

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, AUGUST 28, 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.
-

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

- 1. Update on the proposed beach project headed by the Army Corps of Engineers and on Segment III - Broward County and the Army Corps of Engineers

4. PROCLAMATIONS

- 1. National Voter Registration Day - Vice-Mayor Harris

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 July 24, 2018 Special Budget Meeting
Approve Minutes of July 24, 2018 City Commission Meeting

2. Travel Requests:

Request from Mayor Tamara James to attend Federal Legislative meetings in Washington, D.C. on September 13-14, 2018 (Estimated cost \$805.06)

3. RESOLUTION NO. 2018-108

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 BETWEEN THE CITY AND U.S WATER SERVICES CORPORATION FOR ADDITIONAL METER READING SERVICES IN AN AMOUNT NOT TO EXCEED EIGHTY THOUSAND DOLLARS (\$80,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2018-109

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE EXPENDITURE OF FUNDS TO PURCHASE CHEMICAL REAGENTS FOR WATER SAMPLE TESTING FROM ENVIRONMENTAL REAGENT SERVICE INC., FOR THE WATER TREATMENT PLANT UTILIZING THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE BID NO. 14-57, VALID THROUGH AUGUST 20, 2018, WITH A RENEWAL OPTION UNTIL AUGUST 20, 2020, IN AN AMOUNT THAT MAY EXCEED \$25,000.00 PER FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2018-110

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ESTABLISHING A FEE SCHEDULE FOR RENTALS, VENDORS, AND PROFESSIONAL PHOTOGRAPHY FOR THE PEOPLE'S ACCESS TO COMMUNITY HORTICULTURE ("PATCH") URBAN FARM AND MARKET; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. RESOLUTION NO. 2018-111

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT AGREEMENTS FOR CONTINUATION OF THE CITY'S FULLY INSURED HEALTH, DENTAL, VISION, AND LIFE INSURANCE COVERAGE

PROCURED USING GEHRING GROUP AS BROKER OF RECORD FOR THE CITY WITH THE FLORIDA LEAGUE OF CITIES AND RELIANCE STANDARD LIFE INSURANCE COMPANY, FOR INSURANCE COVERAGES BEGINNING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019, FOR ACTIVELY WORKING AND NON-MEDICARE-ELIGIBLE RETIRED EMPLOYEES; FURTHER, AUTHORIZING CITY OFFICIALS TO EXECUTE AND ACCEPT AN AGREEMENT WITH MAXON ADMINISTRATORS TO ADMINISTER THE CITY'S SELF-INSURED SHORT TERM DISABILITY COVERAGE BEGINNING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019, FOR ALL ACTIVELY WORKING, ELIGIBLE EMPLOYEES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7. RESOLUTION NO. 2018-112

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PUBLIC SERVICES DEPARTMENT TO UTILIZE PRICING FROM THE TOWN OF DAVIE CONTRACT (RFP NO. B-16-168) WITH FLORIDA TECHNICAL CONSULTANTS, LLC FOR GIS CONSULTING SERVICES, WHICH PURCHASES MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES MADE WITHIN THE PUBLIC SERVICES DEPARTMENT'S APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. RESOLUTION NO. 2018-113

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 THE CONSTRUCTION AND INSTALLATION OF FIVE (5) BUS SHELTERS TO BE LOCATED ALONG FEDERAL HIGHWAY WHICH THE CITY WILL PERFORM MAINTENANCE OF THE BUS SHELTERS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

9. ORDINANCE NO. 2018-017

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED, "OFFENSES - MISCELLANEOUS" OF THE CITY CODE OF ORDINANCES TO CREATE ARTICLE XIII, "PROHIBITION OF DISTRIBUTION OF PLASTIC STRAWS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. 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. **(SECOND READING)** *(Continued from July 24, 2018)*

2. ORDINANCE NO. 2018-015

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) FOR A C-51 RESERVOIR CAPACITY ALLOCATION AGREEMENT FOR SERVICES TO BE PROVIDED BY PALM BEACH AGGREGATES, LLC; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

3. ORDINANCE NO. 2018-016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 13, ENTITLED “HEALTH AND SANITATION” OF THE CITY CODE OF ORDINANCES, BY CREATING ARTICLE VIII TO BE ENTITLED, “TEXTILE RECYCLING” AND SECTION 13-135, TO BE ENTITLED “TEXTILE RECYCLING, TEXTILE RECYCLING COLLECTION BINS”; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

4. ORDINANCE NO. 2018-018

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, OF THE “LAND DEVELOPMENT CODE,” OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE 115 “INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION,

USES AND CONDITIONS OF USE” TO ADDRESS CONDITIONS OF USE FOR PARKING FACILITIES; AMENDING ARTICLE 635 “SITE PLAN” TO ADDRESS SITE PLAN MODIFICATION REGULATIONS; AMENDING ARTICLE 675 “TEMPORARY USE AND SPECIAL EVENT PERMIT” TO CREATE A WAIVER PROCESS FOR THE NUMBER OF SPECIAL EVENTS PER YEAR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; FURTHER PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

5. ORDINANCE NO. 2018-019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 8, ENTITLED “BUILDINGS,” ARTICLE I “IN GENERAL,” SECTION 8-7 “FENCING REQUIREMENTS FOR COMMERCIAL PROPERTIES UNDER CONSTRUCTION”; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

6. RESOLUTION NO. 2018-114

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-028-18) AND VARIANCES (VA-60-18, VA-61-18) SUBMITTED BY 811 LLC, A FLORIDA LIMITED LIABILITY COMPANY FOR 3899 RAVENSWOOD ROAD IDENTIFIED UNDER PROPERTY IDENTIFICATION NUMBER 5042 29 09 0350 AND LOCATED IN THE CITY OF DANIA BEACH, FLORIDA AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

10. DISCUSSION AND POSSIBLE ACTION

1. Beach fishing ban or regulated hours - City Attorney Ansbro
2. The Dania Beach Mental Health and Substance Abuse Task Force - Mayor James
3. Set meeting date to discuss City Manager selection - Mayor James
4. Set Budget Workshop date - Mayor James

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, September 11, 2018 - 5:30 p.m.	CRA Board Meeting
Tuesday, September 11, 2018 - 7:00 p.m.	City Commission Meeting
Wednesday, September 12, 2018 - 5:01 p.m.	First Budget Public Hearing
Tuesday, September 18, 2018 - 5:01 p.m.	Second Budget Public Hearing
Tuesday, September 25, 2018 - 7:00 p.m.	City Commission Meeting

14. ADJOURNMENT



OFFICE OF THE MAYOR CITY OF DANIA BEACH, FLORIDA

PROCLAMATION

WHEREAS, one of the most fundamental and sacred rights of any representative democracy is the right to vote. In order for our government formed as a representative democracy to function effectively and respond to the needs and intentions of our people, citizens must play a role in shaping it through voting; and

WHEREAS, in the past decade, voting has become more convenient in Broward County, Florida through the use of more early voting sites over many days preceding elections and the ability to mail a cast ballot to the Supervisor of Elections (SOE); and

WHEREAS, data proves that too many of our fellow citizens fail to exercise their right to vote, particularly when voting for President of the United States is not on the ballot. The Broward County SOE reports that for the 2014, 2010, 2006 general elections, more than half the eligible voters in Broward County failed to vote in those elections. Data from across the State of Florida similarly demonstrates poor voter turnout during 2014 (51%), 2010 (49%) and 2006 (47%) general elections, and

WHEREAS, the November elections in 2018 are of paramount importance, and the outcomes of these elections directly impact the residents of every municipality in Broward County because our local, county, state and national elected leaders are the representatives who make decisions which directly impact our community. When citizens do not exercise the right to vote, they not only give away their voice for important decisions, they cede their ability to shape the future of our community and the country we love; and

WHEREAS, the right to vote for women and people of color was hard fought over generations, including protests, loss of life and limb, and court battles to ensure that equal protection under the law included the absolute right to vote for every citizen. Beyond the fight to have the right to vote, generations of Americans before us risked their lives on battlefields and the high seas to protect and secure this fundamental right; and

WHEREAS, registering to vote is convenient, including the ability to register on line through RegisterToVoteFlorida.gov or to apply through a Florida driver license office, a tax collector's office that issues driver licenses or Florida identification (ID) cards, through the Florida Department of Highway Safety and Motor Vehicle's online website for renewing a driver license or state identification card or through a voter registration agency such as a public assistance office or public library. Additionally, those eligible to vote can also submit a paper voter registration application by mail or in-person; and

WHEREAS, the deadline to register for the November 2018 General Election is October 9, 2018. It is vital that we commit to exercising one of the most precious rights we have as Americans and take seriously our responsibility to make our voices heard in this election cycle. We must encourage all citizens eligible to register to vote to do so and to vote in the 2018 election.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Tamara James, Mayor of the City of Dania Beach, Florida, do hereby proclaim September 25, 2018 as

National Voter Registration Day

in the City of Dania Beach, Florida and encourage the entire community to assist eligible voters to register to vote and that all registered voters exercise their right to vote in the November 2018 General Election through mail-in ballot, early voting or in person voting on election day.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

MINUTES OF SPECIAL BUDGET MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JULY 24, 2018 – 5:01 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 5:01 p.m.

Present:

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

2. Presentations

City Manager Baldwin noted this is his last year doing the budget and thanked the Commission for their direction during its preparation. There is good news and bad news this year; property values have increased but not as much as last year. He recommended keeping the millage rate at 5.9998, as this is not the year to lower taxes because it is a tight budget.

Nicki Satterfield, Finance Director, presented a PowerPoint of the proposed budget, which is attached to and incorporated into these minutes.

Mayor James questioned when the police pension plan would start to decrease.

Finance Director Satterfield responded the police pension is different from the fire plan. The plan is a combined plan so as a whole, it has leveled off and the increase is only about \$9,000 this year.

Mayor James asked if members remained in the police pension plan until they are deceased.

Finance Director Satterfield replied yes.

City Manager Baldwin spoke of the merging with BSO, and the police pension cost starting to decrease after about eight years, which is what is happening.

Commissioner Brandimarte objected to the two transport vans with capacity for only 30 passengers and said we should discuss this at the budget workshop.

Finance Director Satterfield noted there needs to be a more detailed discussion of this with Parks & Recreation.

Mayor James said the monies for chartering buses come from the programs' pockets, not the Parks & Recreation Department.

Commissioner Grace noted her intent was not for two 15-passenger vans, but instead a 55-passenger bus; this is doable for us to do in this budget. She wants all of the kids to travel together in one vehicle.

Finance Director responded she would discuss this with Interim Parks & Recreation Ismail and come back with alternatives.

City Manager Baldwin said the Mayor is correct, the Commission had instructed staff to look at purchasing a bus.

Commissioner Salvino felt we should utilize rental vehicles and perhaps purchase one van for kids.

Commissioner Grace said we should get one van and use the \$70,000 for buses.

Commissioner Grace said there was a request from the Commission for painting and light repair of City Hall.

Finance Director Satterfield responded a proposal is being worked on for this current fiscal year.

Mayor James questioned the Permit Office Supervisor position in the Community Development Department.

Mayor James questioned adding someone in recreation; we only have two persons tending to 16 parks. She would like to investigate the costs of adding two more positions.

Finance Director Satterfield noted some of the duties are performed by Public Services.

Commissioner Salvino questioned repairs to the Dania Beach Grill.

Director of Finance Satterfield noted this would come to the Commission as a separate item once we have a plan put together.

There was discussion regarding the First Budget Public Hearing date scheduled for September 12th, at 5:01 p.m. The Commission agreed to keep the date, as scheduled.

Commissioner Grace asked if Commissioners could call in to the meeting.

City Attorney Ansbro said typically the Commissioner would have to be ill to do so.

City Manager Baldwin asked when the Commission would like to hold a workshop. Typically, it would be between August 28th and September 12th.

3. Public Hearings

3.1 RESOLUTION NO. 2018-095

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE IMPOSITION OF FIRE RESCUE ASSESSMENTS AND THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; PROVIDING AUTHORITY; PROVIDING PURPOSE, EFFECT AND DEFINITIONS AND AFFIRMING THE PROVISIONS AND FINDINGS OF RESOLUTION NOS. 2017-084 AND 2017-105; PROVIDING FOR PROVISION AND FUNDING OF FIRE SERVICES; PROVIDING FOR IMPOSITION AND COLLECTION OF SUCH ASSESSMENTS; CONFIRMING AND PROVIDING LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT AND CONFIRMING THE 2017 ASSESSMENT METHODOLOGY; MAKING A DETERMINATION OF FIRE ASSESSED COSTS AND ESTABLISHING PRELIMINARY NOT-TO-EXCEED ASSESSMENT RATES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING; DIRECTING THE PROVISION OF PUBLISHED AND MAILED NOTICE OF SUCH HEARING; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-095.

Commissioner Grace motioned to adopt Resolution #2018-095; seconded by Commissioner Salvino. The motion carried unanimously.

3.2 RESOLUTION NO. 2018-096

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE CITY OF DANIA BEACH, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE OF SUCH HEARING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-096.

Commissioner Grace motioned to adopt Resolution #2018-096; seconded by Commissioner Brandimarte. The motion carried unanimously.

3.3 RESOLUTION NO. 2018-097

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER SERVICES, FACILITIES AND PROGRAMS WITHIN THE CITY OF DANIA BEACH, FLORIDA; ESTABLISHING THE NOT TO EXCEED ASSESSMENT RATE FOR STORMWATER ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018; DIRECTING THE PREPARATION OF RESPECTIVE ASSESSMENT ROLLS; AUTHORIZING A PUBLIC HEARING AND

DIRECTING THE PROVISION OF NOTICE OF SUCH HEARING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-097.

Commissioner Grace motioned to adopt Resolution #2018-097; seconded by Commissioner Salvino. The motion carried unanimously.

3.4 RESOLUTION NO. 2018-098

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE PROPOSED MILLAGE RATE NECESSARY TO BE LEVIED FOR THE FISCAL YEAR 2018-2019 FOR OPERATING PURPOSES; ESTABLISHING THE DEBT MILLAGE APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING WHEN OBJECTIONS MAY BE HEARD AND QUESTIONS CONCERNING SAME WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-098.

Commissioner Grace motioned to adopt Resolution #2018-098; seconded by Vice-Mayor Harris. The motion carried unanimously.

4. Adjournment

Mayor James adjourned the meeting at 6:09 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JULY 24, 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.
City Manager:	Robert Baldwin
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.

3. Presentations and Special Event Approvals

- 3.1 Presentation by Gretchen Cassini, Assistant County Administrator, on the Broward County Commission's proposed penny sales tax for transportation

Ms. Cassini gave a presentation linked on the County's website at www.broward.org/pennyfortransportation. She noted they are looking to the cities to be partners in the education campaign.

Commissioner Salvino suggested the County be invited to give a presentation in the atrium for the residents of Dania Beach.

Vice-Mayor Harris encouraged everyone to go to the website and look at the projects list.

Mayor James questioned the amount of funding that would come to the City.

Ms. Cassini stated an amount could not be given; the amount allocated depends on projects submitted.

- 3.2 Update on the proposed beach project headed by the Army Corps of Engineers and on Segment III - Broward County and the Army Corps of Engineers

This item was rescheduled to the August 28, 2018 meeting.

- 3.3 Presentation by Florida Textile Recycling Programs

Mark Douglas, Chairman of Florida Textile Recycling Programs, gave a presentation and described their programs in Davie, Hollywood, and other Florida jurisdictions.

Mayor Salvino felt that if we decide to implement this program, revenues the City takes in should go to our charity fund.

Mayor James commented she likes the concept, but the bin design is plain.

Vice-Mayor Harris questioned how many bins would be needed in Dania Beach.

Mr. Douglas responded 25-30, though the number of actual locations would be less since two or more bins may be situated at the same location in order to properly service the particular area.

- 3.4 2018 Comprehensive Emergency Management Plan (CEMP) - Battalion Chief Sean Brown, BSO Fire Marshall's Office

Battalion Chief Sean Brown provided an overview of this year's plan.

Commissioner Grace asked if Morrison Hotel would be our EOC.

City Manager Baldwin responded we need a written agreement with the hotel, but the initial EOC will be City Hall.

- 3.5 Special Event request from St. Ruth Missionary Baptist Church, 145 NW 5th Avenue, for their 110th Anniversary Parade to be held on August 11, 2018 from 9:00 a.m. to 12:00 p.m.

Commissioner Grace motioned to approve the Special Event request for St. Ruth Missionary Baptist Church 110th Anniversary Parade; seconded by Commissioner Salvino. The motion carried unanimously.

- 3.6 Special Event request from Broward County Environmental Planning and Community Resilience Division for a Beach Cleanup on Saturday, September 15, 2018, from 9:00 a.m. – 12:00 p.m., at 300 North Beach Road

Commissioner Grace motioned to approve the Special Event request for the Broward County Environmental Planning and Community Resilience Division Beach Cleanup; seconded by Commissioner Salvino. The motion carried unanimously.

4. Proclamations

There were no proclamations at this meeting.

5. Citizen Comments

Diana Kullander, 680 SE 13th Street, requested the City build bicycle lanes.

Robert Shapiro, 2860 W State Road 84, complimented the CRA for the community charrette held last night.

Shawn DeRosa, 408 SE 5th Street, spoke of illegal signs on our main corridors and asked for a bigger effort against serial violators. He also spoke about Airbnbs and regulating the minimum age of renters, and requiring a secondary property owner/manager. Commissioner Brandimarte addressed Mr. DeRosa regarding his limitations in dealing with City business. City Attorney Ansbro noted Dania Beach has one of the best written Airbnb ordinances in the County. There is an ongoing effort by the Legislature to take away all city and county authority over any of these vacation rentals.

Gloria Fernandez, 3831 SW 56th Street, asked if there are any steps being taken about traffic on NW 40th Avenue. Vice-Mayor Harris said it is on the MPO project ready list.

James Howard, 145 NW 5th Avenue, Pastor of St. Ruth Missionary Baptist Church, spoke of the upcoming anniversary celebration and invited everyone to participate.

David Simonetta, 4641 SW 42 Avenue, thanked the Commission for cigarette butt receptacles and signs at the beach. He asked about the status of the straw ordinance and pilings installed at the beach during Phase I renovations that are exposed due to erosion.

The Commission expressed a desire to look into an ordinance banning plastic straws on the water and waterways and east of US-1 and Intracoastal restaurants (anything on the water).

Vice Mayor Harris gave an update on sand restoration on the beach.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, spoke of recent criminal activity and efforts to control speeding in the City.

Sean Brown, Battalion Chief, BSO Fire Rescue, reminded everyone that school will begin soon and to be mindful of school zones.

7. Consent Agenda

Items removed from Consent Agenda: #7.7, #7.8, #7.11

7.1 Minutes:

Approve Minutes of June 25, 2018 City Commission Workshop
Approve Minutes of June 26, 2018 City Commission Meeting
Approve Minutes of June 29, 2018 Special Commission Meeting

7.2 Travel Requests:

Request from Mayor Tamara James to attend the 2018 Florida League of Cities Annual Conference at the Diplomat Beach Resort, Hollywood, Florida on August 16-19, 2018 (Estimated cost \$1,372.40)

Request from Vice-Mayor Bill Harris to attend the 2018 Florida League of Cities Annual Conference at the Diplomat Beach Resort, Hollywood, Florida on August 16-19, 2018 (Estimated cost \$1,347.00)

Request from Commissioner Chickie Brandimarte to attend the 2018 Florida League of Cities Annual Conference at the Diplomat Beach Resort, Hollywood, Florida on August 16-19, 2018 (Estimated cost \$1,347.00)

Request from Commissioner Bobbie H. Grace to attend the 2018 Florida League of Cities Annual Conference at the Diplomat Beach Resort, Hollywood, Florida on August 16-19, 2018 (Estimated cost \$1,372.40)

Request from Commissioner Marco A. Salvino, Sr. to attend the 2018 Florida League of Cities Annual Conference at the Diplomat Beach Resort, Hollywood, Florida on August 16-19, 2018 (Estimated cost \$1,347.00)

Request from Parks & Recreation Department Lifeguards Michael Huck, Michael Vasta, Cyrus Writer, and Peter Fournier to attend the 2018 United States Lifesaving Association (USLA) SE Regional Lifeguard Championships in Flagler Beach, Florida on July 25-29, 2018 (Estimated cost \$1,775.00)

Resolutions

7.3 RESOLUTION #2018-099

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING A PROGRAM FOR PUBLIC INFORMATION (PPI) TO EDUCATE THE COMMUNITY PERTAINING TO FLOODPLAIN MANAGEMENT AND REGULATION; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

7.4 RESOLUTION #2018-100

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH BROWARD COUNTY RELATING TO TRAFFICWAY ILLUMINATION FOR BRYAN ROAD FROM STIRLING ROAD TO OLD GRIFFIN ROAD IN DANIA BEACH; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.5 RESOLUTION #2018-101

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE AND RATIFY A CHANGE ORDER IN THE AMOUNT OF EIGHT THOUSAND TWO HUNDRED DOLLARS (\$8,200.00) TO BE PAID TO DECOTA CONSTRUCTION FOR THE REMOVAL OF ASBESTOS FOR PROPERTY LOCATED AT 705 SW 12TH AVENUE UTILIZING FUNDS FROM THE CITY COMMISSION CONTINGENCY ACCOUNT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.6 RESOLUTION #2018-102

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, HONORING FIFTY YEARS OF MUNICIPAL HOME RULE IN THE FLORIDA CONSTITUTION AND COMMITTING TO AN EDUCATIONAL INITIATIVE TO HELP FLORIDIANS UNDERSTAND THIS BENEFICIAL RIGHT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.9 RESOLUTION #2018-105

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH MARTIN-GOLD COAST, LLC, FOR CITY-WIDE MAINTENANCE OF BUS SHELTERS EFFECTIVE AUGUST 1, 2018 AND ENDING SEPTEMBER 30, 2021, IN AN ANNUAL AMOUNT OF FIFTY SIX THOUSAND FOUR HUNDRED DOLLARS (\$56,400.00), WHICH EXCEEDS THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), WITHOUT COMPETITIVE BIDDING AND AUTHORIZE SUCH SERVICES THAT ARE TO BE PAID FROM WITHIN THE PUBLIC SERVICES DEPARTMENT APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.10 RESOLUTION #2018-106

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO PURCHASE SERVICES FROM MORES CONSTRUCTION GROUP IN THE AMOUNT OF THIRTY THREE THOUSAND FOUR HUNDRED DOLLARS (\$33,400.00) FOR REPAIR AND RECONSTRUCTION AT I. T. PARKER FOR DAMAGE AS A RESULT OF HURRICANE IRMA, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, FOR A PROJECT THAT WILL EXCEED THE ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) FOR A SINGLE VENDOR IN A FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Grace motioned to adopt the Consent Agenda, with the exception of Item #7.7, #7.8, and #7.11; seconded by Commissioner Salvino. The motion carried unanimously.

7.7 RESOLUTION #2018-103

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE COMMUNITY DEVELOPMENT DEPARTMENT FOR A MOBILE PAY PLATFORM AND PARKING CITATION MANAGEMENT APPLICATION FROM PASSPORT PARKING, INC., THAT EXCEEDS AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-103.

Mayor James asked for clarification of this item, in particular, whether or not it is a brand new application.

Marc LaFerrier, Director of Community Development, explained this is the same application that was launched several years ago. He noted the service is paid on an annual basis, and the fee is based on how many times the service is used. The service will exceed the \$25,000 annual threshold, which necessitates Commission approval.

Commissioner Grace motioned to adopt Resolution #2018-103; seconded by Commissioner Salvino. The motion carried unanimously.

7.8 RESOLUTION #2018-104

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A ONE (1) YEAR RENEWAL OF THE EXISTING AGREEMENT WITH STAFFING CONNECTIONS, INC., TO PROVIDE SCHOOL CROSSING GUARD STAFFING SERVICES, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED FIFTY EIGHT DOLLARS AND FORTY CENTS (\$119,258.40); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-104.

Mayor James questioned the action taken by the Commission on this contract last year.

Vice-Mayor Harris noted the Commission had reduced the two-year renewal to one year.

Commissioner Grace motioned to adopt Resolution #2018-104; seconded by Commissioner Salvino. The motion carried unanimously.

7.11 ORDINANCE #2018-016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 13, ENTITLED "HEALTH AND SANITATION" OF THE CITY CODE OF ORDINANCES, BY CREATING ARTICLE VIII TO BE ENTITLED, "TEXTILE RECYCLING" AND SECTION 13-135, TO BE ENTITLED "TEXTILE RECYCLING, TEXTILE RECYCLING COLLECTION BINS"; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

The Commission consensus was for an exclusive contract and to piggyback with Davie.

Commissioner Grace motioned to adopt Ordinance #2018-016, on first reading; seconded by Commissioner Brandimarte. The motion carried unanimously.

8. Bids and Requests for Proposals

There were no proposals on this agenda.

9. Public Hearings and Site Plans

Mayor James advanced item 9.8 and 9.9.

9.8 RESOLUTION #2018-058

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-15-18) SUBMITTED BY BCD DANIA OAKS, LLC, FOR PROPERTY LOCATED AT 5461 TO 5525 SW 40TH AVENUE 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. *(Continued from April 10, 2018, May 8, 2018 and May 22, 2018)*

9.9 RESOLUTION #2018-057

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE "OAKS PLACE PLAT" (PL-13-18) SUBMITTED BY BASELINE ENGINEERING AND SURVEYING, ON BEHALF OF BCD DANIA OAKS, LLC, FOR PROPERTY LOCATED AT 5461 TO 5525 SW 40TH AVENUE 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. *(Continued from April 10, 2018, May 8, 2018 and May 22, 2018)*

City Attorney Ansbro read the title of Resolution #2018-058 and Resolution #2018-057, and advised these 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.

Mayor James and Vice-Mayor Harris noted they had been contacted by residents and the developer.

Corinne Lajoie, Planning & Zoning Manager, gave an overview and explained modifications made by the applicant to the site plan and plat requests.

Glen Smith, representing the applicant, introduced his witness, Dennis Mele.

Dennis Mele, Greenspoon Marder, representing the applicant, gave a PowerPoint presentation, which is attached to and incorporated in these minutes.

Mayor James opened the Public Hearings.

Attorney Smith said he would like to file with the Clerk a notebook of documents for the record.

Gloria Fernandez, 3831 SW 58th Street, spoke of the makeup of the neighborhood and asked that projects coming onto SW 40th Avenue be compatible with their neighborhood. She presented a PowerPoint presentation, which is attached to and incorporated into these minutes.

Monica Sorg, 3920 SW 56th Court, spoke about traffic and the neighborhood, and the detrimental effect of this project.

Dennis Moroney, 3951 SW 56th Court, spoke against the project and urged the Commission to disapprove it so that the developer will change the units to make them look more like single-family.

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

Commissioner Salvino mentioned he understood neighborhoods are affected by change in development.

City Attorney Ansbro noted the applicant has shown that all criteria of the site plan and plat have been met. He addressed the courts and competent substantial evidence, and potential costs to defend a legal case if the requests were denied.

Mayor James said she understands the battle between the residents and the developer. She wishes there could be community buy-in; however, the battle was lost when the rezoning was approved.

Commissioner Grace motioned to adopt Resolution #2018-058; seconded by Commissioner Brandimarte. 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		

Commissioner Grace motioned to adopt Resolution #2018-057; seconded by Commissioner Brandimarte. 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		

9.1 ORDINANCE #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. (SECOND READING)

City Attorney Ansbro read the title of Ordinance #2018-012, and recommended the item be continued until August 28, 2018 so issues can be worked out.

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

Commissioner Salvino motioned to continue Ordinance #2018-012, on second reading, until the August 28, 2018 City Commission meeting at 7:00 p.m.; seconded by Commissioner Grace. The motion carried unanimously.

9.2 ORDINANCE #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. (SECOND READING)

City Attorney Ansbro read the title of Ordinance #2018-013.

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 Ordinance #2018-013, 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		

9.3 ORDINANCE #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. **(SECOND READING)**

City Attorney Ansbro read the title of Ordinance #2018-014.

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 Ordinance #2018-014, on second reading; seconded by Commissioner Brandimarte. The motion carried unanimously.

9.4 RESOLUTION #2018-107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ESTABLISHING A REVISED AND UPDATED FIRE SAFETY INSPECTION FEE SCHEDULE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-107.

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 #2018-107; seconded by Vice-Mayor Harris. The motion carried unanimously.

9.5 ORDINANCE #2018-015

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) FOR A C-51 RESERVOIR CAPACITY ALLOCATION AGREEMENT FOR SERVICES TO BE PROVIDED BY PALM BEACH AGGREGATES, LLC; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

City Attorney Ansbro read the title of Ordinance #2018-015.

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 Ordinance #2018-015, on first reading; seconded by Commissioner Salvino. The motion carried unanimously.

9.6 ORDINANCE #2018-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY VANESSA WILLIAMS, PASTOR/PRESIDENT FOR THE PROPERTY OWNER

THE BIBLICAL HOUSE OF GOD NONE OTHER CHURCH, INC., TO REZONE PROPERTY GENERALLY LOCATED AT 819 SW 12TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM NEIGHBORHOOD RESIDENTIAL (NBHD-RES) DISTRICT TO GENERAL INDUSTRIAL DISTRICT (C-1), (RZ-16-18) SUBJECT TO CERTAIN RESTRICTIONS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Continued from May 8, 2018 and May 22, 2018)*

City Attorney Ansbro read the title of Ordinance #2018-009, and noted the applicant has requested the item be withdrawn.

9.7 RESOLUTION #2018-056

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VARIANCE REQUEST (VA-002-18) SUBMITTED BY CHRIS HOLLEN ON BEHALF OF THE PROPERTY OWNER DDRM SHERIDAN SQUARE LLC FOR PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF SHERIDAN STREET AND SOUTHEAST 5th AVENUE, 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. *(Continued from April 10, 2018 and May 22, 2018)*

City Attorney Ansbro read the title of Resolution #2018-056.

Corinne Lajoie, Planning & Zoning Manager, gave an overview of the request, and noted the applicant has satisfied an outstanding code fine.

Vice-Mayor Harris asked what the violation was for.

Planning & Zoning Manager Lajoie responded it was related to drainage and is a longstanding problem.

Marienelly Freias, BRR Architecture, Merriam, Kanas, architect for the store, not the developer, commented she is not familiar with the drainage of the site.

Marc LaFerrier, Director of Community Development, explained the development does not meet the current code regarding outfall; however, the site has improved, even with heavy rains. We will continue to monitor the situation.

Commissioner Salvino felt if the property drains in one day, that that is sufficient.

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

Commissioner Salvino motioned to adopt Resolution #2018-056; seconded by Vice-Mayor Harris. The motion carried unanimously.

10. Discussion and Possible Action

10.1 Attorney General Opinion on Auditor - Commissioner Grace

Commissioner Grace thanked City Attorney Ansbro and asked staff to get an RFP out for an auditor.

Nicki Satterfield, Director of Finance, noted an audit committee would need to be established; if she can get approval of the two resolutions from March, she could get the RFP out sooner. She explained the audit committee's process.

Commissioner Grace said we should get this done.

Discussion ensued regarding the Audit Committee consisting of the City Manager, Finance Director, Assistant Finance Director, and Frank DiPaulo from Lighthouse Point.

Director Satterfield reminded the Commission that if the City Manager is on the committee, any objections or appeals cannot go to him.

Mayor James questioned the City Manager or Assistant City Manager being a part of the committee during the hiring process.

Director Satterfield noted the committee does not have to be four people; it can be three.

City Attorney Ansbro provided clarification by reading and explaining the statute pertaining to selecting an audit firm.

Commissioner Grace requested Director of Finance Satterfield expedite the RFP and bring it back with the top three firms; the audit committee would consist of three people.

Director of Finance Satterfield clarified the audit committee would consist of herself, Assistant Finance Director Adam Segal, and Frank DiPaulo.

Commissioner Grace motioned to approve bidding for auditing services and an audit committee; seconded by Commissioner Salvino. The motion carried unanimously.

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte had no comments.

11.2 Commissioner Grace

Commissioner Grace noted the Seniors Program and Gracefully Aging have no funding for the next two months, and asked for assistance.

Commissioner Grace motioned to fund \$5,000 for the Seniors Program and \$5,000 for Gracefully Aging from Commission contingency; seconded by Commissioner Brandimarte. The motion carried unanimously.

11.3 Commissioner Salvino

Commissioner Salvino noted he really enjoyed Dania After Dark.

11.4 Vice-Mayor Harris

Vice-Mayor Harris spoke about several matters, including the Dania Beach Bar and Grill lease, bus shelter maintenance, citywide graffiti, the penny sales tax, solar trees and the Urban Land Institute.

11.5 Mayor James

Mayor James questioned when the next meeting would be to discuss the City Manager search.

Commissioner Grace said we should wait until we come back on August 28th and we will pick the date.

12. Appointments

12.1 Police & Fire Pension Board

There were no appointments at this meeting.

13. Administrative Reports

13.1 City Manager

City Manager Baldwin thanked the Commission for their support on the budget and noted he distributed his project report.

13.2 City Attorney

City Attorney Ansbro had no comments.

13.3 City Clerk - Reminders

Tuesday, August 28, 2018 - 5:30 p.m.

Tuesday, August 28, 2018 - 7:00 p.m.

CRA Board Meeting

City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 9:27 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)

Request from Mayor Tamara James to attend Federal Legislative meetings in Washington, D.C. on September 13-14, 2018 (Estimated cost \$805.06)

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
-------	---------	------

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Travel Request - Mayor Tamara James -Federal Legislative Meetings September 2018

CITY OF DANIA BEACH TRAVEL AUTHORIZATION

EMPLOYEE: Mayor Tamara James
DEPARTMENT: City Commission
LOCATION: Washington, D.C.
TRIP/TRAINING DATE: September 13 - September 14, 2018
PURPOSE: Attend Federal Legislative meetings in Washington, D.C.

CHECK ONE

- ☐ Certification
☐ General Training
☐ License
☒ Other

Note any overnight or out of state travel events attended in the last 12 months:

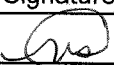
2018 FLC Conference Diplomat Beach Resort, Hollywood, FL, Aug. 2018

ACCOUNT NO: 001-11-01-511-40-10

COST SUMMARY		
Expense	Description	Estimate
Lodging (1 night @ \$285.86)	Washington Plaza Hotel	\$ 285.86
Airfare	JetBlue	\$ 265.70
Uber/Lyft/Taxi	Estimate	\$ 150.00
Per Diem	Tamara James	\$ 103.50
TOTAL EXPENSES		\$ 805.06

TOTAL ESTIMATED TRAVEL COST

\$ 805.06

I hereby certify that travel as shown above is to be incurred in connection with official business of the City of Dania Beach.		
Traveler (print)	Signature	Date
Tamara James		
Department Director (print)	Signature	Date
Finance Director (print)	Signature	Date
Nicki Satterfield		8/20/18
City Manager (print)	Signature	Date
Robert Baldwin		8/20/18

TO BE COMPLETED BY FINANCE

Preparer (print name)	Signature	Date
Tania Stevens	TAS	8/20/18



CITY OF DANIA BEACH
PRE-APPROVED CONFERENCE OR TRAINING AUTHORIZATION/RECONCILIATION

EMPLOYEE: Mayor Tamara James DEPARTMENT: City Commission

LOCATION: Washington, DC TRIP/TRAINING DATE: September 13-14, 2018

PURPOSE: To attend Federal Legislative meetings in Washington, DC.

☒ Overnight ☐ Out of State ☐ Air Travel

TRAVEL EXPENSES ESTIMATED: (Policy #2002-10-1)

REGISTRATION (attach conference brochure)	
LODGING (# of nights <u>1</u>)	<u>285.86</u>
MEALS (per diem)	<u>103.54</u>
OTHER INCIDENTAL EXPENSES:	
AIRFARE	<u>265.70</u>
GAS/TOLLS (round trip)	
OTHER TRANSPORTATION (<u>Urber/Lyft/Taxi - estimate</u>)	<u>150.00</u>
SUPPLIES/MATERIALS	
TOTAL ESTIMATED EXPENSES:	\$ 805.10

This seminar is required for: ☐ Certification ☐ General Training
☐ License ☐ Other _____

RECEIVED
AUG 20 2018
By: TAS

Note any overnight or out of state travel events attended in the last 12 months:

2018 FLC Conference Diplomat Beach Resort Hollywood Aug 2018

Employee Signature: _____

TRAVEL AUTHORIZATION:

Department Director

Finance Director



City Manager

If payment is made through City's credit card, please indicate "credit card" under "Date" Column

			RECONCILIATION	
Check Payee:	Amount:	Date:	Actual	Differences
Registration:				
Lodging:	Washington Plaza Hotel	\$ 285.86	Credit Card	
Transportation:	JetBlue	\$ 265.70	Credit Card	
Traveler:	Mayor James - Per Diem	\$ 103.54		
Others:	Mayor James - Uber/Lift/Taxi (estimate)	\$ 150.00		
Account #:	001-1101-511.40-10	\$ 805.10		

Lottier, Christine

From: reservations@washingtonplazahotel.com
Sent: Monday, August 20, 2018 9:39 AM
To: Lottier, Christine
Subject: Washington Plaza Confirmation Letter for Tamara James

WASHINGTON PLAZA HOTEL
10 Thomas Circle NW, Washington, DC 20005
202-842-1300 / 800-424-1140
www.WashingtonPlazaHotel.com

August 20, 2018

Dear Tamara James,

Thank you for choosing the Washington Plaza Hotel for your stay in Washington, DC. Your reservation is confirmed.

Confirmation #: 11W95A
Name on Reservation: Tamara James
Arrival Date: September 13, 2018
Departure Date: September 14, 2018
Average Room Rate: US\$249.00

Please read the following additional information:
Sales tax of 14.8% will be added to the room rate.

Check-in time is 3pm, and check-out time is 12noon.

If there is any need to cancel, or to change your arrival date to a later date, the latest to do so without penalty is 3pm Eastern Time, 24 hours before arrival. In the event that a guest fails to check-in on day of arrival, a non-refundable charge of one night's room and tax will be charged to the credit card on file and the balance of the reservation will be cancelled. All departures prior to the date agreed at time of check-in will be subject to one night's room and tax early departure charge.

Reservations must be guaranteed with a credit card or a deposit equal to one night's room and tax.

Children under 17 years of age sharing a room with parents may stay free when using existing bedding. The guest must be at least 18 years of age to check-in.

For more information, please go to our web site at:
<http://www.washingtonplazahotel.com>

Sincerely,

Monika Demeraski

Itinerary confirmation

Download to calendar PRINT ITINERARY

You're all set to jet!

Confirmation code: CAFACV

MANAGE BOOKING >

Travelers

Ms. Tamara Ellen James

Flight	Ticket number	2792107508642	
		FLL ↔ DCA DCA ↔ FLL	
	Seat	7C	15C
	Checked bags included	1 bag	1 bag
Insurance	Trip Protector		

Your flights

Fort Lauderdale, FL (FLL) Thu Sep 13 2018, 6:54 AM E190	Washington-National, DC (DCA) Thu Sep 13 2018, 9:23 AM	Flight 1680 JetBlue	Fare: Blue Plus Nonstop
Washington-National, DC (DCA) Fri Sep 14 2018, 8:18 PM E190	Fort Lauderdale, FL (FLL) Fri Sep 14 2018, 10:54 PM	Flight 1479 JetBlue	Fare: Blue Plus Nonstop

Fare breakdown

Passenger Type	Base Fare per person	Taxes & fees per person	Total Fare per person	Number of travelers	Total Fare
Adult	\$199.58	\$43.37	\$242.95	x 1	\$242.95 USD

+ FLL - DCA: Blue Plus details

+ DCA - FLL: Blue Plus details

Total fare: \$242.95 USD

Extras

+ Seats

Total Extras: \$0.00 USD

Travel Insurance

Policy Number: EUSP2113271671

Trip Protector

All these benefits for a fraction of the ticket cost:

- Get reimbursed up to 100% of non-refundable, prepaid trip costs due to covered injury, illness, or other covered reasons
- 150% trip interruption protection of ticket costs
- Travel delay protection
- Protection available for existing medical conditions

Allianz Global Assistance

Review Period: If you're not completely satisfied, you have 10 days (or more, depending on your state of residence) to request a refund, provided you haven't started your trip or initiated a claim. Premiums are non-refundable after this period.

[Click here to learn more and read all limitations and policy restrictions price breakdown benefits](#)

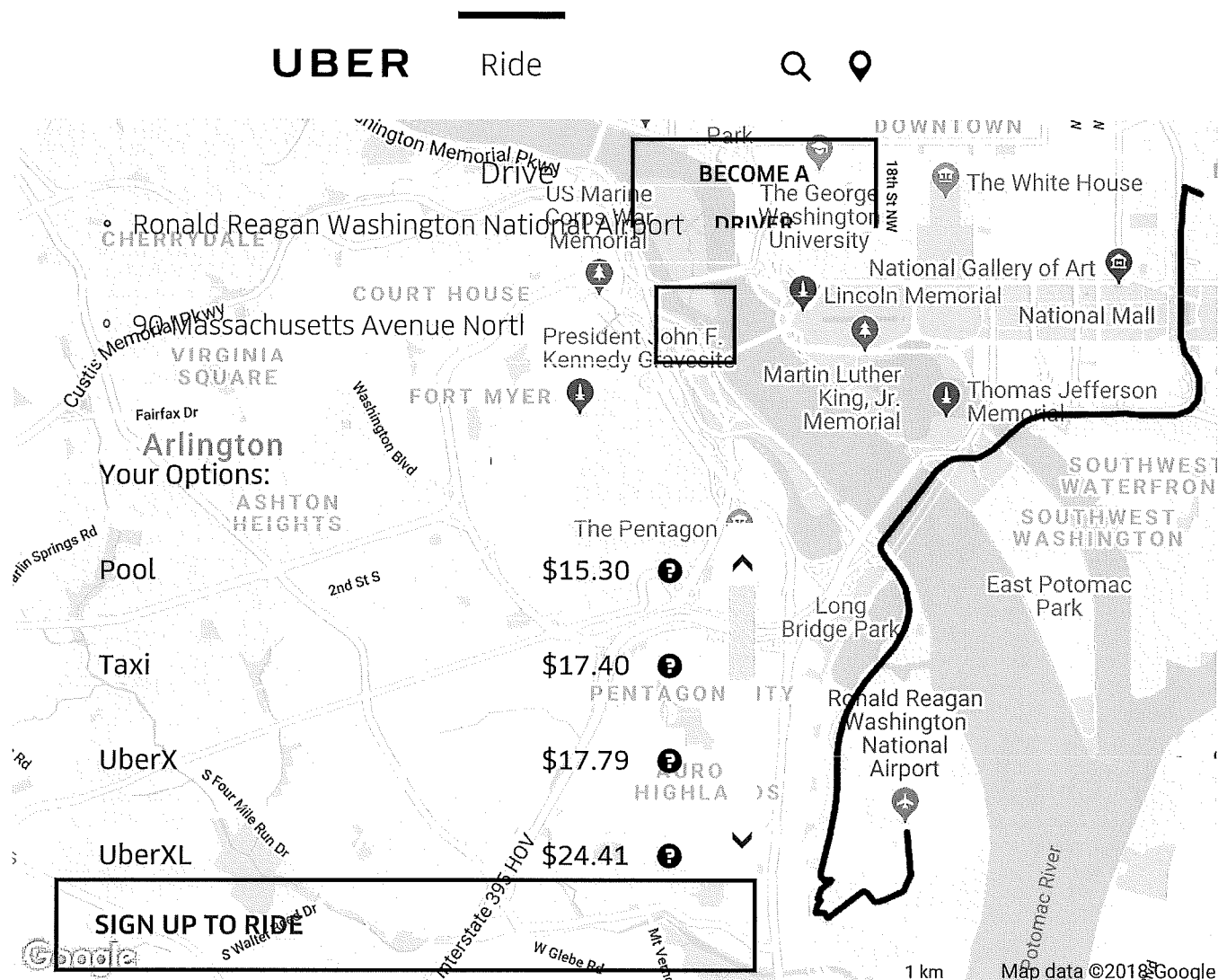
Please watch your email for a confirmation for your insurance.

Total Insurance: \$22.75 USD

Charged to Visa ending in 2569	\$242.95 USD
Charged to Visa ending in 2569	\$22.75 USD

Total \$265.70 USD

Hotels - We do hotels too! Add one to your flight now with exclusive rates only available here



*Sample Rider fares are estimates only and do not reflect variations due to discounts, traffic delays or other factors. Flat rates and minimum fares may apply. Actual Rider fares may vary. US Partners: Rates used to calculate partner fares are published at partners.uber.com and require an active partner account to view.

Search...

Enter Your Location

ENGLISH

Help



Rideshare Passenger Survey

Your voice counts! Take our [survey](#) for a chance to win a \$25 rideshare gift card.
Thank you! [Click here for Survey.](#)

Estimated Fare

Ronald Reagan Washington National Airport (DCA), Arlington, VA,
USA
901 Massachusetts Avenue Northwest, Washington, DC, USA

\$28.06

Per Washington, DC rates
\$32.27 incl. 15% tip

See Uber, Lyft, and more...

Cost with Traffic

\$20.76	\$28.06	\$60.01
---------	----------------	---------

Fare Information

Trip Information

Trip is 6.1 mi, 19 mins

Notes

- Add \$2.50 from Reagan airport
- Add \$2.00 for dispatch fee and/or 25% during snow emergency
- Add flat \$1.00 for additional passengers up to 3
- Sample rates here
- Tolls & surcharges may apply

Approximate Breakdown

Initial Fare	\$3.25
Add. Metered Fare	\$22.06
Credit Card Fee	\$0.25
Airport surcharge	\$2.50
Tip (15%)	\$4.21
Estimated Taxi Fare	\$32.27

Taxi Phone Numbers

LYFT FARE COSTS

Ride duration: ~19min ← new estimate (<https://estimatefares.com>)

Lyft™ \$500 Driver Bonus

Work When You Want & Be Your Own Boss! lyft.com



X
A

Lyft: **\$13.58**

Lyft Plus (<https://estimatefares.com/what-is-lyft-plus>): **\$22.39**

Lux SUV: **\$22.39**

Premier: **\$24.73**

Lyft Line (<https://estimatefares.com/what-is-lyft-line>): **<\$13.33**

Optimal distance: 6.11 miles

Washington Rates - Breakdown ▶ (<https://estimatefares.com/rates/washington>)

new to **Lyft?**

Here's **\$20** ride credit.
(It's to get you started. And it's free.)

DOWNLOAD & RIDE

(<https://estimatefares.com/freebie>)

City of Dania Beach
Travel Per Diem Calculator

Traveler Name: Mayor Tamara James

Description of Trip: Attend Federal Legislative meetings in Washington, D.C.

Daily FY 18 Per Diem Rate: \$ 69.00

Destination: Washington, D.C.

First Date of Travel 13-Sep-18

Last Date of Travel 14-Sep-18

	Travel		Travel				
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date				13-Sep-18	14-Sep-18		
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =				\$ 51.75	\$ 51.75		

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date							
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =							

Pro-rating Per Diem for Travel Date of Departure/Return: \$ 51.75

Total Per Diem Due to Traveler \$ 103.50

Meal Exclusions		
Date	Meal Provided	Amount
N/A		
Total Exclusions		\$ -



FY 2018 Per Diem Rates for District of Columbia

Lodging by month (excluding taxes) | October 2017 - September 2018

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

Meals & Incidentals (M&IE) Rates

[View Rates](#)

Primary Destination	County	2017 Oct	Nov	Dec	2018 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Standard Rate	Applies for all locations without specified rates	\$93	\$93	\$93	\$93	\$93	\$93	\$93	\$93	\$93	\$93	\$93	\$93
District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	\$250	\$201	\$201	\$201	\$201	\$253	\$253	\$253	\$253	\$175	\$175	\$250

Meals & Incidentals (M&IE) Breakdown

Use the table to find the following information for federal employee travel:

Primary Destination	County	2017 Oct	Nov	Dec	2018 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	At
---------------------	--------	----------	-----	-----	----------	-----	-----	-----	-----	-----	-----	-----	-----	----

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. See More Information

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

Primary Destination	County	M&IE Total	Continental Breakfast/ Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Standard Rate	Applies for all locations without specified rates	\$51	\$11	\$12	\$23	\$5	\$38.25
District of Columbia	Washington DC (also the cities of Alexandria, Falls Church and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland)	\$69	\$16	\$17	\$31	\$5	\$51.75

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO THE EXISTING AGREEMENT BETWEEN THE CITY AND U.S WATER SERVICES CORPORATION FOR ADDITIONAL METER READING SERVICES IN AN AMOUNT NOT TO EXCEED EIGHTY THOUSAND DOLLARS (\$80,000.00)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

DFA-18-019 US Water Contract ammendment, R-2018- U.S Water First Amdendment for Additional Meter Reading Services, Exhibit A U.S. Water Services Corp. 1st 2-year Renewal of Meter Reading Contract executed, Amendment to U.S. Water



**CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM**

TO: Robert Baldwin Memo #: DFA-18-019

VIA: Colin Donnelly

FROM: Nicki Satterfield, Finance Director

DATE: August 2, 2018

SUBJECT: U.S Water Corporation Meter Reader Contract Amendment

BACKGROUND

In 2016, the City contracted out its meter reading services to U.S Water Corporation based on the award through an RFP. The original contract had a not to exceed clause of \$65,000.00 for total services performed. The initial contract was for a one-year period, and the following year the contract was renewed for two (2) year period through August 2019. During the renewal, the amended contract stated that other than certain fee changes (which resulted in an increase cost per read from \$1.12 to \$1.17) the remaining terms and conditions would remain the same. However, since the initial contract was signed in 2016, the number of meters has increased from approximately 4,600 to more than 4,800. Combined with a rate increase and additional services that US water is providing in the form of the City's meter replacement program, the contract will now exceed the \$65,000.00.

RECOMMENDATION

Staff are recommending that the existing contract be amended to 'not to exceed \$80,000 per annum' for fiscal years 2018 and 2019. Funding is available and has already been appropriated in the Water Fund Finance Distribution Division Account no. 401-17-05-533-34-10.

Robert Baldwin, City Manager

Approval Date

RESOLUTION NO. 2018-108

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 BETWEEN THE CITY AND U.S WATER SERVICES CORPORATION FOR ADDITIONAL METER READING SERVICES IN AN AMOUNT NOT TO EXCEED EIGHTY THOUSAND DOLLARS (\$80,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 12, 2016 the City Commission approved Resolution 2016-024 to award the Meter Reading Contract to U.S Water Services Corporation and on June 13, 2017, renewed the contract for a two (2) year period in an amount exceeding Twenty-Five Thousand dollars (\$25,000.00) attached as Exhibit “A”; and

WHEREAS, the original contract awarded in 2016, not to exceed Sixty-Five Thousand Dollars (\$65,000.00), was based on an estimated meter count of four thousand six hundred (4,600) meters; and

WHEREAS, subsequent to this award the total number of meters now exceeds four thousand eight hundred (4,800); and

WHEREAS, the increase in rates provided for in the renewal, coupled with the increased number of meters, as well as additional work being performed relating to the City’s meter replacement program is anticipated to exceed Sixty Five Thousand Dollars (\$65,000.00); and

WHEREAS, the Finance Department is seeking approval to amend the existing agreement for additional meter reading and related services, attached as Exhibit “B”, for a not to exceed an annual amount of Eighty Thousand Dollars (\$80,000.00); and

WHEREAS, the City of Dania Beach and U.S. Water Services Corporation wish to amend the previously approved Meter Reading Services Agreement;

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 to be true and correct, and they are made a part of and are incorporated into this Resolution by this reference.

Section 2. That the City Commission approves the execution of the Amended Meter Reading Services Agreement with U.S. Water Services Corporation in an amount not to exceed Eighty Thousand Dollars (\$80,000.00) each fiscal year the contract is in place, a copy of which is attached as Exhibit “B”, and made a part of and incorporated into this Resolution by this reference.

Section 3. That the appropriate City officials are authorized to execute the Amendment to the U.S Water Services Corporation Meter Reading Services Agreement and any additional documents pertaining to the Amended Agreement and to take all action necessary to implement the terms and conditions of the Meter Reading Services Agreement as amended.

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to such agreement as are deemed necessary and proper for the best interest of the City.

Section 5. That funding for these services shall be subject to and made within the Water Fund approved level of budget appropriations from the Water Fund Finance Distribution Water Utility Services Account 401-17-05-533-34-10.

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 immediately upon its passage and adoption.

PASSED AND ADOPTED on August 28, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**FIRST RENEWAL OF AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA,
AND U.S. WATER SERVICES CORPORATION**

This is a First Renewal of an Agreement (the "Renewal"), which Agreement, dated August 2, 2016 (the "Agreement"), exists between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and U.S. Water Services Corporation, a Florida corporation (the "Contractor") with its principal place of business located at 4939 Cross Bayou Boulevard, New Port Richey, Florida 34652, for water meter reading services. A copy of the existing Agreement is attached as Exhibit "A", which is made a part of and incorporated into this Renewal by this reference. The City and Contractor wish to renew the Agreement for two (2) years up to and including August 2, 2019.

In consideration of the mutual covenants, terms and conditions contained in the Agreement and in this Renewal of it, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. That the Agreement is renewed and it shall remain in effect up to and including August 2, 2019.
2. That the terms and conditions of the Agreement will remain the same throughout the term of this Renewal of it.
3. The fees associated with this two (2) year renewal are shown in the attached Exhibit "B" which is made a part of and incorporated into this Renewal by this reference.
4. That in all other respects, the Agreement is ratified and reaffirmed and remains in full force and effect.

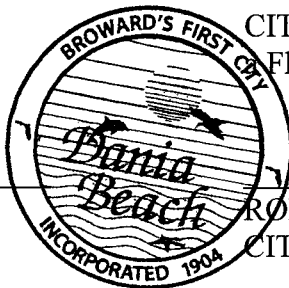
IN WITNESS OF THE FOREGOING, the parties have executed this Renewal on JUNE 29, 2017.

CITY:

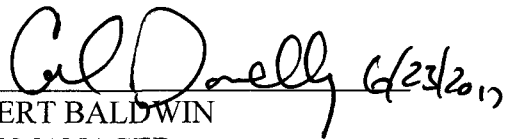
ATTEST:



LOUISE STILSON, CMC
CITY CLERK



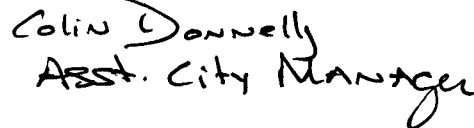
CITY OF DANIA BEACH, FLORIDA,
Florida municipal corporation



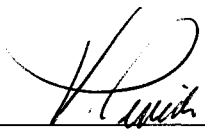
ROBERT BALDWIN
CITY MANAGER

APPROVED AS TO FORM AND CORRECTNESS:


THOMAS J. ANSBRO
CITY ATTORNEY


Colin Donnelly
Asst. City Manager

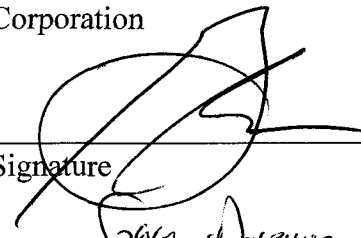
WITNESSES:


Signature
Victoria Penick
PRINT Name


Signature
Carl Smith
PRINT Name

CONTRACTOR:

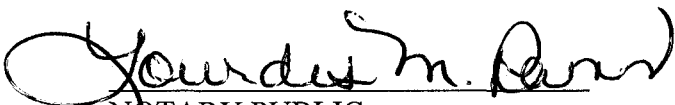
U.S. Water Services Corporation, a Florida Corporation


Signature
Gary Deremer
PRINT Name
Pres
TITLE

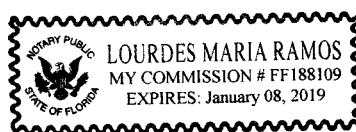
STATE OF FLORIDA

COUNTY OF Pasco

BEFORE me on June 21, 2017, personally appeared Gary Deremer
as President of U.S. Water Services Corporation, a Florida corporation, who
acknowledged execution of the foregoing Renewal of the Agreement for the use and purposes
mentioned in it, and that the instrument is the sole act and deed of the Contractor. Such person is
personally known to me or has produced personally known as identification.


NOTARY PUBLIC
State of Florida
Lourdes M. Ramos
PRINT Name of Notary

My Commission Expires:



AGREEMENT

This is an Agreement ("Agreement") dated AUGUST 2, 2016, between the City of Dania Beach, Florida, a Florida municipal corporation (the "City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and U.S. Water Services Corporation., a Florida corporation (the "Contractor"), with its principal place of business located at 4939 Cross Bayou Boulevard, New Port Richey, Florida 34652.

In consideration of the mutual terms, conditions, promises and covenants set forth in this Agreement, the sufficiency and receipt of which are acknowledged and agreed upon, City and Contractor agree as follows:

ARTICLE 1.0 **SERVICES AND RESPONSIBILITIES**

1.1 The Contractor is to provide water meter reading services throughout the City, as further described in the Schedule of Fee Services in Exhibit "A", which is applicable for all work performed during the days of regularly scheduled meter reads per billing cycle; a copy of the Exhibit is attached and incorporated into this Agreement by this reference. The terms "work" and "services" may be used interchangeably in this Agreement but both terms refer to services listed in Exhibit "A". The cost for such services shall not exceed Sixty Five Thousand Dollars (\$65,000.00). The Schedule of Service Fees shown for services provided on any day other than those days meeting the requirements described in Exhibit "A" are contained in Exhibit "B", a copy of which is also attached and incorporated in this Agreement by this reference. All documents pertaining to the Request for Proposals (RFP) area also incorporated by this reference into this Agreement.

1.2 Contractor agrees to do everything required by this Agreement and to comply with any and all other provisions in the documents and items incorporated by reference into this Agreement.

1.3 Contractor agrees that all services performed under this Agreement shall be done in a professional manner, and that the Contractor's efforts will produce quality results.

1.4 Contractor represents to City with full knowledge that City is relying upon these representations when entering into this Agreement with Contractor, and that Contractor has the expertise, experience and work force sufficient to timely perform the services to be provided pursuant to the terms of this Agreement, and the terms of the Request for Qualifications ("RFP") Number 16-001, and the Contractor's response to the RFP, both of which are made a part of and incorporated into this Agreement by these references.

1.5 Contractor represents to City that Contractor is properly licensed by all applicable federal, state and local agencies to provide the services specified under this Agreement. If any of the Contractor's licenses are revoked, suspended or terminated for any reason by any governmental agency, Contractor shall notify the City immediately.

1.6 Contractor guarantees all services and shall immediately correct any defects or deficiencies which may appear upon written notification by the City.

ARTICLE 2.0
TERMS AND CONDITIONS

2.1 Contractor shall begin to perform the services for the City upon the execution of this Agreement by the parties.

2.2 The term of the Agreement will be for a one (1) year period with the option to renew for two (2) additional two (2) year periods upon mutual written agreement of the parties.

2.3 In the event the services are scheduled to end, the City shall notify the Contractor at least sixty (60) days in advance of its intent to renew or to allow termination to occur. Should the contract terminate, the Contractor shall continue the services if requested by the City for up to sixty (60) days to allow for services to begin with a new contractor. The current Contractor will be reimbursed for the services at the rate in effect when this transitional period clause is invoked by the City.

2.4 This Agreement may be terminated by City if Contractor fails to perform the required services upon the City's sole and reasonable approval, after City sends written notice of any deficiency to Contractor and Contractor does not cure such deficiency within seven (7) days from the date of such notice. In such event, the Contractor shall be paid compensation for completed services accepted by the City, if such services meet the City's sole and reasonable approval, which approval will not be unreasonably withheld. In the event that the Contractor abandons any required services specified in this Agreement or causes it to be terminated, Contractor shall indemnify the City against any loss pertaining to its abandonment up to a maximum of the amount to be paid under this Agreement. All documents and reports prepared by Contractor shall become the property of City, and such documents shall be delivered by Contractor to City before payment, if any, is made to Contractor by City.

2.5 Termination of Agreement for Convenience. It is expressly understood and agreed upon that the City may terminate this Agreement at any time, for any reason, or for no reason at all, by giving the Contractor notice by certified mail, return receipt requested, directed to the principal office of the Contractor, thirty (30) days in advance of the termination date. In the event that the Agreement is terminated pursuant to this provision, the Contractor shall be entitled to be compensated for the services rendered from the effective date of execution of the Agreement up to the date of receipt of the Notice of termination. Such compensation shall be based on the percentage of services completed, as fairly and reasonably determined by City after conferring with Contractor.

ARTICLE 3.0
COMPENSATION AND METHOD OF PAYMENT

3.1 The Contractor will be compensated on a monthly basis.

3.2 Payment will be made to Contractor at:

U.S. Water Services Corporation
Attn: Mr. Carl Smith, Vice President
4939 Cross Bayou Boulevard
New Port Richey, Florida 34652

ARTICLE 4.0
CHANGES IN SCOPE OF WORK

4.1 City or Contractor may request changes that increase, decrease or otherwise modify the services, as described in this Agreement. These changes may affect the compensation, and, if so, they must be described in a written amendment of this Agreement, executed by the parties, prior to any deviation from the terms of this Agreement. In no event will Contractor deviate or permit deviation from the services described in this Agreement without City's advance written consent.

ARTICLE 5.0
PROTECTION OF CITY'S PROPERTY

5.1 At all times during the performance of this Agreement, the Contractor shall protect the City's property and the property of others from all damage whatsoever on account of Contractor's performance of the required services.

ARTICLE 6.0
INDEMNIFICATION

6.1 The Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

(a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of its use resulting from, or any other damage or loss arising out of or resulting or claimed to have resulted in, whole or in part, due to the negligence of the Contractor or its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the services;

(b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by Contractor or its subcontractors in the performance of the services.

ARTICLE 7.0
INSURANCE

7.1 The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Article, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

The following are requirements that must be met regarding the Contractor's delivery of Certificates of Insurance for all coverages required in the Agreement:

7.2 Official Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City.

7.3 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

7.4 Coverages shall be in force until all work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR (IF APPROVED IN ADVANCE IN WRITING BY THE CITY) SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE RFP DOCUMENTS CONCERNING CONTRACTOR DELAY.**

INSURANCE REQUIREMENTS

7.5 The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Contractor shall be responsible for any deductible amounts.

7.6 **GENERAL LIABILITY INSURANCE** is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE: (to be confirmed on or attached to the Official Certificate of Insurance)

- Annual Aggregate shall apply "Per Job";
- "The City of Dania Beach, Florida" is named as "Additional Insured";
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor's insurance shall be primary and non-contributory;
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

7.7 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE** shall be maintained by Contractor and any approved Subcontractors during the term(s) of the Agreement, or any renewal or extension period of it, and it is to apply to all "statutory employees" of the Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the Workers' Compensation Law of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

In the case any services are subcontracted as otherwise addressed in the Agreement or RFP Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A.

Employer's Liability Part B shall be provided in an amount of no less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence, and One Million Dollars (\$1,000,000.00) annual aggregate.

IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: I) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR II) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

**SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)**

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation in favor of the City.

7.8 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than Two Million Dollars (\$2,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

**SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE:
(to be confirmed on or attached to the Official Certificate of Insurance)**

- "The City of Dania Beach, Florida" is named as an additional "named" insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation in favor of the City.

If Contractor hires a subcontractor for any portion of any services and City advance approval is secured, then such subcontractor shall provide General Liability insurance with minimum limits of liability of One Million Dollars (\$1,000,000.00), subject to the Special Provisions above.

ARTICLE 8.0
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. Contractor agrees that it is not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act, minimum wages' laws and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Florida Workers' Compensation Act, the Florida unemployment insurance law and any other law or regulation of any kind. The Contractor shall retain sole and absolute discretion and exercise its judgment as to the manner and means of carrying out Contractor's activities and responsibilities toward completion of the services. Administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, H.U.D., or United States policies, rules or regulations relating to the use of Contractor's funds provided for in this Agreement. The Contractor agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it has made its

own investment in its business, and that it will utilize a high level of experience necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to, unpaid minimum wages, overtime premiums or both.

ARTICLE 9.0
DEFAULT OF AGREEMENT AND REMEDIES

9.1 In case of any default by Contractor, the City shall notify the Contractor, in writing, of such default and direct Contractor to comply with all provisions of the Agreement. If Contractor does not timely cure such default after notice is sent by City, City may declare a default of this Agreement and may notify the Contractor of such declaration of default, in writing, and terminate the Agreement.

ARTICLE 10.0
BANKRUPTCY

10.1 It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed, and Contractor will automatically be in default of this Agreement and the provisions of Article 9 will be enforced at City's discretion.

ARTICLE 11.0
DISPUTE RESOLUTION

11.1 Venue; Fees. All claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, the breach of it, or the standard of performance required in it, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party.

11.2 Operations During Dispute. In the event that a dispute, if any, arises between the City and the Contractor relating to this Agreement, or its performance or compensation, the Contractor agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the City.

ARTICLE 12.0
PUBLIC RECORDS LAW

12.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

12.2 Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

12.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

12.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

12.5 Any compensation due to Contractor shall be withheld until all records are received as provided in this Article.

12.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	LOUISE STILSON, CITY CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004
Telephone number:	954-924-9800, Ext. 3623
Email:	lstilson@ci.dania-beach.fl.us

ARTICLE 13.0
MISCELLANEOUS

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

13.2 Assignments, Subcontracts and Amendments. This Agreement, and any interests in it, shall not in whole or in part be assigned, subcontracted, transferred in any way or otherwise encumbered, under any circumstances by Contractor without the prior written consent of City. For purposes of this Agreement, any change of ownership of or controlling interest in Contractor shall constitute an assignment which requires City approval. Violation of the terms of this paragraph shall constitute a breach of this Agreement by Contractor and City may, in its discretion, cancel this Agreement and all rights of Contractor under this Agreement will terminate.

It is further agreed upon that no modification, amendment or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the parties.

13.3 No Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, in its discretion, to deduct from the Agreement price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.4 Notice. Whenever any party desires to give notice to the other party, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended. The addresses for the giving of notice shall remain as set forth below until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the City designate the following as the respective persons and places for the giving of notice:

City: Robert Baldwin, City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Copies to: Thomas J. Ansbro, City Attorney
City of Dania Beach, Florida
100 West Dania Beach Blvd.
Dania Beach, FL 33004

Contractor: U.S. Water Services Corporation
Attn: Mr. Carl Smith, Vice President
4939 Cross Bayou Boulevard
New Port Richey, Florida 34652

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

13.6 Headings. Headings in this Agreement are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

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

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

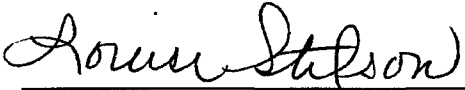
13.9 Extent of Agreement. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

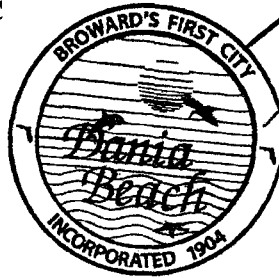
13.10 Waiver. Failure of the City to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full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

13.11 Conflict. In the event there is a conflict between any of the terms in any of the documents contained in any Exhibit to this Agreement or the RFP, and any terms of this Agreement, the terms of this Agreement shall prevail.

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

ATTEST:


LOUISE STILSON, CMC
CITY CLERK

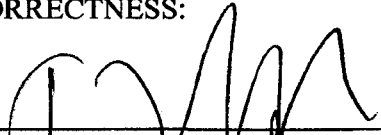


CITY:
CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation


MARCO A. SALVINO
MAYOR


ROBERT BALDWIN
CITY MANAGER

APPROVED FOR FORM AND
CORRECTNESS:


THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

[Signature]
Signature

Leander W. Faber
PRINT Name

[Signature]
Signature

Leander W. Faber
PRINT Name

CONTRACTOR:

**U.S. WATER SERVICES
CORPORATION, a Florida Corporation**

[Signature]
Signature

DAVID B. SCHULTZ
PRINT Name

SEVP & COO
Title

STATE OF FLORIDA
COUNTY OF Pasco

BEFORE me on July 24th, 2016, personally appeared David B. Schultz, as SEVP & COO of U.S. Water Services Corporation., a Florida corporation, who acknowledged execution of the foregoing Agreement for the use and purposes mentioned in it, and that the instrument is the act and deed of the Contractor. Such person is personally known to me or produced _____ as identification.

[Signature]
NOTARY PUBLIC
State of Florida

My Commission Expires: 10-29-2016

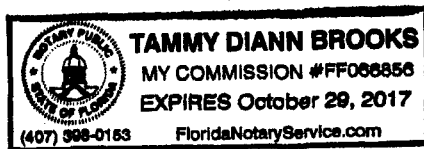


Exhibit "A"
Schedule of Service Fees

Effective May 2016

Meter Reading Services:

Conduct Meter Reading for the City of Dania Beach, Florida **\$1.12 per meter read**

Field Services Priced on a Per Event Basis (Residential/Small Commercial):

a. Mass Turn off:	\$ 3.50 per event
b. Mass Turn on:	\$ 3.50 per event
c. Check Leak:	\$ 5.50 per event
d. Meter Box Lid Replace: (5/8"-1"):	\$ 8.50 per event
e. Meter Change out, Lid and Box Replace: 5/8" – 1"):	\$ 12.50 per event
f. Meter Change out: (5/8" – 1"):	\$ 8.50 per event
g. Meter and Box/Lid: (5/8" – 1"):	\$ 15.00 per event
h. Site Evaluation:	\$ 5.50 per event

- The above shown prices are for services other than meter reading which are necessary or requested to be performed during the regularly scheduled days for meter reading as determined by the billing cycle and are applicable provided USWSC personnel are on site and available to perform such services. The field services performed will be by the USWSC staff member assigned to and on site at the time of performing regularly scheduled meter reading services as defined within the Contract.
- Any Field services conducted by USWSC staff who are not assigned to this project or by staff assigned who are not currently on-site within the Dania Beach system will be priced at the rates found in Schedule B.
- Field service prices as shown in Exhibit "A" are based on events being conducted during the normal business hours – Monday through Friday, 7:30 a.m. to 5:00 p.m. on days the meters are regularly scheduled to be read.
- "Mass" is defined as systems wide monthly scheduled off/on events conducted during the normal course of "past due" shut off(s)/turn on(s) due to lack of payment by customers and are scheduled "shut-off days" that are consistently performed in "Mass" each month/quarter. Turn on(s)/off(s) services conducted at other times as a "one-off or non "mass" situation would be priced at the "site Evaluation" price per event provided the time of such services meets the requirements of Exhibit "A" pricing.

Exhibit "B"
Schedule of Service Fees

Effective May 2016

1.	Project Manager	\$100.40 per hour
2.	Maintenance Technician (distribution/collection)	\$ 58.36 per hour
3.	Certified Back Flow Prevention Technician	\$ 74.47 per hour
4.	Water/Wastewater Plant Operator (LEAD)	\$ 80.20 per hour
5.	Water/Wastewater Plant Operator	\$ 59.06 per hour
6.	Customer Service/Billing Supervisor	\$ 46.00 per hour
7.	Field Technician Supervisor:	\$ 59.06 per hour
8.	Customer Services Call Center / Billing Representative	\$ 40.00 per hour
9.	Field Technician (LEAD):	\$ 57.00 per hour
10.	Field Technician:	\$ 55.00 per hour
11.	Administrative Support	\$ 40.00 per hour
12.	Field Services Priced on a Per Event Basis (Residential/Small Commercial):	
	a. Non Mass Turn off:	\$ 16.00 per event
	b. Non Mass Turn on:	\$ 16.00 per event
	c. Check Leak:	\$ 28.00 per event
	d. Meter Box Lid Replace: (5/8"-1"):	\$ 31.00 per event
	e. Meter Change out, Lid and Box Replace: 5/8" – 1"):	\$ 52.00 per event
	f. Meter Change out: (5/8" – 1"):	\$ 45.00 per event
	g. Meter and Box/Lid: (5/8" – 1"):	\$ 65.00 per event
	h. Site Evaluation:	\$ 28.00 per event

- Field Services are based on events being conducted during the normal business hours – Monday through Friday 7:30 am – 5:00 pm.
- "Non Mass" is defined as events that are not conducted during days that the normally scheduled course of "past due" shut offs/turn ons" occur but rather consists of multiple shut off/turn on(s) requested on non-regularly scheduled meter reading or "mass" days. Turn on/off(s) conducted as a "one-off" situation would be priced at the above "site evaluation" price per event.
- Field Service Prices are associated to those events whereby the "Events" are within a 30 minute normal drive time by USWSC personnel between events
- Field Services assumes no materials/equipment/couplings or other materials needed in order to perform services provided by USWSC

- Labor Rates of 1.5 times the regular hourly rates presented will apply under the following circumstances:
 - Monday - Friday from 5:00 p.m. to 7:00 a.m. and weekends at all hours
 - Labor Rates of 2.0 times the regular hourly rate will apply on holidays recognized by USWSC.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Applied Risk Services, Inc. 10825 Old Mill Rd Omaha, NE 68154 (877) 234-4420		CONTACT NAME: PHONE (A/C, No, Ext): (877) 234-4420 FAX (A/C, No): (877) 234-4421 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #	
INSURED U.S. Water Services Corporation dba U.S. Water Services Corporation 4939 Cross Bayou Blvd New Port Richey, FL 34652-3434 CTL 1273 1088688		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Indemnity Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 28258	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	☐	☐				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	☐	☐				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$	☐	☐				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N ☒ N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A	☐	73-894357-01-04	10/31/2015	10/31/2015	☒ W/C STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-BA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

U.S. Water Services Corporation
4939 Cross Bayou Blvd
New Port Richey, FL 34652-3434

Attn: Project Manager

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

L039971



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2016

PRODUCER

888-494-9844

LOUIS MORRISON
LOUIS J. MORRISON C & C CONSULTANTS
P O BOX 701340
ST CLOUD, FL 34770-1340

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: ARCH INSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED

U.S WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS												
A	Y	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC	GWPKG0077210	11/30/15	11/30/16	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 3,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000
EACH OCCURRENCE	\$ 1,000,000																	
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																	
MED EXP (Any one person)	\$ 10,000																	
PERSONAL & ADV INJURY	\$ 1,000,000																	
GENERAL AGGREGATE	\$ 3,000,000																	
PRODUCTS - COMP/OP AGG	\$ 3,000,000																	
A	Y	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	GWPKG0077210	11/30/15	11/30/16	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																	
BODILY INJURY (Per person)	\$																	
BODILY INJURY (Per accident)	\$																	
PROPERTY DAMAGE (Per accident)	\$																	
		GARAGE LIABILITY ☐ ANY AUTO				<table border="1"><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr><tr><td>OTHER THAN EA ACC</td><td>\$</td></tr><tr><td>AUTO ONLY: AGG</td><td>\$</td></tr></table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN EA ACC	\$	AUTO ONLY: AGG	\$						
AUTO ONLY - EA ACCIDENT	\$																	
OTHER THAN EA ACC	\$																	
AUTO ONLY: AGG	\$																	
A		EXCESS / UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$	GWFXS0077205 EXCESS OF GENERAL LIABILITY, AUTO LIABILITY & EMPLOYERS LIABILITY	11/30/15	11/30/16	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$		\$		\$		
EACH OCCURRENCE	\$ 5,000,000																	
AGGREGATE	\$ 5,000,000																	
	\$																	
	\$																	
	\$																	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1"><tr><td>WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$				
WC STATUTORY LIMITS	OTH-ER																	
E.L. EACH ACCIDENT	\$																	
E.L. DISEASE - EA EMPLOYEE	\$																	
E.L. DISEASE - POLICY LIMIT	\$																	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CITY OF DANIA BEACH, FLORIDA IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY AS THEIR INTERESTS MAY APPEAR.

CERTIFICATE HOLDER

CITY OF DANIA BEACH
100 WEST DANIA BEACH
DANIA BEACH, FL 33004

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ARCH INSURANCE COMPANY

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01 A.M.	NOON		
GWPKG0077210	11	30	2015	X		U.S. WATER SERVICES CORPORATION	GW001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

WATER DISTRICTS INSURANCE PROGRAM - LIABILITY COVERAGE

Additional Premium: INCLUDED

A. SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization whom you are required to add as an additional insured to this policy under a written contract, agreement or permit:

1. Currently in effect or which will become effective during the term of the policy; and
2. Executed prior to the "occurrence", offense, error, omission, "wrongful act" or "act, error or omission".

B. The insurance provided to this additional insured is limited as follows:

1. That person or organization is an additional insured only with respect to liability arising out of:
 - a. Premises you own, rent, lease or occupy; or
 - b. Your ongoing operations performed for that additional insured as specified in the written contract, agreement or permit.
2. The limits of insurance applicable to the additional insured are those specified in the contract, agreement, permit or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

3. Coverage is not provided for liability or damages arising out of the sole negligence of the additional insured.

C. The insurance provided to the additional insured does not apply to liability or damages arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services including:

1. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

D. Coverage provided by this endorsement will apply on a primary and non-contributory basis if a written contract, agreement or permit specifically requires that this insurance be primary and non-contributory.

Otherwise, coverage provided by this endorsement will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.

ARCH INSURANCE COMPANY

When this insurance is excess, we will have no duty under **SECTION I – INSURING AGREEMENT** to defend the additional insured against any "suit" if any other insurer has a duty to

defend the additional insured against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AUTHORIZED REPRESENTATIVE

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following.

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement is effective on the inception date of the policy unless another date is indicated below.

SECTION II – LIABILITY COVERAGE, 1. WHO IS AN INSURED is amended to include as an "Insured" the person(s) or organization(s) named in the Schedule below, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy. You are authorized to act for the additional insured named in the Schedule in all matters pertaining to this insurance.

SCHEDULE

Name and Address of Additional Insured:

BLANKET ADDITIONAL INSURED

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: GWPKG0077210

Named Insured: U.S. WATER SERVICES CORPORATION

Endorsement Effective Date: 11-30-15 local Standard Time at the First Named Insured's address.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following is added to Section G – General Conditions, Paragraph 5:

Section G: General Conditions

5. Other Insurance:

- e. Notwithstanding the provisions of sub-paragraphs a, b, c and d of this paragraph 5, with respect to the Third Party shown below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named Insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies:

Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number: GWPKG0077210

Named Insured: U.S. WATER SERVICES CORPORATION

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 11-30-15

EXHIBIT "B"

Schedule of Service Fees

Effective August 2017

Meter Reading Services:

Conduct Meter Reading for the City of Dania Beach, Florida \$1.17 per meter read

Field Services Priced on a Per Event Basis (Residential/Small Commercial):

a. Mass Turn off:	\$ 3.61 per event
b. Mass Turn on:	\$ 3.61 per event
c. Check Leak:	\$ 5.67 per event
d. Meter Box Lid Replace: (5/8"-1"):	\$ 8.76 per event
e. Lid and Box Replace: 5/8" – 1"):	\$ 12.88 per event
f. Meter Change out: (5/8" – 1"):	\$ 8.76 per event
g. Meter and Box/Lid: (5/8" – 1"):	\$ 15.45 per event
h. Site Evaluation:	\$ 5.15 per event

- Above Field Service Prices in Schedule A are only applicable between the City of Dania Beach, Florida as it relates solely to the Meter Reading Contract and that the Field Services performed will be by the USWSC staff member assigned to and in conjunction with performing meter reading services as defined within the Contract.
- Any Field services conducted by USWSC staff who are not assigned to this project or by staff assigned who are not currently on-site within the Dania Beach system will be priced at the rates found in Schedule B.
- Field Services are based on events being conducted during the normal business hours – Monday through Friday 7:30 am – 5:00 pm.
- "Mass" is defined as events are conducted during the normal course of "past due" shut offs/turns due to lack of payment by customers. Utilities have scheduled "shut-off days" that are consistently performed each month/quarter. Turn on/off conducted as a "one-off situation would be priced at the "site Evaluation" price per event.

EXHIBIT "B" (cont.)

Schedule of Service Fees

Effective August 2017

- | | | |
|-----|--|--------------------|
| 1. | Project Manager | \$100.40 per hour |
| 2. | Maintenance Technician (distribution/collection) | \$ 58.36 per hour |
| 3. | Certified Back Flow Prevention Technician | \$ 74.47 per hour |
| 4. | Water/Wastewater Plant Operator (LEAD) | \$ 80.20 per hour |
| 5. | Water/Wastewater Plant Operator | \$ 59.06 per hour |
| 6. | Customer Service/Billing Supervisor | \$ 46.00 per hour |
| 7. | Field Technician Supervisor: | \$ 59.06 per hour |
| 8. | Customer Services Call Center / Billing Representative | \$ 40.00 per hour |
| 9. | Field Technician (LEAD): | \$ 57.00 per hour |
| 10. | Field Technician: | \$ 55.00 per hour |
| 11. | Administrative Support | \$ 40.00 per hour |
| 12. | Field Services Priced on a Per Event Basis (Residential/Small Commercial): | |
| | a. Mass Turn off: | \$ 16.48 per event |
| | b. Mass Turn on: | \$ 16.48 per event |
| | c. Check Leak: | \$ 28.84 per event |
| | d. Meter Box Lid Replace: (5/8"-1"): | \$ 31.93 per event |
| | e. Meter Change out, Lid and Box Replace: 5/8" – 1"): | \$ 53.56 per event |
| | f. Meter Change out: (5/8" – 1"): | \$ 46.35 per event |
| | g. Meter and Box/Lid: (5/8" – 1"): | \$ 66.95 per event |
| | h. Site Evaluation: | \$ 28.84 per event |
- Field Services are based on events being conducted during the normal business hours – Monday through Friday 7:30 am – 5:00 pm.
 - "Mass" is defined as events are conducted during the normal course of "past due" shut offs/turns due to lack of payment by customers. Utilities have scheduled "shut-off days" that are consistently performed each month/quarter. Turn on/off conducted as a "one-off situation would be priced at the "site Evaluation" price per event.
 - Field Service Prices are associated to those events whereby the "Events" are within a 30 minute normal drive time by USWSC personnel between events

- Field Services assumes no materials/equipment/couplings or other materials needed in order to perform services provided by USWSC
- Labor Rates of 1.5 times the regular hourly rates presented will apply under the following circumstances:

****Monday - Friday from 4:00pm to 7:00am and Weekends at All Hours**

****Labor Rates of 2.0 times the regular hourly rate will apply on holidays recognized by USWSC.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Applied Risk Services, Inc. 10825 Old Mill Rd Omaha, NE 68154 (877) 234-4420	CONTACT NAME: PHONE (A/C, No, Ext): (877) 234-4420 FAX (A/C, No): (877) 234-4421 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #	
	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Indemnity Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED U.S. Water Services Corporation 4939 Cross Bayou Blvd New Port Richey, FL 34652-3434 CTL 1273 1243801	NAIC # 28258	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	☐ COMMERCIAL GENERAL LIABILITY	☐	☐				EACH OCCURRENCE \$
	☐ CLAIMS MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO	☐	☐				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS						\$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS MADE						AGGREGATE \$
	☐ DEDUCTIBLE	☐	☐				\$
	☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	73-894357-01-06	10/31/2016	10/31/2017	☒ WC STATUTORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**U.S. Water Services Corporation
4939 Cross Bayou Blvd
New Port Richey, FL 34652-3434

Attn: Attn: Project Manager

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

L039971



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2017

PRODUCER LOUIS MORRISON LOUIS J. MORRISON C & C CONSULTANTS P O BOX 701340 ST CLOUD, FL 34770-1340	888-494-9844	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED U S WATER SERVICES CORPORATION 4939 CROSS BAYOU BOULEVARD NEW PORT RICHEY, FL 34652		<table border="1"><tr><td>INSURERS AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: ARCH INSURANCE COMPANY</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr></table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: ARCH INSURANCE COMPANY		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: ARCH INSURANCE COMPANY														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS												
A	Y	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☒ LOC	GWPKG0077211	11/30/16	11/30/17	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 3,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000
EACH OCCURRENCE	\$ 1,000,000																	
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																	
MED EXP (Any one person)	\$ 10,000																	
PERSONAL & ADV INJURY	\$ 1,000,000																	
GENERAL AGGREGATE	\$ 3,000,000																	
PRODUCTS - COMP/OP AGG	\$ 3,000,000																	
A	Y	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	GWPKG0077211	11/30/16	11/30/17	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																	
BODILY INJURY (Per person)	\$																	
BODILY INJURY (Per accident)	\$																	
PROPERTY DAMAGE (Per accident)	\$																	
		GARAGE LIABILITY ANY AUTO				<table border="1"><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr><tr><td>OTHER THAN EA ACC</td><td>\$</td></tr><tr><td>AUTO ONLY: AGG</td><td>\$</td></tr></table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN EA ACC	\$	AUTO ONLY: AGG	\$						
AUTO ONLY - EA ACCIDENT	\$																	
OTHER THAN EA ACC	\$																	
AUTO ONLY: AGG	\$																	
A		EXCESS / UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$	GWFXS0077206 EXCESS OF GENERAL LIABILITY, AUTO LIABILITY & EMPLOYERS LIABILITY	11/30/16	11/30/17	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$		\$		\$		
EACH OCCURRENCE	\$ 5,000,000																	
AGGREGATE	\$ 5,000,000																	
	\$																	
	\$																	
	\$																	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N ☐				<table border="1"><tr><td>WC STATU-TORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$				
WC STATU-TORY LIMITS	OTH-ER																	
E.L. EACH ACCIDENT	\$																	
E.L. DISEASE - EA EMPLOYEE	\$																	
E.L. DISEASE - POLICY LIMIT	\$																	
		OTHER																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CITY OF DANIA BEACH, FLORIDA IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY AS THEIR INTERESTS MAY APPEAR.

CERTIFICATE HOLDER

CITY OF DANIA BEACH
100 WEST DANIA BEACH
DANIA BEACH, FL 33004

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Louis Morrison

ARCH INSURANCE COMPANY

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01 A.M.	NOON		
GWPKG0077211	11	30	2016	X		U.S. WATER SERVICES CORPORATION	GW001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

WATER DISTRICTS INSURANCE PROGRAM – LIABILITY COVERAGE

Additional Premium: INCLUDED

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you are required to add as an additional insured to this policy under a written contract, agreement or permit:
1. Currently in effect or which will become effective during the term of the policy; and
 2. Executed prior to the "occurrence", offense, error, omission, "wrongful act" or "act, error or omission".
- B. The insurance provided to this additional insured is limited as follows:**
1. That person or organization is an additional insured only with respect to liability arising out of:
 - a. Premises you own, rent, lease or occupy; or
 - b. Your ongoing operations performed for that additional insured as specified in the written contract, agreement or permit.
 2. The limits of insurance applicable to the additional insured are those specified in the contract, agreement, permit or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- 3. Coverage is not provided for liability or damages arising out of the sole negligence of the additional insured.**
- C. The insurance provided to the additional insured does not apply to liability or damages arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services including:**
1. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. Supervisory, inspection, architectural or engineering activities.
- D. Coverage provided by this endorsement will apply on a primary and non-contributory basis if a written contract, agreement or permit specifically requires that this insurance be primary and non-contributory.**
- Otherwise, coverage provided by this endorsement will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.

ARCH INSURANCE COMPANY

When this insurance is excess, we will have no duty under **SECTION I - INSURING AGREEMENT** to defend the additional insured against any "suit" if any other insurer has a duty to

defend the additional insured against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AUTHORIZED REPRESENTATIVE

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following.

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement is effective on the inception date of the policy unless another date is indicated below.

SECTION II – LIABILITY COVERAGE, 1. WHO IS AN INSURED is amended to include as an "insured" the person(s) or organization(s) named in the Schedule below, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy. You are authorized to act for the additional insured named in the Schedule in all matters pertaining to this insurance.

SCHEDULE

Name and Address of Additional Insured:

BLANKET ADDITIONAL INSURED

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: GWPKG0077211

Named Insured: U.S. WATER SERVICES CORPORATION

Endorsement Effective Date: 11/30/16 local Standard Time at the First Named Insured's address.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following is added to Section G – General Conditions, Paragraph 5:

Section G: General Conditions

5. Other Insurance:

- e. Notwithstanding the provisions of sub-paragraphs a, b, c and d of this paragraph 5, with respect to the Third Party shown below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named Insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies:

Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number: GWPKG0077211

Named Insured: U.S. WATER SERVICES CORPORATION

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 11/30/16

FIRST AMENDMENT TO AN EXISTING AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND U.S. WATER SERVICES CORPORATION, A FLORIDA CORPORATION, TO AMEND THE ORIGINAL SCOPE OF SERVICES

This is a First Amendment (the “Amendment”) to an Agreement (the “Agreement”) dated June 29, 2017, and existing between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), and U.S. Water Services Corporation., a Florida corporation (the “Contractor”), with its principal place of business located at 4939 Cross Bayou Boulevard, New Port Richey, Florida 34652. A copy of the Agreement is attached as Exhibit “A”, and it is made a part of and is incorporated into this Amendment by this reference.

In consideration of the mutual covenants, terms and conditions contained in the Amendment, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree as follows:

1. The amount of water meters to be serviced has increased from Four Thousand Six Hundred (4,600) to Four Thousand Eight Hundred (4,800).
2. The annual not to exceed amount of Sixty Five Thousand Dollars (\$65,000.00) is increased to Eighty Thousand Dollars (\$80,000.00).
3. That in all other respects, the Agreement is ratified and reaffirmed, and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Amendment effective as of _____, 2018.

CITY:

ATTEST:

CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED FOR FORM
AND CORRECTNESS:

ROBERT BALDWIN
CITY MANAGER

THOMAS J. ANSBRO
CITY ATTORNEY

CONTRACTOR:

**U.S. WATER SERVICES
CORPORATION, a Florida Corporation**

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

Signature

PRINT Name

Title

STATE OF FLORIDA

COUNTY OF _____

BEFORE me on _____, 2018, personally appeared _____, as _____ of U.S. Water Services Corporation., a Florida corporation, who acknowledged execution of the foregoing Agreement for the use and purposes mentioned in it, and that the instrument is the act and deed of the Contractor. Such person is personally known to me or produced _____ as identification.

NOTARY PUBLIC
State of Florida

PRINT Name of Notary

My Commission Expires:

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 AUTHORIZING THE EXPENDITURE OF FUNDS TO PURCHASE CHEMICAL REAGENTS SERVICE INC., FOR THE WATER TREATMENT PLANT UTILIZING THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE BID NO. 14-57, VALID THOROUGH AUGUST 20, 2020, IN AN AMOUNT THAT MAY EXCEED \$25,000.00 PER FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

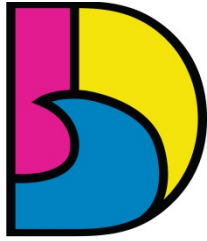
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

2018 Memo- Environmental Reagent Service to Exceed 25k cd rewrite, R-2018-
Environmental Reagent Service Inc. for WTP Chemical Reagents, Initial Contract - 08-21-14
to 08-20-16, Co-Op Meeting Minutes - 06-07-18, Renewal No. 1 - 08-21-16 to 08-20-18



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

TO: Honorable Mayor and Commissioners

THRU: Robert Baldwin, City Manager

FROM: Brad Kaine, Public Services Director

DATE: July 24, 2018

RE: Approval to Utilize Southeast Florida Governmental Purchasing Cooperative Contract and to Exceed the City's Vendor 25k Threshold for Environmental Reagent Services

Water Treatment Plant has been engaging the professional services of Environmental Reagents Services for chemical reagents for water sample testing services for many years. It is determined that it is necessary to purchase chemical reagents for water sample test utilizing the Southeast Florida Governmental Purchasing Cooperative Contract Bid B-14-57 valid through August 20, 2018 with an additional two year option to renew valid through August 20, 2020, for the least cost to the City.

Public Services is requesting City Commission approval to utilize the Southeast Florida Governmental Cooperative Bid B-14-57 and authorize any subsequent renewal under this contract in an amount to exceed the City's \$25,000.00 annual per vendor threshold for each year the contract is in place subject to available funds and departmental budget appropriation each year.

Recommendation:

Public Services is recommending approval of the Resolution to exceed the City's annual vendor \$25,000.00 threshold to Environmental Reagents Services for each fiscal year the contract is in place and seeks permission to utilize utilizing the Southeast Florida Governmental Purchasing Cooperative Contract No. B-14-57 and subsequent renewals

RESOLUTION NO. 2018-109

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE EXPENDITURE OF FUNDS TO PURCHASE CHEMICAL REAGENTS FOR WATER SAMPLE TESTING FROM ENVIRONMENTAL REAGENT SERVICE INC., FOR THE WATER TREATMENT PLANT UTILIZING THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE BID NO. 14-57, VALID THROUGH AUGUST 20, 2018, WITH A RENEWAL OPTION UNTIL AUGUST 20, 2020, IN AN AMOUNT THAT MAY EXCEED \$25,000.00 PER FISCAL YEAR; 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 \$25,000.00 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 twelve (12) months by other governmental agencies such as the federal government, State of Florida or a Florida county or municipality; and

WHEREAS, the Public Services Department has determined that it is necessary to purchase chemical reagents for water sample testing from Environmental Reagent Service, Inc. (“ERS”) for the water treatment plant; and

WHEREAS, the Public Services Department has determined that such services for water sample testing can be purchased at the least cost to the City by utilizing ERS through the Southeast Florida Governmental Purchasing Cooperative Bid No. B-14-57 valid from August 21, 2016 through August 20, 2018 with an option to renew for one (1) two (2) year renewal through August 20, 2020; and

WHEREAS, the Public Services Department is seeking to utilize ERS for the duration of the contract including all renewals and anticipates that services will exceed the annual vendor threshold of Twenty Five Thousand Dollars (\$25,000.00);

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

Section 1. That the City Commission approves the purchase of water treatment plant chemical reagents for water sample testing materials utilizing the Southeast Florida Governmental Purchasing Cooperative Bid No. 14-57, with ERS currently in effect until August 20, 2018 and further authorizes any subsequent renewals in an amount to exceed Twenty Five Thousand Dollars (\$25,000.00) each fiscal year the contract is in place subject to departmental approved budget appropriations each fiscal year.

Section 2. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 3. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED and ADOPTED on August 28, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable gray boxes and submit with bid documents and applicable award notices and tabulations to lpiper@myboca.us for placement on the NIGP SE FL Florida Website Coop Contract page.

BID/RFP NO.: B-14-57

DESCRIPTION/TITLE: Chemical Reagents

INITIAL CONTRACT TERM: Starts: 8/21/14 Ends: 8/20/16

RENEWAL TERMS OF CONTRACT: 2 RENEWAL OPTIONS FOR 2 yrs. each
(Number of renewals) (period of time)

SECTION #1 - VENDOR AWARD

Vendor Name: See Attached

Vendor Address:

Contact:

Phone:

Fax:

Cell/Pager:

Email Address:

Website:

FEIN:

SECTION #2 – AWARD/BACKGROUND INFORMATION

Award Date: 7/30/14 **Resolution/Agenda Item No.:**

Insurance Required: Yes

Performance Bond Required: No

SECTION #3 - LEAD AGENCY

Agency Name: Town of Davie

Agency Address: 6591 Orange Drive, Davie, FL 33314

Agency Contact: Herb Hyman

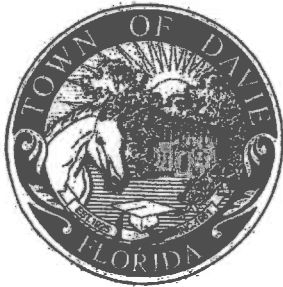
Telephone: (954) 797-1016

Facsimile: (954) 797-1049

Email: herb_hyman@davie-fl.gov

CHEMICAL REAGENTS CONTACT SHEET-2014

1. Professional Environmental Testing & Consulting, LLC
4650 SW 51 Street #702
Davie, FL 33314
David Kreitner
(954) 440-3537
(954) 223-3874-fax
prtc702@comcast.net
2. Environmental Reagent Service
3860 SW 30 Ave.
Ft. Lauderdale, FL 33312
Julie Furman
(954) 316-8792
(954) 316-8793-fax
environmentalrs@bellsouth.net



BUDGET AND FINANCE DEPARTMENT
PURCHASING DIVISION

6591 ORANGE DRIVE • DAVIE, FLORIDA 33314
PHONE: 954.797.1016 • FAX: 954.797.1049 • WWW.DAVIE-FL.GOV

August 6, 2014

Ms. Julie Furman
Environmental Reagent Service
3860 SW 30 Ave.
Ft. Lauderdale, FL 33312

Dear Ms. Furman:

Thank-you for taking the time to submit a bid for Chemical Reagents, B-14-57.

After a review of the bids received, an award was made to your firm by the Town Council in accordance with the attached resolution and bid tabulation.

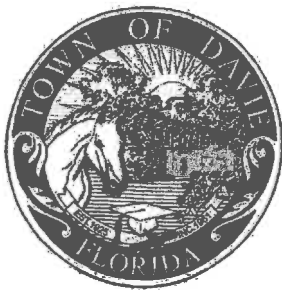
This is a Southeast Florida Governmental Purchasing Cooperative (Co-op) award. Pricing resulting from this award is only available to participating Co-op members. Municipalities and other governmental entities which are not members of the Co-op are **strictly prohibited** from utilizing this contract award.

The initial term of the contract is two (2) years and begins on August 21, 2014. Thereafter, the contract may be extended for two (2) additional two (2) year periods by mutual consent of the parties and the approval of the Davie Town Council. Please contact me at (954) 797-1016 should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Herb Hyman", is written over a horizontal line.

Herb Hyman, CPPO, CPPB, FCPA, FCPM, FCCN
Procurement Manager



BUDGET AND FINANCE DEPARTMENT
PURCHASING DIVISION

6591 ORANGE DRIVE • DAVIE, FLORIDA 33314
PHONE: 954.797.1016 • FAX: 954.797.1049 • WWW.DAVIE-FL.GOV

August 6, 2014

Mr. David Kreitner
Professional Environmental Testing & Consulting, LLC
4650 SW 51 Street, #702
Davie, FL 33314

Dear Mr. Kreitner:

Thank-you for taking the time to submit a bid for Chemical Reagents,
B-14-57.

After a review of the bids received, an award was made to your firm by
the Town Council in accordance with the attached resolution and bid
tabulation.

This is a Southeast Florida Governmental Purchasing Cooperative
(Co-op) award. Pricing resulting from this award is only available to
participating Co-op members. Municipalities and other governmental
entities which are not members of the Co-op are **strictly prohibited**
from utilizing this contract award.

The initial term of the contract is two (2) years and begins on August 21,
2014. Thereafter, the contract may be extended for two (2) additional
two (2) year periods by mutual consent of the parties and the approval of
the Davie Town Council. Please contact me at (954) 797-1016 should
you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Herb Hyman", is written over a horizontal line.

Herb Hyman, CPPO, CPPB, FCPA, FCPM, FCCN
Procurement Manager

RESOLUTION NO. R-2014-132

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AWARDING THE BID FOR CHEMICAL REAGENTS (BID #14-57) TO PROFESSIONAL ENVIRONMENTAL TESTING & CONSULTING LLC AND ENVIRONMENTAL REAGENT SERVICE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is in need of chemical reagents for the testing of water samples in the Utilities Department; and

WHEREAS, the Town, acting as lead agency for the Southeast Florida Cooperative Purchasing Group, solicited sealed bids for such products (Bid #14-57); and

WHEREAS, after review, the Town Council wishes to accept the bids from Professional Environmental Testing & Consulting, LLC and Environmental Reagent Service as the lowest responsive and responsible bidders.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council hereby accepts the bids from Professional Environmental Testing & Consulting LLC and Environmental Reagent Service for chemical reagents.

SECTION 2. The Town Council hereby authorizes the expenditure from the Utilities Department Chemicals account (400.60.100.536-55210 - \$20,000).

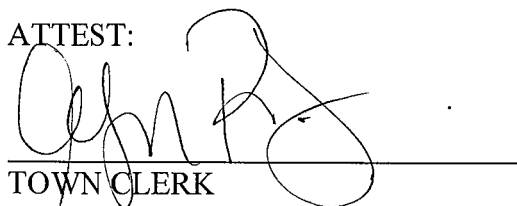
SECTION 3. The initial contract term is for two (2) years with the option to extend the contract for two (2) additional two (2) year periods by mutual agreement of the parties. Contract extensions, if appropriate, will be presented to the Town Council for approval.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

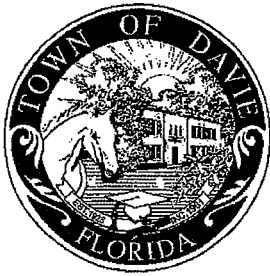
PASSED AND ADOPTED THIS 30th DAY OF July, 2014.


MAYOR/COUNCILMEMBER

ATTEST:


TOWN CLERK

APPROVED THIS 30th DAY OF July, 2014.



UTILITIES DEPARTMENT

7351 SW 30 STREET, DAVIE, FLORIDA 33314
PHONE: 954.327.3742 • FAX: 954.327.3752 • WWW.DAVIE-FL.GOV

Memorandum

TO: Herb Hyman, Procurement Manager

FROM: Neil Buckeridge, Superintendent of Operations

THROUGH: Don Bayler, Utilities Director 

SUBJECT: Bid No. B-14-57

DATE: June 17, 2014

The Utilities Department is recommending award of the bid for CHEMICAL REAGENTS FOR WATER SAMPLE TESTING (Bid#14-57) to both the first and second lowest bidders: PETC LLC and Environmental Reagent Service.

PETC LLC was the lowest bidder at a cost of \$114,214.02 annually. Environmental Reagent Services was the second lowest bidder at a cost of \$148,393.39 annually. We are requesting that the bid be awarded to both vendors to allow for the timely purchase of testing chemicals in the event of one vendor not having an item readily available.

BID TABULATION
B-14-57

BIDDER	Professional Environmental Testing & Consulting LLC	Environmental Reagent Services	Fisher Scientific Co. LLC
TOTAL BID	\$114,214.02	\$148,393.39	\$318,056.04
OUTCOME	AWARDED	AWARDED	BID NOT AWARDED
REASON	Lowest responsive bid	Second lowest responsive bid	Highest responsive bid



TOWN OF DAVIE PROCUREMENT AUTHORIZATION FORM

ITEM DESCRIPTION (include what the item is used for, reason for bidding, expiration date of existing contract, etc.)

Chemical Reagents for the testing of Water and Wastewater quality. Co-op Bid
WITH THE TOWN OF DAVIE ACTING AS LEAD AGENCY
METHOD OF PROCUREMENT (mark the one that applies)

☒ Open Competitive Bidding ☐ Sole Source ☐ Single Source ☐ Co-Op Bid Number _____

☐ Piggyback on Contract Number (including name of entity) _____

☐ Request for Proposal/Qualification ☐ Reverse Bid

ACCOUNT NUMBER: 400.60.100.536-55210 (Utilities) APPROXIMATE COST \$20,000.00
ACCOUNT NAME: Testing Chemicals

Signed and Date: [Signature]
Department Director

TOWN ADMINISTRATOR AND BUDGET/FINANCE DEPT. USE ONLY. DO NOT WRITE BELOW THIS LINE.

Funds pre-encumbered by requisition number <u>2014-327</u>	Sign and Date <u>[Signature]</u> <u>3/31/14</u>
Approved for Availability of Funds:	Sign and Date <u>[Signature]</u> <u>3/31/14</u>
	Budget/Finance Director or Designee
Sign and Date by Town Administrator <u>[Signature]</u> <u>4-7-14</u>	

Vendor	BIDS SUBMITTED	Cost/Ranking
PROFESSIONAL ENVIRONMENTAL TESTING + CONSULTING LLC		\$114,214.02
ENVIRONMENTAL REAGENT SERVICE		\$148,393.39
FISHER SCIENTIFIC CO.		\$318,056.04

Signed [Signature]
Procurement Manager

STAFF RECOMMENDATION/COMMENTS	
PROFESSIONAL ENVIRONMENTAL TESTING + CONSULTING	\$114,214.02
ENVIRONMENTAL REAGENT SERVICE	\$148,393.39
Vendor	Cost

BID OPENING REPORT

BID NAME: Chemical Reagents for Water

TIME: 2:00

BID NUMBER: B-1457 sample testing

DATE: 5.27.14

ESTIMATED COST: \$20,000.00 COOP Bid

NO. CONTRACTOR'S NAME BID AMOUNT COMMERCIAL RANKING

1.	Fisher Scientific	See Attached Bid	
2.	Professional Environmental Testing	Submittal	
3.	Environmental Reagent		
4.			
5.			
6.			
7.			
8.			
9.			
10.			

REMARKS

SPECS SENT TO SEVEN (7) PROSPECTIVE BIDDERS
THE TOWN REC'D THREE (3) BIDS

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: Angela Salinas

DATE: 5.27.14

WITNESS: Elena Muniz

DATE: 5.27.14

	A	B	C	D
1				
2			CHEMICAL REAGENTS	
3				
4				
5		PROFESSIONAL	ENVIRONMENTAL	FISHER
6		ENV. TESTING	REAGENTS	SCIENTIFIC
7	Pints	\$10.40	\$30.50	
8	Quarts	\$20.10	\$59.70	
9	Gallons	\$45.50	\$90.50	
10	Methyl Purple Indicator			
11	Pints	\$12.00	\$17.00	\$48.42
12	Quarts	\$21.46	\$25.50	\$47.48
13	Gallons	\$65.00	\$35.80	\$125.20
14	Methyl Orange			
15	Pints	\$5.60	\$15.40	\$53.70
16	Quarts	\$12.80	\$25.50	\$34.55
17	Gallons	\$35.00	\$35.80	\$83.40
18	Sodium Carbonate (0.05N)			
19	Pints	\$6.22	\$14.80	\$29.15
20	Quarts	\$8.80	\$25.30	\$43.40
21	Gallons	\$29.00	\$35.80	\$43.40
22	Sodium Thiosulfate (0.1N)			
23	Pints	\$6.22	\$7.00	\$20.60
24	Quarts	\$8.80	\$17.50	\$30.45
25	Gallons	\$29.00	\$28.00	\$79.20
26	Phenolphthalien			
27	Pints	\$9.90	\$14.26	\$95.40
28	Quarts	\$18.60	\$24.81	\$378.60
29	Gallons	\$68.50	\$82.69	\$378.60
30	Sulfuric Acid (1.0N)			
31	Pints	\$4.50	\$11.20	\$20.20
32	Quarts	\$8.80	\$21.70	\$57.00
33	Gallons	\$28.35	\$32.20	\$110.98
34	Sulfuric Acid (5.25N)			
35	Pints	\$8.90	\$32.00	\$38.45
36	Quarts	\$16.20	\$42.50	\$29.45
37	Gallons	\$44.50	\$53.00	\$78.06

	A	B	C	D
		PROFESSIONAL	ENVIRONMENTAL	FISHER
		ENV. TESTING	REAGENTS	SCIENTIFIC
38				
39				
40	Sulfuric Acid (0.02N)			
41	Pints	\$4.50	\$6.40	\$22.95
42	Quarts	\$6.75	\$9.99	\$49.40
43	Gallons	\$14.50	\$22.81	\$84.69
44	Calcium Hardness Buffer			
45	Pints	\$6.75	\$8.65	\$33.79
46	Quarts	\$13.41	\$17.63	\$63.15
47	Gallons	\$29.50	\$53.21	\$68.05
48	Calcium Hardness Indicator			
49	Pints	\$8.10	\$29.58	\$48.90
50	Quarts	\$13.95	\$55.00	
51	Gallons	\$31.50	\$165.12	
52	EDTA Titrant (0.01M)			
53	Pints	\$4.50	\$4.82	\$21.75
54	Quarts	\$6.75	\$9.65	\$29.30
55	Gallons	\$14.85	\$18.01	\$59.10
56	Nitric Acid (0.1N)			
57	Pints	\$13.95	\$26.88	\$25.05
58	Quarts	\$23.40	\$37.38	\$112.80
59	Gallons	\$38.00	\$47.88	\$54.53
60	Mercuric Nitrate (1 ml = 5 mg CL)			
61	Pints	\$17.60		\$63.10
62	Quarts	\$25.20		\$104.10
63	Gallons	\$50.00		\$224.00
64	Mercuric Nitrate Indicator High			
65	Pints	\$17.10	\$28.50	
66	Quarts	\$33.40	\$57.00	
67	Gallons	\$65.00	\$190.50	
68	Mercuric Nitrate (0.141N)			
69	Pints	\$16.20	\$22.73	\$63.10
70	Quarts	\$30.60	\$42.60	\$104.10
71	Gallons	\$58.80	\$66.70	\$224.00
72				
73				

A		B	C	D
		PROFESSIONAL ENV. TESTING	ENVIRONMENTAL REAGENTS	FISHER SCIENTIFIC
74				
75				
76	Mercuric Nitrate (0.0141N)			
77	Pints	\$7.50	\$10.69	\$40.30
78	Quarts	\$13.50	\$18.46	\$48.10
79	Gallons	\$45.00	\$66.70	\$125.70
80	Mercuric Nitrate Indicator Low			
81	Pints	\$13.95	\$20.30	
82	Quarts	\$33.40	\$40.60	
83	Gallons	\$65.00	\$136.00	
84	Potassium Chromate Indicator			
85	Pints	\$7.50	\$12.00	\$44.00
86	Quarts	\$12.50	\$24.00	\$44.00
87	Gallons	\$29.75	\$50.50	\$164.97
88	Silver Nitrate Solution (0.0141 N)			
89	Pints	\$11.25	\$16.41	\$29.60
90	Quarts	\$19.80	\$29.24	\$89.59
91	Gallons	\$43.20	\$63.40	\$92.40
92	Sodium Hydroxide (1.0N)			
93	Pints	\$6.75	\$13.79	\$23.25
94	Quarts	\$13.41	\$27.56	\$49.05
95	Gallons	\$29.50	\$55.16	\$80.68
96	Sulfuric Acid (1.0N)			
97	Pints	\$4.50	\$4.72	\$20.20
98	Quarts	\$10.00	\$9.55	\$57.00
99	Gallons	\$30.50	\$20.81	\$138.90
100	Barium Diphenylaminesulfonate (0.1%)			
101	Pints	\$10.92		\$40.92
102	Quarts	\$18.00		\$40.92
103	Gallons	\$35.00		
104	DPD Indicator			
105	Pints	\$8.55	\$12.06	\$68.20
106	Quarts	\$14.85	\$20.68	\$108.40
107	Gallons	\$45.00	\$47.00	\$320.00
108				
109				

	A	B	C	D
		PROFESSIONAL	ENVIRONMENTAL	FISHER
		ENV. TESTING	REAGENTS	SCIENTIFIC
110				
111				
112	DPD Phosphate Buffer			
113	Pints	\$8.10	\$11.74	\$42.35
114	Quarts	\$13.25	\$36.94	\$59.50
115	Gallons	\$41.40	\$47.54	\$186.50
116	FAS Titrant			
117	Pints	\$8.55	\$13.30	
118	Quarts	\$13.50	\$19.30	
119	Gallons	\$39.55	\$45.50	
120	Ortho Toluidine			
121	Pints	\$5.00		\$34.88
122	Quarts	\$9.00		\$93.09
123	Gallons	\$20.00		\$93.09
124	Phenylarsine Oxide (0.00564N)			
125	Pints	\$4.50		\$101.00
126	Quarts	\$6.50		\$101.00
127	Gallons	\$16.50		\$313.00
128	Phosphate Buffer (pH7)			
129	Pints	\$14.85	\$11.74	\$33.80
130	Quarts	\$21.60	\$18.46	\$54.50
131	Gallons	\$45.00	\$57.50	\$84.64
132	Potassium Dichromate			
133	Pints	\$8.90	\$28.34	\$32.35
134	Quarts	\$11.70	\$38.62	\$82.50
135	Gallons	\$31.00	\$121.42	\$138.60
136	Potassium Iodide Solution (0.5%)			
137	Pints	\$11.25	\$15.81	\$51.10
138	Quarts	\$20.50	\$24.81	\$51.10
139	Gallons	\$45.00	\$89.58	
140	Potassium Iodide Solution (5%)			
141	Pints	\$14.50	\$26.30	\$33.55
142	Quarts	\$26.80	\$52.55	\$75.80
143	Gallons	\$48.00	\$75.40	\$160.50
144				
145				

	A	B	C	D
146		PROFESSIONAL	ENVIRONMENTAL	FISHER
147		ENV. TESTING	REAGENTS	SCIENTIFIC
148	Potassium Iodide Crystals			
149	4 oz. container	\$18.70	\$26.25	\$203.72
150	8 oz. container	\$34.00	\$50.99	\$201.95
151	Potassium Permanganate (1000 ppm)			
152	Pints	\$16.50		\$50.80
153	Quarts	\$31.00		\$45.55
154	Gallons	\$65.00		\$45.55
155	Sulfuric Acid (1:4)			
156	Pints	\$5.50	\$40.34	
157	Quarts	\$9.00	\$50.84	
158	Gallons	\$25.00	\$61.34	
159	Thioacetamide Solution (0.25%)			
160	Pints	\$6.50		\$50.20
161	Quarts	\$11.00		\$50.20
162	Gallons	\$20.00		
163	HACH DPD Total Chlorine Reagent			
164	5 ml - 100/box	\$19.00	\$23.27	\$19.62
165	10 ml - 100/box	\$21.15	\$24.18	\$21.95
166	25 - 100/box	\$192.00	\$236.40	\$25.00
167	HACH DPD Total Chlorine Indicator Kit			
168	Part No. 25570-00 (20) Annual	\$53.75	\$67.20	\$48.05
169	HACH DPD Free Chlorine Reagent			
170	5 ml - 100/box	\$19.00	\$24.24	\$19.62
171	10 ml - 100/box	\$21.15	\$25.20	\$21.95
172	25 - 100/box	\$192.00	\$215.10	\$25.00
173	Color Standard (10 units)			
174	Pints	\$22.10	\$34.45	\$239.50
175	Quarts	\$29.75	\$43.75	\$239.50
176	Gallons	\$56.00	\$68.50	\$98.73
177	Color Standard (15 units)			
178	Pints	\$31.00	\$48.25	\$239.50
179	Quarts	\$35.70	\$56.05	\$54.86
180	Gallons	\$45.50	\$68.05	\$54.86
181				

	A	B	C	D
182		PROFESSIONAL	ENVIRONMENTAL	FISHER
183		ENV. TESTING	REAGENTS	SCIENTIFIC
184	Potassium Chloride (0.1M) (1413 Umhos/cm)			
185	Pints	\$13.50	\$39.84	
186	Quarts	\$24.50	\$76.56	
187	Gallons	\$42.00	\$125.40	
188	Fluoride Standard (0.10 mg/l)			
189	Pints	\$9.60	\$15.16	
190	Quarts	\$18.40	\$30.33	
191	Gallons	\$37.60	\$62.01	
192	Fluoride Standard (0.50 mg/l)			
193	Pints	\$9.60	\$14.49	\$25.06
194	Quarts	\$18.40	\$30.33	\$23.96
195	Gallons	\$37.60	\$62.01	
196	Fluoride Standard (1.0 mg/l)			
197	Pints	\$9.60	\$15.16	\$60.00
198	Quarts	\$18.40	\$23.09	\$95.20
199	Gallons	\$37.60	\$63.12	\$95.20
200	Fluoride Standard (2.0 mg/l)			
201	Pints	\$9.60	\$18.95	
202	Quarts	\$18.40	\$34.45	
203	Gallons	\$37.60		
204	Fluoride Standard (5.0 mg/l)			
205	Pints	\$12.00	\$18.95	
206	Quarts	\$22.40	\$35.16	
207	Gallons	\$41.50		
208	Fluoride Standard (10.0 mg/l)			
209	Pints	\$13.60	\$38.60	\$73.70
210	Quarts	\$24.40	\$54.81	\$73.70
211	Gallons	\$42.50		
212	TISAB			
213	Pints	\$10.50	\$14.55	
214	Quarts	\$20.70	\$29.15	\$180.63
215	Gallons	\$65.70	\$66.45	\$181.81
216				
217				

A		B	C	D
218		PROFESSIONAL	ENVIRONMENTAL	FISHER
219		ENV. TESTING	REAGENTS	SCIENTIFIC
220	Hydrochloric Acid 10%			
221	Pints	\$9.00	\$13.10	\$23.95
222	Quarts	\$14.50	\$19.69	\$34.00
223	Gallons	\$25.10	\$23.43	\$65.90
224	Hydrochloric Acid 20%			
225	Pints	\$9.50		\$32.45
226	Quarts	\$15.50		\$48.05
227	Gallons	\$28.50		\$78.40
228	HACH Ferro Ver Iron			
229	5 ml - 100/box	\$17.50	\$22.47	\$194.70
230	10 ml - 100/box	\$21.00	\$26.34	\$194.70
231	25 ml - 100/box	\$22.00	\$32.34	\$194.70
232	HACH Ferrozine			
233	25 ml - 50/box	\$20.45	\$24.54	\$36.20
234	BUFFER pH 4			
235	Pints	\$7.00	\$10.35	\$33.04
236	Quarts	\$13.50	\$20.68	\$55.95
237	Gallons	\$35.50	\$30.13	\$55.95
238	BUFFER pH 7			
239	Pints	\$7.00	\$10.35	\$33.15
240	Quarts	\$13.50	\$20.68	\$53.00
241	Gallons	\$35.50	\$30.13	\$51.36
242	BUFFER pH 10			
243	Pints	\$7.00	\$10.35	\$33.95
244	Quarts	\$13.50	\$20.68	\$53.84
245	Gallons	\$35.50	\$30.13	\$53.84
246	GLI Salt Blocks			
247	Part #60-9765-000-005	\$41.50	\$252.00	\$81.26
248	pH 7 Buffer, Standard Cell Solution 500 ml			
249	Part #25mlal001-115	\$41.50	\$67.20	\$68.60
250	Total Hardness Buffer			
251	Pints	\$13.86	\$19.30	\$62.50
252	Quarts	\$16.90	\$24.96	\$51.62
253	Gallons	\$45.90	\$67.53	\$55.63

A		B	C	D
254		PROFESSIONAL	ENVIRONMENTAL	FISHER
255		ENV. TESTING	REAGENTS	SCIENTIFIC
256	EDTA Hardness Reagent (0.01 M)			
257	Pints	\$4.50	\$4.83	
258	Quarts	\$6.50	\$9.65	
259	Gallons	\$14.85	\$15.70	
260	Total Hardness Indicator			
261	Pints	\$9.50	\$20.64	\$178.70
262	Quarts	\$14.50	\$38.28	
263	Gallons	\$31.50	\$132.10	
264	Formazin STD (400 NTU)			
265	Pints	\$29.00	\$24.15	\$40.30
266	Quarts	\$45.00	\$36.05	\$41.43
267	Gallons	\$79.00	\$42.08	
268	Formazin STD (1 NTU)			
269	Pints	\$6.75	\$23.15	\$100.90
270	Quarts	\$11.50	\$35.05	\$100.90
271	Gallons	\$18.75	\$41.08	\$100.90
272	Formazin STD (10 NTU)			
273	Pints	\$6.75	\$23.15	\$145.10
274	Quarts	\$11.50	\$35.05	\$145.10
275	Gallons	\$18.75	\$41.08	\$178.20
276	Formazin STD (100 NTU)			
277	Pints	\$6.75	\$23.15	\$115.22
278	Quarts	\$11.50	\$35.08	\$115.22
279	Gallons	\$18.75	\$41.08	\$547.50
280	Type A/E Glass Fiber Filter			
281	25 mm 500/pack	\$24.50	\$32.34	
282	Kim Wipes			
283	4.5' x 8.5" Boxes	\$3.50	\$5.21	6.32
284	Free Ammonia Reagent			
285	Bottles 4 ml	\$41.59	49.9	35.81
286	Phosphate Reagent			
287	100/bag	\$23.25	40.68	
288	Electrode Storage Solution			
289	500 ml/bottle	\$31.95	29.94	51.23

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Carell Ann Vassell Kreither

Business name/disregarded entity name, if different from above
Professional Environmental Testing + Consulting

Check appropriate box for federal tax classification (required):
☐ Individual/sole proprietor
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) S
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
4650 SW 51 Street # 702

City, state, and ZIP code
Davie, FL 33314

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--

Employer identification number

4	6	-	2	7	4	8	8	4	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here
Signature of U.S. person ▶ David G. Kreither
Date ▶ 5/22/14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**Town of Davie
Vendor/Bidder Disclosure**

I, David Kreitner, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Professional Environmental Testing + Consulting LLC
Address: 4650 SW 51 Street #702
Davie, FL 33314
FEIN 46-2748847
State and date of incorporation FL 5/10/2013

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
<u>Michael G. Vassell, Jr.</u>	<u>9361 NW 42 Court</u>	<u>%</u>
	<u>Sunrise, FL 33351</u>	
<u>Carol-Ann Vassell Kreitner</u>	<u>"</u>	<u>%</u>
<u>David J. Kreitner</u>	<u>"</u>	<u>%</u>
		<u>%</u>

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

n/a

By: David J. Kreitner
Signature of Affiant

Date: 5/22/14

David J. Kreitner
Print Name

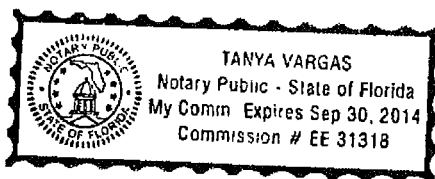
SUBSCRIBED AND SWORN TO or affirmed before me this 22nd day of May 2014 by David Kreitner, he/she is personally known to me or has presented FL Drivers License as identification.

[Signature]
Notary Public, State of Florida at Large

Tanya Vargas
Print or Stamp of Notary

EE 31318
Serial Number

My Commission Expires: Sept 2014



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company

PROFESSIONAL ENVIRONMENTAL TESTING AND CONSULTING, LLC

Filing Information

Document Number	L13000069108
FEI/EIN Number	46-2748847
Date Filed	05/10/2013
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	05/28/2013
Event Effective Date	NONE

Principal Address

4650 SW 51 STREET
#702
DAVIE, FL 33314

Mailing Address

4650 SW 51 STREET
#702
DAVIE, FL 33314

Registered Agent Name & Address

VASSELL, MICHAEL G, JR.
9361 NW 42 COURT
SUNRISE, FL 33351

Authorized Person(s) Detail

Name & Address

Title MGR

VASSELL KREITNER, CAROL A
9361 NW 42 COURT
SUNRISE, FL 33351

Title MGR

KREITNER, DAVID J
9361 NW 42 COURT
SUNRISE, FL 33351

Title MGRM

VASSELL, MICHAEL G, JR.

9361 NW 42 COURT

SUNRISE, FL 33351

[Contact Us](#)

[E-Filing Services](#)

[Document Searches](#)

[Forms](#)

[Help](#)

Annual Reports

Report Year

Filed Date

2014

04/27/2014

Document Images

04/27/2014 -- ANNUAL REPORT

[View image in PDF format](#)

05/28/2013 -- LC Amendment

[View image in PDF format](#)

05/10/2013 -- Florida Limited Liability

[View image in PDF format](#)

[Copyright ©](#) and [Privacy Policies](#)

State of Florida, Department of State

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
ENVIRONMENTAL REAGENT SERVICE

Check appropriate box for federal tax classification (required): ☐ Individual sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C= C corporation, S= S corporation, P= partnership):

☐ Other (see instructions):

Address (number, street, and apt. or suite no.)
3860 SW 30TH AVE

City, state, and ZIP code
FT LAUD FL 33312

List account number(s) here (optional)

Requester's name and address (optional)

Section 1 Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

SSN/ EIN number

Employer identification number
65-0388195

Section 2 Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person **3-26-14**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partner's share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partner's share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**Town of Davie
Vendor/Bidder Disclosure**

I, JULIE FURMAN being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization:	<u>ENVIRONMENTAL REAGENT</u>
	<u>SERVICE</u>
Address:	<u>3860 SW 30TH AVE</u>
	<u>FT LAUDERDALE FL 33312</u>
FEIN	<u>65-0388195</u>
State and date of incorporation	<u>FL 02-12-1993</u>

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
<u>JULIE FURMAN</u>	<u>3860 SW 30TH</u>	<u>100</u> %
	<u>FT LAUD FL 33312</u>	%
		%
		%

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

By: _____

Signature of Affiant

Date: 5-27-14

Julie Furman
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 27th day of May 2014, by Julie Furman, he/she is personally known to me or has presented U.S. Passport as identification.



JULIE M. CASTRO
MY COMMISSION # EE 195574
EXPIRES: May 4, 2016
Bonded thru Budget Notary Services

Julie M. Castro
Notary Public, State of Florida at Large

Julie M. Castro

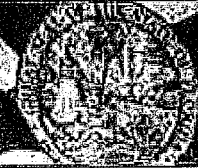
Print or Stamp of Notary

EE 195574

Serial Number

My Commission Expires: May 4, 2016

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation

ENVIRONMENTAL REAGENT SERVICE, INC.

Filing Information

Document Number	P93000010996
FEI/EIN Number	650388195
Date Filed	02/12/1993
State	FL
Status	ACTIVE

Principal Address

3860 SW 30TH AVE
HOLLYWOOD, FL 33312

Changed: 04/27/2007

Mailing Address

P. O. BOX 841305
PEMBROKE PINES, FL 33084

Changed: 03/19/1998

Registered Agent Name & Address

FURMAN, JULIE J
3860 SW 30TH AVENUE
HOLLYWOOD, FL 33312

Name Changed: 06/03/2013

Address Changed: 02/11/2008

Officer/Director Detail

Name & Address

Title P

FURMAN, JULIE J
3860 SW 30TH AVE
FORT LAUDERDALE, FL 33312

Annual Reports

Report Year	Filed Date
-------------	------------

2011	03/24/2011
2012	04/24/2012
2013	06/03/2013

[Home](#) [Contact Us](#)

[E-Filing Services](#)

[Document Searches](#)

[Forms](#)

[Help](#)

[Document Images](#)

06/03/2013 -- ANNUAL REPORT	View image in PDF format
04/24/2012 -- ANNUAL REPORT	View image in PDF format
03/24/2011 -- ANNUAL REPORT	View image in PDF format
04/05/2010 -- ANNUAL REPORT	View image in PDF format
01/13/2009 -- ANNUAL REPORT	View image in PDF format
02/11/2008 -- ANNUAL REPORT	View image in PDF format
04/27/2007 -- ANNUAL REPORT	View image in PDF format
05/02/2006 -- ANNUAL REPORT	View image in PDF format
04/28/2005 -- ANNUAL REPORT	View image in PDF format
04/30/2004 -- ANNUAL REPORT	View image in PDF format
03/31/2003 -- ANNUAL REPORT	View image in PDF format
04/02/2002 -- ANNUAL REPORT	View image in PDF format
03/23/2001 -- ANNUAL REPORT	View image in PDF format
05/01/2000 -- ANNUAL REPORT	View image in PDF format
04/06/1999 -- ANNUAL REPORT	View image in PDF format
03/19/1998 -- ANNUAL REPORT	View image in PDF format
05/08/1997 -- ANNUAL REPORT	View image in PDF format
04/23/1996 -- ANNUAL REPORT	View image in PDF format
04/27/1995 -- ANNUAL REPORT	View image in PDF format

[Copyright ©](#) and [Privacy Policies](#)

State of Florida, Department of State

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

Item Number: 25.

To: Mayor and Councilmembers

From: Don Bayler/Utilities

Prepared By: Heidi G. Klemm-Phillip - Utilities

Subject: Resolution

**Affected
District:** Town Wide

Item Request: Schedule for Council Meeting

**Title of Agenda
Item:** **BID SELECTION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AWARDED THE BID FOR CHEMICAL REAGENTS (BID #14-57) TO PROFESSIONAL ENVIRONMENTAL TESTING & CONSULTING LLC AND ENVIRONMENTAL REAGENT SERVICE.**

**Executive
Summary:** A competitive bid was conducted for chemical reagents needed by the Utilities Department to test water samples. The Town acted as lead agency for the Southeast Florida Cooperative Purchasing Group for this bid.

Key Points:

- Specs were sent out to seven (7) prospective bidders and posted on the Town's website; three (3) bids were received.
- We are recommending awarding the bid to the two lowest bidders: Professional Environmental Testing and Consulting LLC (\$114,214.02) and Environmental Reagent Service (\$148,393.39).
- The Town's yearly expenditure for chemical reagents is budgeted at \$20,000.
- Initial contract term is for two (2) years with the option to extend the contract for two (2) additional two (2) year periods.
- By awarding the bid to two vendors, it will allow for the timely purchase of testing chemicals in the event one vendor does not have an item readily available.

**Previous
Actions:** N/A

Concurrences: The Utilities Director and staff as well as the Procurement Manager have all reviewed and agreed.

Fiscal Impact:

Has request been budgeted? Yes

If yes expected cost: \$20,000

Account name and number: 400.60.100.536-55210 - Water Chemicals

If no, amount needed:

Account name funds will be appropriated from

Additional Comments

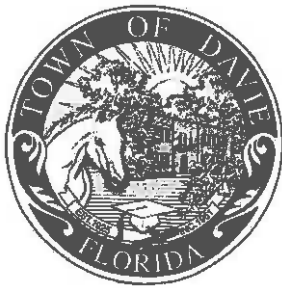
Recommendation: Motion to approve

Strategic Goals This Item Supports:

Commitment to Customer Satisfaction, Dedication to Excellence in Service Delivery, Nurturing the health, safety, and welfare of the community

ATTACHMENTS:

File Name	Description
☐ <u>R2014 CHEMICAL REAGENTS.docx</u>	Resolution
☐ <u>Chemical Reagent Backup.pdf</u>	Chemical Reagent Backup



BUDGET AND FINANCE DEPARTMENT
PURCHASING DIVISION

6591 ORANGE DRIVE • DAVIE, FLORIDA 33314
PHONE: 954.797.1016 • FAX: 954.797.1049 • WWW.DAVIE-FL.GOV

May 6, 2014

NOTICE TO BIDDERS

The Town of Davie is accepting sealed bids until 2:00 p.m. on Tuesday, May 27, 2014, for the following:

CHEMICAL REAGENTS FOR WATER SAMPLE TESTING, B-14-57

Complete bid specifications are enclosed. Any questions pertaining to this specification should be addressed to Herb Hyman, Procurement Manager, 6591 Orange Drive, Davie, Florida 33314. Phone (954) 797-1016.

Companies that do not wish to bid for this purchase, but would like to be notified of future bids, should submit a "NO BID" response.

Sealed bid envelopes should be marked with the company name, bid name and number and boldly marked "SEALED BID". One original and two (2) copies of all sealed bids should be delivered to the Purchasing Division, 6591 Orange Drive, Davie, Florida 33314. Bids will be opened on or about 2:00 p.m., Tuesday, May 27, 2014, at the Davie Town Hall. Any bids received after the specified due date and time will be rejected and returned unopened. This will be a public bid opening.

The Town of Davie reserves the right to reject any and/or all bids.

A handwritten signature in black ink, appearing to read "Herb Hyman", is written over the printed name.

Town of Davie
Herb Hyman, CPPO, CPPB, FCPM, FCPA, FCCN
Procurement Manager



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

General Terms and Conditions

1. Submission and Receipt of Bids

It will be the sole source responsibility of the bidder to see that their bid is received prior to the specified time of bid opening as identified herein. Bids will be submitted in sealed envelopes showing the bidder's return address and clearly marked "Sealed Bid- (specify name of bid)". If bid is sent by mail, the bidder shall be responsible for its delivery to the office of the Purchasing Division by or prior to the hour and date shown herein for receipt of bids. Bids received after that hour and date will not be considered and will be returned unopened.

Bidders shall submit all pricing information on the proposal forms furnished. All quotations and proposals must be signed in those spaces provided with the firm name and by an officer or employee having the authority to bind the company or firm by his signature.

Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be typewritten or written with pen and ink. Signatures must be in ink.

2. Delivery

Items shall be delivered F.O.B. destination (where applicable). The delivery costs and charges will be included in the bid price. Failure to do so may be cause for rejection of your bid.

3. Discounts

All discounts (prompt payment, overall award of all bid items, etc.) will be considered in evaluation to determine the lowest "net" cost to the Town.

4. Brand Names

Whenever materials or equipment are specified or described in the specification by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. The bidder will be required to submit sufficient information with his/her bid to allow the Town to determine that the material or equipment proposed is equivalent to that named. The Town will be the sole judge concerning the merits of proposed material or equipment.

5. Taxes

The Town of Davie is exempt from any taxes imposed by the State or Federal Government. Exemption certificates will be supplied upon request.

6. Signed Bid Considered an Offer

This signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Town Council of the Town of Davie. In case of default on the part of the bidder after such acceptance, the Town may take such portion as it deems appropriate including legal action for damages or specific performance.

7. Reservations for Rejection and Award

The Town reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request rebids on required goods or services. The Town also reserves the right to award the contract on such goods or services the Town deems will best serve its interests.

8. Prices to be Firm

Bidder warrants by virtue of bidding that prices and terms and conditions in the bid will be firm for acceptance and will not be withdrawn for a period of ninety (90) days from the date of the bid opening. Prices shall be firm with no escalator clauses.

9. Laws and Regulations

All applicable laws and regulations of the Federal Government, the State of Florida, and ordinances of the Town of Davie will apply to any resulting award. All occupational and health administration (O.S.H.A.) rules and/or regulations will apply to any goods or services supplied as a result of this bid.

10. Public Entity Crimes Information

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity in the excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

11. Discrimination

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.

12. Legal Workforce

Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully issued a current work permit or admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. The Contractor shall be responsible for using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all employees or subcontractors during the term of this contract. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

13. Conflicting Language

Should the specific terms and conditions conflict with the general terms and conditions, the specific terms and conditions shall prevail.

14. Payment

The Town's preferred method of payment is through use of its procurement card (Visa). Evaluation credit will be given to vendors who will accept this payment method.

All appropriately submitted invoices other than those paid with a procurement card will be paid in accordance with the Florida Prompt Payment Act.

15. Gifts and Gratuities

Town policy prohibits acceptance of any gifts. Employees must not become obligated to any supplier and shall not participate in any Town transaction from which they will benefit directly or indirectly.

16. Insurance

The insurance requirements stated in this specification are the limits that will be required in order to be recommended for award. Bidders MUST submit a certificate of insurance with their bid

submittal OR a letter from their insurance broker stating that the firm qualifies for the required limits should they be in a position to be recommended for award.

If a bidder provides the letter from their insurance broker, they will be required to submit a certificate of insurance with the required limits prior to beginning any work.

17. Local Vendor Preference

Definitions

Local Davie Vendor- a "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business **may not** be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie and have an address that the U.S. Postal Service recognizes as being a Davie address to be eligible.

Local Broward County Vendor- a "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business **may not** be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

Bid- A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Purchasing staff on the Town's website where the award is determined by price.

Proposal- a proposal shall be any competitive solicitation by Request for Proposal (RFP) officially posted by the Town of Davie purchasing staff on the Town's website where the award is determined by qualifications.

Process

a) Competitive Bid- For bid evaluation purposes, vendors that meet the definition of "local Davie vendor" as detailed above shall be given a 5% evaluation credit. This shall mean that if a "local Davie vendor" submits a bid/quote that is within 5% of the lowest price if that lowest price is submitted by a non-Broward County vendor or within 2.5% of the lowest price if that lowest price is submitted by a Broward County vendor, the "local Davie vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Davie vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Davie vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. **If the lowest responsive and responsible bidder IS a "local Davie vendor",**

the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

For bid evaluation purposes, vendors that meet the definition of "local Broward County vendor" as detailed above shall be given a 2.5% evaluation credit. This shall mean that if a "local Broward County vendor" submits a bid/quote that is within 2.5% of the lowest price submitted by any non-Broward County vendor, the "local Broward County vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Broward County vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Broward County vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. **If the lowest responsive and responsible bidder IS a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.**

If there is a "local Davie vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local Davie vendor" will be given first option. If the "local Davie vendor" cannot beat the lowest bid received by at least 1%, an opportunity will be given to the "local Broward County vendor". If the "local Broward County vendor" cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple "local Davie vendors" submit bids/quotes which are within 5% of the lowest bid/quote if that bid/quote is from a non-Broward County bidder, or within 2.5% of the lowest bid/quote if that bid/quote is from a local Broward County bidder, then all vendors will be asked to submit a "best and final offer (BAFO)". The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least 1%, then the process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within 2.5% of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least 1% lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

b) Competitive Proposal- For evaluation purposes, "local Davie vendor" and "local Broward County vendor" shall be a criterion for award in any Request For Proposal unless specifically exempted by the Town Administrator or the Town Council.

c) Exceptions

1. No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.
2. Utilization of a State or other agency contract.
3. State or Federal law prohibits the use of local preference.

4. The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.
5. Sole source or single source purchases.
6. The "local vendor" is either non-responsive or non-responsible.
7. All bids submitted exceed the budget amount for the project.
8. Emergency purchases.
9. The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

18. Bid Protest Policy

If a vendor feels that they have been treated unfairly with regards to the results of a solicitation, or the resulting recommendation for award, they may protest the Town's action as follows:

1. The vendor must submit a letter to the Procurement Manager detailing the nature of the protest along with two (2) cashier's checks within three (3) working days of the notice of intent to award. The first check will be in the amount of \$500 (hereinafter called "the administrative fee"). The second check will be in the amount of 1% of the bid amount (hereinafter called "the protest bond"). The Town's notices of intent to award are posted on the Town of Davie website.
2. If the Procurement Manager receives a bid protest letter along with the administrative fee and the protest bond as described above, the bid award process will be suspended and the protest will be referred to the Bid Protest Committee. However, if the project is needed to protect the health, safety, and/or welfare of the residents of the Town of Davie, the award of the project will proceed without interruption. The Bid Protest Committee shall consist of three (3) Town of Davie staff member to be selected by the Town Administrator. The Procurement Manager and the employee that wrote the recommendation for award may not sit as a member of the Bid Protest Committee. However, the Procurement Manager and the staff member that wrote the recommendation for award shall be present at the hearing of the Bid Protest Committee to answer any questions pertaining to the bid process or the evaluation process.
3. The Bid Protest Committee shall schedule a hearing within ten (10) working days of receipt of the protest letter. All parties having an interest in the outcome will be notified of the date and time of the hearing. If the bid protest is denied, the vendor will forfeit the protest bond. If the protest is upheld, the protest bond will be returned to the vendor. The administrative fee shall be non-refundable in all cases.
4. If the Bid Protest Committee denies the protest, the aggrieved vendor may appeal his/her case to the Davie Town Council. In order to appeal, the vendor must notify the

Town Administrator within three (3) working days of the Bid Protest Committee's ruling. Upon notification, the Town Administrator will schedule the appeal as an agenda item on the next available Town Council agenda. All bidders will be notified of the agenda date.

5. Once the bid protest is resolved, the Town will proceed with the bid award. Except as exempted in 2 above.



BID FOR DRINKING WATER AND WASTEWATER CHEMICAL REAGENTS (COOPERATIVE BID), Bid B-14-57

The Town of Davie is soliciting bids to establish an annual contract for the purchase of Chemical reagents for drinking water and wastewater analysis. This is a cooperative invitation to bid issued by the Town of Davie on behalf of the participating Southeast Florida Governmental Purchasing Cooperative agencies referenced within these specifications, for the purchase of their respective estimated annual requirements for chemical reagents. Any reference in the bid documents to a single entity shall apply to all participating entities referenced in the Invitation to Bid. The terms and conditions of the individual contracts and/or purchase orders including, but not limited to provisions regarding invoicing, individual delivery points, delivery instructions, and insurance requirements shall be established individually by each participating governmental entity prior to award.

MUNICIPALITIES AND OTHER GOVERNMENTAL ENTITIES WHICH ARE NOT MEMBERS OF THE BROWARD CO-OP PURCHASING GROUP ARE STRICTLY PROHIBITED FROM UTILIZING ANY CONTRACT OR PURCHASE ORDER RESULTING FROM THIS BID. HOWEVER, OTHER CO-OP MEMBERS MAY PARTICIPATE IN THIS CONTRACT DURING THE RENEWAL PERIOD PROVIDED IT IS ACCEPTABLE TO THE VENDOR(S).

Some of the co-op members may currently have a contract in place for the commodities listed herein. Those entities may participate in this bid at the expiration of their current contracts.

PARTICIPATING AGENCIES:

Town of Davie
City of Coral Springs
City of Dania Beach
City of Deerfield Beach
City of North Miami Beach

A complete list of co-op members is provided in this specification.

SPECIFICATIONS/SPECIAL CONDITIONS

INTENT:

The intent of this bid is to establish an annual, open-end contract for the purchase of chemical reagents, delivered as and when needed. The reagents will be used at the Town's Drinking Water and Wastewater Treatment Plants for compliance testing of processed water/wastewater, and all products bid must be authorized for such use. The Town of Davie is acting as the lead agency on this bid for the Southeast Florida Governmental Purchasing Cooperative, and this bid solicitation includes the requirements of both the Town and the participating agencies named herein.

The successful vendor will be required to comply with all laws, regulations, and safety codes as required by applicable County, State, and Federal regulations.

CONTRACT PERIOD:

The initial contract period shall be 2 years commencing on August 21, 2014.

The Contract may be renewed for up to two (2) consecutive two (2) year periods, upon mutual agreement of the parties and approval by the Town Council.

All prices and terms shall remain fixed for the initial period of the Contract. An escalation factor of 3% or the actual increase in the Consumer Price Index (CPI) for goods and services in the Miami-Fort Lauderdale region, whichever is less, may be requested for subsequent renewals. The Town will assess all requests for price increases and determine whether it is more beneficial to accept the price increase or re-bid the contract. All other terms and conditions shall remain unchanged throughout the life of the Contract.

QUANTITIES:

No warranty or guarantee is given or implied as to the total amount to be purchased as a result of this contract. The quantities stated in this bid are estimates of annual usage, to be used for bid comparison purposes only. All products will be ordered on an as needed basis.

BASIS OF AWARD:

The Town, at its sole discretion, reserves the right to select that bidder which best serves the interest of the Town.

DELIVERY/COMPLETION:

Regular delivery time for all reagents is to be seven (7) calendars days after orders are placed. The Town or any other participating co-op member may at their discretion after twenty-four (24) hour advance notice to vendor, choose to pick up the chemical reagents at any time during the contract period.

PRICES TO BE FIRM:

Bidder warrants by virtue of bidding that prices, terms and conditions in their bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the

bidder or the Town. If awarded, the prices shall remain fixed for the entire initial two year term of the contract.

DEFAULT PROVISIONS:

In case of default by the vendor, the Town of Davie may procure the articles or services from other sources and hold the bidder responsible for any excess costs occasioned or incurred thereby.

SIGNATURE REQUIRED:

All bids must be signed with the firm's name and by an officer or employee having the authority to bind the company or firm by his/her signature.

Failure to properly sign bid may invalidate same, and it may not be considered for award.

The Town of Davie reserves the right to accept or reject any or all bids.

LAWS AND REGULATIONS:

All applicable laws and regulations of the Federal Government, State of Florida and ordinances of the Town of Davie will apply to any resulting award.

All OSHA standards, rules and/or regulations will apply to any item(s) of equipment or materials supplies as a result of this bid.

Bidder warrants, by signature on the bid sheet, prices bid are in conformance with the latest federal price guidelines, if any.

SIGNED BID CONSIDERED AN OFFER:

This signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Town of Davie, and in case of default on the part of the bidder or, after such acceptance, the Town may take such action as it deems appropriate including legal action for damages or specific performance.

VARIANCES:

Bidder to state, or attach, any variances to the Town's specifications, terms and conditions, if none, please so state.

INSURANCE:

WORKERS' COMPENSATION- STATUTORY

Policy must include Employers Liability: \$100,000 for each accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee).

COMMERCIAL GENERAL LIABILITY:

\$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for premises/operations; products/completed operations: contractual liability; independent contractors.

BUSINESS AUTO LIABILITY:

\$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for owned auto; hired autos; non-owned autos.

The Town of Davie is to be named as an additional insured. Proof of insurance and bonding shall be provided to the Town's Procurement Manager prior to the beginning of the contract period.

PUBLIC ENTITY CRIMES INFORMATION

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.0171, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods and services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, vendor or consultant under contract with any public entity, and may not transact business with any public entity.

INDEMNIFY AND HOLD HARMLESS

The vendor agrees to indemnify and hold harmless, the Town, its officers, agents, and employees, from any and all liability, defense cost, including attorneys' fees, and all other fees incidental to the defense, loss, or damage the Town may suffer as a result of claims, demands, costs, or judgments against it arising from the subject project. Nothing in this agreement shall be construed to affect in any way the Town's rights, privileges, and immunities as set forth in Florida Statute 768.28.

PAYMENT

Payment shall be in accordance with the Florida Prompt Payment Act. If the vendor will accept payment via a Visa procurement card, the payment will be expedited.

The vendor shall not assign, transfer, or subcontract this awarded contract, whether in whole or in part, without prior written approval of the Town of Davie.

CANCELLATION:

The Town of Davie reserves the right to cancel this contract upon written notice should the bidder fail to reasonably perform services as outlined herein.

AWARD OF BID:

Partial bids will be accepted, but preference will be given to complete bids. The Town reserves the right to award the contract on a split award, lump sum, or individual item basis or such combination as shall best serve the interest of the Town.

SPECIFICATIONS**SCOPE OF SERVICE:**

Vendors will be bidding on supply of all chemicals listed on the attached pages for a two year period.

DELIVERY:

All items listed will be delivered within seven (7) days after order is placed. Chemicals will be delivered to the following locations:

Town of Davie

System II WWTP

35000 NW 76th Avenue

System III WTP

3500 NW 76th Avenue

System IV WRF

7351 SW 30th Street

System V WTP

7351 SW 30th Street**City of Coral Springs**

Brian Heller, Chief Water Plant Operator

3800 NW 85 Ave., Coral Springs, FL 33065

City of Dania Beach

Phil Skidmore, Chief Treatment Plant Operator 1201 Stirling Rd. Dania Beach, FL 33004

City of Deerfield Beach

Adrian Mocanu, Laboratory Supervisor

290 Goolsby Blvd., Deerfield Beach, FL 33442

City of North Miami Beach

Kiersy Pena-Bratucu, Water Quality Mgr.

19150 NW 8 Ave., Miami, FL 33169

REAGENTS AND CHEMICALS

Pricing Sheet – Page 1

<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
ALKALINITY			
Alkalinity Indicator			
8	Pints	_____	_____
14	Quarts	_____	_____
1	Gallons	_____	_____
Methyl Purple Indicator			
10	Pints	_____	_____
23	Quarts	_____	_____
4	Gallons	_____	_____
Methyl Orange			
1	Pints	_____	_____
4	Quarts	_____	_____
1	Gallons	_____	_____
Sodium Carbonate (0.05N)			
1	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____
Sodium Thiosulfate (0.1N)			
1	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____
Phenolphthalien			
14	Pints	_____	_____
51	Quarts	_____	_____
2	Gallons	_____	_____
Sulfuric Acid (1.0N)			
1	Pints	_____	_____
1	Quarts	_____	_____
5	Gallons	_____	_____

REAGENTS AND CHEMICALS

Pricing Sheet – Page 2

<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
	Sulfuric Acid (5.25N)		
1	Pints	_____	_____
2	Quarts	_____	_____
5	Gallons	_____	_____
	Sulfuric Acid (0.02N)		
1	Pints	_____	_____
1	Quarts	_____	_____
143	Gallons	_____	_____
	CALCIUM HARDNESS		
	Calcium Hardness Buffer		
10	Pints	_____	_____
59	Quarts	_____	_____
7	Gallons	_____	_____
	Calcium Hardness Indicator		
29	Pints	_____	_____
69	Quarts	_____	_____
6	Gallons	_____	_____
	EDTA Titrant (0.01M)		
1	Pints	_____	_____
1	Quarts	_____	_____
114	Gallons	_____	_____
	CHLORIDE		
	Nitric Acid (0.1N)		
1	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____
	Mercuric Nitrate (1 ml = 5 mg Cl)		
1	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____

REAGENTS AND CHEMICALS

Pricing Sheet – Page 3

<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
	Mercuric Nitrate Indicator High		
1	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____
	Mercuric Nitrate (0.141N)		
4	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____
	Mercuric Nitrate (0.0141N)		
1	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____
	Mercuric Nitrate Indicator Low		
1	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____
	Potassium Chromate Indicator		
12	Pints	_____	_____
18	Quarts	_____	_____
7	Gallons	_____	_____
	Silver Nitrate Solution (0.0141N)		
16	Pints	_____	_____
12	Quarts	_____	_____
20	Gallons	_____	_____
	Sodium Hydroxide (1.0N)		
1	Pints	_____	_____
1	Quarts	_____	_____
23	Gallons	_____	_____

REAGENTS AND CHEMICALS

Pricing Sheet – Page 4

<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
	Sulfuric Acid (1.0N)		
1	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____
	CHLORINE RESIDUAL		
	Barium Diphenylaminesulfonate (0.1%)		
1	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____
	DPD Indicator		
12	Pints	_____	_____
45	Quarts	_____	_____
123	Gallons	_____	_____
	DPD Phosphate Buffer		
24	Pints	_____	_____
1	Quarts	_____	_____
136	Gallons	_____	_____
	FAS Titrant		
18	Pints	_____	_____
1	Quarts	_____	_____
161	Gallons	_____	_____
	Ortho Toludine		
1	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____
	Phenylarsine Oxide (0.00564N)		
1	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____

REAGENTS AND CHEMICALS

Pricing Sheet – Page 5

<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
	Phosphate Buffer (pH 7)		
2	Pints	_____	_____
1	Quarts	_____	_____
3	Gallons	_____	_____
	Potassium Dichromate (0.1N)		
1	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____
	Potassium Iodide Solution (0.5%)		
1	Pints	_____	_____
15	Quarts	_____	_____
2	Gallons	_____	_____
	Potassium Iodide Solution (5%)		
1	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____
	Potassium Iodide Crystals		
28	4 oz. containers	_____	_____
34	8 oz. containers	_____	_____
	Potassium Permanganate (1000 ppm)		
1	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____
	Sulfuric Acid (1:4)		
1	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____

REAGENTS AND CHEMICALS

Pricing Sheet – Page 6

<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
	Thioacetamide Solution (0.25%)		
1	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____
	HACH DPD Total Chlorine Reagent		
55	5 ml - 100/box	_____	_____
362	10 ml – 100/box	_____	_____
15	25 ml – 1000/box	_____	_____
	HACH TOTAL CHLORINE INDICATOR KIT	_____	_____
122	PART NO. 25570-00 (20) ANNUAL	_____	_____
	HACH DPD Free Chlorine Reagent		
27	5 ml – 100/box	_____	_____
965	10 ml – 100/box	_____	_____
15	25 ml – 1000/box	_____	_____
	COLOR		
	Color Standard (10 units)		
2	Pints	_____	_____
2	Quarts	_____	_____
11	Gallons	_____	_____
	Color Standard (15 units)		
2	Pints	_____	_____
4	Quarts	_____	_____
2	Gallons	_____	_____
	CONDUCTIVITY		
	Potassium Chlorine (0.1M) (1413 Umhos/cm)		
3	Pints	_____	_____
15	Quarts	_____	_____
5	Gallons	_____	_____

REAGENTS AND CHEMICALS

Pricing Sheet – Page 7

<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
FLUORIDE			
Standard (0.10 mg/l)			
1	Pints	_____	_____
19	Quarts	_____	_____
1	Gallons	_____	_____
Standard (0.50 mg/l)			
15	Pints	_____	_____
102	Quarts	_____	_____
1	Gallons	_____	_____
Standard (1.0 mg/l)			
4	Pints	_____	_____
86	Quarts	_____	_____
1	Gallons	_____	_____
Standard (2.0 mg/l)			
12	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____
Standard (5.0 mg/l)			
1	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____
Standard (10.0 mg/l)			
1	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____
TISAB			
1	Pints	_____	_____
4	Quarts	_____	_____
82	Gallons	_____	_____

REAGENTS AND CHEMICALS

Pricing Sheet – Page 8

<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
HYDROCHLORIC ACID			
Hydrochloric Acid 10%			
1	Pints	_____	_____
5	Quarts	_____	_____
1	Gallons	_____	_____
Hydrochloric Acid 20%			
1	Pints	_____	_____
1	Quarts	_____	_____
1	Gallons	_____	_____
IRON			
HACH Ferro Ver Iron			
13	5 ml – 100/box	_____	_____
101	10 ml – 100/box	_____	_____
152	25 ml – 100/box	_____	_____
HACH Ferrozine			
1	25 ml – 50/box	_____	_____
pH			
Buffer pH 4			
200	Pints	_____	_____
21	Quarts	_____	_____
28	Gallons	_____	_____
Buffer pH 7			
200	Pints	_____	_____
21	Quarts	_____	_____
88	Gallons	_____	_____
Buffer pH 10			
200	Pints	_____	_____
30	Quarts	_____	_____
90	Gallons	_____	_____

REAGENTS AND CHEMICALS

Pricing Sheet – Page 9

<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
	GLI SALT BLOCKS		
15	PART #60-9765-000-005		
	PH 7 BUFFER, STANDARD CELL		
	SOLUTION 500 ML		
10	PART #25mla1001-115		
	TOTAL HARDNESS		
	Total Hardness Buffer		
1	Pints		
73	Quarts		
9	Gallons		
	EDTA Hardness Reagent (0.01M)		
5	Pints		
4	Quarts		
72	Gallons		
	Total Hardness Indicator		
30	Pints		
28	Quarts		
1	Gallons		
	TURBIDITY		
	Formazin STD (400 NTU)		
3	Pints		
1	Quarts		
1	Gallons		
	Standard (1 NTU)		
1	Pints		
4	Quarts		
1	Gallons		
	Standard (10 NTU)		
2	Pints		
4	Quarts		
4	Gallons		

REAGENTS AND CHEMICALS

Pricing Sheet – Page 10

<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
	Standard (100 NTU)		
1	Pints	_____	_____
2	Quarts	_____	_____
1	Gallons	_____	_____
	TYPE A/E GLASS FIBER FILTER		
25	25 MM 500/PACK	_____	_____
	KIM WIPES		
70	4.5" X 8.5" BOXES	_____	_____
	AMMONIA		
	Free Ammonia Reagent		
38	Bottles 4ml	_____	_____
	Phosphate reagent		
25	100/bag	_____	_____
	Electrode storage solution		
13	500 ml/ Bottle	_____	_____
TOTAL			_____

PRICING FOR BID B-14-57

TOTAL COST: _____

BIDDER: _____

ADDRESS: _____

BY: _____
Signature

Please Type or Print Name Here

TITLE: _____

DATE: _____

PHONE: _____

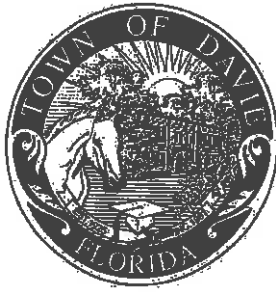
FAX: _____

E-MAIL ADDRESS: _____

Will you firm accept payment via Town of Davie procurement card:

Please circle one **YES** **NO**

All bidders must submit a completed W-9 Form, a completed e-Verification form, and a completed Vendor/Bidder Disclosure Form with their bid.



**TOWN OF DAVIE
E-VERIFY FORM**

Bid No: _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and
- (b) all persons (including subcontractors/subvendors) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

Company/Firm: _____

Authorized Signature: _____

Print Name _____

Title: _____

Date: _____

Part I Taxpayer Identification Number (TIN)

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number									
			-						

Part II Certification

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Date: _____

~~General Instructions~~

Purpose of Form

3. **Claim exemption from backup withholding** if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Abuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 6 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-9876).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The owner
	The grantor
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-808-4480 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-868-4484. You can forward suspicious emails to the Federal Trade Commission at spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Town of Davie Vendor/Bidder Disclosure

I, _____, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: _____

Address: _____

FEIN _____

State and date of incorporation _____

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

_____	_____
_____	_____
_____	_____
_____	_____

By: _____
Signature of Affiant

Date: _____

Print Name

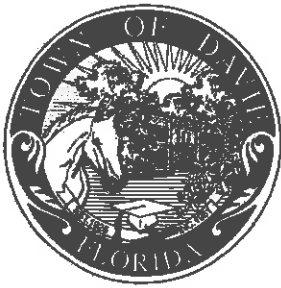
SUBSCRIBED AND SWORN TO or affirmed before me this _____ day of _____ 20__, by _____, he/she is personally known to me or has presented _____ as identification.

Notary Public, State of Florida at Large

Print or Stamp of Notary

Serial Number

My Commission Expires : _____



Town of Davie Local Vendor Preference

Affidavit of Eligibility

Complete all areas below. Incomplete forms may be rejected.

_____ My business is located within the Town of Davie.

LEGAL NAME OF FIRM: _____

Physical address: _____

Phone number _____ Fax number _____

Email address _____

Has the business name changed since it was opened in Davie? Yes _____ No _____

If Yes please provide the previous business name: _____

Taxpayer Identification Number: _____

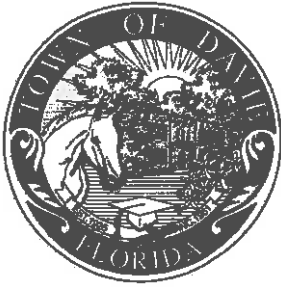
Date your business was established in Town of Davie: _____

Business license: License number: _____ Date issued: _____

_____ A copy of my Business Tax Receipt is attached.

I employ _____ (insert a number) full time employees.

If your business is a Broward County business but not located within the Town of Davie please fill out the information on the next page.



Town of Davie Local Vendor Preference Broward County Vendor

Affidavit of Eligibility

Complete all areas below. Incomplete forms may be rejected.

_____ My business is located within Broward County but not in the Town of Davie.

LEGAL NAME OF FIRM: _____

Physical address: _____

Phone number _____ Fax number _____

Email address _____

Has the business name changed since it was opened in Broward County? Yes _____ No _____

If Yes please provide the previous business name: _____

Taxpayer Identification Number: _____

Date your business was established in Broward County: _____

Business license: License number: _____ Date issued: _____

_____ A copy of my Business Tax Receipt is attached.

I employ _____ (insert a number) full time employees.

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____

Printed Name & Title: _____

BID SUBMITTAL COMPLETION CONFIRMATION for ITB's:

- _____ I, the Bidder, have completed and signed (preferably in blue ink) all required bid document pages.
- _____ I, the Bidder, have submitted my bid on the bid sheets provided, and acknowledge that bids not submitted on bid sheets provided may be rejected.
- _____ I, the Bidder, have filled in all spaces on the pricing page as noted, and acknowledged that bids with spaces left blank on the pricing page may be rejected.
- _____ I, the bidder, have included all information, certificates, licenses and additional documentation as required by the Town in this bid document.
- _____ I, the Bidder, have checked for any addendums to this bid, and will continue to check for any addendums up to the due date and time of this bid.
- _____ I, the Bidder, have included on the face of the envelope, my company name and return address, the date and time of the bid opening, and the bid name and number.
- _____ I, the Bidder, have submitted one (1) original and two (2) copies of the entire bid document and addendums.
- _____ I, the Bidder, have read and completed the Vendor/Bidder Disclosure Form.
- _____ I, the Bidder, have read and completed the W-9 Form.
- _____ I, the Bidder, am aware that a Notice of Intent to Award this bid shall be posted on the Town's website at www.davie-fl.gov and on the Town Hall bulletin board in the front lobby at Town Hall, and that it is my responsibility to check for this posting.
- _____ I, the Bidder, have submitted all supporting documentation for local preference eligibility, which must be received with the bid package prior to the bid opening date and time.
- _____ I, the Bidder, have completed this checklist and it is included with my submittal.

NAME OF COMPANY: _____

BIDDER'S NAME: _____

BIDDER'S AUTHORIZED SIGNATURE: _____

DATE: _____



Meeting Minutes Co-Op Meeting

DATE / TIME: Thursday – June 7, 2018 @ 1:00 p.m.

LOCATION: City of Miramar
Ansin Sports Complex
10801 Miramar Boulevard
Miramar, Florida 33025

Old Business:

Beau Mitchell, Chair – Broward College

Received email from Herb Hyman complimenting on the new member packet. Sent out a survey regarding the mini workshops/round tables. Has given everyone until the end of the month to respond. Was thinking having these every quarter, the month before the chapter meeting. Would like to have something set up for August.

New Business:

None.

Contract Updates:

Carbon Dioxide, Liquid Bulk Delivery (City of Pompano Beach): Should renew; participating agencies are not subject to price increase (September 9, 2018; 1 renewal @ 1 year remaining)

Chemical Reagents (Town of Davie): Renewing. (July 29, 2018; 1 renewal @ 2 years remaining)

Court Resurfacing (City Cooper City): Will be awarded the 17th of this month; will not need to extend current contract. (June 24, 2018)

Electrical Supplies (Broward County School Board): No update. (November 2, 2018; 2 renewals @ 1 year remaining)

Fire Extinguisher and Systems Service (City of Hollywood): Will be renewed. (August 31, 2018; 2 renewals @ 2 years remaining)

Impact XP Paint & IGO Striping Machines (City of Coral Springs): In contact with vendor regarding renewal; have not heard back yet. (September 3, 2018; 1 renewal @ 2 years remaining)

Irrigation Supplies (City of Ft. Lauderdale): Four vendors were originally awarded, but Core & Main will not renew because they state they are not getting purchase orders. However, it was discovered that agencies may be using p-cards instead of purchase orders. Will contact Core & Main again to let them know this to see if they will renew. (July 1, 2018; 2 renewals @ 1 year remaining)

Roof Tarps, Furnish and Delivery (City of Tamarac): Renewal sent out to Co-Op yesterday. (July 7, 2018)

Water Meter Boxes (City of Ft. Lauderdale): Issuing a new bid, but will extend current contract 90 days. (August 18, 2018)

Round Table:

The following topics were discussed amongst Co-Op members:

Rebecca Reed – City of Lake Worth

1.) Does anyone with an electric utility currently use drones? Drones that are flying near electrical lines, have to be shielded. There are not very many companies that sell these types. Agencies that use them, don't fly near lines. 2.) Has anyone used ENCO for call center services? No one used them. 3.) Does anyone have a lime sledge contract? A few agencies said they did. Will contact for pricing. 4.) For those that have electric utility, does anyone have a piggybackable contract for items such as components, cables, insulators, transformers, or poles? Someone mentioned there was a state contract.

Rick Torres – Broward Sheriff's Office

Awarded contract for emergency lights to Strobes R Us. Will send contract information to those would like to piggyback.

Randy Wood – City of Riviera Beach

Does anyone have a generator maintenance contract that is piggybackable? No one did.

Natasha Tucker – City of Delray Beach

Does anyone have a contract with Nexsan for data storage? No one did.

Angelo Salomone – City of Coral Springs

Negotiated a contract for recycling services that went to Commission on Wednesday. It was kicked back because they want them to pursue Waste Management to renew contract. Will probably appear before the Commission again on the 20th for approval. Other agencies are welcome to piggyback, but the agreement you get will depend on your contamination rate.

Andrea Lues – City of Hallandale Beach

1.) Who is currently doing a Request for Quote electronically and what system? A few people answered BidSync and Bids & Tenders. 2.) Who is leasing fuel tanks through the fuel Co-Op contract? No one answered.

Anthony Cariveau – City of Parkland

1.) Was asked to look into construction change order provisions the City currently has. Which states that all change orders must go through the Commission. If anyone has procedures for this, he would like to see them. Several agencies said theirs is on Municode (Hallandale Beach, Tamarac, Plantation & Hollywood). 2.) Was asked to doing internal purchasing audits with end users. Asked if anyone has a procedure for this? No one did.

Melicia Wilson – City of Lake Worth

Does anyone have any templates for internal surveys related for Purchasing?

Lorie Messer – City of Coconut Creek

Still researching options for recycling services.

Tania Stevens – City of Dania Beach

Tries to limit email blasts to twice a day. If your agency has any employee changes, please send an email and it will get updated.

Daren Jairam – City of Wilton Manors

Does anyone have an ITB for asphalt resurfacing/road and street maintenance? Indra with Aventura said she had one.

Yusbel Gonzalez – City of Coral Gables

Does anyone have a current and active contract for certified records management? Ft. Lauderdale has one opening on Tuesday.

Rebecca Moreau – Town of Davie

Concrete bid will be awarded on the 13th of this month.

Bobbi Williams – City of Lauderdale Lakes

1.) Does anyone have a contract for purchase and installation of impact windows? Charles Spencer with Plantation just went out to bid. 2.) When you using another agency's contract, do you get it in writing? Several said yes.

Genesis Cuevas – City of Sunny Isles Beach

Does anyone have a vendor performance template or survey? Someone said yes and they will forward to her.

Mark Gomes – City of Pembroke Pines

Has anyone done a disparity study internally? Tom Blaine with Miramar used a consultant; however, Pembroke Pines wants to save money by doing it internally. Tom recommends hiring a consultant.

Maria Salvatierra – City of Sunrise

Has anyone done a construction contract related to FDOT? Tamarac has one and will forward.

Yves Fontaine – City of Miami Gardens

Working on a STEM CMR contract for one of their parks. Is anyone familiar with these contracts? Pros and cons? Their first time using this type of contract. Angelo with Coral Springs will send him one.

Tom Blaine – City of Miramar

Recommended Rebecca Reed with Lake Work contact the City of Homestead regarding electric utilities.

Jacqueline Chapman – Broward County Purchasing

Wanted to confirm that they are hosting the meeting in October.

Evie Guzman – City of Deerfield Beach

1.) Does anyone have a contract for pre-treatment cartridge filters? No one did. 2.) Water meter fittings and water line accessories contract expires on October 31st. Will send out survey in about two weeks.

Next meeting is Friday, July 6, 2018 @ 2:00 p.m. at South Florida Regional Transportation Authority.



CONTRACT RENEWAL

Service or goods provided under this contract: CHEMICAL REAGENTS B-14-57

Renewal for 1 years

User Department: UTILITIES

The yearly cost of this contract is: ☐ \$2,500 to \$25,000 (Informal Bid)

☒ Over \$25,000 (Formal Bid)

Reason for renewing contract (i.e. price, service, etc.) SATISFY WITH SERVICE;
PRICING, TERMS & CONDITIONS REMAIN AS IS.

Contract enhancement on renewal (i.e. lower price, increased scope of services, etc):

NA

Department Signature: [Signature] Date: 8/25/16

Purchasing: Approved ✓ Denied

Reason for Denial:

Signed [Signature] Date 8/30/16

Finance: Approved ✓ Denied

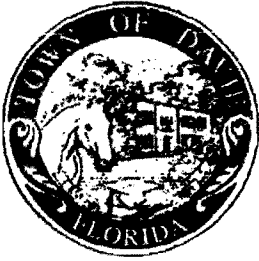
Reason for Denial:

Signed [Signature] Date 8/30/16

Administration: Approved ✓ Denied

Reason for Denial:

Signed [Signature] Date 9/9/16



UTILITIES DEPARTMENT

7351 SW 30 STREET • DAVIE, FLORIDA 33314
PHONE: 954.327.3742 • FAX: 954.327.3752 • WWW.DAVIE-FL.GOV

BIDDERS RESPONSE TO RENEWAL OF BID FOR AN ADDITIONAL TERM

BID NAME: CHEMICAL REAGENTS

BID #: B-14-57

INITIAL CONTRACT TERM: 8/21/14 TO 8/20/16

RENEWAL PERIOD: 1st Renewal Period (8/21/16 - 8/20/18)

☒ Yes, I agree to extend the existing bid for Chemical Reagents B-14-57, under the original Terms and Conditions for the first renewal period beginning August 21st, 2016 and ending August 20th, 2018.

☐ No, I do not wish to extend the existing bid for Chemical Reagents B-14-57, for the following reasons _____

Company Name: Professional Environmental Testing & Consulting, LLC

DAVID KREITNER

Name of Representative (PRINT)

David G. Kreiter

Signature

7/30/2016

Date

Project Manager

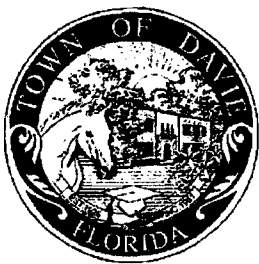
Title (PRINT)

954-440-3537

Telephone Number

petc702@comcast.net

Email



UTILITIES DEPARTMENT

7351 SW 30 STREET • DAVIE, FLORIDA 33314
PHONE: 954.327.3742 • FAX: 954.327.3752 • WWW.DAVIE-FL.GOV

BIDDERS RESPONSE TO RENEWAL OF BID FOR AN ADDITIONAL TERM

BID NAME: CHEMICAL REAGENTS

BID #: B-14-57

INITIAL CONTRACT TERM: 8/21/14 TO 8/20/16

RENEWAL PERIOD: 1st Renewal Period (8/21/16 – 8/20/18)

☒ Yes, I agree to extend the existing bid for Chemical Reagents B-14-57, under the original Terms and Conditions for the first renewal period beginning August 21st, 2016 and ending August 20th, 2018.

☐ No, I do not wish to extend the existing bid for Chemical Reagents B-14-57, for the following reasons _____.

Company Name: Environmental Reagent Service

Julie Furman

Name of Representative (PRINT)

7-19-16

Date

(954) 663-0497

Telephone Number

Julie

Signature

Lab Manager

Title (PRINT)

environmentals@bellsouth.net

Email

Digitally signed by Julie
DN: cn=Julie, o=ou,
email=juliefurman@yahoo.com, c=US
Date: 2016.07.19 15:09:15 -05'00'



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable gray boxes and submit with bid documents and applicable award notices and tabulations to lpiper@myboca.us for placement on the NIGP SE FL Florida Website Coop Contract page.

BID/RFP NO.: B-14-57

DESCRIPTION/TITLE: Chemical Reagents

INITIAL CONTRACT TERM: Starts: 8/21/14 Ends: 8/20/16

RENEWAL TERMS OF CONTRACT: 2 RENEWAL OPTIONS FOR 2 yrs. each
(Number of renewals) (period of time)

SECTION #1 - VENDOR AWARD

Vendor Name: See Attached

Vendor Address:

Contact:

Phone:

Fax:

Cell/Pager:

Email Address:

Website:

FEIN:

SECTION #2 – AWARD/BACKGROUND INFORMATION

Award Date: 7/30/14 **Resolution/Agenda Item No.:**

Insurance Required: Yes

Performance Bond Required: No

SECTION #3 - LEAD AGENCY

Agency Name: Town of Davie

Agency Address: 6591 Orange Drive, Davie, FL 33314

Agency Contact: Herb Hyman

Telephone: (954) 797-1016 **Facsimile:** (954) 797-1049

Email: herb_hyman@davie-fl.gov

CHEMICAL REAGENTS CONTACT SHEET-2014

1. Professional Environmental Testing & Consulting, LLC
4650 SW 51 Street #702
Davie, FL 33314
David Kreitner
(954) 440-3537
(954) 223-3874-fax
prtc702@comcast.net
2. Environmental Reagent Service
3860 SW 30 Ave.
Ft. Lauderdale, FL 33312
Julie Furman
(954) 316-8792
(954) 316-8793-fax
environmentalrs@bellsouth.net

RESOLUTION NO. R-2014-132

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AWARDED THE BID FOR CHEMICAL REAGENTS (BID #14-57) TO PROFESSIONAL ENVIRONMENTAL TESTING & CONSULTING LLC AND ENVIRONMENTAL REAGENT SERVICE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is in need of chemical reagents for the testing of water samples in the Utilities Department; and

WHEREAS, the Town, acting as lead agency for the Southeast Florida Cooperative Purchasing Group, solicited sealed bids for such products (Bid #14-57); and

WHEREAS, after review, the Town Council wishes to accept the bids from Professional Environmental Testing & Consulting, LLC and Environmental Reagent Service as the lowest responsive and responsible bidders.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

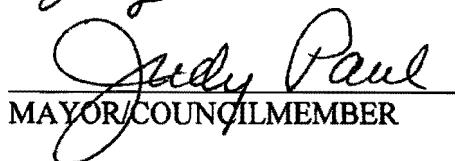
SECTION 1. The Town Council hereby accepts the bids from Professional Environmental Testing & Consulting LLC and Environmental Reagent Service for chemical reagents.

SECTION 2. The Town Council hereby authorizes the expenditure from the Utilities Department Chemicals account (400.60.100.536-55210 - \$20,000).

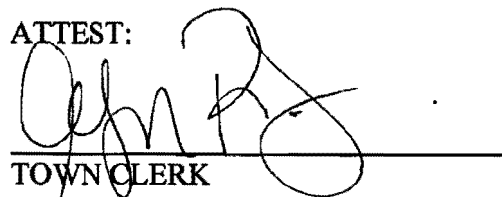
SECTION 3. The initial contract term is for two (2) years with the option to extend the contract for two (2) additional two (2) year periods by mutual agreement of the parties. Contract extensions, if appropriate, will be presented to the Town Council for approval.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 30th DAY OF July, 2014.


MAYOR/COUNCILMEMBER

ATTEST:


TOWN CLERK

APPROVED THIS 30th DAY OF July, 2014.



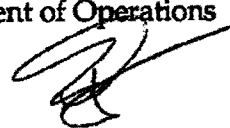
UTILITIES DEPARTMENT

7351 SW 30 STREET, DAVIE, FLORIDA 33314
PHONE: 954.327.3742 • FAX: 954.327.3752 • WWW.DAVIE-FL.GOV

Memorandum

TO: Herb Hyman, Procurement Manager

FROM: Neil Buckeridge, Superintendent of Operations

THROUGH: Don Bayler, Utilities Director 

SUBJECT: Bid No. B-14-57

DATE: June 17, 2014

The Utilities Department is recommending award of the bid for CHEMICAL REAGENTS FOR WATER SAMPLE TESTING (Bid#14-57) to both the first and second lowest bidders: PETC LLC and Environmental Reagent Service.

PETC LLC was the lowest bidder at a cost of \$114,214.02 annually. Environmental Reagent Services was the second lowest bidder at a cost of \$148,393.39 annually. We are requesting that the bid be awarded to both vendors to allow for the timely purchase of testing chemicals in the event of one vendor not having an item readily available.

BID TABULATION**B-14-57**

BIDDER	Professional Environmental Testing & Consulting LLC	Environmental Reagent Services	Fisher Scientific Co. LLC
TOTAL BID	\$114,214.02	\$148,393.39	\$318,056.04
OUTCOME	AWARDED	AWARDED	BID NOT AWARDED
REASON	Lowest responsive bid	Second lowest responsive bid	Highest responsive bid



**TOWN OF DAVIE
PROCUREMENT AUTHORIZATION FORM**

ITEM DESCRIPTION (include what the item is used for, reason for bidding, expiration date of existing contract, etc.)

Chemical Reagents for the testing of Water and Wastewater quality, Co-op Bid
WITH THE TOWN OF DAVIE ACTING AS LEAD AGENCY
METHOD OF PROCUREMENT (mark the one that applies)

☒ Open Competitive Bidding ☐ Sole Source ☐ Single Source ☐ Co-Op Bid Number _____

☐ Piggyback on Contract Number (including name of entity) _____

☐ Request for Proposal/Qualification ☐ Reverse Bid

ACCOUNT NUMBER: 400.60.100.536-55210 (Utilities) APPROXIMATE COST \$20,000.00
ACCOUNT NAME: Testing Chemicals

Signed and Date: [Signature]
Department Director

TOWN ADMINISTRATOR AND BUDGET/FINANCE DEPT. USE ONLY. DO NOT WRITE BELOW THIS LINE.

Funds pre-encumbered by requisition number: <u>2014-327</u>	Sign and Date: <u>[Signature]</u> <u>3/31/14</u>
Approved for Availability of Funds: _____	Procurement Manager
Sign and Date by Town Administrator: <u>[Signature]</u>	Budget/Finance Director or Designee: <u>[Signature]</u> <u>4-27-14</u>

BIDS SUBMITTED

<u>Vendor</u>	<u>Cost/Ranking</u>
<u>PROFESSIONAL ENVIRONMENTAL TESTING + CONSULTING LLC</u>	<u>\$114,214.02</u>
<u>ENVIRONMENTAL REAGENT SERVICES</u>	<u>\$148,393.39</u>
<u>FISHER SCIENTIFIC CO.</u>	<u>\$318,056.04</u>

Signed: [Signature]
Procurement Manager

STAFF RECOMMENDATION/COMMENTS

<u>PROFESSIONAL ENVIRONMENTAL TESTING + CONSULTING</u>	<u>\$114,214.02</u>
<u>ENVIRONMENTAL REAGENT SERVICES</u>	<u>\$148,393.39</u>
<u>Vendor</u>	<u>Cost</u>

BID OPENING REPORT

BID NAME: Chemical Reagents for Water

TIME: 2:00

BID NUMBER: B-1457 sample testing

DATE: 5-27-14

ESTIMATED COST: \$20,000.00 COOP Bid

NO. CONTRACTOR'S NAME BID AMOUNT COMMERCIAL RANKING

1.	Fisher Scientific	See Attached Bid	
2.	Professional Environmental Testing	Submittal	
3.	Environmental Request		
4.			
5.			
6.			
7.			
8.			
9.			
10.			

REMARKS

SPECS SENT TO SEVEN (7) PROSPECTIVE BIDDERS

THE TOWN REC'D THREE (3) BIDS

NOTE: THE ABOVE BID AMOUNTS HAVE NOT BEEN CHECKED, AND BID TOTALS ARE SUBJECT TO CORRECTION AFTER THE BIDS HAVE BEEN COMPLETELY REVIEWED.

THIS IS ONLY A FINANCIAL RANKING OF ALL THE BIDS RECEIVED. THE USING DEPARTMENT IS RESPONSIBLE FOR REVIEWING THE BIDS FOR COMPLIANCE WITH ALL THE BID SPECIFICATIONS PRIOR TO SUBMITTAL OF LETTER OF RECOMMENDATION.

PURCHASING OFFICIAL: Angela Salinas

DATE: 5-27-14

WITNESS: Elena Murray

DATE: 5-27-14

	A	B	C	D
1				
2			CHEMICAL REAGENTS	
3				
4		PROFESSIONAL	ENVIRONMENTAL	FISHER
5		ENV. TESTING	REAGENTS	SCIENTIFIC
6	Alkalinity Indicator			
7	Pints	\$10.40	\$30.50	
8	Quarts	\$20.10	\$59.70	
9	Gallons	\$45.50	\$90.50	
10	Methyl Purple Indicator			
11	Pints	\$12.00	\$17.00	\$48.42
12	Quarts	\$21.46	\$25.50	\$47.48
13	Gallons	\$65.00	\$35.80	\$125.20
14	Methyl Orange			
15	Pints	\$5.80	\$15.40	\$53.70
16	Quarts	\$12.80	\$25.50	\$34.55
17	Gallons	\$35.00	\$35.80	\$83.40
18	Sodium Carbonate (0.05N)			
19	Pints	\$6.22	\$14.80	\$29.15
20	Quarts	\$8.80	\$25.30	\$43.40
21	Gallons	\$29.00	\$35.80	\$43.40
22	Sodium Thiosulfate (0.1N)			
23	Pints	\$6.22	\$7.00	\$20.60
24	Quarts	\$8.80	\$17.50	\$30.45
25	Gallons	\$29.00	\$28.00	\$79.20
26	Phenolphthalein			
27	Pints	\$9.90	\$14.26	\$95.40
28	Quarts	\$18.60	\$24.81	\$378.60
29	Gallons	\$68.50	\$82.69	\$378.60
30	Sulfuric Acid (1.0N)			
31	Pints	\$4.50	\$11.20	\$20.20
32	Quarts	\$8.80	\$21.70	\$57.00
33	Gallons	\$28.35	\$32.20	\$110.98
34	Sulfuric Acid (5.25N)			
35	Pints	\$8.90	\$32.00	\$38.46
36	Quarts	\$16.20	\$42.50	\$29.45
37	Gallons	\$44.50	\$53.08	\$78.06

	A	B	C	D
38		PROFESSIONAL	ENVIRONMENTAL	FISHER
39		ENV. TESTING	REAGENTS	SCIENTIFIC
40	Sulfuric Acid (0.02N)			
41	Pints	\$4.50	\$6.40	\$22.95
42	Quarts	\$6.75	\$9.99	\$49.40
43	Gallons	\$14.50	\$22.81	\$84.89
44	Calcium Hardness Buffer			
45	Pints	\$6.75	\$8.65	\$33.79
46	Quarts	\$13.41	\$17.63	\$63.15
47	Gallons	\$29.50	\$53.21	\$68.05
48	Calcium Hardness Indicator			
49	Pints	\$8.10	\$29.58	\$48.90
50	Quarts	\$13.95	\$55.00	
51	Gallons	\$31.50	\$165.12	
52	EDTA Titrant (0.01M)			
53	Pints	\$4.50	\$4.82	\$21.75
54	Quarts	\$6.75	\$9.65	\$29.30
55	Gallons	\$14.85	\$18.01	\$59.10
56	Nitric Acid (0.1N)			
57	Pints	\$13.95	\$26.88	\$25.05
58	Quarts	\$23.40	\$37.38	\$112.80
59	Gallons	\$38.00	\$47.88	\$54.53
60	Mercuric Nitrate (1 ml = 5 mg CL)			
61	Pints	\$17.60		\$63.10
62	Quarts	\$25.20		\$104.10
63	Gallons	\$50.00		\$224.00
64	Mercuric Nitrate Indicator High			
65	Pints	\$17.10	\$28.50	
66	Quarts	\$33.40	\$57.00	
67	Gallons	\$65.00	\$190.50	
68	Mercuric Nitrate (0.141N)			
69	Pints	\$16.20	\$22.73	\$63.10
70	Quarts	\$30.60	\$42.60	\$104.10
71	Gallons	\$58.80	\$66.70	\$224.00
72				
73				

	A	B	C	D
74		PROFESSIONAL	ENVIRONMENTAL	FISHER
75		ENV. TESTING	REAGENTS	SCIENTIFIC
76	Mercuric Nitrate (0.0141N)			
77	Pints	\$7.50	\$10.69	\$40.30
78	Quarts	\$13.50	\$18.46	\$48.10
79	Gallons	\$45.00	\$66.70	\$125.70
80	Mercuric Nitrate Indicator Low			
81	Pints	\$13.95	\$20.30	
82	Quarts	\$33.40	\$40.60	
83	Gallons	\$65.00	\$136.00	
84	Potassium Chromate Indicator			
85	Pints	\$7.50	\$12.00	\$44.00
86	Quarts	\$12.50	\$24.00	\$44.00
87	Gallons	\$29.75	\$50.50	\$164.97
88	Silver Nitrate Solution (0.0141 N)			
89	Pints	\$11.25	\$16.41	\$29.60
90	Quarts	\$19.80	\$29.24	\$89.59
91	Gallons	\$43.20	\$63.40	\$92.40
92	Sodium Hydroxide (1.0N)			
93	Pints	\$6.75	\$13.79	\$23.25
94	Quarts	\$13.41	\$27.56	\$49.05
95	Gallons	\$29.50	\$55.16	\$80.68
96	Sulfuric Acid (1.0N)			
97	Pints	\$4.50	\$4.72	\$20.20
98	Quarts	\$10.00	\$9.55	\$57.00
99	Gallons	\$30.50	\$20.81	\$138.90
100	Barium Diphenylaminesulfonate (0.1%)			
101	Pints	\$10.92		\$40.92
102	Quarts	\$18.00		\$40.92
103	Gallons	\$35.00		
104	DPD Indicator			
105	Pints	\$8.55	\$12.06	\$68.20
106	Quarts	\$14.85	\$20.68	\$108.40
107	Gallons	\$45.00	\$47.00	\$320.00
108				
109				

	A	B	C	D
110		PROFESSIONAL	ENVIRONMENTAL	FISHER
111		ENV. TESTING	REAGENTS	SCIENTIFIC
112	DPD Phosphate Buffer			
113	Pints	\$8.10	\$11.74	\$42.35
114	Quarts	\$13.25	\$36.94	\$59.50
115	Gallons	\$41.40	\$47.54	\$186.50
116	FAS Titrant			
117	Pints	\$8.55	\$13.30	
118	Quarts	\$13.50	\$19.30	
119	Gallons	\$39.55	\$45.50	
120	Ortho Toludine			
121	Pints	\$5.00		\$34.88
122	Quarts	\$9.00		\$93.09
123	Gallons	\$20.00		\$93.09
124	Phenylarsine Oxide (0.00564N)			
125	Pints	\$4.50		\$101.00
126	Quarts	\$6.50		\$101.00
127	Gallons	\$16.50		\$313.00
128	Phosphate Buffer (pk7)			
129	Pints	\$14.85	\$11.74	\$33.80
130	Quarts	\$21.60	\$18.46	\$54.50
131	Gallons	\$45.00	\$57.50	\$84.64
132	Potassium Dichromate			
133	Pints	\$8.90	\$28.34	\$32.35
134	Quarts	\$11.70	\$38.62	\$82.50
135	Gallons	\$31.00	\$121.42	\$138.60
136	Potassium Iodide Solution (0.5%)			
137	Pints	\$11.25	\$15.81	\$51.10
138	Quarts	\$20.50	\$24.81	\$51.10
139	Gallons	\$45.00	\$89.58	
140	Potassium Iodide Solution (5%)			
141	Pints	\$14.50	\$26.30	\$33.55
142	Quarts	\$26.80	\$52.55	\$75.80
143	Gallons	\$48.00	\$75.40	\$160.50
144				
145				

	A	B	C	D
146		PROFESSIONAL	ENVIRONMENTAL	FISHER
147		ENV. TESTING	REAGENTS	SCIENTIFIC
148	Potassium Iodide Crystals			
149	4 oz. container	\$18.70	\$26.25	\$203.72
150	8 oz. container	\$34.00	\$50.99	\$201.95
151	Potassium Permanganate (1000 ppm)			
152	Pints	\$18.50		\$50.80
153	Quarts	\$31.00		\$45.55
154	Gallons	\$65.00		\$45.55
155	Sulfuric Acid (1:4)			
156	Pints	\$5.50	\$40.34	
157	Quarts	\$9.00	\$50.84	
158	Gallons	\$25.00	\$61.34	
159	Thioacetamide Solution (0.25%)			
160	Pints	\$6.50		\$50.20
161	Quarts	\$11.00		\$50.20
162	Gallons	\$20.00		
163	HACH DPD Total Chlorine Reagent			
164	5 ml – 100/box	\$19.00	\$23.27	\$19.62
165	10 ml – 100/box	\$21.15	\$24.18	\$21.95
166	25 - 100/box	\$192.00	\$236.40	\$25.00
167	HACH DPD Total Chlorine Indicator Kit			
168	Part No. 25570-00 (20) Annual	\$53.75	\$67.20	\$48.05
169	HACH DPD Free Chlorine Reagent			
170	5 ml – 100/box	\$19.00	\$24.24	\$19.62
171	10 ml – 100/box	\$21.15	\$25.20	\$21.95
172	25 - 100/box	\$192.00	\$215.10	\$25.00
173	Color Standard (10 units)			
174	Pints	\$22.10	\$34.45	\$239.50
175	Quarts	\$29.75	\$43.75	\$239.50
176	Gallons	\$56.00	\$68.50	\$98.73
177	Color Standard (15 units)			
178	Pints	\$31.00	\$48.25	\$239.50
179	Quarts	\$35.70	\$56.05	\$54.86
180	Gallons	\$45.50	\$68.05	\$54.86
181				

	A	B	C	D
182		PROFESSIONAL	ENVIRONMENTAL	FISHER
183		ENV. TESTING	REAGENTS	SCIENTIFIC
184	Potassium Chloride (0.1M) (1413 Umhos/cm)			
185	Pints	\$13.50	\$39.84	
186	Quarts	\$24.50	\$76.56	
187	Gallons	\$42.00	\$125.40	
188	Fluoride Standard (0.10 mg/l)			
189	Pints	\$9.60	\$15.16	
190	Quarts	\$18.40	\$30.33	
191	Gallons	\$37.60	\$62.01	
192	Fluoride Standard (0.50 mg/l)			
193	Pints	\$9.60	\$14.49	\$25.06
194	Quarts	\$18.40	\$30.33	\$23.96
195	Gallons	\$37.60	\$62.01	
196	Fluoride Standard (1.0 mg/l)			
197	Pints	\$9.60	\$15.16	\$60.00
198	Quarts	\$18.40	\$23.09	\$95.20
199	Gallons	\$37.60	\$63.12	\$95.20
200	Fluoride Standard (2.0 mg/l)			
201	Pints	\$9.60	\$18.95	
202	Quarts	\$18.40	\$34.45	
203	Gallons	\$37.60		
204	Fluoride Standard (5.0 mg/l)			
205	Pints	\$12.00	\$18.95	
206	Quarts	\$22.40	\$35.16	
207	Gallons	\$41.50		
208	Fluoride Standard (10.0 mg/l)			
209	Pints	\$13.60	\$38.60	\$73.70
210	Quarts	\$24.40	\$54.81	\$73.70
211	Gallons	\$42.50		
212	TISAB			
213	Pints	\$10.50	\$14.55	
214	Quarts	\$20.70	\$29.15	\$180.63
215	Gallons	\$65.70	\$66.45	\$181.81
216				
217				

	A	B	C	D
218		PROFESSIONAL	ENVIRONMENTAL	FISHER
219		ENV. TESTING	REAGENTS	SCIENTIFIC
220	Hydrochloric Acid 10%			
221	Pints	\$9.00	\$13.10	\$23.95
222	Quarts	\$14.50	\$19.69	\$34.00
223	Gallons	\$25.10	\$23.43	\$65.90
224	Hydrochloric Acid 20%			
225	Pints	\$9.50		\$32.45
226	Quarts	\$15.50		\$48.05
227	Gallons	\$28.50		\$78.40
228	HACH Ferro Ver Iron			
229	5 ml - 100/box	\$17.50	\$22.47	\$194.70
230	10 ml - 100/box	\$21.00	\$26.34	\$194.70
231	25 ml - 100/box	\$22.00	\$32.34	\$194.70
232	HACH Ferrozine			
233	25 ml - 50/box	\$20.45	\$24.54	\$36.20
234	BUFFER pH 4			
235	Pints	\$7.00	\$10.35	\$33.04
236	Quarts	\$13.50	\$20.68	\$55.95
237	Gallons	\$35.50	\$30.13	\$55.95
238	BUFFER pH 7			
239	Pints	\$7.00	\$10.35	\$33.15
240	Quarts	\$13.50	\$20.68	\$53.00
241	Gallons	\$35.50	\$30.13	\$51.36
242	BUFFER pH 10			
243	Pints	\$7.00	\$10.35	\$33.95
244	Quarts	\$13.50	\$20.68	\$53.84
245	Gallons	\$35.50	\$30.13	\$53.84
246	GLI Salt Blocks			
247	Part #60-9765-000-005	\$41.50	\$252.00	\$81.26
248	PH 7 Buffer, Standard Cell Solution 500 ml			
249	Part #25mla1001-115	\$41.50	\$67.20	\$68.60
250	Total Hardness Buffer			
251	Pints	\$13.86	\$19.30	\$62.50
252	Quarts	\$16.90	\$24.96	\$51.62
253	Gallons	\$45.90	\$67.53	\$55.63

	A	B	C	D
254		PROFESSIONAL	ENVIRONMENTAL	FISHER
255		ENV. TESTING	REAGENTS	SCIENTIFIC
256	EDTA Hardness Reagent (0.01 M)			
257	Pints	\$4.50	\$4.83	
258	Quarts	\$6.50	\$9.65	
259	Gallons	\$14.85	\$15.70	
260	Total Hardness Indicator			
261	Pints	\$9.50	\$20.64	\$178.70
262	Quarts	\$14.50	\$38.28	
263	Gallons	\$31.50	\$132.10	
264	Formazin STD (400 NTU)			
265	Pints	\$29.00	\$24.15	\$40.30
266	Quarts	\$45.00	\$36.05	\$41.43
267	Gallons	\$79.00	\$42.08	
268	Formazin STD (1 NTU)			
269	Pints	\$6.75	\$23.15	\$100.90
270	Quarts	\$11.50	\$35.05	\$100.90
271	Gallons	\$18.75	\$41.08	\$100.90
272	Formazin STD (10 NTU)			
273	Pints	\$6.75	\$23.15	\$145.10
274	Quarts	\$11.50	\$35.05	\$145.10
275	Gallons	\$18.75	\$41.08	\$178.20
276	Formazin STD (100 NTU)			
277	Pints	\$6.75	\$23.15	\$115.22
278	Quarts	\$11.50	\$35.08	\$115.22
279	Gallons	\$18.75	\$41.08	\$547.50
280	Type A/E Glass Fiber Filter			
281	25 mm 500/pack	\$24.50	\$32.34	
282	Kim Wipes			
283	4.5' x 8.5" Boxes	\$3.50	\$5.21	6.32
284	Free Ammonia Reagent			
285	Bottles 4 ml	\$41.59	49.9	35.81
286	Phosphate Reagent			
287	100/bag	\$23.25	40.68	
288	Electrode Storage Solution			
289	500 ml/bottle	\$31.95	29.94	51.23

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Carel Ann Vassel Kreitzer

Business name (disregard entity name, if different from above)
Professional Environmental Testing + Consulting

Check appropriate box for federal tax classification (required): ☐ Individual sole proprietor ☐ S Corporation ☐ C Corporation ☐ Partnership ☐ Trust/beneficiary

☒ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) S

☐ Other (see instructions) P

Address (number, street, and apt. or suite no.)
4650 SW 51 Street # 702

City, state, and ZIP code
Davie, FL 33314

List second number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 8.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number								
4	6	-	2	7	4	8	8	4

Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contribution to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person David G. Kreitzer Date 5/22/14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**Town of Davie
Vendor/Bidder Disclosure**

I, David Kreitzer, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Professional Environmental Testing + Consulting LLC
Address: 4650 SW 51 Street #702
Davie, FL 33314
FEIN 46-2748847
State and date of incorporation FL 5/10/2013

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
<u>Michael G. Vassell, Jr.</u>	<u>9361 NW 42 Court</u>	<u>%</u>
	<u>Sunrise, FL 33351</u>	
<u>Carel-Ann Vassell Kreitzer</u>	<u>"</u>	<u>%</u>
<u>David J. Kreitzer</u>	<u>"</u>	<u>%</u>
		<u>%</u>

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

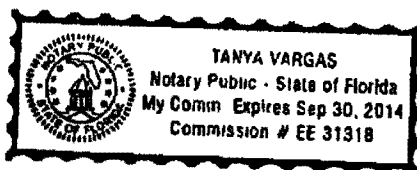
7/9

By: David J. Kreitzer
Signature of Affiant

Date: 5/22/14

David J. Kreitzer
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 22nd day of May 2014 by David Kreitzer, he/she is personally known to me or has presented FL Drivers License as identification.



[Signature]
Notary Public, State of Florida at Large

Tanya Vargas
Print or Stamp of Notary

EE 31318
Serial Number

My Commission Expires: Sept 2014

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company

PROFESSIONAL ENVIRONMENTAL TESTING AND CONSULTING, LLC

Filing Information

Document Number	L13000069108
FEI/EIN Number	46-2748847
Date Filed	05/10/2013
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	05/28/2013
Event Effective Date	NONE

Principal Address

4650 SW 51 STREET
#702
DAVIE, FL 33314

Mailing Address

4650 SW 51 STREET
#702
DAVIE, FL 33314

Registered Agent Name & Address

VASSELL, MICHAEL G, JR.
9361 NW 42 COURT
SUNRISE, FL 33351

Authorized Person(s) Detail

Name & Address

Title MGR

VASSELL KREITNER, CAROL A
9361 NW 42 COURT
SUNRISE, FL 33351

Title MGR

KREITNER, DAVID J
9361 NW 42 COURT
SUNRISE, FL 33351

Title MGRM

VASSELL, MICHAEL G, JR.

9361 NW 42 COURT

SUNRISE, FL 33254

Contact Us

E-Filing Services

Document Searches

Forms

Help

Annual Reports

Report Year

Filed Date

2014

04/27/2014

Document Images

04/27/2014 – ANNUAL REPORT

[View image in PDF format](#)

05/28/2013 – LC Amendment

[View image in PDF format](#)

05/10/2013 – Florida Limited Liability

[View image in PDF format](#)

[Copyright © and Privacy Policies](#)

State of Florida, Department of State

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)

Business name (if different from above)

ENVIRONMENTAL REAGENT SERVICE

Check appropriate box for federal tax

Classification (required): ☐ Individual proprietor ☒ S Corporation ☐ C Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (S-C corporation, C corporation, Partnership) >

☐ Receipt payee

☐ Other (see instructions) >

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

3860 SW 30TH AVE

City, state, and ZIP code

FT LAUD FL 33312

List number number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number								

Note: If the account is in more than one name, use the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
6	5	-	0	3	8	8	1	9	5

Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (shown below).

Certification instructions. You must check one of the boxes above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 3 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contribution to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person >

ADP **5-26-14**

General instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**Town of Davie
Vendor/Bidder Disclosure**

I, LULIE FURMAN being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: ENVIRONMENTAL REAGENT
SERVICE
Address: 3860 SW 30TH AVE
FT LAUDERDALE FL 33312
FEIN 65-0388195
State and date of incorporation FL 02-12-1993

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
<u>LULIE FURMAN</u>	<u>3860 SW 30TH</u>	<u>100</u> %
	<u>FT LAUD FL 33312</u>	%
		%
		%

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

By:

[Signature]
Signature of Affiant

Date: 5-27-14

Julie Furman
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 27th day of May 2014, by Julie Furman, he/she is personally known to me or has presented U.S. Passport as identification.



JULIE M. CASTRO
MY COMMISSION # EE 195574
EXPIRES: May 4, 2016
Bonded thru Budget Notary Services

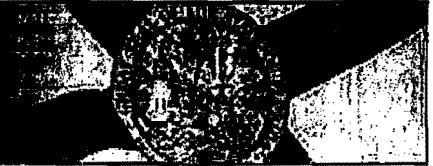
[Signature]
Notary Public, State of Florida at Large

Julie M. Castro
Print or Stamp of Notary

EE 195574
Serial Number

My Commission Expires: May 4, 2016

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation

ENVIRONMENTAL REAGENT SERVICE, INC.

Filing Information

Document Number	P93000010996
FEI/EIN Number	650388195
Date Filed	02/12/1993
State	FL
Status	ACTIVE

Principal Address

3860 SW 30TH AVE
HOLLYWOOD, FL 33312

Changed: 04/27/2007

Mailing Address

P. O. BOX 841305
PEMBROKE PINES, FL 33084

Changed: 03/19/1998

Registered Agent Name & Address

FURMAN, JULIE J
3860 SW 30TH AVENUE
HOLLYWOOD, FL 33312

Name Changed: 06/03/2013

Address Changed: 02/11/2008

Officer/Director Detail

Name & Address

Title P

FURMAN, JULIE J
3860 SW 30TH AVE
FORT LAUDERDALE, FL 33312

Annual Reports

Report Year	Filed Date
-------------	------------

2011	03/24/2011
2012	04/24/2012
2013	06/03/2013

[Home](#)
[Contact Us](#)
[E-Filing Services](#)
[Document Searches](#)
[Forms](#)
[Help](#)

Document Images

<u>06/03/2013 – ANNUAL REPORT</u>	View image in PDF format
<u>04/24/2012 – ANNUAL REPORT</u>	View image in PDF format
<u>03/24/2011 – ANNUAL REPORT</u>	View image in PDF format
<u>04/05/2010 – ANNUAL REPORT</u>	View image in PDF format
<u>01/13/2009 – ANNUAL REPORT</u>	View image in PDF format
<u>02/11/2008 – ANNUAL REPORT</u>	View image in PDF format
<u>04/27/2007 – ANNUAL REPORT</u>	View image in PDF format
<u>05/02/2006 – ANNUAL REPORT</u>	View image in PDF format
<u>04/28/2005 – ANNUAL REPORT</u>	View image in PDF format
<u>04/30/2004 – ANNUAL REPORT</u>	View image in PDF format
<u>03/31/2003 – ANNUAL REPORT</u>	View image in PDF format
<u>04/02/2002 – ANNUAL REPORT</u>	View image in PDF format
<u>03/23/2001 – ANNUAL REPORT</u>	View image in PDF format
<u>05/01/2000 – ANNUAL REPORT</u>	View image in PDF format
<u>04/06/1999 – ANNUAL REPORT</u>	View image in PDF format
<u>03/19/1998 – ANNUAL REPORT</u>	View image in PDF format
<u>05/08/1997 – ANNUAL REPORT</u>	View image in PDF format
<u>04/23/1996 – ANNUAL REPORT</u>	View image in PDF format
<u>04/27/1995 – ANNUAL REPORT</u>	View image in PDF format

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION ESTABLISHING A FEE SCHEDULE FOR RENTALS, VENDORS, AND PROFESSIONAL PHOTOGRAPHY FOR THE PEOPLE'S ACCESS TO COMMUNITY HORTICULTURE ("PATCH") URBAN FARM AND MARKET

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Patch Rental Fee Memo, Resolution - PATCH Rental Fee Schedule (LEGAL 8-20-18.._



CITY OF DANIA BEACH OFFICE OF THE CITY MANAGER

MEMORANDUM

DATE: August 28, 2018

TO: Mayor, Vice-Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Rickelle Williams, CRA Executive Director

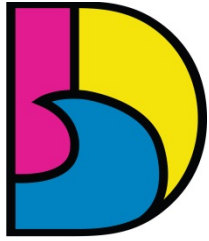
SUBJECT: PATCH Rental and Vendor Fee Schedule

Background

In 2012, the PATCH Urban Farm and Market was established to grow and provide access to fresh produce for area residents. Since then, the PATCH has grown to serve consumers beyond the immediate community. The PATCH currently operates Monday through Friday from 7:00 AM to 11:00 AM and on Saturday from 9:00 AM to 1:00 PM. Children's activities, market sales, educational workshops, crafts, and vendor sales occur at the PATCH every 3rd Saturday of the month. The PATCH Pavilion provides an open air shelter that houses the market and community events.

In an effort to increase revenues and improve accessibility and awareness to the PATCH, the CRA proposes to rent the PATCH Pavilion to individuals or organizations for a fee, similar to the City's policies and procedures for rental of public park facilities. The PATCH Pavilion could generate revenue from weddings, birthday parties, corporate meetings, family reunions, etc.

At the December 13, 2016 CRA Board meeting, the CRA Board was presented with a proposal to create a fee schedule and rental requirements for use of the PATCH Pavilion. At that time, the discussion surrounded cost to residents, inclement weather, alcohol consumption, and amenities. At that time, the CRA Board requested that this item be brought back for discussion. In addition, the CRA now proposes a vendor fee. As such, the following parameters and requirements were discussed at the August 28, 2018 CRA Board Meeting and submitted to the City Commission for approval.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH OFFICE OF THE CITY MANAGER

MEMORANDUM

Rental Rates

Monday through Thursday

- Resident/Non-Profit Rate - \$55.00 per hour, minimum of 3 hours
- Non Resident Rates - \$70.00 per hour, minimum of 3 hours
- \$300.00 refundable security deposit
- \$50.00 non-refundable cleaning fee
- 6% Florida Sales Tax will be applied to the total hourly rate

Friday through Sunday

- Resident/Non-Profit Rate - \$75.00 per hour, minimum of 3 hours
- Non Resident Rates - \$95.00 per hour, minimum of 3 hours
- \$300.00 refundable security deposit
- \$50.00 non-refundable cleaning fee
- 6% Florida Sales Tax will be applied to the total hourly rate

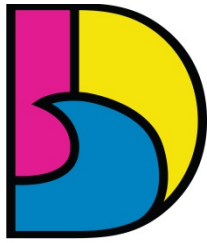
Items included in Rental Rates

All rentals include the following:

- access to two (2) portable restrooms and one (1) ADA portable restroom;
- access to up to twenty (20) parking spaces;
- access to electricity and potable water; and
- one (1) staff member for the duration of the event.

Rentals Miscellaneous

- All rentals include an educational component provided by PATCH staff to build awareness of health, nutrition and gardening practices.
- All rentals are subject to weather conditions. In the event of a hurricane or named tropical storm during the scheduled event, the CRA will issue a full refund to the applicant. No other refunds or reimbursements will be considered.
- To comply with the City's Noise Ordinance (Sec. 17-86), all outdoor music from the event must discontinue by 10:00 PM.
- A certificate of liability insurance is required for all events incorporating alcohol. For events that hire a bartender to mix and serve the alcohol, the bartender must provide the CRA a copy of their liability insurance. For events that will self-mix and serve alcohol, the applicant of the event will need to provide a copy of



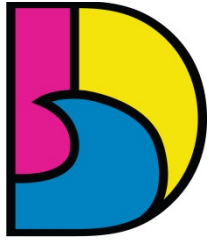
DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH OFFICE OF THE CITY MANAGER

MEMORANDUM

the liability insurance to the CRA. For all events, the use of alcohol must be first approved by the CRA.

- All events must operate outside of the normal operating hours of the PATCH.
- Tables and chairs are available for rent directly through third party rental companies subject to approval by the CRA.
- All bounce house rentals must be approved by the CRA.
- Civic associations are permitted to request use of the PATCH 2x per calendar year (max 3 hours each).
- Maximum occupancy 200 people.
- Events with more than 50 people (including staff) must have an approved alternate parking plan.
- Events with more than 150 people (including staff) must provide one (1) additional portable restroom and a security personnel approved by the CRA. Security will be provided by the applicant at their own expense.
- Evening events may be required to provide additional lighting and security at their own expense.
- Depending on the nature and/or time of the event, the CRA has the right to impose additional requirements to ensure the safety of attendees, residents and protection of the PATCH garden.
- CRA staff reserves the right to refuse any request for pavilion rentals that would conflict with other planned events in the area or that have potential to be disruptive to area residents.
- All rentals would be approved administratively and would be supervised by PATCH staff.
- Events requiring a Special Event Permit must be applied for by the applicant and approved by the Dania Beach City Commission.
- A 50% rental deposit is due at time of contract with remaining balance due 60 days before rental date.
- There is a \$300.00 refundable security deposit due 60 days before rental date.
- Rental rates are subject to the applicable 6% sales tax.
- Set up and clean up times are included in rental time period.
- No rentals will be permitted beyond 10:00 P.M.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH OFFICE OF THE CITY MANAGER

MEMORANDUM

Vendor Rates

Outside vendors are permitted to sell/display items at the PATCH based on the following:

- all vendors and items for sale must be approved by the CRA;
- all vendors must submit the required vendor and hold harmless agreements;
- all vendors are required to pay a vendor's fee of \$25 per appearance;
- all vendors must operate during the normal operating hours of the PATCH and vendors must get approved by the CRA to operate beyond the normal operating hours;
- CRA reserves the right to prohibit the sale of any item; and
- CRA may waive the vendor fee for local non-profits.

Visitor (Amateur) Photography

Visitors to the PATCH Pavilion are permitted to take photographs and shoot videos for personal use.

- Tripods are allowed as long as they are not interfering with paths or walkways.
- Personal photographs and videos are not to be used for commercial purposes.
- Use of lamps, reflector shades, or change of outfits, constitutes Professional Photography (see below).

Professional Photography

Portrait photography and photographers taking photos for commercial reproduction, sale, and non-educational purposes are subject to certain rules and restrictions.

- Cost for Professional photography and photoshoots are \$50 for admission for one photographer and a party up to 4 people for 2 hours.
- Professional photography must be scheduled during PATCH operational hours.
- Reservations will be required.
- This charge is not incurred with event rentals at the PATCH Pavilion.

Fiscal Impact

There is no fiscal impact incurred by renting out the PATCH Pavilion. This will provide an additional revenue source to support the PATCH and raise awareness through events.

Recommendation

Motion to approve PATCH Pavilion rental, vendor and professional photography rates and requirements

RESOLUTION NO. 2018-110

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ESTABLISHING A FEE SCHEDULE FOR RENTALS, VENDORS, AND PROFESSIONAL PHOTOGRAPHY FOR THE PEOPLE'S ACCESS TO COMMUNITY HORTICULTURE ("PATCH") URBAN FARM AND MARKET; PROVIDING FOR CONFLICTS; AND 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, the City Commission of the City of Dania Beach ("City Commission") finds it periodically necessary to adopt procedures and policies to implement municipal goals and objectives; and

WHEREAS, in 2013, the Dania Beach Community Redevelopment Agency ("CRA"), received a grant from the Broward Regional Health Planning Council to develop a community garden program called the Dania Beach People Access to Community Horticulture ("PATCH") on a 1.6 acre vacant parcel owned by the City and operated and managed by the Dania Beach Community Redevelopment Agency ("CRA"); and

WHEREAS, the purpose of the PATCH program is to facilitate meaningful connections between all residents of the community, including gardeners, educators, students and researchers on things pertaining to market and community gardens while providing opportunities to cultivate friendships, strengthen neighborhoods, improve nutrition, and enjoy recreational and therapeutic activities; and

WHEREAS, in 2014, the City received Two Hundred Forty Two Thousand Dollars (\$242,000.00) in Community Development Block Grant (CDBG) funds from Broward County to construct a roofed pavilion at the PATCH; and

WHEREAS, on February 12, 2014, as part of the agreement to waive Fifty One Thousand Two Hundred Forty Five Dollars (\$51,245.00) for Broward County impact/concurrency fees associated with the construction of the roofed pavilion at the PATCH, the City Commission approved Resolution No. 2014-006 that restricted the use of the PATCH so that it is not used as marketplace or similar use from Monday to Friday between 4:00 p.m. and 6:00 p.m. and restricted the use of the PATCH for exclusively ancillary uses associated with the PATCH; and

WHEREAS, since 2014, the PATCH has steadily grown and serves consumers beyond the immediate community by operating Monday through Friday from 7:00 a.m. to 11:00 a.m. and on Saturday from 9:00 a.m. to 1:00 p.m. with market sales, educational workshops, children's activities, and crafts occurring every 3rd Saturday of the month and at other times; and

WHEREAS, in an effort to improve accessibility to the PATCH, the CRA proposes to rent the PATCH Pavilion to individuals or organizations to provide the ancillary purpose of building awareness of the PATCH through health, nutrition and gardening practices for a fee, similar to the City's policies and procedures for rental of public park facilities; and

WHEREAS, the City Commission recognizes the need to improve accessibility to the PATCH; and

WHEREAS, the City Commission has determined that the creation of a fee schedule for pavilion rentals, vendors, and professional photography is necessary and appropriate to sustain and promote the PATCH; and

WHEREAS, City staff recommends approval of the proposed fee schedule for pavilion rentals, vendors, and professional photography at the PATCH;

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

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 fee schedule for pavilion rentals, vendors, and professional photography for the Dania Beach People's Access to Community Horticulture (PATCH) Urban and Farm Market is hereby adopted as listed in Exhibit "A", a copy of which is attached to and incorporated into this Resolution.

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 take effect immediately upon City Commission adoption.

PASSED and ADOPTED on August 28, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Exhibit “A”

“PATCH” Rental Rates

Rates

Monday through Thursday

- Resident/Non-Profit Rate - \$55.00 per hour, minimum of 3 hours
- Non Resident Rates - \$70.00 per hour, minimum of 3 hours
- \$300.00 refundable security deposit
- \$50.00 non-refundable cleaning fee
- A 6% Florida Sales Tax will be applied to the total hourly rate

Friday through Sunday

- Resident/Non-Profit Rate - \$75.00 per hour, minimum of 3 hours
- Non Resident Rates - \$95.00 per hour, minimum of 3 hours
- \$300.00 refundable security deposit
- \$50.00 non-refundable cleaning fee
- A 6% Florida Sales Tax will be applied to the total hourly rate

Items included in Rental Rates

All rentals include the following:

- access to two (2) portable restrooms and one (1) ADA portable restroom;
- access to up to twenty (20) parking spaces;
- access to electricity and potable water; and
- one (1) staff member for the duration of the event

Rentals Miscellaneous

- All rentals include an educational component provided by PATCH staff to build awareness of health, nutrition and gardening practices.
- All rentals are subject to weather conditions. In the event of a hurricane or named tropical storm during the scheduled event, the CRA will issue a full refund to the applicant. No other refunds or reimbursements will be considered.
- To comply with the City’s Noise Ordinance (Sec. 17-86), all outdoor music from the event must discontinue by 10:00 p.m.
- A certificate of liability insurance is required for all events incorporating alcohol. For events that hire a bartender to mix and serve the alcohol, the bartender must provide the CRA a copy of their liability insurance. For events that will self-mix and serve alcohol, the applicant of the event will need to provide a copy of the liability insurance to the CRA. For all events, the use of alcohol must be first approved by the CRA.
- All events must operate outside of the normal operating hours of the PATCH.
- Tables and chairs are available for rent directly through third party rental companies subject to approval by the CRA.
- All bounce house rentals must be approved by the CRA.

- Civic associations are permitted to request use of the PATCH 2 times per calendar year (max 3 hours each).
- Maximum occupancy 200 people.
- Events with more than 50 people (including staff) must have an approved alternate parking plan.
- Events with more than 150 people (including staff) must provide one (1) additional portable restroom and a security personnel approved by the CRA. Security will be provided by the applicant at their own expense.
- Evening events may be required to provide additional lighting and security at their own expense.
- Depending on the nature and/or time of the event, the CRA has the right to impose additional requirements to ensure the safety of attendees, residents and protection of the PATCH garden.
- CRA staff reserves the right to refuse any request for pavilion rentals that would conflict with other planned events in the area or that have potential to be disruptive to area residents.
- All rentals would be approved administratively and would be supervised by PATCH staff.
- Events requiring a Special Event Permit must be applied for by the applicant and approved by the Dania Beach City Commission.
- A 50% rental deposit is due at time of contract with remaining balance due 60 days before rental date.
- There is a \$300.00 refundable security deposit due 60 days before rental date.
- Rental rates are subject to the applicable 6% sales tax.
- Set up and clean up times are included in rental time period.
- No rentals will be permitted beyond 10:00 p.m.

Vendor Rates

Outside vendors are permitted to sell/display items at the PATCH based on the following:

- all vendors and items for sale must be approved by the CRA;
- all vendors must submit the required vendor and hold harmless agreements;
- all vendors are required to pay a vendor's fee of \$25 per appearance;
- all vendors must operate during the normal operating hours of the PATCH and vendors must get approved by the CRA to operate beyond the normal operating hours;
- CRA reserves the right to prohibit the sale of any item; and
- CRA may waive the vendor fee local non-profits.

Visitor (Amateur) Photography

Visitors to the PATCH Pavilion are permitted to take photographs and shoot videos for personal use.

- Tripods are allowed as long as they are not interfering with paths or walkways.
- Personal photographs and videos are not to be used for commercial purposes.
- Use of lamps, reflector shades, or change of outfits, constitutes Professional Photography (see below).

Professional Photography

Portrait photography and photographers taking photos for commercial reproduction, sale, and non-educational purposes are subject to certain rules and restrictions.

- Cost for Professional photography and photoshoots are \$50 for admission for one photographer and a party up to 4 people for 2 hours.
- Professional photography must be scheduled during PATCH operational hours.
- Reservations will be required.
- This charge is not incurred with event rentals at the PATCH Pavilion.

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 AND ACCEPT AGREEMENTS FOR CONTINUATION OF THE CITY'S FULLY INSURED HEALTH, DENTAL, VISION, AND LIFE INSURANCE COVERAGE PROCURED USING GEHRING GROUP AS BROKER OF RECORD FOR THE CITY WITH THE FLORIDA LEAGUE OF CITIES AND RELIANCE STANDARD LIFE INSURANCE COMPANY, FOR INSURANCE COVERAGES BEGINNING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019, FOR ACTIVELY WORKING AND NON-MEDICARE-ELIGIBLE RETIRED EMPLOYEES; FURTHER, AUTHORIZING CITY OFFICIALS TO EXECUTE AND ACCEPT AN AGREEMENT WITH MAXON ADMINISTRATORS TO ADMINISTER THE CITY'S SELF-INSURED SHORT TERM DISABILITY COVERAGE BEGINNING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019, FOR ALL ACTIVELY WORKING, ELIGIBLE EMPLOYEES

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

CM Health Insurance Renewal 2018-2019, R-2018 Gehring Group FLC Insurance Package (Fin Review 8-15-18), 2018-08-06 - Dania Beach - Renewal Recommendation 2018-2019

DATE: August 17, 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

BY: Paula Morrell, HR / Risk Management Director

SUBJECT: 2018/2019 Healthcare Renewal

This memo is to serve as background and recommendation for the City's renewal of fully-insured medical, dental, vision, life, and short-term disability insurance for the 2018/2019 plan year.

Background

The Gehring Group presented a renewal offer from FMIT for the 2018-2019 plan year, of two renewal plans for fully insured proposals for the City's group medical insurance, which resulted in continuation with the current United Healthcare Plan. The options were Choice Plus Plan 2 (current plan) & Choice Plus Plan 3 (alternate plan). Due to the nature of the healthcare industry, and the unpredictable costs due to claims history, the fluctuation in bidding lead to an increase in premiums, therefore, the current plan saw an increase of 9.5%, with no changes to the plan design, and the alternate plan option had an increase of 4.5%, with changes in co-pays and deductibles. Consequently, the Gehring Group met with Human Resources, Finance, and a Union Representative (Insurance Committee) to provide an overview of plans and increase in premiums. The determination to remain in the current Choice Plus Plan 2 was unanimous by the Insurance Committee, based on the findings that the savings to move to the alternate plan option was not beneficial enough to offset the potential increase in costs to plan participants. Moreover, we have ensured that staying in the current plan, with the increase of 9.5%, will not erode in October 1, 2018 negotiated pay increases for those at the lowest pay level.

Renewal with FMIT has the following benefits:

- Continuation of current benefit level and provider network
- Continuation of membership with FMIT which provides a level of protection from steep premium increases during times our plan may not be performing as well as it currently is
- Continuation of our current Wellness Program which is valued by employees
- A level of comfort and familiarity for employees and non-Medicare eligible retirees during open enrollment

The City's premiums for dental, and vision insurance through Reliance, as well as short-term disability insurance through Maxon are locked in at the same rate for this plan year as last year's plan rates, with the exception of a slight increase in life insurance through Reliance, which is absorbed by the City with no affect to plan participants.

Funding for the proposed insurance plan will be appropriated in the 2018/2019 budget.

Recommendation

City Administration concurs with Gehring Group's recommendation of acceptance of renewals with FMIT for medical insurance, Reliance Standard for dental, vision, and life insurance, and Maxon for short-term disability.

RESOLUTION NO. 2018-111

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT AGREEMENTS FOR CONTINUATION OF THE CITY'S FULLY INSURED HEALTH, DENTAL, VISION, AND LIFE INSURANCE COVERAGE PROCURED USING GEHRING GROUP AS BROKER OF RECORD FOR THE CITY WITH THE FLORIDA LEAGUE OF CITIES AND RELIANCE STANDARD LIFE INSURANCE COMPANY, FOR INSURANCE COVERAGES BEGINNING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019, FOR ACTIVELY WORKING AND NON-MEDICARE-ELIGIBLE RETIRED EMPLOYEES; FURTHER, AUTHORIZING CITY OFFICIALS TO EXECUTE AND ACCEPT AN AGREEMENT WITH MAXON ADMINISTRATORS TO ADMINISTER THE CITY'S SELF-INSURED SHORT TERM DISABILITY COVERAGE BEGINNING OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019, FOR ALL ACTIVELY WORKING, ELIGIBLE EMPLOYEES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach obtained the services of the Gehring Group as a Broker of Record to secure coverage for the City's group medical, dental, vision, life, accidental death and dismemberment, supplemental life and short term disability insurance for the 2018-2019 plan year; and

WHEREAS, the City Administration has determined that, based on the City's claims experience, which the Gehring Group reviewed and analyzed, it is recommended that the City Administration renew the current health plans for 2018-2019 plan year, and

WHEREAS, based on current employee and non-Medicare eligible retiree census data, the City's health plan premium cost will be increased by nine and a half percent (9.5%) resulting in an estimated additional annual cost to the City of Two Hundred Twenty Thousand Five Hundred Dollars (\$220,500.00) and Thirty Eight Thousand Nine Hundred Twelve Dollars (\$38,912.00) to active employees and non-Medicare eligible retirees in annual premiums, with no cost increase to any of the other ancillary plan coverage; and

WHEREAS, based on the current employee census, the City's Life & AD & D premiums will slightly increase by an estimated annual amount of One Thousand Three Hundred Twenty One Dollars and Sixty Eight Cents (\$1,321.68);

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 as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute appropriate documents to accept the proposal of the Florida League of Cities on behalf of the City of Dania Beach to provide fully insured medical coverage to eligible employees and non-Medicare eligible retirees at the following not to exceed monthly rates:

	Current	Renewal (FY 2018-2019)
Single	\$717.64	\$785.82
Family	\$1,901.95	\$2,082.64

Section 3. That the proper City officials are authorized to execute appropriate documents to accept the proposal of Reliance Standard Insurance Company on behalf of the City of Dania Beach to provide fully insured dental coverage to eligible employees and retirees at the following not to exceed monthly rates per participant coverage:

	Current	FY 2018-2019
Single	\$31.75	\$31.75
Family	\$99.74	\$99.74

Section 4. That the proper City officials are authorized to execute appropriate documents to accept the proposal of Reliance Standard Life Insurance Company on behalf of the City of Dania Beach to provide fully insured vision coverage to eligible employees and retirees at the following not to exceed monthly rates per participant coverage:

	Current	FY 2018-2019
Single	\$7.36	\$7.36
Family	\$17.64	\$17.64

Section 5. That funding for the cost of the City's health claims program administration for medical, dental and vision coverage is planned and shall be charged to the City Health Insurance Sub-Fund, Professional Services Account, Acct. No. 501-1800-519-45-40 (active employees) and 501-1800-519-45-41 (retirees), respectively.

Section 6. That the proper City officials are authorized to execute appropriate documents to accept the proposal of Reliance Standard Life Insurance Company on behalf of the City of Dania Beach to provide basic life insurance and accidental death and dismemberment coverage ("AD&D") to eligible employees and retirees in an estimated amount of Seventeen Thousand Eight Hundred Forty Two Dollars (\$17,842.00) based on current census.

Section 7. That funding for the cost of the City's life insurance program is planned and shall be charged to the City Health Insurance Fund, Life Insurance Account, Account No. 501-1800-519-45-60.

Section 8. That the proper City officials are authorized to execute appropriate documents pertaining to the renewal of an agreement with Maxon Administrators, Inc. to provide third party claims administration for the City's self-insured short term disability plan to eligible, full time working employees for a not to exceed rate of Four Dollars Twenty Five Cents (\$4.25) per employee per month.

Section 9. That funding for the cost of the City's disability claims program administration for short term disability is planned and shall be charged to the City Health Insurance Fund, Professional Services Account, Account No. 501-1800-519-45-50.

Section 10. That the City Commission authorizes the City to exceed the annual vendor threshold of Twenty Five Thousand Dollars for each vendor as necessitated for fiscal year 2018-2019.

Section 11. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 12. That this Resolution shall be in force and take effect on October 1, 2018.

PASSED AND ADOPTED on August 28, 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

Employee Benefits Insurance Evaluation



RENEWAL RECOMMENDATION FOR:

**GROUP MEDICAL INSURANCE
GROUP DENTAL INSURANCE
GROUP VISION INSURANCE
GROUP LIFE INSURANCE**

PLAN YEAR EFFECTIVE: OCTOBER 1, 2018

August 28, 2018

Presented By:



EMPLOYEE BENEFITS | RISK MANAGEMENT

4200 Northcorp Pkwy., Ste. 185

Palm Beach Gardens, FL 33410

Tel: (800) 244-3696 Fax: (561) 626-6970

www.gehringgroup.com

**Employee Benefits Renewal Evaluation & Recommendation
Plan Year Effective: October 1, 2018**

EXECUTIVE SUMMARY

Last year, the City renewed its medical insurance coverage with FMIT and enjoyed rate guarantees on its ancillary dental, vision and life insurance through Reliance Standard.

This year due to a better than expected renewal offer from the Florida Municipal Insurance Trust (FMIT) it is our recommendation to renew the City's medical insurance program with FMIT for the 2018-2019 plan year. In addition, the City's dental and vision insurance renewal offers held premium costs and benefits at current levels for another year. The renewal offer for the City's life insurance coverage for the upcoming plan year adjusts premium levels slightly to account for higher than usual claims experience and a loss ratio of over 100%.

Background Information

The City of Dania Beach currently offers group medical, dental, vision, life & accidental death insurance to its full time employees, retirees and their dependents (subject to eligibility guidelines). The current medical program is fully insured with the Florida League of Cities and is administered by UnitedHealthcare. The total annual cost of the medical insurance program for the 2017-2018 plan year is approximately \$2,730,571 (based on current enrollment of 157 employees and retirees). The total annual program cost to include the ancillary lines of coverage is currently \$2,954,553.

MEDICAL RENEWAL ANALYSIS

Pursuant to Gehring Group's review of claims experience and large claim losses it was anticipated that the City's renewal would generate an 11.4% increase. This increase was projected based upon an 87% loss ratio and the City having two claimants with claims in excess of \$100,000. After discussions with FMIT they agreed to provide an overall 9.5% increase to the medical premiums for the upcoming plan year.

In anticipation of a double digit increase, we requested FMIT to quote an Alternative plan option. This option doubled deductible levels that would be assessed to additional service types, and increased Primary Care and Specialist copays by \$5 and \$10, respectively. This Alternative option was priced at 4.5% over current. However, in discussions with the City's Insurance Committee it was determined that the savings to move to this Alternative plan option was not great enough to offset the potential increase in costs to plan participants. Moreover, the City ensured that even at the lowest pay grade level the adjustment to premium share for renewing the current plan design at 9.5% would not erode increases in pay due to the negotiated 4% COLA increases effective October 1, 2018.

MEDICAL RECOMMENDATION

Therefore the Gehring Group recommends that the City maintain its current fully insured medical insurance program with the Florida Municipal Insurance Trust sponsored by the Florida League

of Cities (UnitedHealthcare administering the plan) at a 9.5% increase or approximately \$220,500 in additional City funding and \$38,900 in employee funding based upon the City's collective bargaining agreement. This renewal includes no changes to the City's current program design. The schedule of benefits for both renewal options is outlined in the attached Medical Insurance Renewal Evaluation exhibit.

LIFE and AD&D RENEWAL ANALYSIS

The City's Life and AD&D insurance has not experienced any adjustments to premiums or benefit design since implementing coverage with Reliance Standard on October 1, 2012. After offering five years of rate stability, Reliance Standard offered a renewal increase of \$0.02 per \$1,000 of benefit which represents an annual increase of \$1,321.68. The increase was assessed based upon a Basic Life and AD&D loss ratio of 197%, as well as factoring for demographic changes in which 85 of the 198 lives covered under the program are retired employees of the City.

LIFE and AD&D RECOMMENDATION

The Gehring Group recommends that the City maintain Life and AD&D insurance with Reliance Standard due to the minimal impact resulting from the justified renewal offer.

Summary

The City of Dania Beach will continue to offer medical, dental, vision and life & accidental death insurance to its full time employees, retirees and their dependents (subject to eligibility guidelines) at a total annual cost of \$3,215,288 based on current enrollment. This premium volume represents an overall increase of \$260,734 or 8.82% over current premium levels. The City will absorb \$221,823 of the overall increase with employees and retirees sharing in the \$38,912 difference.

This level falls within a standard range of 8-10% increases in employee benefit program costs amongst Public Sector employers in South Florida. Furthermore, the City's benefit package will remain highly competitive when compared to surrounding cities and Public Sector entities offering rich benefits at equitable costs.

EXHIBITS

- Medical Renewal Evaluation and Payroll Deduction Comparison
 - Dental and Vision Renewal Evaluations
 - Basic Life and AD&D Insurance Renewal Evaluation
 - Executive Summary
-

City of Dania Beach
Medical Insurance Renewal Evaluation
Effective Date: October 1, 2018

		Current		Renewal		Alternate #1	
Schedule of Benefits		FMIT - UHC Choice Plus Plan 2		FMIT - UHC Choice Plus Plan 2		FMIT - UHC Choice Plus Plan 3	
Lifetime Maximum		Unlimited		Unlimited		Unlimited	
		<i>In Network</i>	<i>Out of Network</i>	<i>In Network</i>	<i>Out of Network</i>	<i>In Network</i>	<i>Out of Network</i>
Calendar Year Deductible (CYD)							
Single		\$250	\$500	\$250	\$500	\$500	\$1,000
Family		\$500	\$1,000	\$500	\$1,000	\$1,000	\$2,000
Coinsurance (Member Responsibility)		10%	30%	10%	30%	10%	30%
Out-of-Pocket Maximum		<i>Includes All Costs</i>		<i>Includes All Costs</i>		<i>Includes All Costs</i>	
Single		\$2,500	\$5,000	\$2,500	\$5,000	\$2,500	\$5,000
Family		\$5,000	\$10,000	\$5,000	\$10,000	\$5,000	\$10,000
Non-Hospital Services							
Primary Care Physician Office Visit		\$15	30% after CYD	\$15	30% after CYD	\$20	30% after CYD
Specialist Office Visit		\$30	30% after CYD	\$30	30% after CYD	\$40	30% after CYD
Preventive Services		No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered
Laboratory Services		No Charge	30% after CYD	No Charge	30% after CYD	No Charge	30% after CYD
Advanced Imaging - CT, PET, MRI		\$100	30% after CYD	\$100	30% after CYD	10% after CYD	30% after CYD
Urgent Care Center		\$50	30% after CYD	\$50	30% after CYD	\$50	30% after CYD
Hospital Services							
Inpatient		10% after CYD	30% after CYD	10% after CYD	30% after CYD	10% after CYD	30% after CYD
Outpatient Surgery		\$100	30% after CYD	\$100	30% after CYD	10% after CYD	30% after CYD
Physician Services		10% after CYD	30% after CYD	10% after CYD	30% after CYD	10% after CYD	30% after CYD
Emergency Room		\$125		\$125		\$150	
Ambulance		10% after CYD	10% after In-Net CYD	10% after CYD	10% after In-Net CYD	10% after CYD	10% after In-Net CYD
Mental Health/Substance Abuse Services							
Inpatient		10% after CYD	30% after CYD	10% after CYD	30% after CYD	10% after CYD	30% after CYD
Outpatient		\$15	30% after CYD	\$15	30% after CYD	\$20	30% after CYD
Prescription Drug Benefit							
Generic Drugs		\$10	Tier 1-3 Copay + any amount over the allowed amount	\$10	Tier 1-3 Copay + any amount over the allowed amount	\$10	Tier 1-3 Copay + any amount over the allowed amount
Formulary Drugs		\$35		\$35		\$35	
Non-Formulary Drugs		\$60		\$60		\$60	
Specialty Drugs / Injectables		N/A		N/A		N/A	
Mail Order - 90 day supply		2.5x Retail Copay	Not Covered	2.5x Retail Copay	Not Covered	2.5x Retail Copay	Not Covered
Monthly Rates - Active/Pre-65 Retiree							
Employee Only	60	\$717.64		\$785.82		\$749.93	
Employee + Family	97	\$1,901.95		\$2,082.64		\$1,987.54	
Monthly Premium	157	\$227,548		\$249,165		\$237,787	
Annual Premium		\$2,730,571		\$2,989,983		\$2,853,446	
\$ Increase		n/a		\$259,413		\$122,876	
% Increase		n/a		9.50%		4.50%	

Medical Payroll Deduction Comparison

Effective Date: October 1, 2018

CURRENT (2017-2018)

MEDICAL		Florida League of Cities			Per Pay Period	Increase Per Pay
		<i>Total</i>	<i>Employer</i>	<i>Employee</i>		
Active Employee						
Employee Only	60	\$717.64	\$609.99	\$107.65	\$49.68	N/A
Employee + Family	97	\$1,901.95	\$1,616.66	\$285.29	\$131.67	N/A

RENEWAL (2018-2019)

MEDICAL		Florida League of Cities			Per Pay Period	Increase Per Pay
		<i>Total</i>	<i>Employer</i>	<i>Employee</i>		
Active Employee						
Employee Only	60	\$785.82	\$667.95	\$117.87	\$54.40	\$4.72
Employee + Family	97	\$2,082.64	\$1,770.24	\$312.40	\$144.18	\$12.51

ALTERNATE #1 (2018-2019)

MEDICAL		Florida League of Cities			Per Pay Period	Increase Per Pay
		<i>Total</i>	<i>Employer</i>	<i>Employee</i>		
Active Employee						
Employee Only	60	\$749.93	\$637.44	\$112.49	\$51.92	\$2.24
Employee + Family	97	\$1,987.54	\$1,689.41	\$298.13	\$137.60	\$5.93

City of Dania Beach
Dental Insurance Renewal Evaluation
Effective Date: October 1, 2018

	Current		Renewal	
Schedule of Benefits	Reliance Standard Plan 1		Reliance Standard Plan 1	
Plan Basics	<i>In Network</i>	<i>Out of Network</i>	<i>In Network</i>	<i>Out of Network</i>
Annual Benefit Maximum	\$2,000		\$2,000	
Orthodontic Lifetime Max	\$1,000		\$1,000	
Deductibles				
Single	\$50	\$50	\$50	\$50
Family	\$150	\$150	\$150	\$150
Deductible Waived for Preventive Services?	Yes	Yes	Yes	Yes
Frequency Limit for Class 1 Services?	2 / year	2 / year	2 / year	2 / year
Benefits				
Class 1 -Preventive / Diagnostic	100%	100%	100%	100%
Class 2 -Basic Services	80%	80%	80%	80%
Class 3 -Major Services	50%	50%	50%	50%
Class 4 -Orthodontia (Up to age 19)	50%	50%	50%	50%
Waiting Period				
Class 3 -Major Services	None		None	
Class 4 -Orthodontia (Up to age 19)	None		None	
Coverage Clarification				
Endodontic and Periodontic are covered as:	Class 2 Services		Class 2 Services	
Out of Network Benefits Payable Level	80% of UCR		80% of UCR	
Rate Guarantee	Expires 9/30/2018		12 Months	
Monthly Rates				
Employee 64	\$31.75		\$31.75	
Employee + Family 126	\$99.74		\$99.74	
Monthly Premium	\$14,599		\$14,599	
Annual Premium	\$175,191		\$175,191	
\$ Increase	N/A		\$0.00	
% Increase	N/A		0.0%	

City of Dania Beach
Vision Insurance Renewal Evaluation
Effective Date: October 1, 2018

Schedule of Benefits	Current		Renewal	
	Reliance Standard TrueView Plan H		Reliance Standard TrueView Plan H	
	<i>In Network</i>	<i>Out of Network</i>	<i>In Network</i>	<i>Out of Network</i>
Frequency (Exam/Lenses/Frames)	12 / 12 / 12 months		12 / 12 / 12 months	
<u>Services</u>				
Eye Exam	\$15 copay	Up to \$35	\$15 copay	Up to \$35
Materials	\$15 copay	\$15 copay	\$15 copay	\$15 copay
<u>Eye Examinations</u>				
Optometrist	\$15 copay	Not Covered	\$15 copay	Not Covered
<u>Lenses (per pair)</u>				
Single Lenses	\$15 copay	Up to \$25	\$15 copay	Up to \$25
Bifocal Lenses	\$15 copay	Up to \$40	\$15 copay	Up to \$40
Trifocal Lenses	\$15 copay	Up to \$55	\$15 copay	Up to \$55
<u>Contact Lenses</u>				
Contact Lenses (Elective)	Up to \$115	Up to \$92	Up to \$115	Up to \$92
Medically Necessary	Paid in Full	Up to \$200	Paid in Full	Up to \$200
<u>Frames</u>	Up to \$100	Up to \$45	Up to \$100	Up to \$45
Rate Guarantee	Expires 9/30/2018		12 Months	
Monthly Rates				
Employee 61	\$7.36		\$7.36	
Employee + Family 127	\$17.64		\$17.64	
Monthly Premium	\$2,689		\$2,689	
Annual Premium	\$32,271		\$32,271	
\$ Increase	N/A		\$0.00	
% Increase	N/A		0.0%	

	Current	Renewal
Basic Life / AD&D	Reliance Standard	Reliance Standard
Class Description		
Class 1 – F/T Department Head	\$100,000	\$100,000
Class 2 – F/T Elected Officials and Commissioner	\$5,000	\$5,000
Class 3 – F/T EE < 1 year of service	1 X Salary to a maximum of \$50,000 in increments of \$1,000	1 X Salary to a maximum of \$50,000 in increments of \$1,000
Class 4 – F/T EE >= 1 year of service	2 X Salary to a maximum of \$50,000 in increments of \$1,000	2 X Salary to a maximum of \$50,000 in increments of \$1,000
Class 5 – Retiree	\$5,000	\$5,000
Spouse and Dependent Benefit		
Spouse	\$5,000 to \$50,000 in increments of \$5,000	\$5,000 to \$50,000 in increments of \$5,000
Dependent Child	\$500 – 14 days to 6 months \$5,000 – 6 months to age 20	\$500 – 14 days to 6 months \$5,000 – 6 months to age 20
Features		
Waiver of Premium	Included	Included
Conversion Privileges	Included	Included
Accelerated Benefit	75% to max of \$500,000	75% to max of \$500,000
Age Reduction Schedule:	50% at age 70	50% at age 70
Rate Guarantee	Expires 9/30/2018	Expires 9/30/2019
Monthly Rates		
Basic Life Rate / \$1,000	\$0.230	\$0.250
AD&D Rate / \$1,000	\$0.020	\$0.020
Total Life and AD&D Rate	\$0.250	\$0.270
Estimated Volume	\$5,507,000	\$5,507,000
Total Monthly Premium	\$1,376.75	\$1,486.89
Total Annual Premium	\$16,521.00	\$17,842.68
\$ Increase	N/A	\$1,321.68
% Increase	N/A	8.00%

2017-2018					2018-2019		
MEDICAL		Florida League of Cities			Florida League of Cities		
		<i>Total</i>	<i>Employer</i>	<i>Employee</i>	<i>Total</i>	<i>Employer</i>	<i>Employee</i>
Employee Only	60	\$717.64	\$609.99	\$107.65	\$785.82	\$667.95	\$117.87
Employee + Family	<u>97</u>	\$1,901.95	\$1,616.66	\$285.29	\$2,082.64	\$1,770.24	\$312.40
MONTHLY PREMIUM	157	\$227,547.55	\$193,415.42	\$34,132.13	\$249,165.28	\$211,790.49	\$37,374.79
ANNUAL PREMIUM		\$2,730,570.60	\$2,320,985.01	\$409,585.59	\$2,989,983.36	\$2,541,485.86	\$448,497.50
\$ INCREASE		N/A	N/A	N/A	\$259,412.76	\$220,500.85	\$38,911.91
% INCREASE		N/A	N/A	N/A	9.5%	9.5%	9.5%
DENTAL		Reliance Standard			Reliance Standard		
		<i>Total</i>	<i>Employer</i>	<i>Employee</i>	<i>Total</i>	<i>Employer</i>	<i>Employee</i>
Employee Only	64	\$31.75	\$26.99	\$4.76	\$31.75	\$26.99	\$4.76
Employee + Family	<u>126</u>	\$99.74	\$84.78	\$14.96	\$99.74	\$84.78	\$14.96
MONTHLY PREMIUM	190	\$14,599.24	\$12,409.35	\$2,189.89	\$14,599.24	\$12,409.35	\$2,189.89
ANNUAL PREMIUM		\$175,190.88	\$148,912.25	\$26,278.63	\$175,190.88	\$148,912.25	\$26,278.63
\$ INCREASE		N/A	N/A	N/A	\$0.00	\$0.00	\$0.00
% INCREASE		N/A	N/A	N/A	0.0%	0.0%	0.0%
VISION		Reliance Standard			Reliance Standard		
		<i>Total</i>	<i>Employer</i>	<i>Employee</i>	<i>Total</i>	<i>Employer</i>	<i>Employee</i>
Employee Only	61	\$7.36	\$6.26	\$1.10	\$7.36	\$6.26	\$1.10
Employee + Family	<u>127</u>	\$17.64	\$14.99	\$2.65	\$17.64	\$14.99	\$2.65
MONTHLY PREMIUM	188	\$2,689.24	\$2,285.85	\$403.39	\$2,689.24	\$2,285.85	\$403.39
ANNUAL PREMIUM		\$32,270.88	\$27,430.25	\$4,840.63	\$32,270.88	\$27,430.25	\$4,840.63
\$ INCREASE		N/A	N/A	N/A	\$0.00	\$0.00	\$0.00
% INCREASE		N/A	N/A	N/A	0.0%	0.0%	0.0%
BASIC LIFE		Reliance Standard			Reliance Standard		
		<i>Total</i>	<i>Employer</i>	<i>Employee</i>	<i>Total</i>	<i>Employer</i>	<i>Employee</i>
Basic Life Rate/\$1,000		\$0.230	\$0.230	\$0.000	\$0.250	\$0.250	\$0.000
Basic AD&D Rate/\$1,000		\$0.020	\$0.020	\$0.000	\$0.020	\$0.020	\$0.000
Total Rate/\$1,000		\$0.250	\$0.250	\$0.000	\$0.270	\$0.270	\$0.000
Life and AD&D Volume		\$5,507,000	\$5,507,000	\$5,507,000	\$5,507,000	\$5,507,000	\$5,507,000
MONTHLY PREMIUM		\$1,376.75	\$1,376.75	\$0.00	\$1,486.89	\$1,486.89	\$0.00
ANNUAL PREMIUM		\$16,521.00	\$16,521.00	\$0.00	\$17,842.68	\$17,842.68	\$0.00
\$ INCREASE		N/A	N/A	N/A	\$1,321.68	\$1,321.68	\$0.00
% INCREASE		N/A	N/A	N/A	8.0%	8.0%	0.0%
TOTAL PROGRAM SUMMARY		Current			Renewal		
		<i>Total</i>	<i>Employer</i>	<i>Employee</i>	<i>Total</i>	<i>Employer</i>	<i>Employee</i>
TOTAL MONTHLY PREMIUM		\$246,212.78	\$209,487.38	\$36,725.40	\$267,940.65	\$227,972.59	\$39,968.06
TOTAL ANNUAL PREMIUM		\$2,954,553.36	\$2,513,848.51	\$440,704.85	\$3,215,287.80	\$2,735,671.03	\$479,616.77
\$ INCREASE		N/A	N/A	N/A	\$260,734.44	\$221,822.53	\$38,911.91
% INCREASE		N/A	N/A	N/A	8.82%	8.82%	8.83%

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 PUBLIC SERVICES DEPARTMENT TO UTILIZE PRICING FROM THE TOWN OF DAVIE CONTRACT (RFP NO. B-16-168) WITH FLORIDA TECHNICAL CONSULTANTS, LLC FOR GIS CONSULTING SERVICES, WHICH PURCHASES MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY THOUSAND DOLLARS (\$25,000,00); AUTHORIZING SUCH PURCHASES MADE WITHIN THE PUBLIC SERVICES DEPARTMENT'S APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - FTC Consulting (Fin Rev 8-2-18), R-2018- Florida Technical Consultants Permission to Piggyback, Exhibit A-Town of Davie Contract RFP No. b-16-168, R-2017-023 - Town of Davie GIS Consulting Services (Florida Technical Consultants), Agreement for FTC - Piggyback Davie (clean final)



CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: August 28, 2018

TO: Robert Baldwin, City Manager
Colin Donnelly, Assistant City Manager

FROM: Brad Kaine, Director of Public Services
Ronnie S. Navarro, PE, CFM, Deputy Director/City Engineer

SUBJECT: GIS Consultancy Services – Florida Technical Consultants (FTC)

Public Services is in the process of updating digital records of our infrastructure (water, sewer, storm water, sidewalks, roadways, traffic and street signs, solar lights, etc.). The intended use of GIS (geographic information system) is to make connections between related information sources and enable users to visualize and analyze this information using a spatial interface in the form of a map. Since physical assets occupy space, maps have always been a desirable method to catalog an organization's asset. Built to engineering accuracy, GIS datasets are the central authoritative dataset for all asset locations and relevant attribute information, including pipe diameters, equipment types, capital improvement concepts, maintenance data, and much more. It is a primary support tool for operations, replacing hand-drawn system maps or as-built plan collections with reproducible and relatively easy-to-maintain, electronic system maps.

To achieve the above, Public Services is seeking to utilize the services of Florida Technical Consultants (FTC) to perform these works. FTC has extensive "boots on the ground" knowledge with our City's existing infrastructure systems, and has working relationships with regulatory agencies at the County and State levels.

FTC has a current contract with the Town of Davie, Florida to provide GIS Utility Atlas Services and other GIS Services on an as-needed basis. FTC would be extending the same terms and conditions to the City. Further, the Town of Davie has allowed the City to piggy back off their contract with FTC.

Staff recommends approval.

RESOLUTION NO. 2018-112

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PUBLIC SERVICES DEPARTMENT TO UTILIZE PRICING FROM THE TOWN OF DAVIE CONTRACT (RFP NO. B-16-168) WITH FLORIDA TECHNICAL CONSULTANTS, LLC FOR GIS CONSULTING SERVICES, WHICH PURCHASES MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES MADE WITHIN THE PUBLIC SERVICES DEPARTMENT'S 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 Public Services Department is requesting City Commission approval to utilize pricing from the Town of Davie Contract RFP No. B-16-168 for GIS Consulting Services, under the terms of their contract, which may exceed the annual vendor amount of Twenty Five Thousand Dollars (\$25,000.00) threshold for a single vendor each fiscal year the contract is in place and, therefore, requires City Commission approval; and

WHEREAS, the Public Services Department has determined that such purchases can be obtained at the least cost to the City utilizing pricing from the Town of Davie RFP No. B-16-168 which is attached as Exhibit "A", and is effective January 2017 through September 2022; and

WHEREAS, the Public Services Department is seeking approval to exceed Twenty Five Thousand (\$25,000.00) each fiscal year the contract is in place for any necessary services provided funding is available and appropriated in the current budget year;

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 GIS consulting services from Florida Technical Consultants, LLC in an amount exceeding the annual amount of Twenty Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor.

Section 3. That all Department purchases from Florida Technical Consultants, LLC shall be subject to and made from available funds within the Public Services Department approved annual appropriations and in accordance with the City of Dania Beach Purchasing Policy.

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 become effective upon its passage and adoption.

PASSED and ADOPTED on August 28, 2018.

ATTEST:

THOMAS SCHNIEDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Company Submitting Bid

INVITATION TO BID



ITB NO: B-16-168

TITLE: Continuing GIS Consulting Services

ADVERTISEMENT: Friday, September 16, 2016

DUE DATE: Thursday, October 6, 2016 **TIME:** 2:00 PM

SUBMIT TO: TOWN OF DAVIE
Brian K. O'Connor C.P.M.
6591 Orange Drive
Davie, FL. 33314

REVIEW MEETING: None

COUNCIL APPROVAL: October 2016

BONDS: None

Town of Davie Bid
B-16-168 Continuing GIS Services

TOWN OF DAVIE
RFP NO. B-16-168
Continuing GIS Consulting Services



Dear Potential Respondent:

The Town of Davie, Florida invites qualified contractors to submit responses in accordance with the requirements stated herein no later than **2:00 PM EST Thursday, October 6, 2016**, for **RFP No. B-16-168 Continuing GIS Services**. Interested firms may secure the solicitation package and all other pertinent information by visiting http://www.davie-fl.gov/Pages/DavieFL_BidsAndRFP/ or at DemandStar.com.

The Town of Davie, FL is seeking proposals from qualified proposers to perform the required services for the City in full accordance with the scope of services, terms and conditions contained herein. The selection of the successful respondent(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFP responses.

Questions regarding this solicitation shall be submitted in writing to purchasing@davie-fl.gov no later than 5:00 PM on Monday, October 3, 2016. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Purchasing website and DemandStar.com. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit **One (1) original complete proposal package, Three (3) duplicate copies of said package and One (1) flash drive or CD copy**, to the **Town of Davie Budget and Finance / Purchasing Division – Attention: Purchasing Manager, Brian K. O'Connor, 6591 Orange Drive Davie, FL 33314** on or before the due date stipulated above. All packages shall be clearly marked "**RFP No. B-16-168 Continuing GIS Services**". The Town will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. **Late submissions shall not be accepted.**

RFP responses will be publicly opened and firm names read aloud in the Town Hall Council Chambers on the due date/time noted above. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

A handwritten signature in black ink, appearing to read "Brian K. O'Connor".

Brian K. O'Connor
Procurement Manager
Town of Davie

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Contents

SECTION 1.0 SECTION 1.0 GENERAL TERMS AND CONDITIONS	5
1.1 DEFINITIONS	5
1.2 VENDOR NOTIFICATION	6
1.3 LOCAL PREFERENCE	6
DEFINITIONS	6
1.4 BIDDERS RESPONSIBILITIES	8
1.5 PREPARATION OF BIDS	8
1.6 DESCRIPTION OF SUPPLIES	8
1.7 SUBMISSION OF BIDS	9
1.8 ADDENDA	9
1.9 REJECTION OF BIDS	9
1.10 WITHDRAWAL OF BIDS	9
1.11 LATE BIDS OR MODIFICATIONS	9
1.12 CONFLICTS WITHIN THE BID SOLICITATION	9
1.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS	9
1.14 INVOICING/PAYMENT	10
1.15 DISCOUNTS	10
1.16 COMPETENCY OF BIDDERS	10
1.17 NOTICE REQUIREMENTS UNDER THE AGREEMENT	11
1.18 EMPLOYEES	11
1.19 AWARD OF BID	11
1.20 BID PROTESTS	11
1.21 AGREEMENT	12
1.22 DISQUALIFICATION OF BIDDERS	12
1.23 SUBCONTRACTING	12
1.24 ASSIGNMENT	12
1.25 FRAUD AND MISREPRESENTATION	12
1.26 COLLUSION	13
1.27 MAINTAINING BID STATUS	13
1.28 PATENTS AND COPYRIGHTS	13
1.29 PUBLIC RECORDS LAW	13
1.30 INFORMATION	13
1.31 REQUEST FOR PROPOSAL	13
1.32 EXCEPTIONS TO PROPOSAL	13
1.33 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT	14
1.34 COPELAND "ANTI-KICKBACK"	14
1.35 CONFLICT OF LAW	14
1.36 INTERPRETATION OF THE APPROXIMATE QUANTITIES	14
1.37 QUANTITIES	14
1.38 DELIVERY, INSPECTION & TITLE	14
1.39 WARRANTY	14
1.40 CLAIMS	15
1.41 CONTRACT RENEWAL	15
1.42 MODIFICATION OF CONTRACT	15
1.43 SAFETY DATA SHEET (SDS)	15
1.44 CONDITION OF MATERIALS AND PACKAGING	15

Town of Davie Bid
B-16-168 Continuing GIS Services

1.45 SAMPLES	15
1.46 PUBLIC ENTITY CRIMES	15
1.47 DISCRIMINATION.....	15
1.48 DRUG-FREE WORKPLACE PROGRAM	15
1.49 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY	15
1.50 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES	16
1.51 ACCESS TO RECORDS	16
1.52 RESERVED	16
1.53 INSURANCE REQUIREMENTS	16
1.54 TOWN WEBSITE.....	17
1.55 DISCLAIMER	17
1.56 CONFIDENTIALITY	17
1.57 ORDER OF PRECEDENCE	18
1.58 NATURE OF THE AGREEMENT	18
1.59 PAYMENT FOR SERVICES/AMOUNT OBLIGATED	18
1.60 PRICING	18
1.61 GUARANTEE	18
1.62 MANNER OF PERFORMANCE	19
1.63 INDEPENDENT CONTRACTOR RELATIONSHIP	19
1.64 AUTHORITY OF THE TOWN'S PROJECT ADMINISTRATOR.....	19
1.65 MUTUAL OBLIGATIONS.....	20
1.66 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING.....	20
1.67 AUDITS	21
1.68 SUBSTITUTION OF PERSONNEL.....	21
1.69 SUBCONTRACTUAL RELATIONS	21
1.70 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS	22
1.71 SEVERABILITY	22
1.72 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK	22
1.73 EVENT OF DEFAULT	23
1.74 REMEDIES IN THE EVENT OF DEFAULT.....	24
1.75 PATENT AND COPYRIGHT INDEMNIFICATION	24
1.76 PROPRIETARY INFORMATION.....	24
1.77 PROPRIETARY RIGHTS	25
1.78 ETHICS.	26
1.79 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS	26
1.80 NONDISCRIMINATION	26
1.81 CONFLICT OF INTEREST	26
1.82 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION	27
1.83 BANKRUPTCY	27
1.84 GOVERNING LAW	27
1.85 SURVIVAL	28
1.86 CANCELLATION FOR UNAPPROPRIATED FUNDS.....	28
1.87 ASBESTOS STATEMENT	28
1.88 VERBAL INSTRUCTIONS PROCEDURE	28
1.89 COST ADJUSTMENTS	28
1.90 PROHIBITION OF INTEREST	28
1.91 NO CONTINGENT FEES	28
1.92 E-VERIFY	28
1.93 FORCE MAJEURE	29
1.94 BUDGETARY CONSTRAINTS.....	29
1.95 ANNEXATION.....	29
1.96 LITIGATION VENUE	29

**Town of Davie Bid
B-16-168 Continuing GIS Services**

1.97 SOVEREIGN IMMUNITY.....	29
1.98 SUBMISSION AND RECEIPT OF BIDS.....	30
SECTION2.0 SPECIAL CONDITIONS.....	31
2.1 VARIATIONS TO SPECIFICATIONS:	ERROR! BOOKMARK NOT DEFINED.
2.2 SIGNED BID CONSIDERED AN OFFER:	ERROR! BOOKMARK NOT DEFINED.
2.3 EQUIPMENT: ERROR! BOOKMARK NOT DEFINED.	
2.4 EMPLOYEES: ERROR! BOOKMARK NOT DEFINED.	
2.5 STORAGE OF MATERIALS:.....	ERROR! BOOKMARK NOT DEFINED.
2.6 DISPOSAL OF WASTE:	ERROR! BOOKMARK NOT DEFINED.
2.7 DAMAGE TO PUBLIC OR PRIVATE PROPERTY:.....	ERROR! BOOKMARK NOT DEFINED.
2.8 LIQUIDATED DAMAGES:	ERROR! BOOKMARK NOT DEFINED.
2.9 PAYMENT: ERROR! BOOKMARK NOT DEFINED.	
2.10 INSPECTIONS: ERROR! BOOKMARK NOT DEFINED.	
2.11 COMPETENCY OF PROPOSERS:.....	31
2.12 PERFORMANCE OF SERVICES:	31
2.13 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:	31
2.14 REQUESTS FOR INFORMATION (RFI):	31
2.15 AUTHORITY OF THE TOWN’S CONTRACT MANAGER:.....	31
2.16 VENDOR AS AN INDEPENDENT CONTRACTOR:.....	32
2.17 SUBCONTRACTOR:	32
2.18 PROTECTION OF PROPERTY:.....	ERROR! BOOKMARK NOT DEFINED.
2.19 EVALUATION METHOD AND CRITERIA:	33
2.20 NEGOTIATIONS:.....	34
2.21 CONTRACT AWARD:	34
SECTION3.0 SPECIFICATIONS.....	35
3.1 PURPOSE: 35	
3.2 SCOPE OF WORK:.....	35
3.3 GENERAL LOCATION OF WORK:.....	36
3.4 TERM OF CONTRACT:	36
3.5 TIME OF COMPLETION:	ERROR! BOOKMARK NOT DEFINED.
3.6 QUANTITIES: ERROR! BOOKMARK NOT DEFINED.	
SECTION4.0 PRICING PAGE.....	38
SECTION5.0 TOWN REQUIRED FORMS.....	39
ACKNOWLEDGEMENT OF ADDENDA.....	63
PART I:	63
LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.63	
PART II:	63
PROPOSAL SIGNATURE PAGE FOR CORPORATION.....	64
PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP	65
DRUG-FREE WORKPLACE PROGRAM	66
SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY	67
INDEMNIFICATION CLAUSE.....	69
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	70
ANTI-KICKBACK AFFIDAVIT	72
NON-COLLUSIVE AFFIDAVIT	73
PROPOSER QUESTIONNAIRE.....	75

Town of Davie Bid
B-16-168 Continuing GIS Services

**Town of Davie Bid
B-16-168 Continuing GIS Services**

SECTION 1.0 SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the work.

Bid: The written offer of a Bidder to perform the work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Town, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Administrator and approved by the Town Administrator and/or Town Council.

Contract: The written agreement between the Town and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Administrator: Town of Davie Town Administrator or his designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Town of Davie and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Town: A political subdivision, Incorporated Town within Broward County of the State of Florida, whose governing body is a Town Council consisting of a Mayor, Vice Mayor and three Town Council members.

Town Administrator: The Administrator of the Town of Davie, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the Towns Project Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with the Town of Davie.

Town of Davie Bid B-16-168 Continuing GIS Services

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Town's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

Owner: The term Owner as used in this Contract shall mean the Town of Davie.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the Project.

Scope of Service: Document which details the work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor,

who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "**Work**", "**Services**", "**Program**", or "**Project**": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "**Directed**", "**Required**", "**Permitted**", "**Ordered**", "**Designated**", "**Selected**", "**Prescribed**", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Project Manager or; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Project Manager. In resolving disputes and in all respects the Town Administrator's decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the Town to be included on an email list for goods and services which can be found at www.davie-fl.gov

1.3 LOCAL PREFERENCE

Definitions

Local Davie Vendor-a "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie and have an address that the U.S. Postal Service recognizes as being a Davie address to be eligible.

Local Broward County Vendor- a "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees

Town of Davie Bid B-16-168 Continuing GIS Services

within the Broward County limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

Bid- A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Purchasing staff on the Town's website where the award is determined by price.

Proposal- A proposal shall be any competitive solicitation by Request for Proposal (RFP) officially posted by the Town of Davie purchasing staff on the Town's website where the award is determined by qualifications.

Process

a) **Competitive Bid-** For bid evaluation purposes, vendors that meet the definition of "local Davie vendor" as detailed above shall be given a 5% evaluation credit. This shall mean that if a "local Davie vendor" submits a bid/quote that is within 5% of the lowest price if that lowest price is submitted by a non-Broward County vendor or within 2.5% of the lowest price if that lowest price is submitted by a Broward County vendor, the "local Davie vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Davie vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Davie vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

For bid evaluation purposes, vendors that meet the definition of "local Broward County vendor" as detailed above shall be given a 2.5% evaluation credit. This shall mean that if a "local Broward County vendor" submits a bid/quote that is within 2.5% of the lowest price submitted by any non-Broward County vendor, the "local Broward County vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Broward County vendor" submits a bid which is at least 1% lower than that lowest responsive

bid/quote, then the award will go to the "local Broward County vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a "local Davie vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local Davie vendor" will be given first option. If the "local Davie vendor" cannot beat the lowest bid received by at least 1%, an opportunity will be given to the "local Broward County vendor". If the "local Broward County vendor" cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple "local Davie vendors" submit bids/quotes which are within 5% of the lowest bid/quote if that bid/quote is from a non-Broward County bidder, or within 2.5% of the lowest bid/quote if that bid/quote is from a local Broward County bidder, then all vendors will be asked to submit a "best and final offer (BAFO)". The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least 1%, then the process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within 2.5% of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least 1% lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

b) **Competitive Proposal-** For evaluation purposes, "local Davie vendor" and "local Broward County vendor" shall be a criterion for award in any Request For Proposal unless specifically exempted by the Town Administrator or the Town Council.

c) Exceptions

1. No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.

2. Utilization of a State or other agency contract.

3. State or Federal law prohibits the

Town of Davie Bid B-16-168 Continuing GIS Services

use of local preference.

4. The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.

5. Sole source or single source purchases.

6. The "local vendor" is either non-responsive or non-responsive.

7. All bids submitted exceed the budget amount for the project.

8. Emergency purchases.

9. The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the bidder.
- C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Purchasing Code and applicable County Ordinances, State Statutes and Federal Statutes.

1.5 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.

1.6 DESCRIPTION OF SUPPLIES

- A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."
- B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.
- C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the

**Town of Davie Bid
B-16-168 Continuing GIS Services**

items as specified.

- D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.
- E. The Town shall be the sole judge of equality and its decision shall be final.

1.7 SUBMISSION OF BIDS

- A. Bids and Addenda thereto shall be enclosed in sealed envelopes addressed to the Town of Davie Purchasing Department, 6591 Orange Drive Davie, Florida 33314. The name and address of the bidder, the bid number, the date and hour of the bid opening, and the bid name shall be placed on the outside of the envelope.
- B. Bids must be submitted on the forms furnished. E-mailed and facsimile bids will not be considered. Bids shall be dated and time stamped prior to bid opening. Bidders shall have sole responsibility of insuring delivery of bids on time and to the proper location.
- C. Bidders requesting a copy of the bid tabulation shall include a stamped, self-addressed envelope. OR can request a copy be e-mailed to them.
- D. Bids should be submitted in duplicate. Submit one original and one copy. Please include in your proposal package a CD or flash drive containing a PDF file of the entire original submission.

1.8 ADDENDA

The Purchasing Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge re-

ceipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Town may waive this requirement in its best interest.

1.9 REJECTION OF BIDS

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.10 WITHDRAWAL OF BIDS

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The Town will permanently retain as liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

1.11 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

1.12 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Procurement Manager on or before five (5) days prior to scheduled opening, a request for clarification. All such requests for

Town of Davie Bid B-16-168 Continuing GIS Services

clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Procurement Manager five (5) days prior to the scheduled opening.

1.14 INVOICING/PAYMENT

All invoices should be sent to: Town of Davie, Finance Department, 6591 Orange Drive, Davie, Florida 33314. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

1.15 DISCOUNTS

- A. Bidders may offer a discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.16 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and

organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.

- B. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Town. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

**Town of Davie Bid
B-16-168 Continuing GIS Services**

be displayed on the front of the employee's shirt.

1.17 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Town:
Project Manager
Town of Davie
Attention: Public Works and Capital Projects Department
Phone: 954-797-1085
Fax: 954-797-1246

To the Procurement Department:
Angie Salinas
Buyer
Purchasing Division
6591 Orange Drive
Davie, FL 33314
Phone: (954) 797-1062 Fax: (954) 797-1049
Email: asalinas@davie-fl.gov

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, and fax numbers and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.18 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the Town of Davie. The Contractor shall supply competent and physically capable employees and the Town is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall

1.19 AWARD OF BID

- A. The Review Committee or Department will make a recommendation based upon the lowest responsive and responsible bidder whose bid conforms to the Invitation for Bids and is most advantageous to the Town. If lowest fails to comply, then the second will be called upon, and so on.
- B. The Town reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor (s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor (s).
- D. Successful Bidder shall be notified in writing of award.
- E. Delivery of materials and/or services shall be performed upon receipt by successful bidder of a numbered, signed purchase order.

1.20 BID PROTESTS

The Town shall provide notice of its intent to award or reject to all bidders by posting such notice on the Town's website within two (2) working days after the posted review committee meeting.

If a vendor feels that they have been treated unfairly with regards to the results of a solicitation, or the resulting recommendation for award, they may protest the Town's action as follows:

1. The vendor must submit a letter to the Procurement Manager detailing the nature of the protest along with two (2) cashier's checks within three (3) working days of the notice of intent to award. The first check will be in the

Town of Davie Bid B-16-168 Continuing GIS Services

amount of \$500 (hereinafter called "the administrative fee"). The second check will be in the amount of 1% of the bid amount (hereinafter called "the protest bond"). The Town's notices of intent to award are posted on the Town of Davie website.

2. If the Procurement Manager receives a bid protest letter along with the administrative fee and the protest bond as described above, the bid award process will be suspended and the protest will be referred to the Bid Protest Committee. However, if the project is needed to protect the health, safety, and/or welfare of the residents of the Town of Davie, the award of the project will proceed without interruption. The Bid Protest Committee shall consist of three (3) Town of Davie staff member to be selected by the Town Administrator. The Procurement Manager and the employee that wrote the recommendation for award may not sit as a member of the Bid Protest Committee. However, the Procurement Manager and the staff member that wrote the recommendation for award shall be present at the hearing of the Bid Protest Committee to answer any questions pertaining to the bid process or the evaluation process.
3. The Bid Protest Committee shall schedule a hearing within ten (10) working days of receipt of the protest letter. All parties having an interest in the outcome will be notified of the date and time of the hearing. If the bid protest is denied, the vendor will forfeit the protest bond. If the protest is upheld, the protest bond will be returned to the vendor. The administrative fee shall be non-refundable in all cases.
4. If the Bid Protest Committee denies the protest, the aggrieved vendor may appeal his/her case to the Davie Town Council. In order to appeal, the vendor must notify the Town Administrator within three (3) working days of the Bid Protest Committee's ruling. Upon notification, the Town Administrator will schedule the appeal as an agenda item on the next available Town Council agenda. All bidders will be notified of the agenda date.
5. Once the bid protest is resolved, the Town will proceed with the bid award. Except as exempted in 2 above.

1.21 AGREEMENT

An agreement shall be sent to the awarded bidder to be signed, witnessed, and returned to the Town for execution. The Town will provide a copy of the fully executed agreement to the awarded bidder.

1.22 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:

- A. Poor performance or default, in the Town's opinion, on previous contracts with the Town.
- B. Poor performance or default, in the Town's opinion, on previous contracts with other public entities.
- C. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town may result in termination of the contract for default.

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval.

1.25 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Town. The Town as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

Town of Davie Bid B-16-168 Continuing GIS Services

1.26 COLLUSION

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.27 MAINTAINING BID STATUS

To be retained on the active bidders list, bidder MUST respond to this Invitation to Bid. To protect your status as an active bidder, please complete and return the last page of the bid proposal form indicating reason for "No Bid" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

1.28 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.29 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the Town in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the Town in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the Town shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.30 INFORMATION

Further information, if desired, may be obtained from the Procurement Manager, 6951 Orange Drive Davie, Florida 33314, Telephone (954) 797-1016.

Questions or requests for clarification of the specifications shall be in writing and received by the Procurement Management Division at least five days prior to the date and time of the bid opening. They may be mailed or faxed to (954) 797-1049 or emailed to purchasing@davie-fl.gov

1.31 REQUEST FOR PROPOSAL

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to a bid shall be and mean the same as proposal.

1.32 EXCEPTIONS TO PROPOSAL

The bidder must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Bidder to comply with the particular term and/or condition of the ITB to which the Bidder took exception to (as said term and/or condition was originally set forth on the ITB.)

**Town of Davie Bid
B-16-168 Continuing GIS Services**

1.33 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The contractor shall indemnify and hold harmless the Town its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Town or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The awarded bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this contract.

1.34 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.35 CONFLICT OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and notwithstanding application of conflicts of law principles.

1.36 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated

quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.37 QUANTITIES

The Town specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth in the proposal form by the bidder.

1.38 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Town unless loss or damage results from negligence by the Town. If the materials or services supplied to the Town are found to be defective or to not conform to specifications, the Town reserves the right to cancel the order upon written notice to the contractor and return product at bidder's expense.

1.39 WARRANTY

Unless otherwise specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the Town, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

**Town of Davie Bid
B-16-168 Continuing GIS Services**

1.40 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.41 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for additional twelve month periods if agreed to in writing by both parties.

1.42 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.43 SAFETY DATA SHEET (SDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance as a condition of the award of the bid by the Town.

1.44 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

1.45 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the Town. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

1.46 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services

to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.47 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.48 DRUG-FREE WORKPLACE PROGRAM

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form and a copy of the program with their bid.

1.49 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating understanding and compliance with the Town's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low bidder may be given the opportunity to submit the form to the Town within five calendar days after notification by the Town, if this is determined to be in the best interest of the Town.

Town of Davie Bid B-16-168 Continuing GIS Services

1.50 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this Invitation to Bid that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

1.51 ACCESS TO RECORDS

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement and upon request make them available to the Town for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

1.52 RESERVED

1.53 INSURANCE REQUIREMENTS

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all

employees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

2. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$1,000,000 per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive, Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor

Town of Davie Bid B-16-168 Continuing GIS Services

hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.

NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

1.54 TOWN WEBSITE

Bids, addenda, Intent to Awards, and other information is available on the Purchasing Division's "Purchasing" page, which can be found at: www.davie-fl.gov

1.55 DISCLAIMER

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Town of Davie's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Council, and the final selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion of the Town Council of the Town of Davie, in the best interest of the Town of Davie. The issuance of this bid constitutes only an invitation to make presentations to the Town of Davie. The Town of Davie reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.56 CONFIDENTIALITY

As a political subdivision, the Town of Davie is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the Town of Davie's evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

**Town of Davie Bid
B-16-168 Continuing GIS Services**

1.57 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The Town of Davie's RFP and any associated addenda and attachments thereof, and
- C. The Contractor's Proposal.

1.58 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Project Administrator.

The Contractor acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.59 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The Town shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and the Contractor.

All Services undertaken by the Contractor before Town's approval of this Contract shall be at the Contractor's risk and expense.

1.60 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Town at any time during the Contract term, including any renewal or extension thereof.

1.61 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to his errors and omissions, and shall promptly correct or replace all such deficient work due to his errors and omissions without cost to Town upon the request of the Town for five years after the date of acceptance of the project by the Town, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for

**Town of Davie Bid
B-16-168 Continuing GIS Services**

the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the Town for work performed does not constitute a waiver of this guarantee.

1.62 MANNER OF PERFORMANCE

- A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Town, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B. The Contractor agrees to defend, hold harmless and indemnify the Town and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Town. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Contractor warrants and represents that its personnel have the proper skill,

training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

- E. The Contractor shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

1.63 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees and agents of the Town.

The Contractor does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

1.64 AUTHORITY OF THE TOWN'S PROJECT ADMINISTRATOR

- A. The Contractor hereby acknowledges that the Town's Project Administrator will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

**Town of Davie Bid
B-16-168 Continuing GIS Services**

- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises.

The Town Administrator may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All

such disputes shall be submitted in writing by the Contractor to the Town Administrator for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.65 MUTUAL OBLIGATIONS

- A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.66 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The

**Town of Davie Bid
B-16-168 Continuing GIS Services**

Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.67 AUDITS

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

1.68 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.69 SUBCONTRACTUAL RELATIONS

A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor

will be subject to the provisions hereof as if performed directly by the Contractor.

- B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.
- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.
- E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the

**Town of Davie Bid
B-16-168 Continuing GIS Services**

subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

1.70 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Town were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Town makes no representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.71 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.72 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The Town may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Town through fraud, misrepresentation or material misstatement.
- B. The Town may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Town, the receipt and adequacy of which is hereby

acknowledged by Contractor is given specific consideration to Contractor for Town's right to terminate this Agreement for convenience.

- D. The Town, through its Town Administrator, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant/contractor of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Town, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement may be debarred from Town contracting in accordance with the Town debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Town's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town:
 - 1. Stop work on the date specified in the notice ("the Effective Termination Date");
 - 2. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
 - 3. Cancel orders;
 - 4. Assign to the Town and deliver to any location designated by the Town any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement

**Town of Davie Bid
B-16-168 Continuing GIS Services**

and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;

5. Take no action which will increase the amounts payable by the Town under the Agreement.
- G. In the event that the Town exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.
- H. All compensation pursuant to this Article is subject to audit.

1.73 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Contractor has not delivered Deliverables on a timely basis;
 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the

Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

5. The Contractor has failed to obtain the approval of the Town where required by the Agreement;
 6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
 7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town may request that the Contractor, within the time frame set forth in the Town's request, provide adequate assurances to the Town, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town receives such assurances the Town may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town the requested assurances within the prescribed time frame, the Town may:
1. Treat such failure as a repudiation of the Agreement;
 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the Town shall terminate the Agreement for default, the Town or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

**Town of Davie Bid
B-16-168 Continuing GIS Services**

1.74 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

1.75 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the Town for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Town and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.
- C. In the event any Deliverable or anything provided to the Town hereunder, or a

portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Town's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Town, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

- D. The Contractor shall be solely responsible for determining and informing the Town whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Town may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.76 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the Town of Davie is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession may constitute or contain information or materials which the Town has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter "Computer Software").

**Town of Davie Bid
B-16-168 Continuing GIS Services**

All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town and, if the Computer Software has been leased or purchased by the Town, all third party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.77 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the Town retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town to the Contractor hereunder or furnished by the Contractor to the Town and/or created by the Contractor for delivery to the Town, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Town, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.
- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" shall become the property of the Town.
- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Town, except as required for the Contractor's performance hereunder.
- D. Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the Town or entities controlling, controlled by, under common control with, or affiliated with the Town, or organizations which may hereafter be formed by or become affiliated with the Town. Such license specifically includes, but is not limited to,
 - E. the right of the Town to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Town for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Town or entities controlling, controlled by, under common control with, or affiliated with the Town, or organizations which may hereafter be formed by or become affiliated with the Town. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

**Town of Davie Bid
B-16-168 Continuing GIS Services**

1.78 ETHICS.

In accordance with Section 2-327 of the Town's Code requires that the town shall not purchase any goods or services from any person who is actively employed by the Town of Davie or from any business or entity of which the employee or the employee's spouse or child is an agent, officer, partner, director or proprietor or in which they have a material interest or discretionary authority. Any such individual or business shall be disqualified from participating in any bidding activity for purchases by the town unless specifically authorized by action of the town council. Furthermore all bidders are subject to follow the SECTION 1-19 OF THE BROWARD COUNTY CODE.

1.79 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- C. Environmental Protection Agency (EPA), as applicable to this Contract.
- D. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

E. "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.

F. Florida Building Code (FBC).

G. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

1.80 NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.81 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

**Town of Davie Bid
B-16-168 Continuing GIS Services**

- B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Town, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Town's Project Administrator. Contractor

shall thereafter cooperate with the Town's review and investigation of such information, and comply with the instructions Contractor receives from the Project Administrator in regard to remedying the situation.

1.82 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the Town:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any contractor, department, board, agency, council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and
- C. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Town, except as may be required by law.

1.83 BANKRUPTCY

The Town reserves the right to terminate this contract if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.84 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

**Town of Davie Bid
B-16-168 Continuing GIS Services**

1.85 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Town under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.86 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the Town for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.87 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

1.88 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Town as duly authorized expressions on behalf of Contractors.

1.89 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available

ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled by the Town upon giving thirty (30) days written notice to the Contractor.

1.90 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has Town elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Town Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the Town's bidder lists, and prohibition from engaging in any business with the Town.

1.91 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.92 E-VERIFY

**Town of Davie Bid
B-16-168 Continuing GIS Services**

Contractor acknowledges that the Town may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the Town and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the Town and a State Agency, and reporting to the Town any required information. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.97 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Town waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.93 FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the Town or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

1.94 BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.95 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the Town.

1.96 LITIGATION VENUE

**Town of Davie Bid
B-16-168 Continuing GIS Services**

1.98 SUBMISSION AND RECEIPT OF BIDS

N Bids having any erasures or corrections must be initialed and dated by the bidder in ink. This bid document shall be typewritten or filled in with pen and ink.

**Town of Davie Bid
B-16-168 Continuing GIS Services**

SECTION 2.0 SPECIAL CONDITIONS

2.1 COMPETENCY OF PROPOSERS:

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and equipment to complete the Scope of Services. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.

2.2 PERFORMANCE OF SERVICES:

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected. Replacements and/or rework, as required, shall be accomplished on a timely basis at no additional cost to the Town.

2.3 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:

The initial contract shall be for a period of five (5) years from execution of the agreement. In addition, the Town reserves the right to renew the contract for two (2) additional one (1) year periods, providing that both parties agree that all terms, conditions and specifications remain the same, contingent upon approval by the Town Administrator and the Town Council of the Town of Davie

2.4 REQUESTS FOR INFORMATION (RFI):

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving RFIs via e-mail at purchasing@davie-fl.gov.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all bidders by written addenda. Failure of a bidder to receive and/or acknowledge any addendum shall not release the bidder from any obligations under this bid.

2.5 AUTHORITY OF THE TOWN'S CONTRACT MANAGER:

- A. The Contractor hereby acknowledges that the Town's Contract Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Work; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the Contractor and the Contract Manager are unable to resolve their difference,

**Town of Davie Bid
B-16-168 Continuing GIS Services**

the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Contract Manager or anyone associated with this Contract, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises.

The Town Administrator may base this decision on such assistance as may be desirable, including the advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Town Administrator for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

2.6 VENDOR AS AN INDEPENDENT CONTRACTOR:

It is expressly agreed that the Contractor is an independent contractor and not an agent of Town. The Contractor shall not pledge or attempt to pledge the credit of Town or in any other way attempt to bind the Town.

2.7 SUBCONTRACTOR:

Subcontractors shall not be utilized on a regular basis but on occasion and in the event of an emergency wherein the Contractor is unable to fulfill the response time requirement due to extenuating circumstances. The Town of Davie shall approve any and all subcontractors used to respond to calls for service. The Contractor is fully responsible to the Town for the acts and omissions of subcontractors and of persons either directly or indirectly employed by said subcontractor. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the Town. Subcontractor shall follow the scope of services as stated herein. Prior to any Subcontractor's response to Town calls for service, the Contractor shall obtain written approval of the subcontractors used within the terms of this contract, and shall submit for approval to the Procurement Division Certificates of Insurance. Subcontractors shall maintain the same types and limits of insurance as required of the Contractor.

- A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.

**Town of Davie Bid
B-16-168 Continuing GIS Services**

- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.
- E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the Agreement, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

2.8 EVALUATION METHOD AND CRITERIA:

All proposals will be reviewed and evaluated by an Evaluation Committee to be designated by the Town Administrator or his/her designee. A recommendation for award will be submitted to the Town Administrator for final approval. The proposals shall be evaluated based on the criteria below in order to determine the proposal or proposals that are in the best overall interest of the Town.

Award will be made only to responsive responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.

The selection of a Proposer with who to contract shall be based on the proposal most advantageous to the Town based on the "best value to the Town" using the following criteria:

Criteria

- Scope of Services Proposed
- Firm's Qualifications
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Prices Proposed

The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The Committee will rank (where one (1) is the highest ranking) all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. If less than three (3) responsive proposals are received, the Selection Committee will give further consideration to all responsive proposals. Upon completion of the initial criteria evaluation ranking, the Committee may elect to shortlist all responsive proposals and may proceed with conducting oral presentation(s) and/or facility site visits with the Proposer(s) which the Evaluation Committee deems to warrant further consideration. The Town also reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc. Upon completion of oral presentation(s) and/or facility site visits, the Committee will re-evaluate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation(s) and/or facility site visits.

**Town of Davie Bid
B-16-168 Continuing GIS Services**

2.9 NEGOTIATIONS:

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. The Town may enter into contract negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the Town.

2.10 CONTRACT AWARD:

Any contract, as a result of this RFP, will be submitted to Town Administrator for considerations and may be submitted to the Town Council for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the Town to be in the best interest of the Town. The Town's decision to make the award and which proposal is in the best interest of the Town shall be final.

Town of Davie Bid
B-16-168 Continuing GIS Services

SECTION 3.0 SPECIFICATIONS

3.1 PURPOSE:

The Town of Davie announces that professional qualifications are requested from consulting firms ("Proposer(s)") for **CONTINUING GIS SERVICES**, for the TOD Utilities Department in the distribution, collection, Water Treatment, Wastewater Treatment and Reuse Facilities. The requested continuing professional services include, but are not limited to, the following:

3.2 SCOPE OF WORK:

The Proposer shall perform, as needed, continuing GIS consulting services for TOD and the TOD's water and sewer utility system and service area. The applications for which consulting services will be needed will require close and frequent liaison with the TOD Utilities Director and IT Director. Priorities and delivery schedules will be established by TOD Utilities/IT Departments and may be changed or amended frequently. Most projects will be web and web applications based, and may include but are not limited to, the following:

- Update and Correct Existing Data
 - Create web applications for the field collection of various utility infrastructure assets
 - Update existing GIS desktop utility map and existing web based utility map to include all provided as-built information including, manhole structure, pipeline, valve, water and sanitary service line, water/ IQ meter, backflow preventer, fire hydrant, lift station, inter-connects, air relief valves ,well data and any other applicable utility asset
 - Attributes to be added/ verified include:
 - o Boundaries
 - Service Area boundaries
 - Neighborhood/ Subdivision Boundaries
 - Municipal Boundaries
 - o Pipelines:
 - Material (Pipe & Casing)
 - Year Constructed/ Rehabilitated
 - Diameter (Pipe & Casing)
 - Abandoned vs in service
 - Flow Directions
 - Main break locations & year
 - Valve locations, type
 - Chlorine residual data
 - o Utility Easements - O.R. book & Page #
 - o Manhole/ Cleanout
 - Rim & Invert elevations
 - Year Constructed/ Rehabilitated
 - o Fire Hydrant
 - Number
 - Flow rating & recent test flow data
 - o Lift Station
 - Number
 - Public VS Private
 - Pump information & design flow rate

**Town of Davie Bid
B-16-168 Continuing GIS Services**

- Wetwell Depth & influent/ effluent pipe data
 - Contributing areas/ cascading station information
- o Backflow Prevention Devices
 - Year Installed
 - Type/ size
 - Certification # & Date
- Provide TOD Utilities/IT Departments GIS data to third parties as directed by the TOD Utilities/IT Directors
- Host accessible GIS data during the collection and quality control portion of the process and provide final data to TOD Information Technology (IT) Department for final input.
- Update existing GIS utility map to include Town of Davie service area and facilities for use by TOD Utility Locating Contract vendor
- Provide hyperlinks to as-builts on desktop utility map
- Provide training to the respective TOD personnel
- Special work orders for the development of GIS layers for various applications and/or related Capital Improvement project
- Evaluation of existing GIS system, and recommendations for future applications & improvements

3.3 GENERAL LOCATION OF WORK:

Additional Information for the RFQ

- Experience – Three similar projects within the last three years one of which was in Broward County or five in Florida
- Availability – Should have an office in the tri-county area and/or have a representative available for bi-weekly on site status meetings
- Demonstration – Prepare a twenty to forty minute demonstration of a current or past sanitary sewer or water layer of an active GIS data base (preferably in the ESRI ArcGIS online platform) with commentary and question/answer session.
- References
- Resume – Company and/or staff resume
- Budget – The TOD Utilities Department intends to budget between \$25,000 & \$35,000 annually for these services

3.4 TERM OF CONTRACT:

Bidder will be bidding on a three (3) year contract with the option to renew for two (2) additional years. Providing the successful bidder(s) will agree to maintain the same terms and conditions of the current contract, this contract could be extended for an additional two (2) years, on a year-to-year basis, if mutually agreed upon by both parties.

Town of Davie Bid
B-16-168 Continuing GIS Services

Town of Davie Bid
B-16-168 Continuing GIS Services

SECTION 4.0 PRICING PAGE

JOB CLASSIFICATION	RATE
GIS CONSULTANT	

Executed by: _____

(Type or print name)

Title: _____

For (Company): _____

Address: _____

Telephone Number: _____ Fax Number: _____

Email: _____

**The Bidder agrees to accept the Town of Davie's Visa procurement card for payment. Circle one
YES OR NO**

**Town of Davie Bid
B-16-168 Continuing GIS Services**

SECTION 5.0 TOWN REQUIRED FORMS

NON-COLLUSIVE AFFIDAVIT

STATE OF _____
COUNTY OF _____

_____ being first duly sworn deposes and says that:

BIDDER is the
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

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

Notary Public (Signature)
My Commission Expires: _____

**Town of Davie Bid
B-16-168 Continuing GIS Services**



**TOWN OF DAVIE
E-VERIFY FORM**

Bid No: _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and
- (b) all persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

Company/Firm: _____

Authorized Signature: _____

Print Name

Title: _____

Date: _____

**Town of Davie Bid
B-16-168 Continuing GIS Services**

CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposers Signature

**Town of Davie Bid
B-16-168 Continuing GIS Services**

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, _____, Company _____,

Attest that all personnel used in the performance of this work have had a criminal background check, and have no criminal offenses, a negative drug test result, and are legally documented to work in the United States.

The Town of Davie requests copies of the criminal back ground checks and drug test results.

Proposer's Signature _____

**Town of Davie Bid
B-16-168 Continuing GIS Services**

ATTACHMENT “E”

**Town of Davie
Vendor/Bidder Disclosure**

I, _____, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the Town of Davie (“Town”) are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: _____

Address: _____

FEIN _____

State and date of incorporation _____

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation’s stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

2. The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest

Town of Davie Bid
B-16-168 Continuing GIS Services

in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

By: _____
Signature of Affiant

Date: _____

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this _____ day of _____, 20__, by _____, he/she is personally known to me or has presented _____ as identification.

Notary Public, State of Florida at Large

Print or Stamp of Notary

Serial Number

My Commission Expires : _____

**Town of Davie Bid
B-16-168 Continuing GIS Services**



Town of Davie Local Vendor Preference

Affidavit of Eligibility

Complete all areas below. Incomplete forms may be rejected.

_____ My business is located within the Town of Davie.

LEGAL NAME OF FIRM: _____

Physical address:

Phone number _____ Fax number _____

Email address _____

Has the business name changed since it was opened in Davie? Yes _____ No _____

If Yes please provide the previous business name: _____

Taxpayer Identification Number: _____

Date your business was established in Town of Davie: _____

Business license: License number: _____ Date issued: _____

_____ A copy of my Business Tax Receipt is attached.

I employ _____ (insert a number) full time employees.

If your business is a Broward County business but not located within the Town of Davie please fill out the information on the next page.

**Town of Davie Bid
B-16-168 Continuing GIS Services**



**Town of Davie
Local Vendor Preference
Broward County Vendor**

Affidavit of Eligibility

Complete all areas below. Incomplete forms may be rejected.

_____ My business is located within Broward County but not in the Town of Davie.

LEGAL NAME OF FIRM: _____

Physical address:

Phone number _____ Fax number _____

Email address _____

Has the business name changed since it was opened in Broward County? Yes _____ No _____

If Yes please provide the previous business name: _____

Taxpayer Identification Number: _____

Date your business was established in Broward County: _____

Business license: License number: _____ Date issued: _____

_____ A copy of my Business Tax Receipt is attached.

I employ _____ (insert a number) full time employees.

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Town of Davie Bid
B-16-168 Continuing GIS Services

Authorized Signature: _____ Date: _____

Printed Name & Title: _____

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ◆ _____ ☐ Other (see instructions) ◆	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ◆

Date ◆

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are

waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Town of Davie Bid
B-16-168 Continuing GIS Services

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
 - An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income

from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

LOBBYING INTEREST

Respondents should refer to Sec. 2-57 of the attached form for complete definition of terms.

I, _____ representing _____
declare that I have read the attached form and that (check one):

_____ My company is not interested in lobbying either staff or elected officials on any subject associated with this Request for Proposal (RFP)

_____ My company is interested in lobbying either staff or elected officials on matters associated with this Request for Proposal (RFP). I understand that in order to lobby, I must fill out the attached form and submit it to the Town Clerk's Office along with a registration fee of \$50.00.

Title of RFP: _____

Bidder Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

e-mail Address: _____

Signature: _____

Print Name: _____

LOBBYING INTEREST

Respondents should refer to Sec. 2-57 of the attached form for complete definition of terms.

I, _____ representing _____ declare that I have read the attached form and that (check one):

_____ My company is not interested in lobbying either staff or elected officials on any subject associated with this Request For Proposal (RFP)

_____ My company is interested in lobbying either staff or elected officials on matters associated with this Request For Proposal (RFP). I understand that in order to lobby, I must fill out the attached form and submit it to the Town Clerk's Office along with a registration fee of \$50.00.

Title of RFP: _____

Bidder Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Signature: _____

Print Name: _____

ORDINANCE NO. 2012-17

AN ORDINANCE OF IBE TOWN OF DAVIE, FLORIDA, AMENDING CHAPTER 2, ARTICLE IV OF THE TOWN OF DAVIE CODE OF ORDINANCES TO COMPLY WITH PROVISIONS OF THE BROWARD COUNTY CODE OF ETHICS FOR ELECTED OFFICIALS BY REVISING DEFINITIONS, PROVIDING FOR DISCLOSURES, PROVIDING FOR A REGISTRATION FEE, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Davie determines and declares that open and responsible operation of municipal government requires that the fullest opportunity be afforded to the people to petition and freely express to their elected and appointed officials, their opinions on legislation and other actions and issues; and

WHEREAS, in order to preserve and maintain the integrity of the governmental decision making process, it is necessary that the identity and activities of certain persons who engage in efforts to influence Councilmember's either by direct communication to such officials or by solicitation of others to engage in such efforts be publicly and regularly disclosed; and

WHEREAS, the Broward County Commission enacted an ethics code for elected officials that became effective on January 2, 2012 which provides definitions for lobbyists, and lobbying activities; and

WHEREAS, the Ethics Code for Elected Officials also requires that lobbyists register with the municipality prior to engaging in lobbying activity; and

WHEREAS, the Town of Davie desires to amend Chapter 2, Article IV of the Code of Ordinances to incorporate definitions and lobbyist registration requirements as outlined in the Broward County Ethics Code for Elected Officials; and

WHEREAS, the Town of Davie seeks to recoup the costs of registering lobbyists and maintaining the disclosure requirements as set forth in the Ethics Code for Elected Officials by establishing a fee.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION L That Chapter 2 of the Code of the Town of Davie is hereby amended by adding thereto Article IV to read as follows:

ARTICLE IV. REGISTRATION OF LOBBYISTS

Sec. 2-56 INTENT AND PURPOSE.

The Town Council of the Town of Davie determines and declares that, to maintain the integrity of the government decision making process, the Town of Davie Councilmember's, Staff and residents have a legitimate need to know certain information about the activities of "lobbyists", as defined in this ordinance. The Town Council also finds that "lobbying", as defined in this ordinance, is a legitimate form of free speech, which is frequently an important and necessary part of the legislative process. As such, this ordinance seeks to impose the least burden which is reasonably necessary on lobbyists, in order to satisfy this public need for information.

Sec. 2-57 DEFINITIONS.

- (a) "Candidate" means an individual who is conducting a campaign for a elected office in the Town of Davie, Florida.
 - (b) "Campaign" means the election process for any elected Municipal Official whether opposed or not and whether a special or regular election, beginning with the date of officially filing for office with the Town Clerk and ending with the last day of voting which finally determines the outcome of the election.
 - (c) "Covered Individual" means (i) any member of the Town of Davie Council (ii) any member of a final decision-making body under the Town of Davie (iii) any individual directly appointed to a Town employment position by the Town Council, (iv) any individual serving on a contractual basis as the Town Attorney or Town Administrator, when such individual is acting in his or her official capacity; (v) any member of a selection, evaluation, or procurement committee that ranks or makes recommendations to the Town Council regarding a municipal procurement; (vi) any employee, any official, or any member of a committee of the Town that has authority to make a final decision regarding a public procurement; and (vii) the head of any department, division, or office of the Town who makes final recommendations to the Town Council regarding items that will be decided by the final decision-making authority. For purposes of the prohibition on lobbying under section (c)(2) below, "Covered Individual" also includes members of other local governmental entities within Broward County, including authorities, quasi-judicial boards, appointed boards, and commissions.
 - (d) "Economic consideration" means something of actual monetary value.
 - (e) *Elected Official means* any member of the Town of Davie Town Council and any Municipal Official as defined below.
 - (f) "Immediate family" means either a father, mother, sister, brother, child, spouse or person residing in the same residential unit.
 - (g) "Legislation" means any ordinance, resolution, or proposal of any kind which is the subject of present or prospective action by the Town Council.
-

(f) ~~Removed~~

(h) "Lobbying" or "Lobbying Activities" means a communication, by any means, from a lobbyist to a covered individual regarding any item that will foreseeable be decided by a final decision-making authority, which communication seeks to influence, convince, or persuade the covered individual to support or oppose the item.

~~(g) "Lobbyist" means a person who is employed or receives payment, or who contracts for economic consideration, for the purpose of lobbying, or a person who is principally employed for the purpose of influencing governmental affairs by another person or governmental entity to lobby on behalf of that other person or governmental entity. An employee of the principal is not a "lobbyist" unless the employee is principally employed for the purpose of influencing governmental affairs. "Principally employed for the purpose of influencing governmental affairs" means that one of the principal or most significant responsibilities of the employee to the employer is overseeing the employer's various relationships with government or representing the employer in its contacts with government. The following persons are excluded from the definition of "Lobbyist":~~

- ~~1. Persons who are solely responding to the direct inquiry of a Town Official.~~
2. Town Officials acting in the course of official Town business.

"Lobbyist" means a person who is retained, with or without compensation, for the purpose of lobbying, or a person who is employed by another person or entity, on a full-time or part-time basis, principally to lobby on behalf of that other person or entity. "Lobbyist" does not include a person who is:

- a. An Elected Official, employee, or appointee of Broward County or of any municipality within Broward County communicating in his or her official capacity.
- b. An individual who communicates on his or her own behalf, or on behalf of a person or entity employing the individual on a full-time or part-time basis, unless the individual is principally employed by that person or entity to lobby.
- c. Any employee, officer, or board member of a homeowners' association, condominium association, or neighborhood association when addressing, in his or her capacity as an employee, officer, or board member of such association, an issue impacting the association or its members; or
- d. Any employee, an officer, or a board member of a nonprofit public interest entity (e.g., Sierra Club, NAACP, ACLU) when addressing an issue impacting a constituent of that entity.

G) "Municipal Official" means any individual serving as a member of the governing body of a municipality within Broward County or serving as a municipal mayor within Broward County.

(k) "Ordinance" means the Town of Davie, Florida, Ordinance for the Registration of Lobbyists.

(l) "Person" means any individual, business, corporation, association, partnership, governmental agency or other association recognized as a legal entity pursuant to Florida law.

- (m) "Principal" means the person for or upon whose behalf the lobbyist is lobbying .
- (n) "Registration" means providing the information required by this ordinance, in writing, annually, and in Supplements and Amendments, as may be required. "Register "means to provide a registration in such a manner.
- (o) "Town" means the Town of Davie, Florida.

Sec. 2-58 REGISTRATION.

(a) Prior to engaging in lobbying activities, every lobbyist shall register with the Town by filing with the Town Clerk the following information in writing:

(1) The name, address and telephone number of the lobbyist is required on every, amended, and supplemental registration. The "address" must be a physical address (e.g. not a Post Office Box) where the lobbyist either resides or customarily does business .

(2) The nature and extent of any business, professional or familial relationship which the lobbyist, or any member of the lobbyist's immediately family, has had with any Municipal Official, or member of the immediate family of any Municipal Official within the period of time commencing twenty-four (24) months prior to registration and extending through the date of registration. No disclosure would be required of any such relationship existing prior to the effective date of this ordinance.

(3) The nature and extent of any involvement, activity or assistance, whether paid or voluntary, by any lobbyist, or any member of the lobbyist 's immediate family, with the current or the most recent campaign of any current elected Municipal Official, or current candidate for Town Council.

(4) Name, address and phone number of the lobbyist's principal(s), if known at the time of registration. The "address" must be a physical address (e.g. not a Post Office Box) where the principal either resides or customarily does business.

(5) The general and specific matters upon which the lobbyist intends to lobby, if known at the time of registration.

(b) There shall be a fee in the amount of \$50 (Fifty Dollars) charged by the Town, for each principal represented and by each any lobbyist. Such fee shall cover the cost of registering and maintaining a database of lobbyists as required by the Broward County Code of Ethics for Elected Officials. Said fee may be amended as needed by resolution.

(c) The registration information, and any supplement or amendment shall be filed in the Town Clerk's office. The registration must be signed by the lobbyist and attested to under penalty of perjury. The Town Clerk may approve a form of registration consistent with this ordinance, which shall be used in all cases, except where unavailable.

(d) Registration will be yearly, running from October 1st to September 30th of each year, and shall be renewed for each year during which lobbying activities are to take place. Only one annual registration form is required, per principal, per lobbyist.. However, if any of the information required in the registration form is new or changed (for example, a new principal, as defined by this ordinance, or a

new specific subject of lobbying), then the Lobbyist must supplement or amend the registration before additional lobbying.

- (e) Notwithstanding any provision to the contrary in this Ordinance, no lobbyist shall be required to register only because the lobbyist has spoken at any public hearing or public meeting of the Town of Davie.

Sec. 2-59. CONDUCT OF PRINCIPALS AND OF TOWN COUNCIL.

- (a) Any principal who retains a lobbyist(s) in the Town shall take reasonable measures to supervise and monitor its lobbyist(s) to insure compliance with this Ordinance.
- (b) Any Councilmember who has actual knowledge and recollection of a lobbyist who fails to register as required in this Ordinance, or of a lobbyist who makes a material misrepresentation in Registration shall disclose same in writing to the Town Clerk as soon as reasonably practical. Failure to make such disclosure shall subject the Councilmember to a penalty as provided for in Section 2-61(a). Nothing in this section shall require any inquiry by any Councilmember to ascertain the compliance by any person with this Ordinance, nor does this section imply that any Councilmember is required to remember all of his or her past dealings with lobbyists.

Sec. 2-60. GENERAL CONSTRUCTION.

- (a) Examples and section headings are provided for clarity and for purposes of illustration only. Examples are not intended to imply that the illustration is the sole or exclusive possibility.
 - (b) All language and terms in this ordinance shall be construed according to the definitions contained in the ordinance. If there is no explicit definition in this ordinance, then the language or term shall be construed according to the ordinary legal meaning in Florida; or if there is no ordinary legal meaning in Florida, then according to the ordinary and reasonable meaning to residents of the Town.
 - (c) Lobbyist registrations must be true and accurate for matters of which the lobbyist has actual knowledge, or which the lobbyist may ascertain through reasonably diligent inquiry.
-

Sec. 2-61. PENALTIES.

A "Penalty" in this ordinance means the penalties specified in the Town of Davie Code of Ordinances, Section 1-9 ("General penalty; continuing violations"); or in the event said Section 1-9 is repealed or superseded, the general penalty specified by Town of Davie Code of Ordinances for violations of the Town of Davie Code of Ordinances. However, notwithstanding any language to the contrary in the general Code provisions for penalties, the maximum penalty for violation of this Lobbyist ordinance shall not exceed five hundred dollars (\$500.00). This ordinance shall be enforced by issuance of a notice to appear in County Court as authorized by Section 162.22, Florida Statutes, as it may be amended from time to time.

Any lobbyist who fails to register or willfully violates this ordinance shall be subject to a penalty, as provided in subsection (a) above; and additionally shall be subject to imposition by the Town Council of a prohibition of further lobbying in the Town for up to one year.

Any Councilmember or Principal who knowingly and willfully directs or permits a lobbyist to violate this ordinance shall be subject to a penalty as provided in subsection 2-61(a).

SECTION 2. All Ordinances or parts of Ordinances in conflict herewith are to the extent of such conflict hereby repealed.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

SECTION 4. This Ordinance shall take effect sixty (60) days after its passage and adoption.

PASSED ON FIRST READING THIS 1ST DAY OF AUGUST, 2012.

PASSED ON SECOND READING THIS 15TH DAY AUGUST 2012.


MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK
APPROVED THIS 15 DAY

TOWN OF DAVIE LOBBYIST'S REGISTRATION STATEMENT AND OATH

Registration will be annual, from October 1st to September 30th, and shall be renewed for each year during which lobbying activities are to take place. Only one annual registration form is required. If, however, any of the information required on the registration form is new or changed (for example, a new principal, as defined by Section 2-57 of Ordinance 2012-17, or a new specific subject of lobbying), the Lobbyist must then supplement or amend the registration before additional lobbying. (Ordinance 2012-17, Section 2-58(d))

LOBBYIST INFORMATION (Ordinance 2012-17, Section 2-58(a)(l))

Name _____

Address _____

{must be a physical address (e.g. not a Post Office Box) where the lobbyist resides or customarily does business)

City _____ State _____ Zip _____ Telephone _____

Explain the nature and extent of any business, professional or familial relationship which the lobbyist, or any member of the lobbyist's immediate family, has had with any Town official, or member of the immediate family of any Town official within the period of time commencing twenty-four (24) months prior to registration.

Explain the nature and extent of any involvement, activity or assistance, whether paid or voluntary, by any lobbyist, or any member of the lobbyist's immediate family, with the current or the most recent campaign of any current elected Town official, or current candidate for Town Council. (2012-017, Section 2-58(a)(3))

LOBBYIST'S PRINCIPAL(S) INFORMATION (Ordinance 2012-17, Section 2-58(a)(4))

Name _____

Address _____

(must be a physical address (e.g. not a Post Office Box) where the principal resides or customarily does business)

City _____ State Zip _____ Telephone _____

Explain the general and specific matters upon which the lobbyist intends to lobby, if known at the time of registration. *If not* known at time of filing, the registration must be supplemented when the matter is determined. (Ordinance 2012-017, Section 2-58(a)(5))

I hereby acknowledge that I have received a copy of Ordinance 2012-17, concerning registration of lobbyists and acknowledge that any violation of this Ordinance shall result in penalties as stated in said Ordinance. I further acknowledge that this form must be accompanied by payment in the amount of \$50 for each principal represented and by each lobbyist. (Ordinance 2012-17, Section 2-58(b))

I hereby attest and affirm under penalty of perjury, that the facts contained herein are true and correct. Further, I understand that I am required to notify the Town Clerk, in writing, of any changes to the information contained herein and that I am required to complete a lobbyist statement for each new principal or subject matter which occurs throughout the year.

Signature of Lobbyist _____

STATE OF FLORIDA) _____

) SS:

COUNTY OF)

Sworn to and subscribed before me this _____ day of _____ 20__ by _____ who is personally known to me or who has produced _____ as identification.

My Commission expires _____

Name _____ Signature _____

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

PROPOSAL SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

NAMEADDRESS

President _____

Vice-President _____

Secretary _____

Treasurer _____

Registered Agent _____

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

Post Office Address

PROPOSER:

(CORPORATE NAME)_____
PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

ATTEST: _____
SECRETARY

YES [] NO []

If no, give address of principal place of business: _____

PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PROPOSER

(FIRM NAME)

Witnesses:

(SEAL)

SIGNATURE AND E-MAIL ADDRESS

PRINT NAME

Title (Sole Proprietor or Partner)

Post Office Address:

TELEPHONE

CITY in which fictitious name is registered.

Attach a copy of proof of registration

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

PRINTED NAME

NAME OF COMPANY

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby." "... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The Town of Davie policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the Town does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the Town of Davie has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

SIGNATURE

PRINTED NAME

NAME OF COMPANY

TITLE

Failure to sign this page shall render your bid non-responsive

**Town of Davie
B-16-168
Continuing GIS Services**

SOURCE OF INFORMATION

How did you find out about this solicitation? Check all that applies.

- | | | |
|---|--------------------------|-----------------------------|
| 1. www.davie-fl.gov | ☐ | |
| 2. www.demandstar.com | ☐ | |
| 3. The Sun Sentinel | ☐ | |
| 5. Referral/word-of-mouth | ☐ | Specify Source: _____ |
| 6. Search Engine/Internet search | ☐ | |
| 7. E-mail, newsgroup, online chat
_____ | ☐ | Specify _____ Source: _____ |
| 8. Banner or Link on another website | ☐ | |
| 9. Flyer, newsletter, direct mail | ☐ | Specify Source: _____ |
| Other
_____ | ☐ | Specify _____ Source: _____ |

Please note: This survey form is used for internal Procurement purposes only.

**Town of Davie
B-16-168
Continuing GIS Services**

INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the Town Council, the Town of Davie and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

Proposer's Name	Signature	Date

STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me, the under signed authority,

_____ who, after first being sworn by me, affixed his/her
[name of individual signing]
signature in the space provided above on this _____ day of _____, 20_____

NOTARY PUBLIC

**Town of Davie
B-16-168
Continuing GIS Services**

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the **TOWN OF DAVIE, FLORIDA**

By: _____
(print individual's name and title)

For: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ____ - ____ - ____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in

Town of Davie
B-16-168
Continuing GIS Services

management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).
- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day _____, 20____

Personally known _____

OR _____ Name of Notary

Produced identification _____ Notary Public – State of _____

**Town of Davie
B-16-168
Continuing GIS Services**

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Davie, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:

Title:

Sworn and subscribed before this

_____ day of _____, 20__

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

**Town of Davie
B-16-168
Continuing GIS Services**

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF }

SS:

_____ being first duly sworn, deposes and says that:

a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Witness

(Printed Name)

(Title)

**Town of Davie
B-16-168
Continuing GIS Services**

ACKNOWLEDGMENT

STATE OF FLORIDA }
 } SS:
COUNTY OF }

BEFORE ME, the undersigned authority personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, 20____.

My Commission Expires:

Notary Public State of Florida at Large

**Town of Davie
B-16-168
Continuing GIS Services**

PROPOSER QUESTIONNAIRE

1. Today's Date:

2. Name of Company Submitting Proposal:

3. How many years has your firm been in business under its present business name?: _____

3. Under what other former name(s) has your firm operated?: _____

4. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: No Yes If yes, please explain: _____

5. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: No Yes

If yes, please explain: _____

6. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: No Yes

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this BID. Please attach certificate of competency and/or State registration.

8. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary): _____

9. State the name and title of the individual who will have personal management of the work: _____

**Town of Davie
B-16-168
Continuing GIS Services**

10. State the name and address of attorney, if any, for the firm: _____

11. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual: _____

12. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer: _____

13. Bank references:

<u>BANK NAME</u>	<u>ADDRESS (CITY, STATE, ZIP)</u>	<u>PHONE</u>
<u>NUMBER</u>		

14. Surety (bonding) references – Attach a letter specifying maximum bondability from at least one (1) surety reference named below (Refer to Section 2.0, Item 10-10.1)

<u>SURETY</u>	<u>ADDRESS (CITY, STATE, ZIP)</u>	<u>PHONE</u>
<u>NUMBER</u>		

15.. Firm has attached a current Certificate of Liability Insurance? Yes No

16. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. _____

Town of Davie
B-16-168
Continuing GIS Services

17. Disclosure of Conflict of Interest

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, *FLORIDA STATUTES*, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Name	Relationship
------	--------------

FIRM NAME

SIGNATURE OF AUTHORIZED AGENT

NAME & TITLE, TYPED OR PRINTED

STATE OF _____)
COUNTY OF _____) SS
_____)

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 20____
by _____ who is personally known to me or produced
_____ as identification.

NOTARY PUBLIC, State of _____

Commission No.: _____

Print Name: _____

Commission Expires: _____

SEAL

(if Corporation)

**Town of Davie
B-16-168
Continuing GIS Services**

**AGREEMENT No. SAMPLE AGREEMENT ONLY
BETWEEN THE TOWN OF DAVIE
AND
CONTRACTOR NAME**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2016 by and between Contractor Name a corporation organized and existing under the laws of the State of XXXXXX, with offices at Address (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 6591 Orange Drive Davie, Florida 33314 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Proposals (RFP) No. XXXX-XX TITLE**, which includes the General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated XX, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the Plans and the terms and conditions of the Request for Proposals, which includes General Terms and Conditions of Request for Proposals, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The Town agrees to abide by and to be bound by the terms of the Request for Proposals, which includes General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

Town of Davie
B-16-168
Continuing GIS Services

4. The Town agrees to make payment in accordance with the terms of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence as provided for in **B-16 XXXX** unless Contractor is otherwise notified by the Town. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 2015.

**Town of Davie
B-16-168
Continuing GIS Services**

SIGNATURE PAGE

The undersigned attests to their authority to submit this proposal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposers response pursuant to Request for Proposals, instructions to Proposer and Specifications are true and correct in all respects;
3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.

7. Proposer understands that all information listed above may be checked by the TOWN and Proposer authorizes all entities or persons listed above to answer any and all questions. Proposer hereby indemnifies the TOWN and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted by the Proposer on this _____ day of _____, 2016.

Company_____

Signature_____

END OF CONTRACT

RESOLUTION NO. R-2017-023

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE NEGOTIATED AGREEMENT WITH FLORIDA TECHNICAL CONSULTANTS, LLC, FOR CONTINUING GIS CONSULTING SERVICES (RFP# B-16-168) (R2016- 287); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie selected Florida Technical Consultants, LLC as the top ranked company in accordance with RFP# B-16-168 for Continuing GIS Consulting Services; and

WHEREAS, the Town Council authorized the Town Administrator or his designee to negotiate an agreement for these services; and

WHEREAS, after review, the Town Council wishes to accept the negotiated agreement with Florida Technical Consultants, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the agreement with Florida Technical Consultants, LLC for Continuing GIS Consulting Services.

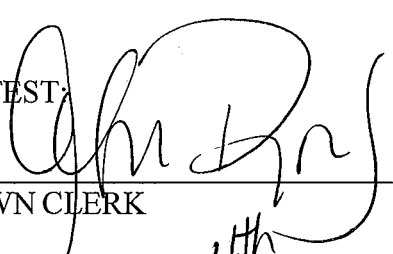
SECTION 2. The contract term is for five (5) years beginning January 5, 2017 and ending on January 4, 2022. There are two (2) additional one (1) year renewal options available. Contract extensions will be handled administratively.

SECTION 3. The Town Council hereby authorizes the expenditure from various Utilities Department Professional Services Account. Expenditures will be dependent on usage and within established annual budget.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 4th DAY OF January, 2017.

ATTEST:


TOWN CLERK


MAYOR/COUNCILMEMBER

APPROVED THIS 4th DAY OF January, 2017.

**AGREEMENT No. B-16-168
BETWEEN THE TOWN OF DAVIE
AND
FLORIDA TECHNICAL CONSULTANTS, LLC
FOR
CONTINUING GIS CONSULTING SERVICES**

THIS AGREEMENT is made by and between Florida Technical Consultants, LLC a corporation organized and existing under the laws of the **State of Florida**, with offices at **401 West Atlantic Avenue, Suite 09, Delray Beach, Florida 33444** (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 6591 Orange Drive Davie, Florida 33314 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Proposals (RFP) No. B-16-168 Continuing GIS Consulting Services**, which includes the General Terms and Conditions of the Request for Proposals, Special Conditions, Specifications, Required Forms and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated **October 6, 2016**, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the Request for Proposals, which includes the General Terms and Conditions of the Request for Proposals, Special Conditions, Specifications, Required Forms and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The Town agrees to abide by and to be bound by the terms of the Request for Proposals, which includes the General Terms and Conditions of the Request for Proposals, Special Conditions, Specifications, Required Forms and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms of the Request for Proposals, which includes the General Terms and Conditions of the Request for Proposals, Special Conditions,

Specifications, Required Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The Town agrees to make payment in accordance with the terms of the Request for Proposals and Contractor's Fee Schedule attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. The initial Agreement term will commence on January 5, 2017 and expire on January 4, 2022. The Town reserves the right to extend the agreement for two (2) additional one-year periods upon mutual agreement between the parties. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this 12 day of December, 2016

Florida Technical Consultants, LLC

By: [Signature]
(Signature)

Name: JAMES BARTON
(Print)

Title: PRESIDENT

Date: DEC 12 2016

Attest: [Signature]
Corporate Seal/Notary Public

Corporate Seal/Notary Seal

TOWN OF DAVIE, FLORIDA

By: [Signature]
Mayor Judith Paul

Date: 11/4/17
Attest: [Signature]
Evelyn Roig, Town Clerk

Approved as to form
and legal sufficiency

[Signature]
John Rayson, Town Attorney

Pay to the Order of
Regions Bank
Davie Branch, FL 33445
888-888-8888
For Deposit Only
TEB Center
3408888888

TAO
VENDOR
[Signature]



Florida Technical Consultants, LLC
401 West Atlantic Avenue Suite 09
Delray Beach, FL 33444
Tel (561) 265-3790 x 107
www.fltechinc.com

Continuing Professional Services Agreement For

TOWN OF DAVIE
RFP No. B-16-168
Continuing GIS Consulting Services

November 28, 2016

Florida Technical Consultants Fee Schedule 2016 - 2022

Position	Rate	Rate	Rate
	Aug 2016 – Sept 2018	Oct 2018 – Sept 2020	Oct 2020 – Sept 2022
Project Manager	\$ 125	\$ 130	\$ 135
Senior Professional Engineer	\$ 125	\$ 130	\$ 135
Project Engineer	\$ 115	\$ 120	\$ 125
Project GIS Analyst	\$ 110	\$ 115	\$ 120
Sr. CAD Manager	\$ 95	\$ 100	\$ 105
Field Inspector	\$ 95	\$ 100	\$ 105
Junior Engineer	\$ 95	\$ 100	\$ 105
GIS Specialist	\$ 95	\$ 100	\$ 105
CAD Technician	\$ 80	\$ 85	\$ 90
GIS Technician	\$ 80	\$ 85	\$ 90
Clerical	\$ 50	\$ 50	\$ 55

Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488, or send me an electronic message at jbarton@fltechinc.com.

Respectfully submitted,

James Barton, P.E.
President
Florida Technical Consultants

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

Item Number: 35.

To: Mayor and Councilmembers**From:** Don Bayler, Utilities**Prepared By:** Heidi G. Klemm - Utilities**Subject:** Resolution**Affected District:** Town Wide**Item Request:** Schedule for Council Meeting**Title of Agenda Item:** **AGREEMENT** - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE NEGOTIATED AGREEMENT WITH FLORIDA TECHNICAL CONSULTANTS, LLC, FOR CONTINUING GIS CONSULTING SERVICES (RFP# B-16-168)**Executive Summary:** We are requesting Town Council approval of the negotiated agreement for Continuing GIS Consulting Services.

Key Points:

- The Town Council approved the selection of Florida Technical Consultants, LLC as the company best suited to provide continuing GIS consulting services.
- The Town Council authorized the Town Administrator or his designee to negotiate an agreement for these services.
- We are requesting Council approval of this negotiated agreement.
- The agreement term is for five (5) years through January 4, 2022. There are two (2) additional one (1) year renewal options available for this agreement.

Previous Actions: R2016-287**Concurrences:** The Utilities Department and Procurement Manager have reviewed and approved this negotiated agreement.

Fiscal Impact:

Has request been budgeted? Yes

If yes expected cost: Dependent on usage and within established budget

Account name and number: 400.60.100.536-53107 - Professional Services

If no, amount needed:

Account name funds will be appropriated from

Additional Comments

Recommendation: Motion to approve

Strategic Goals This Item Supports:

Commitment to Customer Satisfaction, Dedication to Excellence in Service Delivery, Nurturing the health, safety, and welfare of the community

ATTACHMENTS:

File Name	Description
 R2017 -AGREEMENT - FLORIDA TECHNICAL CONSULTANTS (GIS).docx	Resolution
 B-16-168 GIS Services Agreement-FTC JHB.pdf	Agreement with Florida Technical Consultants

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND FLORIDA TECHNICAL CONSULTANTS, LLC, A FLORIDA, LIMITED LIABILITY COMPANY, UNDER THE TOWN OF DAVIE REQUEST FOR PROPOSALS NO. B-16-168 PRESENTLY EXISTING BETWEEN THE CONSULTANT AND DAVIE, FOR CONTINUING GEOGRAPHICAL INFORMATION SYSTEM (“GIS”) CONSULTING SERVICES.

This is an Agreement (“Agreement”) dated _____, 2018, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Florida Technical Consultants, LLC, a Florida Limited Liability Company (“Consultant”), with its principal mailing address of 401 West Atlantic Avenue, Suite 09, Delray Beach, Florida 33444.

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. The agreement existing between the Consultant and the Town of Davie, Florida and any amendment(s) to it, under an award by the Town of Davie of a contract (pursuant to a Request for Proposals, RFP No. B-16-168, a copy of which is attached as Exhibit “A”, and made a part of and is incorporated into this Agreement by this reference), shall be considered as part of this Agreement between the City and the Consultant; provided, however, that if Consultant contracts with any other governmental agency in the South Florida area and service rates are lower than those afforded to Town of Davie, or any city in Florida for these same services, then Consultant shall provide such lower service rates to the City.

2. The work to be performed for the City consists of supporting the overall development of GIS as it relates to the City's stormwater system, maintained by the City Public Services Department. The proposal letter dated June 27, 2018 is attached as Exhibit "B" and incorporated by this reference.
3. City agrees to pay the Consultant a not to exceed amount of Seventy Four Thousand Five Hundred Twenty Dollars (\$74,520.00), which will be invoiced on an hourly basis and billed to the City monthly.
4. That in all other respects, the terms of the Davie RFP applies to this Agreement.
5. City or Contractor may request changes that increase, decrease or otherwise modify the services, as described in this Agreement. These changes may affect the compensation, and, if so, they must be described in a written Amendment to this Agreement, executed by the authorized agents of both of the parties, prior to any deviation from the terms of this Agreement. In no event will Contractor deviate or permit deviation from, the services described in Exhibit "B" attached to this Agreement without the City's advance written consent.

ATTEST:

CITY:
CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ROBERT BALDWIN
CITY MANAGER

THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

STATE OF FLORIDA

COUNTY OF _____

CONTRACTOR:

Florida Technical Consultants, LLC, a
Florida Limited Liability Company

Signature

PRINT Name

Title

Dated: _____, 2018

The foregoing instrument was acknowledged before me on _____, 2018,
by _____, as _____ of Florida Technical Consultants,
LLC, a Florida limited liability company, on behalf of the company. He/she is personally known
to me or has produced _____ as
identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

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 AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BASED UPON THE CONSTRUCTION AND INSTALLATION OF FIVE (5) BUS SHELTERS TO BE LOCATED ALONG FEDERAL HIGHWAY WHICH THE CITY WILL PERFORM MAINTENANCE OF THE BUS SHELTERS

Purchasing Requests ONLY

Dept:

Acct #:

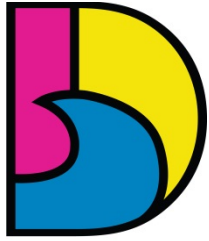
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

2018 Agenda Memo- FDOT MOA Construction and Maintenance of (5)Five Bus Shelters (3) (Fin Rev 8-15-18), R-2018- FDOT Maintenance Memorandum of Agreement for 5 New Bus Shelters, Exhibit A- FDOT Maintenance Memorandum of Agreement



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Public Services Director
Ronnie S. Navarro, PE, CFM, Deputy Director/City Engineer

DATE: August 28, 2018

SUBJECT: FDOT Maintenance Agreement for Construction and Maintenance of Five (5) Bus Shelters

A few years ago, FDOT conducted an engineering feasibility study of low-cost improvements that were developed for the Broward County Transit Study south of US-1. Most of the improvements were related to bus stop, shelters and bike rack, and possible new crosswalks. Lists of possible locations were identified within the corporate limits of the City.

Under the US-1 Transit Improvements Project, five (5) bus shelter locations (see Exhibit A) have been identified for implementation. In view of constrained locations, the City has selected a bus shelter that would be erected at all five locations. The FDOT will undertake construction of the shelter pad whereas Broward County Transit will be responsible for the procurement and installation of the bus shelters. All these capital improvements will be provided at no cost to the City, however, the City will be responsible for maintaining these facilities in perpetuity.

Bus shelter maintenance will be included with the MARTIN-GOLD COAST, LLC Amenity Program Agreement which was approved by Resolution 2018-105 for a City-wide maintenance of bus shelters. Funding will be appropriated from the Public Services annual maintenance operating budget.

Recommendation

Staff recommends approval of the maintenance agreement.

RESOLUTION NO. 2018-113

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 THE CONSTRUCTION AND INSTALLATION OF FIVE (5) BUS SHELTERS TO BE LOCATED ALONG FEDERAL HIGHWAY WHICH THE CITY WILL PERFORM MAINTENANCE OF THE BUS SHELTERS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That the City Commission authorizes the proper City officials to enter into a Maintenance Memorandum of Agreement with FDOT based upon the construction and installation of five (5) bus shelters along Federal Highway within the City of Dania Beach, a copy of which agreement in substantial form is attached as Exhibit "A".

Section 2. That the City Manager and City Attorney are authorized to make minor revisions to such agreement as are deemed necessary and proper for the best interest of the City.

Section 3. Public Services will include maintenance of bus shelters under the Martin-Gold Coast, LLC Amenity Program Agreement approved by Resolution 2018-105 for City-wide bus shelter maintenance. Funds for bus shelter maintenance will be appropriated from the Public Services Department's annual maintenance operating budget.

Section 4. That all resolutions or part 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 August 28, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

SECTION NO.: 86010000
FM No.(s): 429575-2-52-01
AGENCY: CITY OF DANIA BEACH
S.R. No.: SR-5 / US-1

**FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT FOUR
MAINTENANCE MEMORANDUM OF AGREEMENT (MMA)**

THIS AGREEMENT, made and entered into this date _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and **City of Dania Beach**, a municipal subdivision existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** has jurisdiction over State Road 5 / US-1; and

WHEREAS, the **DEPARTMENT** seeks to install and have maintained by the **AGENCY** certain bus shelters and associated improvements; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain State Road 5 / US-1 ; and; (within the limits of the **AGENCY**); and

WHEREAS, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall own and maintain the specific elements constructed under **Project Number 429575-2-52-01** to include, but not be limited to, concrete shelter pad, solar powered color coated bus shelter structure and associated amenities, color coated trash receptacles, color coated bus benches and wind wall; hereinafter called, **IMPROVEMENTS** along State Road 5 / US-1, beginning from just north of SW 14th Street at SR 5 Mile Post (M.P.) 4.278 to just north of NE 1st Street at SR 5 M.P. 5.577; and

WHEREAS, the **AGENCY** shall be responsible for the concrete shelter pad as described within **Exhibit A (Maintenance Areas by AGENCY)**; and

WHEREAS, the Project involves the scope of work as described within **Exhibit B (Project Location and Description)** and **Exhibit C (Construction Plans)** which will benefit the **AGENCY**; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designation and setting forth the responsibilities of each party; and

WHEREAS, the **AGENCY** by Resolution No. _____ dated _____ attached hereto and by this reference made a part hereof, desires to enter into this **AGREEMENT** and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. RECITALS

The recitals set forth above are true and correct and are deemed incorporated herein.

SECTION NO.: 86010000
FM No.(s): 429575-2-52-01
AGENCY: CITY OF DANIA BEACH
S.R. No.: SR-5 / US-1

2. INSTALLATION OF FACILITIES

- A. The **DEPARTMENT** has issued **Project Number 429575-2-52-01** to construct the **IMPROVEMENTS** as detailed in **Exhibit B (Construction Plans)** and **Exhibit D (Product Details and Specifications)** along State Road 5 / US-1, which will benefit the **AGENCY**. The **IMPROVEMENTS** shall comply with the laws and regulations relating to the Americans with Disabilities Act of 1990, as currently enacted or as may be amended from time to time ("ADA"). The attached Construction Plans (**Exhibit B**) shall be updated to meet the requirements of the Building Code. Said Plans shall be provided to the **AGENCY** and shall become part of this Agreement. If there are any major changes to the plan(s), the **DEPARTMENT** shall provide the modified plan(s) to the **AGENCY** and the **AGENCY** shall provide their approval or disapproval to the **DEPARTMENT** within ten (10) business days. The **DEPARTMENT** may elect to withdraw the **IMPROVEMENTS** if changes are not approved within the given time frame.
- B. The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection before acceptance of the job by the **DEPARTMENT**.
- C. The **AGENCY** shall own and maintain the **IMPROVEMENTS** associated within the limits of the project.

3. MAINTENANCE OF FACILITIES

- A. The **AGENCY** agrees to maintain the **IMPROVEMENTS** to be installed under **Project Number 429575-2-52-01** within the limits of construction. Maintenance by the **AGENCY** will include repair, restoration, and general maintenance of all **IMPROVEMENTS** within the limits of the project. The **IMPROVEMENTS** are described in **Exhibit A (Project Location and Description)**.
- 1) The **AGENCY** agrees to maintain, at its sole cost and expense, the **IMPROVEMENTS** set forth in **Exhibit A** in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act ("ADA") of 1990, as currently enacted or as may be amended from time to time.
 - 2) The **IMPROVEMENTS** shall be kept clean and free from trash and debris. The **IMPROVEMENTS** shall be kept free of graffiti. The **IMPROVEMENTS** shall be free of pests such as stinging insects, rodents and vermin, including removal of nests as needed.
 - 3) As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace, defective or worn out parts of the **IMPROVEMENTS**. The **AGENCY's** responsibility to keep the **IMPROVEMENTS** in good repair shall include all necessary maintenance, repair and replacement of any type or nature, including, but not limited to, maintenance, repair and replacement due to normal wear and tear, named storm event, acts of God, vandalism and accidents. The **AGENCY** shall take all necessary steps to maintain the **IMPROVEMENTS** in a manner to protect against injury to any person or property.

SECTION NO.: 86010000
FM No.(s): 429575-2-52-01
AGENCY: CITY OF DANIA BEACH
S.R. No.: SR-5 / US-1

- 4) The above named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking relating to the maintenance obligation / function or **AGREEMENT** termination.
 - 5) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of maintenance and operation of the **IMPROVEMENTS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**, as per the requirements in **Exhibit E (Maintenance Plan Requirements)**.
- B. The **AGENCY** shall indemnify the **DEPARTMENT** for any and all costs or expenses incurred by the **DEPARTMENT** for the **AGENCY's** failure to comply with all ADA Laws existing and as may be amended. Costs and expenses shall include the costs to make the facility ADA compliant, Attorney's fees and costs and any judgments. Adjacent sidewalk areas shall be accessible at all times. If sidewalk closures are needed, alternate routes shall be clearly identified and missing sidewalk shall be restored either with permanent or temporary materials at the end of each work day.
- C. All **IMPROVEMENTS** shall at all times have a notification sign posted with the name and phone number of the department within the **AGENCY** responsible for maintenance of the **IMPROVEMENTS** so that members of the public may contact **AGENCY** regarding problems with the **IMPROVEMENTS**. The **AGENCY** shall promptly respond and correct all complaints regarding maintenance. The **IMPROVEMENTS** to be constructed with this project shall not contain advertising. Nor shall advertising be placed upon them by any party in the future.
- D. It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this **AGREEMENT** and any amendments hereafter) and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), (b) FDOT Design Manual (FDM), (c) Florida Green Book, (d) Standard Specifications for Roadway and Bridge Construction, (e) FDOT Design Standards and (f) Manual on Uniform Traffic Control Devices (MUTCD).
- E. If it becomes necessary to provide utilities (water/electricity) to these improvements, all costs associated with the utilities, accent lighting and/or irrigation systems including, but not limited to the impact and connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining **AGENCY's** responsibility.
- 1) The **AGENCY** shall be directly responsible for impact and connection fees.

AND

- 2) The **AGENCY** shall become responsible for the above named improvements and

SECTION NO.: 86010000
FM No.(s): 429575-2-52-01
AGENCY: CITY OF DANIA BEACH
S.R. No.: SR-5 / US-1

ongoing utility costs upon final acceptance of the construction project by the **DEPARTMENT** and thereafter.

- F. Any work impacting traffic flow along State Road 5 / US-1 must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT's** Open Roads Policy.

4. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the CITY OF DANIA BEACH MANAGER, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:

- 1) The **DEPARTMENT** may repair any item or a number of items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 2) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item or similar at the discretion of the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 3) If there is no standard equivalent item or if in the **DEPARTMENT's** discretion the item is not necessary for the operations of the roadway, the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the **AGENCY**.
- 4) At the discretion of the **DEPARTMENT**, terminate the **AGREEMENT** in accordance with Paragraph 7 of this **AGREEMENT** and remove, by the **DEPARTMENT** or its Contractor's personnel, all of the improvements installed under this **AGREEMENT** and charge the **AGENCY** the reasonable cost of such removal.
- 5) The **AGENCY** shall provide the local FDOT Operation Center located at Broward Operations, 5548 NW 9th Avenue, Ft. Lauderdale, FL 33309 (954) 776-4300, a twenty-four (24) hour telephone number and the name of a responsible person that the **DEPARTMENT** may contact. The **AGENCY** shall notify the local maintenance

SECTION NO.: 86010000
FM No.(s): 429575-2-52-01
AGENCY: CITY OF DANIA BEACH
S.R. No.: SR-5 / US-1

office forty-eight (48) hours prior to the start of maintenance activities and coordinate scheduled work activities to ensure no conflict with **DEPARTMENT** projects.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the improvements covered by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

6. FUTURE AGENCY IMPROVEMENTS

The **AGENCY** may construct additional improvements within the limits of the rights of ways identified as a result of this document, subject to the following conditions:

- 1) Plans for any new improvements or modifications shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.
- 2) The **AGENCY** shall procure a permit and/ or Construction Agreement from the **DEPARTMENT**, as appropriate.
- 3) All improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- 4) The **AGENCY** agrees to comply with the requirements of this **AGREEMENT** with regard to any additional improvements installed at no cost to the **DEPARTMENT**.

7. AGREEMENT TERMINATION

This **AGREEMENT** may be terminated under any one (1) of the following conditions:

- 1) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this **AGREEMENT**, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditures for the installation of said improvements and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.
- 2) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this **AGREEMENT**.
- 3) By the **DEPARTMENT** with a six (6) month written notice.

SECTION NO.: 86010000
FM No.(s): 429575-2-52-01
AGENCY: CITY OF DANIA BEACH
S.R. No.: SR-5 / US-1

8. AGREEMENT TERM

The term of this **AGREEMENT** commences upon execution by all parties. The term of this **AGREEMENT** shall remain in effect for as long as the **IMPROVEMENTS** shall exist.

9. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the **AGENCY's** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the improvements shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence. Nothing contained herein is intended nor shall be construed to waive Agency's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time.
- B. In the event that **AGENCY** contracts with a third party other than a local agency to provide the services set forth herein, any contract with such third party shall include the following provisions:
- 1) **AGENCY** contractor shall at all times during the term of this **AGREEMENT** keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.
 - 2) **AGENCY's** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this **AGREEMENT**.
 - 3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY's** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) day notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

10. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

SECTION NO.: 86010000
FM No.(s): 429575-2-52-01
AGENCY: CITY OF DANIA BEACH
S.R. No.: SR-5 / US-1

- 1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** for the work performed under this **AGREEMENT**; and
- 2) Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

11. ENTIRE AGREEMENT

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof, to wit the **IMPROVEMENTS**, that are not merged herein and superseded hereby.

12. EXPENDITURE OF MONEY

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

13. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

14. ASSIGNMENT

This **AGREEMENT** may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.

15. LAWS GOVERNING

This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida

SECTION NO.: 86010000
FM No.(s): 429575-2-52-01
AGENCY: CITY OF DANIA BEACH
S.R. No.: SR-5 / US-1

law, the laws of Florida shall prevail. The **AGENCY** agrees to waive forum and venue and the **DEPARTMENT** shall determine the forum and venue in which any dispute under this **AGREEMENT** is decided.

16. NOTICES

Any and all notices given or required under this **AGREEMENT** shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT**:

State of Florida Department of Transportation
Attention: District Maintenance Engineer
3400 West Commercial Blvd
Ft. Lauderdale, FL 33309-3421

If to the **AGENCY**:

City of Dania Beach
Attention: City Manager
100 West Dania Beach Blvd
Dania Beach, FL 33004

17. LIST OF EXHIBITS

Exhibit A: Maintenance Areas by AGENCY
Exhibit B: Project Location and Description
Exhibit C: Construction Plans
Exhibit D: Product Information and Specifications
Exhibit E: Maintenance Plan Requirements

SECTION NO.: 86010000
FM No.(s): 429575-2-52-01
AGENCY: CITY OF DANIA BEACH
S.R. No.: SR-5 / US-1

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

AGENCY:

City of Dania Beach

By: _____
City Manager

Date: _____

Attest: _____ (SEAL)
Clerk

Legal Approval

Attorney

Date

SECTION NO.: 86010000
FM No.(s): 429575-2-52-01
AGENCY: CITY OF DANIA BEACH
S.R. No.: SR-5 / US-1

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

DEPARTMENT:

ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Executive Secretary
(SEAL)

Sign: _____
Director of Operations

Print Name: _____

Date: _____

Approval as to Form:

Sign: _____
District General Counsel

Print Name: _____

Date: _____

SECTION NO.: 86010000
FM No.(s): 429575-2-52-01
AGENCY: CITY OF DANIA BEACH
S.R. No.: SR-5 / US-1

EXHIBIT A

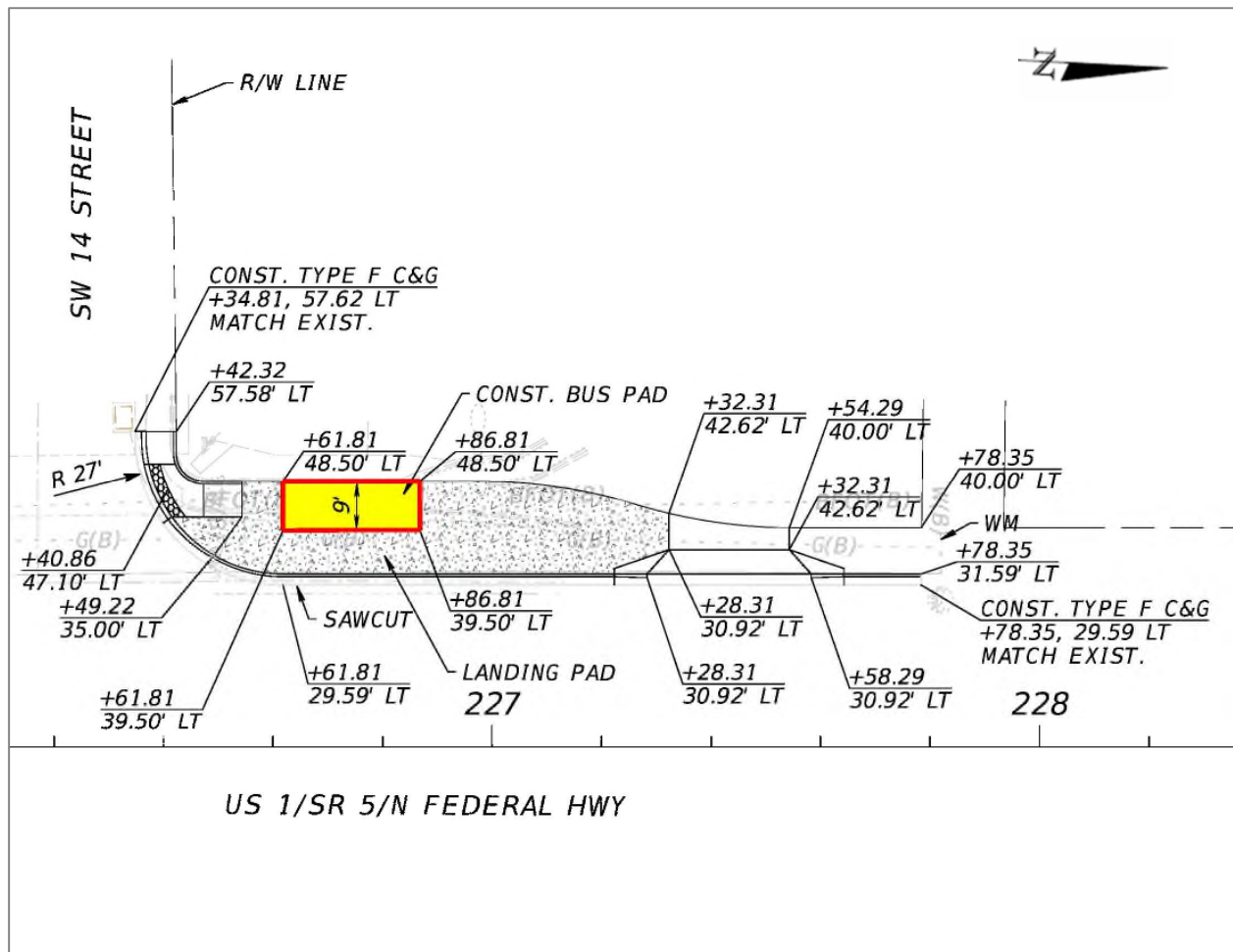
MAINTENANCE AREAS BY AGENCY

Note: Maintenance Areas by **AGENCY** are referenced from the Roadway Construction Plans under **Project Number 429575-2-52-01** approved by the **DEPARTMENT**.



LEGEND: Illustrates Maintenance Areas by **AGENCY**

Location 8 (Broward County Bus Stop I.D. #25) at SR-5 Mile Post 4.278



[The remainder of this page intentionally left blank.]

SECTION NO.: 86010000
FM No.(s): 429575-2-52-01
AGENCY: CITY OF DANIA BEACH
S.R. No.: SR-5 / US-1

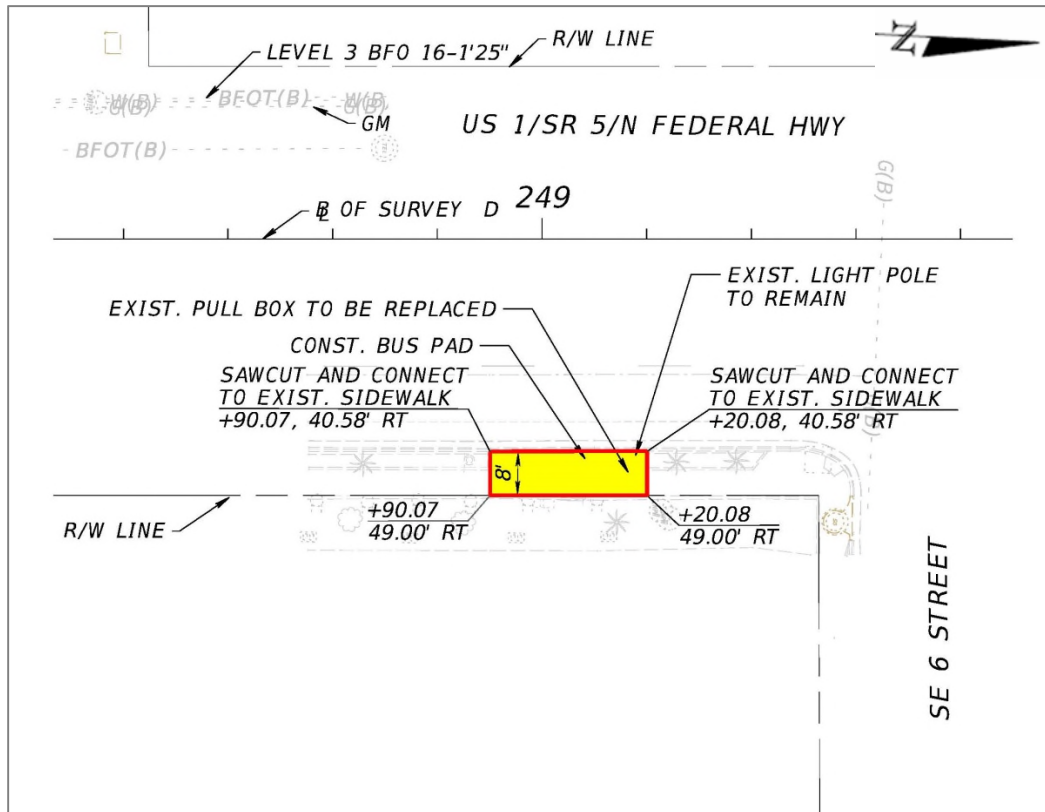
EXHIBIT A (Continued)

MAINTENANCE AREAS BY AGENCY



LEGEND: Illustrates Maintenance Areas by **AGENCY**

Location 10 (Broward County Bus Stop #105) at SR-5 Mile Post 4.701



[The remainder of this page intentionally left blank.]

SECTION NO.: 86010000
FM No.(s): 429575-2-52-01
AGENCY: CITY OF DANIA BEACH
S.R. No.: SR-5 / US-1

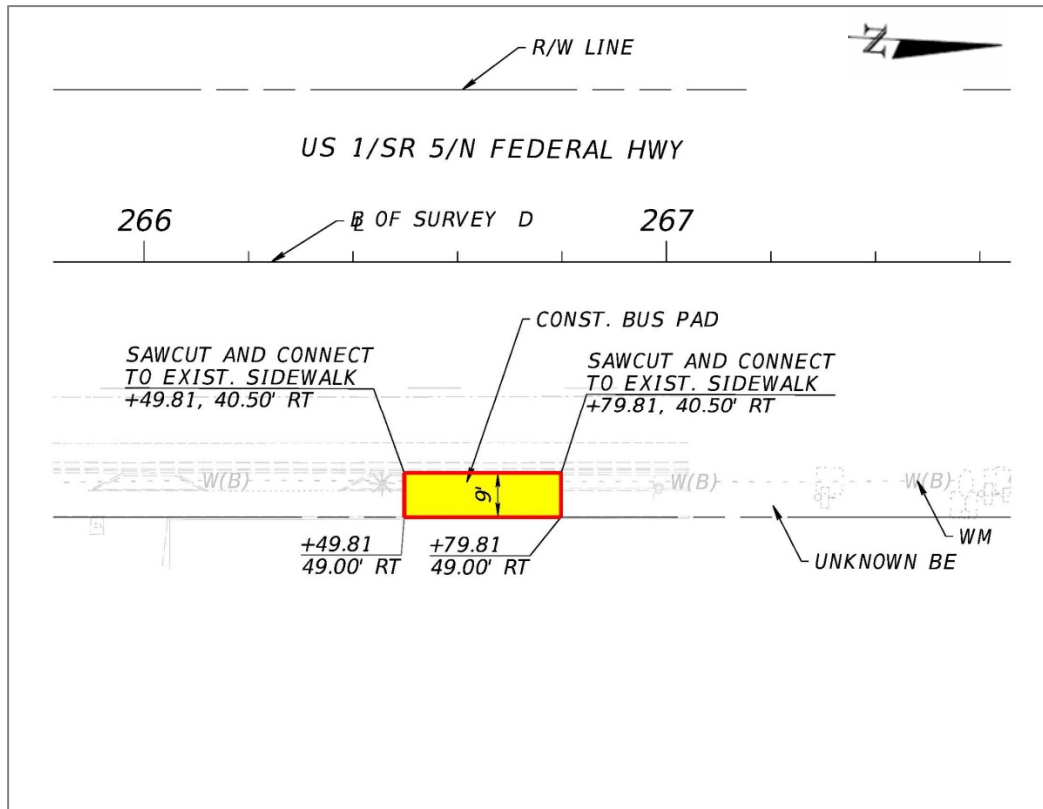
EXHIBIT A (Continued)

MAINTENANCE AREAS BY AGENCY



LEGEND: Illustrates Maintenance Areas by **AGENCY**

Location 11 (Broward County Bus Stop I.D. #107) at SR-5 Mile Post 5.035



[The remainder of this page intentionally left blank.]

SECTION NO.: 86010000
FM No.(s): 429575-2-52-01
AGENCY: CITY OF DANIA BEACH
S.R. No.: SR-5 / US-1

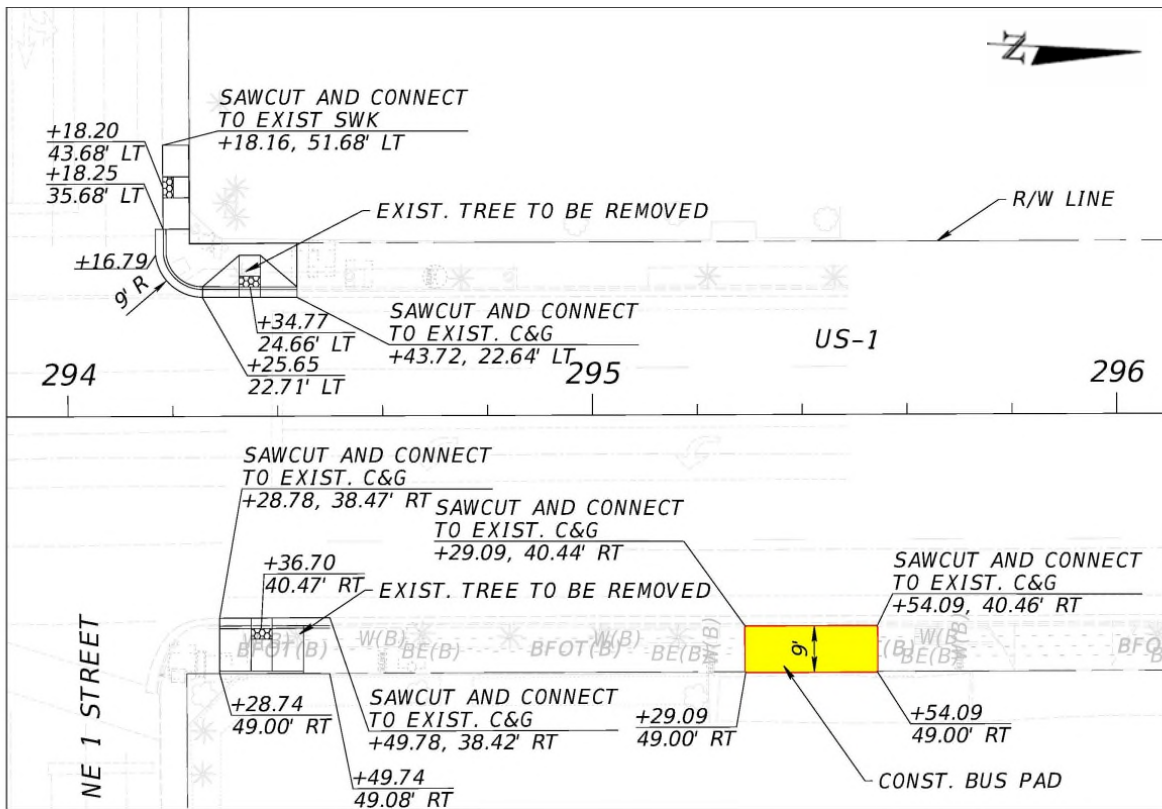
EXHIBIT A (Continued)

MAINTENANCE AREAS BY AGENCY



LEGEND: Illustrates Maintenance Areas by **AGENCY**

Location 13 (Broward County Bus Stop I.D. #110) at SR-5 Mile Post 5.577



[The remainder of this page intentionally left blank.]

SECTION NO.: 86010000
FM No.(s): 429575-2-52-01
AGENCY: CITY OF DANIA BEACH
S.R. No.: SR-5 / US-1

EXHIBIT B

PROJECT LOCATION AND DESCRIPTION

I. Location:

The **IMPROVEMENTS** associated with this **AGREEMENT** are within the limits of the City of Ft. Dania Beach, Florida, along State Road 5 / US-1, beginning from just north of SW 14th Street at SR 5 Mile Post (M.P.) 4.278 north to just north of NE 1st Street at SR 5 M.P. 5.577

II. Description of Work:

- **Project Number 429575-2-52-01** to include the **IMPROVEMENTS** associated within the limits of this project.

It will be the responsibility of the **AGENCY** to maintain the **IMPROVEMENTS** described in this **AGREEMENT**.

[The remainder of this page intentionally left blank.]

SECTION NO.: 86010000
FM No.(s): 429575-2-52-01
AGENCY: CITY OF DANIA BEACH
S.R. No.: SR-5 / US-1

EXHIBIT C

CONSTRUCTION PLANS

Construction Plans prepared by Caltran Engineering Group dated April 10, 2018, as approved by the **DEPARTMENT**.

Construction Plans (attached)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
21	4644A-1	4.75' BUS SHELTER
22	1	KEY SHEET
23	9	GENERAL NOTES
24	18	ROADWAY PLAN
25	19	ROADWAY PLAN
26	20	ROADWAY PLAN
27	22	ROADWAY PLAN
28	SQ-1	SUMMARY OF QUANTITIES
29	SQ-2	SUMMARY OF QUANTITIES
30	SQ-4	SUMMARY OF QUANTITIES
31	SQ-5	SUMMARY OF QUANTITIES
32	SQ-6	SUMMARY OF QUANTITIES
33	SQ-7	SUMMARY OF QUANTITIES
34	SQ-8	SUMMARY OF QUANTITIES
35	SQ-9	SUMMARY OF QUANTITIES

[The remainder of this page intentionally left blank.]

SECTION NO.: 86010000
 FM No.(s): 429575-2-52-01
 AGENCY: CITY OF DANIA BEACH
 S.R. No.: SR-5 / US-1

EXHIBIT D

PRODUCT INFORMATION AND SPECIFICATIONS

DANIA BEACH BUS SHELTERS - PRODUCT INFORMATION AND SPECIFICATIONS									
BROWARD COUNTY BUS STOP I.D. #	SR #	SIDE	MILE POST	DESCRIPTION	MODEL	COLOR	MANUFACTURER	PRODUCT DRAWING OR SPECIFICATIONS NUMBER	TRASH RECEPTACLE
25	SR 5	WEST	4.278	4.75' Slimline Style Dutch Hip Transit Shelter	Slimline Style – Dutch Hip Roof	Red and Dark Bronze	BRASCO Int	Series #SL512-OF	YES
22	SR 5	WEST	4.676	4.75' Slimline Style Dutch Hip Transit Shelter	Slimline Style – Dutch Hip Roof	Red and Dark Bronze	BRASCO Int	Series #SL512-OF	YES

SECTION NO.: 86010000
 FM No.(s): 429575-2-52-01
 AGENCY: CITY OF DANIA BEACH
 S.R. No.: SR-5 / US-1

EXHIBIT D

PRODUCT INFORMATION AND SPECIFICATIONS

EXHIBIT D (CONTINUED) – DANIA BEACH BUS SHELTERS - PRODUCT INFORMATION AND SPECIFICATIONS									
BRO WAR D COUN TY BUS STOP I.D. #	SR #	SIDE	MILE POST	DESCRIPT ION	MODEL	COLOR	MANUFA CTURER	PRODUCT DRAWING OR SPECIFICATIO NS NUMBER	TRASH RECEP TACLE
105	SR 5	EAST	4.701	4.75' Slimline Style Dutch Hip Transit Shelter	Slimline Style – Dutch Hip Roof	Red and Dark Bronze	BRASCO Int	Series #SL512- OF	YES
107	SR 5	EAST	5.035	4.75' Slimline Style Dutch Hip Transit Shelter	Slimline Style – Dutch Hip Roof	Red and Dark Bronze	BRASCO Int	Series #SL512- OF	YES
110	SR 5	EAST	5.577	4.75' Slimline Style Dutch Hip Transit Shelter	Slimline Style – Dutch Hip Roof	Red and Dark Bronze	BRASCO Int	Series #SL512- OF	YES

SECTION NO.: 86010000
FM No.(s): 429575-2-52-01
AGENCY: CITY OF DANIA BEACH
S.R. No.: SR-5 / US-1

EXHIBIT E

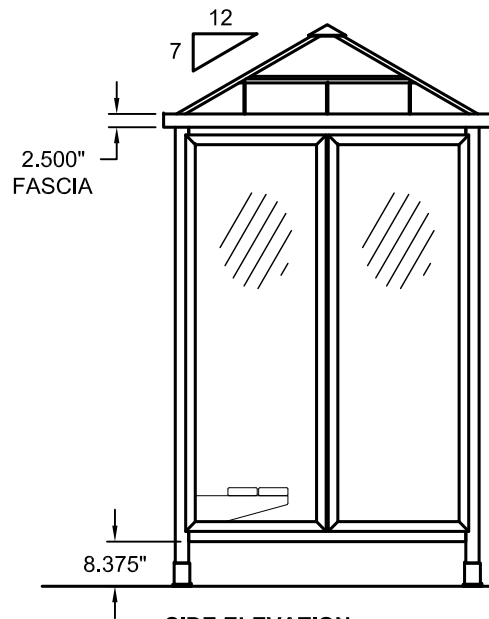
MAINTENANCE PLAN REQUIREMENTS

The **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan within the **AGENCY** limits which is described in **Exhibit A**, detailing the means and methods for accomplishing the maintenance related activities in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan shall be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The **AGENCY** shall comply with the **DEPARTMENT's** applicable Maintenance Rating Program (MRP) Standards. The plan should at minimum detail how the **AGENCY** will address the following:

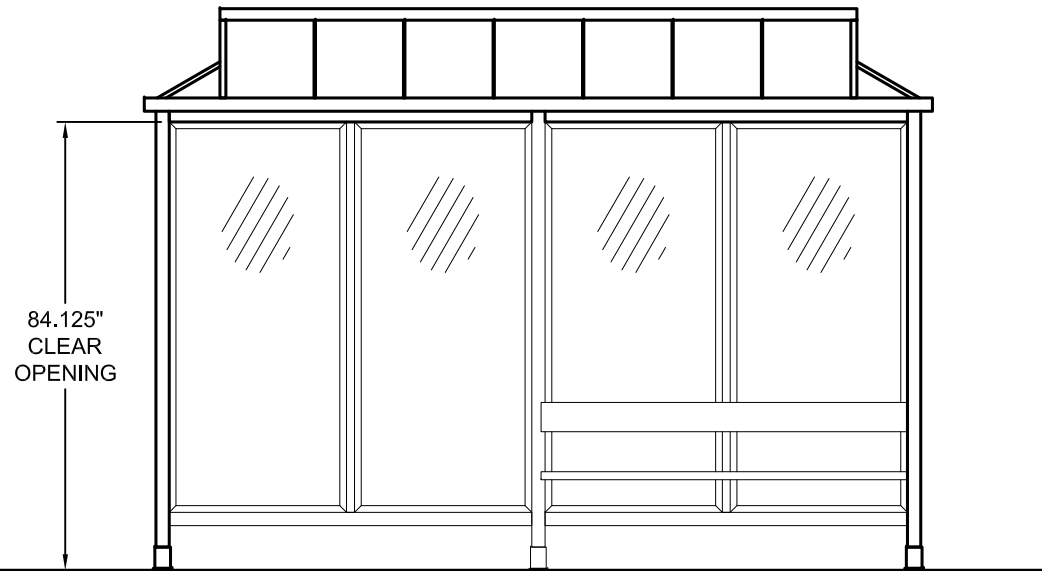
1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.
2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, or other maintenance related activities.
3. Containment of debris or materials used in or resulting from the repair.

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

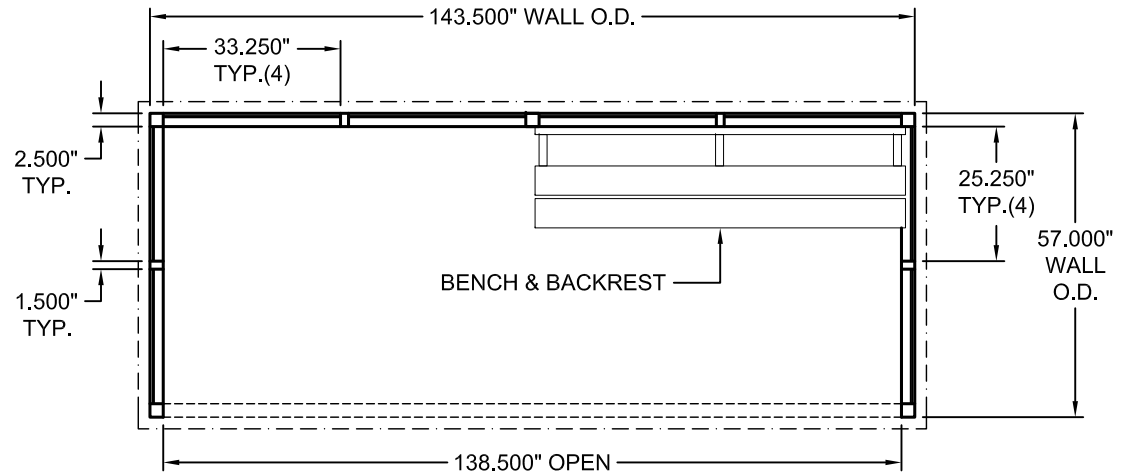
1. The proposed date of the repair
2. The location of the repair
3. The nature of the repair
4. The materials to be used for the repair
5. The methods to be used for the repair



SIDE ELEVATION



FRONT ELEVATION



PLAN VIEW

QUANTITY (1) SHELTER THUS

SPECIFICATIONS:

- DARK BRONZE ANODIZED ALUMINUM STRUCTURE
- 1/4" CLEAR TEMPERED SAFETY GLASS
- PARTIAL LENGTH BLACK HDPE BENCH WITH BACKREST
- COLONIAL RED DUTCH HIP ROOF WITH FASCIA/GUTTER SYSTEM

BRASCO INTERNATIONAL, INC.

32400 INDUSTRIAL DRIVE
MADISON HEIGHTS, MICHIGAN 48071
1-800-893-3665 WWW.BRASCO.COM

THIS DRAWING IS CONFIDENTIAL AND IS FOR THE SOLE USE OF OUR CUSTOMERS AND MAY NOT BE REPRODUCED OR COPIED WITHOUT WRITTEN PERMISSION FROM BRASCO INTERNATIONAL.
LEAD TIME BEGINS UPON RECEIPT OF SIGNED APPROVAL.

SIGNED: _____ DATE: _____

CUSTOMER:	BRASCO	ENGINEER: HAUS	
		DATE:	7-25-16
PROJECT:	SLIMLINE STYLE DUTCH HIP TRANSIT SHELTER	CHECKER:	SJT
		DATE:	8-3-16
MODEL:	SLIMLINE SERIES #SL512-OF	JOB #	4644A
		SHEET #:	4644A-1

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNALIZATION PLANS
LANDSCAPE PLANS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 429575-2-52-01
BROWARD COUNTY (86010)
STATE ROAD NO. 5 (US-1)

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3 - 4	SUMMARY OF PAY ITEMS
5	TYPICAL SECTION
6	TYPICAL SECTION DETAILS
7 - 8	PROJECT LAYOUT
9	GENERAL NOTES
10 - 26	ROADWAY PLAN
27 - 33	TEMPORARY TRAFFIC CONTROL PLANS
SQ-1 - SQ-11	SUMMARY OF QUANTITIES
CTL-1* - CTL-5*	PROJECT CONTROL

* This sheet is included on the Index of Roadway Plans only to indicate that is part of the Roadway Plans. This sheet is contained in a separate digitally signed and sealed document.

CONSTRUCTABILITY
SUBMITTAL

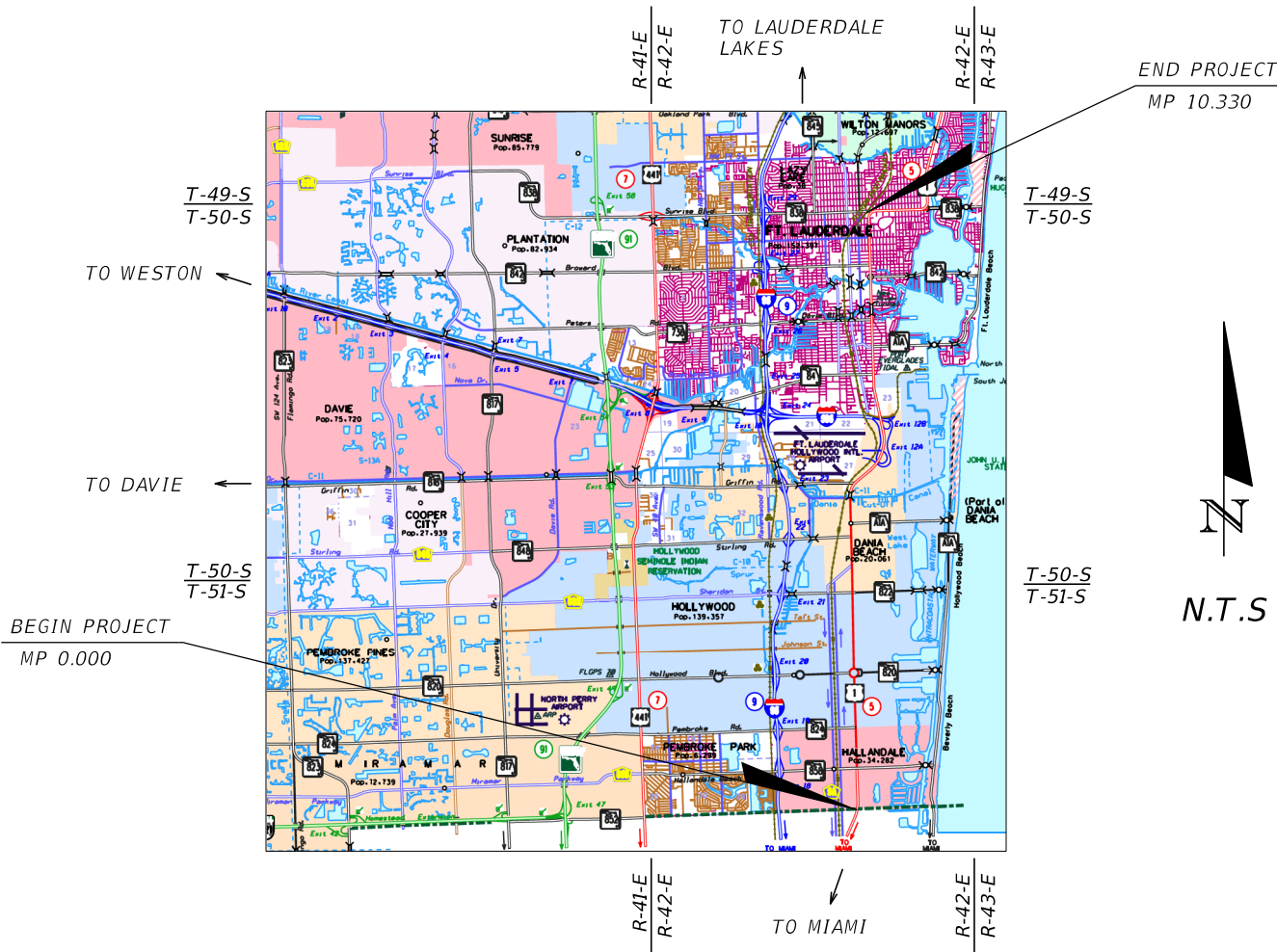
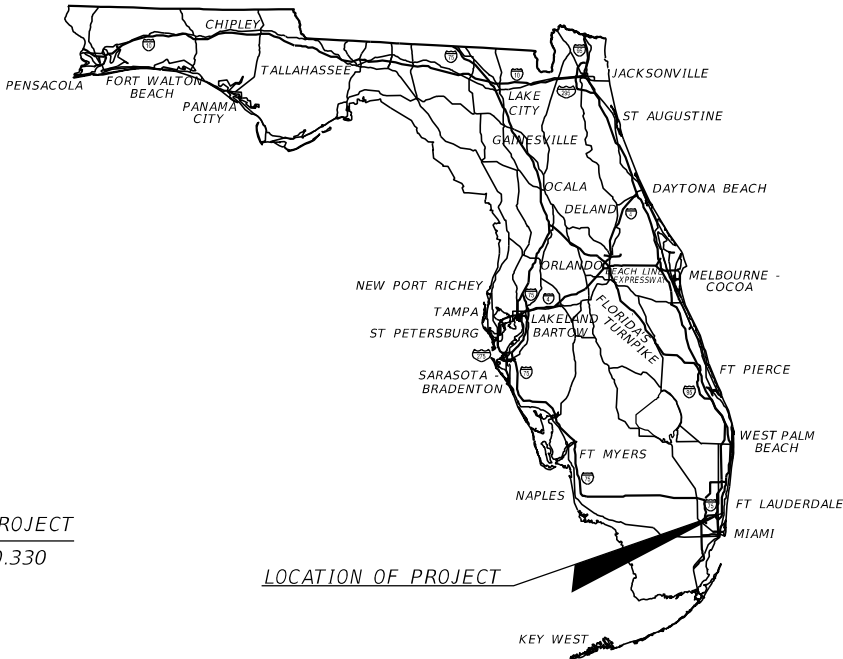
GOVERNING DESIGN STANDARDS:

Florida Department of Transportation, FY 2018-19 Standards Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standad Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2018 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>



ROADWAY PLANS
ENGINEER OF RECORD:
JEANNELIA LIU, P.E. NO.: 57565
CALTRAN ENGINEERING GROUP
790 NW 107TH AVE, SUITE 200
MIAMI, FLORIDA 33172
(786) 456-7700
CONTRACT NO.: C-9U24
VENDOR NO.: 27-4564005
CERTIFICATE OF AUTHORIZATION NO: 29379

FDOT PROJECT MANAGER:
HELEN JAMES, P.E.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	19	1

GENERAL NOTES

1. GENERAL:
BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
2. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY.
3. CONTRACTOR SHALL OBTAIN GUIDANCE AT PRECONSTRUCTION MEETING WITH RESPECT TO COORDINATION WITH MAINTAINING AGENCIES: BROWARD COUNTY TRANSIT DIVISION (BCT), CITY OF FORT LAUDERDALE, CITY OF HALLANDALE BEACH, CITY OF DANIA BEACH, AND CITY OF HOLLYWOOD FOR TEMPORARY RELOCATION OF BUS STOPS DURING CONSTRUCTION AND SHALL PROVIDE ACCESS TO AND FROM ALL BUS STOP LOCATIONS. ADDITIONALLY, COORDINATION WITH MAINTAINING AGENCIES FOR DELIVERY OF SALVAGEABLE MATERIAL IS REQUIRED.

BROWARD COUNTY TRANSIT DIVISION	ARETHIA DOUGLAS	(954) 357-8375
CITY OF DANIA BEACH	BRAD KAINE	(954) 924-6808
CITY OF FORT LAUDERDALE	KAREN WARFEL	(954) 828-3798
CITY OF HALLANDALE BEACH	ERIC HOUSTON	(954) 457-2224
CITY OF HOLLYWOOD	CLARISSA IP	(954) 921-3915

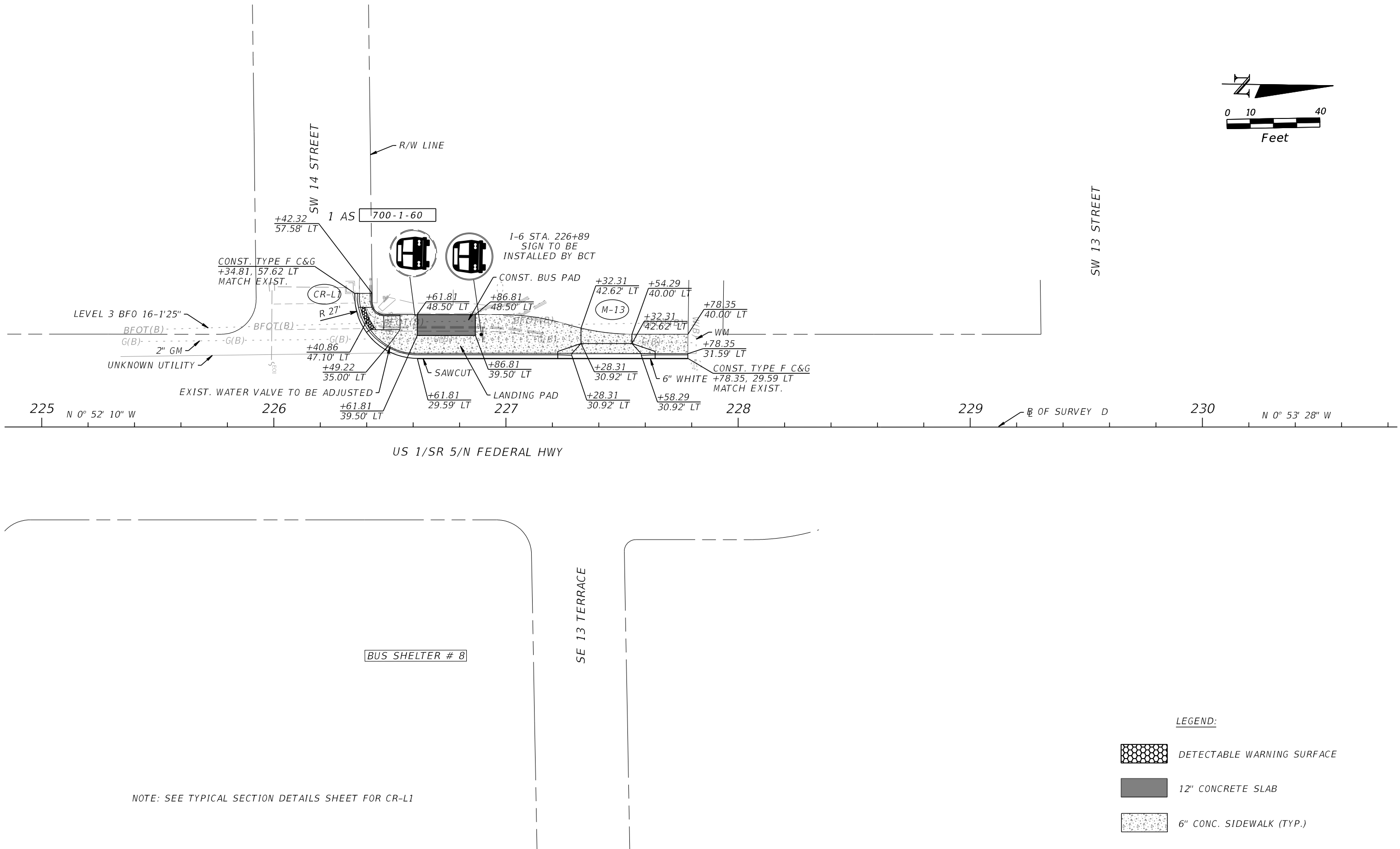
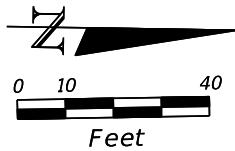
4. UTILITY OWNERS:

COMPANY	CONTACT	TELEPHONE
STROME NETWORKS	KRISTIN ZAKY	(561) 757 - 1442
ADVANCED CABLE COMMUNICATIONS	DIEGO PEREZ	(954) 752 - 7244 x230
AMERICAN TRAFFIC SOLUTIONS	SANTIAGO MARTINEZ	(480) 596 - 4595
AT&T	NANCY SPENCE	(770) 918 - 5424
AT&T/ DISTRIBUTION	OTIS KEEVE	(954) 723 - 2540
BROWARD COUNTY PORT EVERGLADES DEPT	JOHN FOGLESONG	(954) 468 - 0142
BROWARD COUNTY TRAFFIC ENGINEERING	ROBERT BLOUNT	(954) 847 - 2745
BROWARD COUNTY WATER AND WASTEWATER SERVICES	EVA FLORIAN	(954) 831 - 0916
BUCKEYE PIPELINE CO.	DANIEL MANGUM	(832) 541 - 3946
CENTURYLINK (FORMERLY QWEST COMMUNICATIONS)	GEORGE MCELVAIN	(303) 992 - 9931
CITY OF DANIA BEACH DRAINAGE	DOMINIC ORLANDO	(954) 924 - 3740
CITY OF DANIA BEACH SEWER	DOMINIC ORLANDO	(954) 924 - 3740
CITY OF DANIA BEACH WATER	DOMINIC ORLANDO	(954) 924 - 3740
CITY OF FT LAUDERDALE	JON STAHL	(954) 828 - 7830
CITY OF HALLANDALE BEACH	MARIANA PITIRICIU	(954) 457 - 3042
CITY OF HOLLYWOOD PUBLIC UTILITIES DEPT	GREG JEFFRIES	(561) 314 - 4445
CITY OF HOLLYWOOD, PUBLIC WORKS DEPT	GREG JEFFRIES	(561) 791 - 9280
CITY OF SUNRISE GAS	ROBERT DUBIN	(954) 572 - 2299
CITY OF SUNRISE WATER & WASTEWATER DEPT	PAT KOHLER	(954) 572 - 2299
COMCAST CABLE	LEONARD MAXWELL-NEWBOLD	(954) 447 - 8405
CROWN CASTLE	FIBERDIG TEAM	FIBERDIG TEAM(TBD)
CROWN CASTLE NG	FIBERDIG TEAM	(408) 954 - 1580 x448
DADE COUNTY PUBLIC WORKS AND TRAFFIC	OCTAVIO VIDAL	(305) 412 - 0891 x201
FDOT/ELAND ENGINEERING	CHRIS BEAUDRY	(954) 847 - 1996
FIBERLIGHT LLC.	TROY GAETA	(678) 824 - 6630
FLORIDA DEPARTMENT OF TRANSPORTATION	CAROLYN LEACH	(954) 847 - 2690
FLORIDA GAS TRANSMISSION	JOSEPH E. SANCHEZ	(407) 838 - 7171
FLORIDA POWER & LIGHT--BROWARD	MARIO ESCALONA	(305) 219 - 9143
FLORIDA POWER & LIGHT--DADE	MARIO ESCALONA	(305) 219 - 9143
FPL FIBERNET LLC	DANNY HASKETT	(305) 552 - 2931
HOTWIRE COMMUNICATIONS	WALTER SANCHO DAVILA	(954) 417 - 3606
LEVEL 3 COMMUNICATIONS	NETWORK RELATIONS	(877) 366 - 8344 x2
MCI	DEAN BOYERS	(972) 729 - 6322
MIAMI-DADE WATER & SEWER	SERGIO GARCIA	(786) 268 - 5320
SPRINT NEXTEL	MARK CALDWELL	(321) 287 - 9942
TECO PEOPLES GAS SOUTH FLORIDA	YVONNE GOLDMAN	(954) 453 - 0824
TOWN OF DAVIE -UTILITIES DEPT	LARRY DOUGHTY	(954) 327 - 3744

5. CONSTRUCT ALL BUS LANDING PADS AND BUS SHELTER PADS WITH A 1.5% CROSS SLOPE.
6. BUS SHELTERS AND AMENITIES ARE ALL PROPRIETARY PRODUCTS. CONTRACTOR MUST ORDER CITY SPECIFIED PRODUCTS. SEE SUMMARY OF QUANTITIES FOR SPECIFIC ORDERING INFORMATION.

REVISIONS				JEANNELIA LIU, P.E. P.E. LICENSE NUMBER 57565 CALTRAN ENGINEERING GROUP, INC. 790 NW 107 AVENUE, SUITE 200 MIAMI, FLORIDA, 33172 CERTIFICATE OF AUTHORIZATION 29379	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 5	BROWARD	429575-2-52-01		9

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



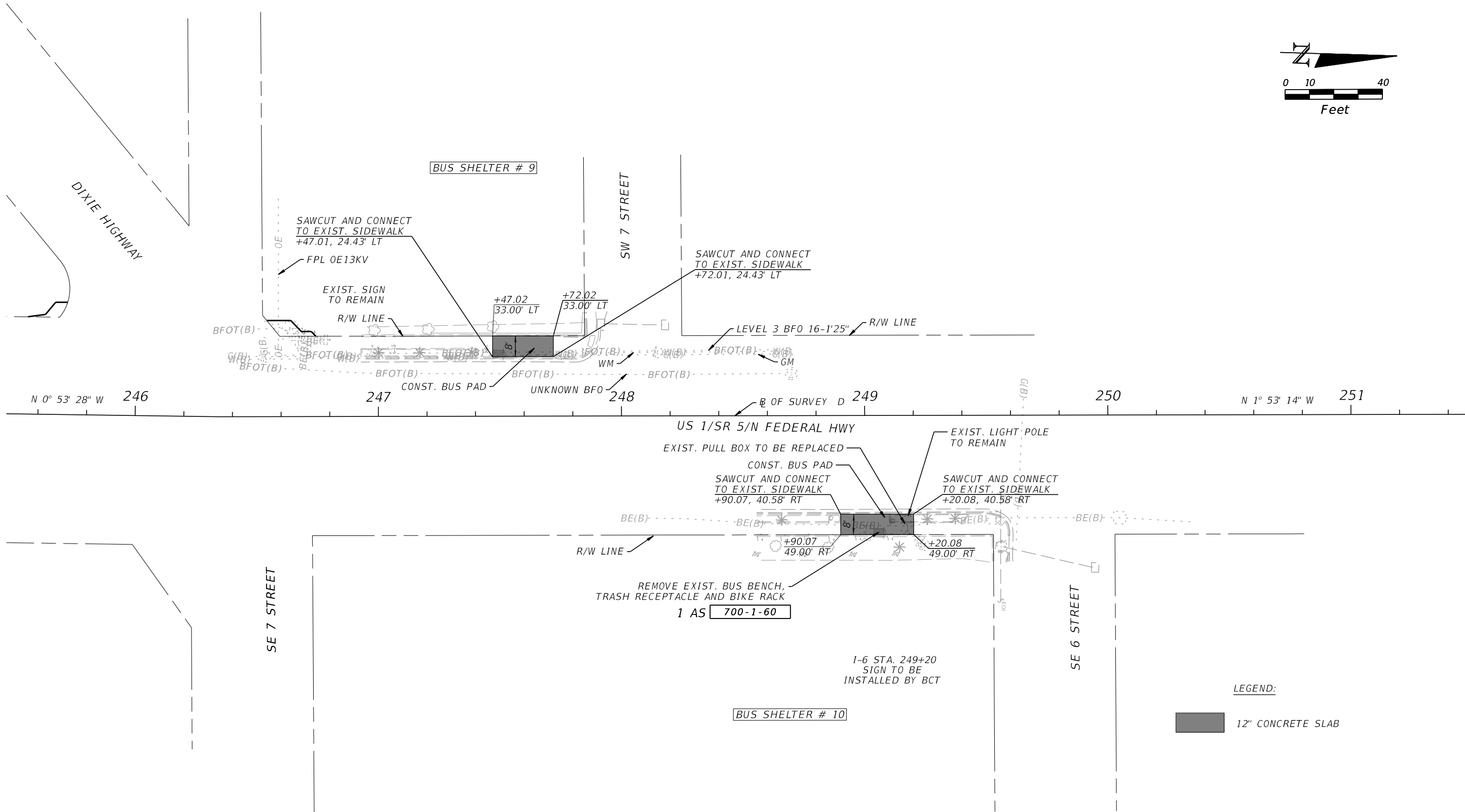
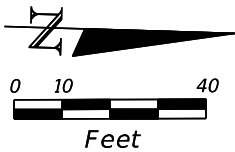
NOTE: SEE TYPICAL SECTION DETAILS SHEET FOR CR-L1

LEGEND:

- DETECTABLE WARNING SURFACE
- 12" CONCRETE SLAB
- 6" CONC. SIDEWALK (TYP.)

REVISIONS				JEANNELIA LIU, P.E. P.E. LICENSE NUMBER 57565 CALTRAN ENGINEERING GROUP, INC. 790 NW 107 AVENUE, SUITE 200 MIAMI, FLORIDA, 33172 CERTIFICATE OF AUTHORIZATION 29379	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 5	BROWARD	429575-2-52-01		18

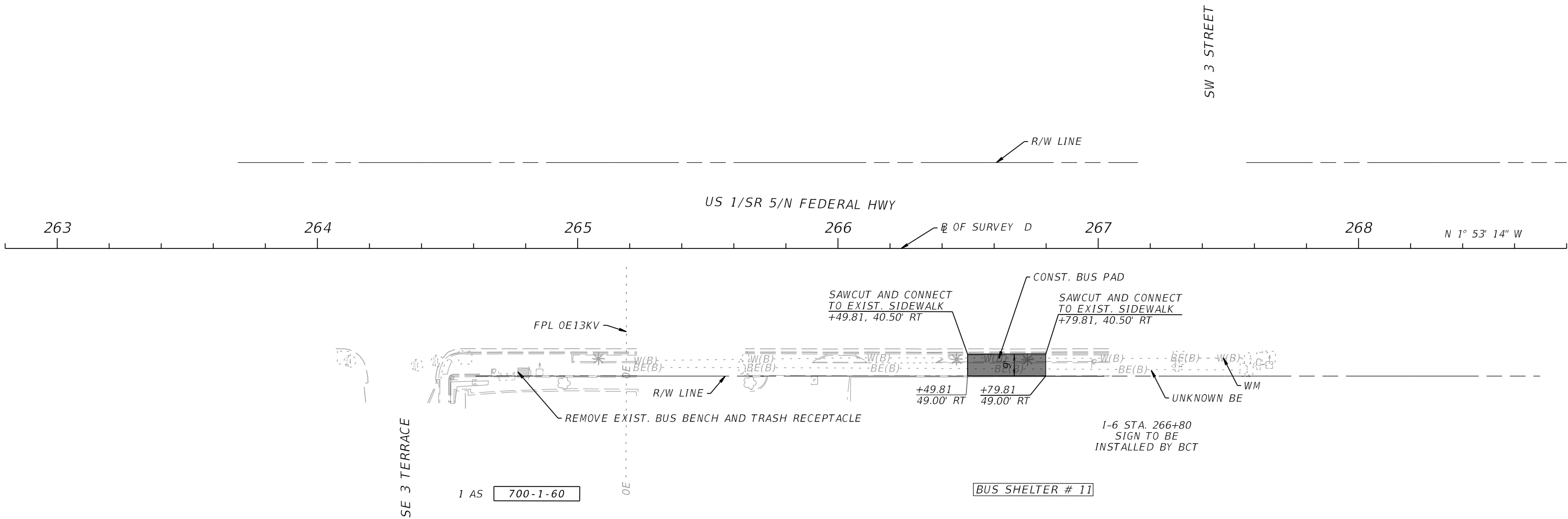
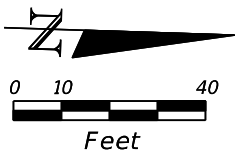
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



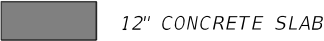
LEGEND:

12" CONCRETE SLAB

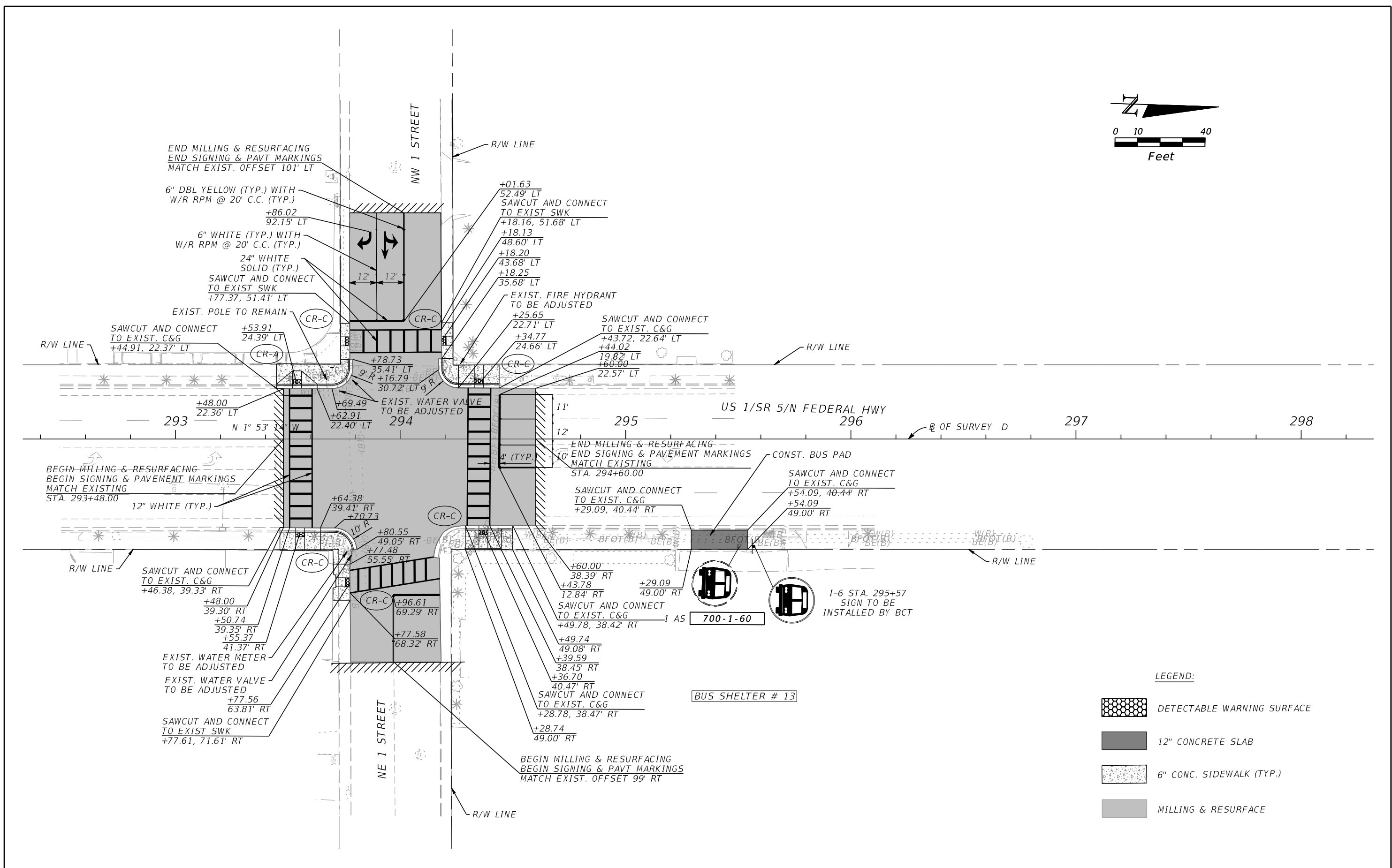
REVISIONS				JEANNELIA LIU, P.E. P.E. LICENSE NUMBER 57565 CALTRAN ENGINEERING GROUP, INC. 790 NW 107 AVENUE, SUITE 200 MIAMI, FLORIDA, 33172 CERTIFICATE OF AUTHORIZATION 29379	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 5	BROWARD	429575-2-52-01		19



LEGEND:



REVISIONS				JEANNELIA LIU, P.E. P.E. LICENSE NUMBER 57565 CALTRAN ENGINEERING GROUP, INC. 790 NW 107 AVENUE, SUITE 200 MIAMI, FLORIDA, 33172 CERTIFICATE OF AUTHORIZATION 29379	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		20
					SR 5	BROWARD	429575-2-52-01		



REVISIONS				JEANNELIA LIU, P.E. P.E. LICENSE NUMBER 57565 CALTRAN ENGINEERING GROUP, INC. 790 NW 107 AVENUE, SUITE 200 MIAMI, FLORIDA, 33172 CERTIFICATE OF AUTHORIZATION 29379	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		22
					SR 5	BROWARD	429575-2-52-01		

INDEX OF SUMMARY OF QUANTITIES

PAY ITEM NOTES

SHEET NO.	SHEET DESCRIPTION
SQ-1	SUMMARY OF LUMP SUM ITEMS
SQ-2	SUMMARY OF GENERAL ITEMS
SQ-3	SUMMARY OF TRAFFIC CONTROL PLAN ITEMS AND PEDESTRIAN LONGITUDINAL CHANNELING DEVICE
SQ-4	BUS SHELTER AND AMENITIES - ORDERING INFORMATION
SQ-5	SUMMARY OF LITTER REMOVAL AND MOWING
SQ-6	SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS
SQ-7	SUMMARY OF EARTHWORK AND PAVEMENT
SQ-8	SUMMARY OF UTILITY ADJUSTMENTS AND CURB & GUTTER AND/OR TRAFFIC SEPARATORS
SQ-9	SUMMARY OF SIDEWALK & DETECTABLE WARNINGS
SQ-10	SUMMARY OF PERFORMANCE TURF AND SIGNING & PAVEMENT MARKINGS TABULATION OF QUANTITIES
SQ-11	SIGNING & PAVEMENT MARKINGS TABULATION OF QUANTITIES
SQ-11	LIGHTING TABULATION OF QUANTITIES

1.	110-1	INCLUDES THE COST OF TREE REMOVAL AND TREE GRATES PAY ITEM ALSO INCLUDES COORDINATION AND TRANSPORTATION OF TREE GRATES WITH THE RESPECTIVE MAINTAINING AGENCY.
2.	110-1-1	INCLUDES REMOVAL OF BUS STOP SIGNS, BENCHES AND TRASH RECEPTACLES.
3.	520-1-10	INCLUDES COST OF CURB BASE.
4.	522-4	SEE MANUFACTURER SPECIFICATION FOR 12' REINFORCED CONCRETE BUS SHELTER PAD CORRESPONDING TO THE BUS SHELTER TYPE FOR EACH LOCATION.
5.	751-35-11 751-35-12	SEE ORDERING INFORMATION AFTER THE SUMMARY OF GENERAL ITEMS TABLE FOR SPECIFIC BUS SHELTERS. PAY ITEM ALSO INCLUDES COORDINATION OF TRANSPORTATION AND DELIVERING EXISTING BUS STOP AND ITS COMPONENTS WITH THE RESPECTIVE MAINTAINING AGENCY. PAY ITEM ALSO INCLUDES THE INSTALLATION OFF ALL ELECTRICAL ROUNDING ELEMENTS AND PULL BOX FOR EACH BUS SHELTER.
6.	751-37	SEE ORDERING INFORMATION AFTER THE SUMMARY OF GENERAL ITEMS TABLE FOR SPECIFIC TRASH RECEPTACLE FOR EACH LOCATION.
7.	751-38-11 751-38-14	SEE ORDERING INFORMATION AFTER THE SUMMARY OF GENERAL ITEMS TABLE FOR SPECIFIC BUS BENCH FOR EACH LOCATION.

SUMMARY OF LUMP SUM ITEMS					
PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0101-1	MOBILIZATION	1			

REVISIONS				JEANNELIA LIU, P.E. P.E. LICENSE NUMBER 57565 CALTRAN ENGINEERING GROUP, INC. 790 NW 107 AVENUE, SUITE 200 MIAMI, FLORIDA, 33172 CERTIFICATE OF AUTHORIZATION 29379	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 5	BROWARD	429575-2-52-01		SQ-1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF GENERAL ITEMS											
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS	
		STA. TO STA.			P	F	P	F			
0751 35 11	BUS SHELTER, F&I, UP TO 50 SF						1				
		220+57.77 TO 220+82.83	RT	EA	1				BL D / BUS SHELTER 7		
0751 35 12	ARCHITECTURAL, BUS SHELTER, F&I, 50-100 SF						20				
		443+88.88 TO 444+02.88	RT	EA	1				BL A / BUS SHELTER 1		
		23+36.29 TO 23+59.29	RT	EA	1				BL B / BUS SHELTER 2		
		44+95.82 TO 45+20.82	LT	EA	1				BL B / BUS SHELTER 3		
		115+96.78 TO 116+67.09	LT	EA	3				BL C / BUS SHELTER 4		
		5+46.02 TO 6+34.83	LT	EA	3				BL C / BUS SHELTER 5		
		177+53.89 TO 177+78.89	RT	EA	1				BL C / BUS SHELTER 6		
		226+61.81 TO 226+86.81	LT	EA	1				BL D / BUS SHELTER 8		
		247+47.02 TO 247+72.02	LT	EA	1				BL D / BUS SHELTER 9		
		248+80.08 TO 249+20.08	RT	EA	1				BL D / BUS SHELTER 10		
		266+49.86 TO 266+89.81	RT	EA	1				BL D / BUS SHELTER 11		
		288+92.10 TO 289+32.08	RT	EA	1				BL D / BUS SHELTER 12		
		295+29.09 TO 295+54.09	RT	EA	1				BL D / BUS SHELTER 13		
		428+67.25 TO 429+05.05	RT	EA	1				BL E / BUS SHELTER 14		
		131+18.15 TO 132+43.18	LT	EA	1				BL E / BUS SHELTER 15		
		134+82.00 TO 135+20.00	RT	EA	1				BL E / BUS SHELTER 16		
		145+11.44 TO 145+36.44	RT	EA	1				BL D / BUS SHELTER 17		
0751 37	TRASH RECEPTACLE						14				
		116+34.44	LT	EA	1				BL C / BUS SHELTER 4		
		5+90.50	LT	EA	1				BL C / BUS SHELTER 5		
		177+66.39	RT	EA	1				BL C / BUS SHELTER 6		
		220+70.61	RT	EA	1				BL D / BUS SHELTER 7		
		226+74.31	LT	EA	1				BL D / BUS SHELTER 8		
		247.59.50	LT	EA	1				BL D / BUS SHELTER 9		
		249+00.08	RT	EA	1				BL D / BUS SHELTER 10		
		266+69.80	RT	EA	1				BL D / BUS SHELTER 11		
		289+12.09	RT	EA	1				BL D / BUS SHELTER 12		
		295+41.59	RT	EA	1				BL D / BUS SHELTER 13		
		428+86.15	RT	EA	1				BL E / BUS SHELTER 14		
		131+30.68	LT	EA	1				BL E / BUS SHELTER 15		
		135+02.00	RT	EA	1				BL E / BUS SHELTER 16		
		145+23.94	RT	EA	1				BL E / BUS SHELTER 17		
0751 38 11	BENCH, F&I, ALUMINUM						14				
		443+95.88	RT	EA	1				BL A / BUS SHELTER 1		
		23+46.28	RT	EA	1				BL B / BUS SHELTER 2		
		45+08.35	LT	EA	1				BL B / BUS SHELTER 3		
		220+70.61	RT	EA	1				BL D / BUS SHELTER 7		
		226+74.31	LT	EA	1				BL D / BUS SHELTER 8		
		247.59.50	LT	EA	1				BL D / BUS SHELTER 9		
		249+00.08	RT	EA	1				BL D / BUS SHELTER 10		
		266+69.80	RT	EA	1				BL D / BUS SHELTER 11		
		289+12.09	RT	EA	1				BL D / BUS SHELTER 12		
		295+41.59	RT	EA	1				BL D / BUS SHELTER 13		
		428+86.15	RT	EA	1				BL E / BUS SHELTER 14		
		131+30.68	LT	EA	1				BL E / BUS SHELTER 15		
		135+02.00	RT	EA	1				BL E / BUS SHELTER 16		
		145+23.94	RT	EA	1				BL E / BUS SHELTER 17		
0751 38 14	BENCH, F&I, STEEL						3				
		116+34.44	LT	EA	1				BL C / BUS SHELTER 4		
		5+90.50	LT	EA	1				BL C / BUS SHELTER 5		
		177+66.39	RT	EA	1				BL C / BUS SHELTER 6		

JEANNELIA LIU, P.E.
P.E. LICENSE NUMBER 57565
CALTRAN ENGINEERING GROUP, INC.
790 NW 107 AVENUE, SUITE 200
MIAMI, FLORIDA, 33172
CERTIFICATE OF AUTHORIZATION 29379

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROAD NO. SR 5
COUNTY BROWARD
FINANCIAL PROJECT ID 429575-2-52-01

SUMMARY OF QUANTITIES

SHEET NO.
SQ-2

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

reja-pc4/10/201810:36:37 AMW:\e\Projects\42957525201\roadway\SUM0RD01.DGN

BUS SHELTERS AND AMENITIES - ORDERING INFORMATION						
BUS SHELTER #	STATION LOCATION	DESCRIPTION	MODEL	COLOR	MANUFACTURER	PRODUCT SPECIFICATION NUMBER
1	443+95.88	5' BUS SHELTER	ECLIPSE - ARCHED	SILVER	BRASCO INT.	EC0512-AR-AL-125
	443+95.88	BUS BENCH	ECLIPSE BENCH	SILVER	BRASCO INT.	EC-BE-6-2S
2	23+46.28	5' BUS SHELTER	ECLIPSE - ARCHED	SILVER	BRASCO INT.	EC0512-AR-AL-125
	23+46.28	BUS BENCH	ECLIPSE BENCH	SILVER	BRASCO INT.	EC-BE-6-2S
3	45+08.35	5' BUS SHELTER	ECLIPSE - ARCHED	SILVER	BRASCO INT.	EC0512-AR-AL-125
	45+08.35	BUS BENCH	ECLIPSE BENCH	SILVER	BRASCO INT.	EC-BE-6-2S
4	116+34.44	7' BUS SHELTER	KALEIDOSCOPE	BLACK	LANDSCAPE FORMS	G090742CD
	116+34.44	BUS BENCH	PRESIDIO BENCH	BLACK	LANDSCAPE FORMS	
5	116+34.44	TRASH RECEPTACLE	CHASE PARK LITTER RECEPTABLE	BLACK	LANDSCAPE FORMS	
	116+34.44	SHELTER WALL	WIND WALL	BLACK	LANDSCAPE FORMS	
	5+90.50	7' BUS SHELTER	KALEIDOSCOPE	BLACK	LANDSCAPE FORMS	G090742CD
	5+90.50	BUS BENCH	PRESIDIO BENCH	BLACK	LANDSCAPE FORMS	
	5+90.50	TRASH RECEPTACLE	CHASE PARK LITTER RECEPTABLE	BLACK	LANDSCAPE FORMS	
	5+90.50	SHELTER WALL	WIND WALL	BLACK	LANDSCAPE FORMS	
6	177+66.39	5' BUS SHELTER	KALEIDOSCOPE	BLACK	LANDSCAPE FORMS	G090742CD
	177+66.39	BUS BENCH	PRESIDIO BENCH	BLACK	LANDSCAPE FORMS	
	177+66.39	TRASH RECEPTACLE	CHASE PARK LITTER RECEPTABLE	BLACK	LANDSCAPE FORMS	
	177+66.39	SHELTER WALL	WIND WALL	BLACK	LANDSCAPE FORMS	
7	220+70.61	4.25' BUS SHELTER	SLIMLINE STYLE - DUTCH HIP ROOF	RED AND DARK BRONZE	BRASCO INT.	SERIES #SL-01-12-OF-F14-GC-DH-6
	220+70.61	BUS BENCH	BLACK HDPE BENCH WITH BACKREST	DARK BRONZE	BRASCO INT.	
	220+70.61	TRASH RECEPTACLE	STREETSCAPE 35G		BRASCO INT.	
8	226+74.31	4.75' BUS SHELTER	SLIMLINE STYLE - DUTCH HIP ROOF	RED AND DARK BRONZE	BRASCO INT.	SERIES #SL512-OF
	226+74.31	BUS BENCH	BLACK HDPE BENCH WITH BACKREST	DARK BRONZE	BRASCO INT.	
	226+74.31	TRASH RECEPTACLE	STREETSCAPE 35G	DARK BRONZE	BRASCO INT.	
9	247.59.50	4.75' BUS SHELTER	SLIMLINE STYLE - DUTCH HIP ROOF	RED AND DARK BRONZE	BRASCO INT.	SERIES #SL512-OF
	247.59.50	BUS BENCH	BLACK HDPE BENCH WITH BACKREST	DARK BRONZE	BRASCO INT.	
	247.59.50	TRASH RECEPTACLE	STREETSCAPE 35G	DARK BRONZE	BRASCO INT.	
10	249+00.08	4.75' BUS SHELTER	SLIMLINE STYLE - DUTCH HIP ROOF	RED AND DARK BRONZE	BRASCO INT.	SERIES #SL512-OF
	249+00.08	BUS BENCH	BLACK HDPE BENCH WITH BACKREST	DARK BRONZE	BRASCO INT.	
	249+00.08	TRASH RECEPTACLE	STREETSCAPE 35G	DARK BRONZE	BRASCO INT.	
11	266+69.80	4.75' BUS SHELTER	SLIMLINE STYLE - DUTCH HIP ROOF	RED AND DARK BRONZE	BRASCO INT.	SERIES #SL512-OF
	266+69.80	BUS BENCH	BLACK HDPE BENCH WITH BACKREST	DARK BRONZE	BRASCO INT.	
	266+69.80	TRASH RECEPTACLE	STREETSCAPE 35G	DARK BRONZE	BRASCO INT.	
12	289+12.09	4.75' BUS SHELTER	SLIMLINE STYLE - DUTCH HIP ROOF	RED AND DARK BRONZE	BRASCO INT.	SERIES #SL512-OF
	289+12.09	BUS BENCH	BLACK HDPE BENCH WITH BACKREST	DARK BRONZE	BRASCO INT.	
	289+12.09	TRASH RECEPTACLE	STREETSCAPE 35G	DARK BRONZE	BRASCO INT.	
13	295+41.59	4.75' BUS SHELTER	SLIMLINE STYLE - DUTCH HIP ROOF	RED AND DARK BRONZE	BRASCO INT.	SERIES #SL512-OF
	295+41.59	BUS BENCH	BLACK HDPE BENCH WITH BACKREST	DARK BRONZE	BRASCO INT.	
	295+41.59	TRASH RECEPTACLE	STREETSCAPE 35G	DARK BRONZE	BRASCO INT.	
14	428+86.15	7' BUS SHELTER	INTERLUDE	GRAY	BRASCO INT.	
	428+86.15	BUS BENCH	INTERLUDE BENCH	GRAY	BRASCO INT.	
	428+86.15	TRASH RECEPTACLE	STREETSCAPE 35G	GRAY	BRASCO INT.	
15	131+30.68	5' BUS SHELTER	INTERLUDE	GRAY	BRASCO INT.	
	131+30.68	BUS BENCH	INTERLUDE BENCH	GRAY	BRASCO INT.	
	131+30.68	TRASH RECEPTACLE	STREETSCAPE 35G	GRAY	BRASCO INT.	
16	135+02.00	5' BUS SHELTER	INTERLUDE	GRAY	BRASCO INT.	
	135+02.00	BUS BENCH	INTERLUDE BENCH	GRAY	BRASCO INT.	
	135+02.00	TRASH RECEPTACLE	STREETSCAPE 35G	GRAY	BRASCO INT.	
17	145+23.94	5' BUS SHELTER	INTERLUDE	GRAY	BRASCO INT.	
	145+23.94	BUS BENCH	INTERLUDE BENCH	GRAY	BRASCO INT.	
	145+23.94	TRASH RECEPTACLE	STREETSCAPE 35G	GRAY	BRASCO INT.	

REVISIONS				JEANNELIA LIU, P.E. P.E. LICENSE NUMBER 57565 CALTRAN ENGINEERING GROUP, INC. 790 NW 107 AVENUE, SUITE 200 MIAMI, FLORIDA, 33172 CERTIFICATE OF AUTHORIZATION 29379	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		SQ-4
					SR 5	BROWARD	429575-2-52-01		

SUMMARY OF LITTER REMOVAL AND MOWING												
CONST . PHASE	LOCATION	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER REMOVAL						DESIGN NOTES	CONSTRUCTION REMARKS
					0107 1							
	AREA ID				L	W	CYCLES	AREA				
								AC/ CYCLE	TOTAL (AC)			
	STA. TO STA.											
I	443+70.34 TO 444+15.32	RT	365	30	16957			12	0.022	0.264		BL A / BUS SHELTER 1
	23+06.28 TO 23+66.27	RT	365	30	16962			12	0.020	0.240		BL B / BUS SHELTER 2
	44+85.82 TO 45+30.82	LT	365	30	16975			12	0.010	0.120		BL B / BUS SHELTER 3
	114+26.50 TO 116+98.05	LT	365	30	17033			12	0.430	5.160		BL C / BUS SHELTER 4
	3+50.09 TO 6+40.80	RT	365	30	16980			12	0.194	2.328		BL C / BUS SHELTER 5
	5+05.14 TO 7+08.56	LT	365	30	16985			12	0.097	1.164		
	6+67.28 TO 7+33.32	RT	365	30	17019			12	0.018	0.216		
	7+06.42 TO 7+34.26	LT / RT	365	30	17028			12	0.007	0.084		
	177+43.89 TO 177+88.89	RT	365	30	17044			12	0.011	0.132		BL C / BUS SHELTER 6
	220+47.83 TO 220+92.83	RT	365	30	17045			12	0.009	0.108		BL D / BUS SHELTER 7
	226+34.81 TO 227+88.35	LT	365	30	17234			12	0.054	0.648		BL D / BUS SHELTER 8
	247+37.01 TO 247+82.03	LT	365	30	26930			12	0.014	0.168		BL D / BUS SHELTER 9
	248+70.08 TO 249+30.98	RT	365	30	17056			12	0.014	0.168		BL D / BUS SHELTER 10
	266+39.96 TO 266+99.81	RT	365	30	17063			12	0.014	0.168		BL D / BUS SHELTER 11
	288+82.10 TO 289+42.08	RT	365	30	17068			12	0.019	0.228		BL D / BUS SHELTER 12
	293+44.91 TO 293+76.73	LT	365	30	17073			12	0.013	0.156		BL D / BUS SHELTER 13
	293+46.38 TO 293+80.55	RT	365	30	17094			12	0.016	0.192		
	294+76.73 TO 294+43.72	LT	365	30	17104			12	0.012	0.144		
	294+28.78 TO 294+79.78	RT	365	30	17084			12	0.010	0.120		
	295+19.09 TO 295+64.09	RT	365	30	17089			12	0.011	0.132		
	428+47.98 TO 429+14.39	RT	365	30	17106			12	0.079	0.948		BL E / BUS SHELTER 14
	131+54.10 TO 132+54.31	LT	365	30	14107			12	0.039	0.468		BL E / BUS SHELTER 15
	134+82.00 TO 135+20.00	RT	365	30	19696			12	0.002	0.024		BL E / BUS SHELTER 16
	145+01.44 TO 145+46.44	RT	365	30	17108			12	0.009	0.108		BL E / BUS SHELTER 17
SUB-TOTAL :										13.488		
TOTAL :										13.49		

REVISIONS				JEANNELIA LIU, P.E. P.E. LICENSE NUMBER 57565 CALTRAN ENGINEERING GROUP, INC. 790 NW 107 AVENUE, SUITE 200 MIAMI, FLORIDA, 33172 CERTIFICATE OF AUTHORIZATION 29379	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 5	BROWARD	429575-2-52-01		SQ-5

SUMMARY OF CLEARING AND GRUBBING & REMOVAL ITEMS														
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	LENGTH	WIDTH	UNITS	SECONDARY UNITS (IF LUMP SUM)	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.						AREA (AC)	P	F	P	F		
0110 1 1	CLEARING AND GRUBBING	443+80.32 TO 444+05.32	RT	19786			LS	0.010			1		TOTAL AREA: 0.336 AC	BUS SHELTER 1
		23+16.27 TO 23+56.27	RT	14987				0.010					BL B / BUS SHELTER 2	
		44+95.85 TO 45+20.82	LT	20301				0.004					BL B / BUS SHELTER 3	
		115+59.46 TO 116+96.71	LT	15062				0.040					BL C / BUS SHELTER 4	
		116+66.36 TO 116+81.19	LT	14832				0.020						
		117+11.34 TO 117+12.23	LT	14823				0.001						
		5+04.83 TO 6+91.88	LT	14856				0.051					BL C / BUS SHELTER 5	
		6+46.63 TO 6+90.932	LT	15086				0.013						
		177+53.89 TO 177+78.89	RT	15096				0.005					BL C / BUS SHELTER 6	
		220+57.83 TO 220+89.44	RT	15442				0.010					BL D / BUS SHELTER 7	
		226+34.80 TO 227+78.35	LT	15124				0.050					BL D / BUS SHELTER 8	
		247+47.01 TO 247+72.01	LT	15125				0.005					BL D / BUS SHELTER 9	
		248+90.07 TO 249+20.08	RT	15126				0.008					BL D / BUS SHELTER 10	
		266+49.81 TO 266+79.81	RT	14882				0.008					BL D / BUS SHELTER 11	
		288+83.53 TO 289+32.09	RT	14921				0.010					BL D / BUS SHELTER 12	
		293+44.91 TO 293+77.37	LT	15456				0.010					BL D / BUS SHELTER 13	
		293+46.38 TO 293+77.61	RT	15444				0.011						
		294+18.16 TO 294+43.72	LT	15144				0.008						
		294+28.74 TO 294.49.74	RT	15467				0.005						
		428+58.11 TO 429+14.39	RT	15438				0.026					BL E / BUS SHELTER 14	
		131+18.18 TO 131+44.24	LT	15440				0.004					BL E / BUS SHELTER 15	
		131+64.11 TO 132+44.24	LT	15439				0.023						
		134+82.00 TO 135+20.00	RT	15441				0.006					BL E / BUS SHELTER 16	
		145+11.44 TO 145+36.44	RT	20089				0.004					BL E / BUS SHELTER 17	
0110 4 10	REMOVAL OF EXISTING CONCRETE	443+80.32 TO 444+05.32	RT	14807			SY		19		980		BL A / BUS SHELTER 1	
		23+16.27 TO 23+56.27	RT	14816					23				BL B / BUS SHELTER 2	
		44+95.85 TO 45+20.82	LT	20301					21				BL B / BUS SHELTER 3	
		115+59.46 TO 116+96.71	LT	24766					44				BL C / BUS SHELTER 4	
		116+66.36 TO 116+81.19	LT	14832					9					
		117+11.34 TO 117+12.23	LT	14823					3					
		5+04.83 TO 6+91.88	LT	14856					245				BL C / BUS SHELTER 5	

REVISIONS				JEANNELIA LIU, P.E. P.E. LICENSE NUMBER 57565 CALTRAN ENGINEERING GROUP, INC. 790 NW 107 AVENUE, SUITE 200 MIAMI, FLORIDA, 33172 CERTIFICATE OF AUTHORIZATION 29379	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		SQ-6
					SR 5	BROWARD	429575-2-52-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF EARTHWORK					
PAY ITEM NO.	PAY ITEM DESCRIPTION	CY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0120 6	EMBANKMENT				
	US-1 MAINLINE (STA. 428+58.11 TO STA. 429+14.18)	14.80		BL E / BUS SHELTER 14	
	TOTAL EMBANKMENT	14.80			

SUMMARY OF PAVEMENT														
PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	LENGTH	WIDTH	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.	DESCRIPTION						P	F	P	F		
160 4	TYPE B STABILIZATION	115+59.59 to 116+98.70		LT	11830			SY	172.6		285		BL C / BUS SHELTER 4	
		6+44.48 to 7+06.36		LT	11832				74.0				BL C / BUS SHELTER 5	
		131+64.19 to 132+44.33		LT	11837				37.9				BL E / BUS SHELTER 15	
285711	OPTIONAL BASE, BASE GROUP 11	115+59.59 to 116+98.70		LT	11801			SY	172.6		285		BL C / BUS SHELTER 4	
		6+44.48 to 7+06.36		LT	11817				74.0				BL C / BUS SHELTER 5	
		131+64.19 to 132+44.33		LT	11792				37.9				BL E / BUS SHELTER 15	
0327 70 6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	3+50.00 TO 7+29.00		LT / RT	11495			SY	3007.8		4390		BL C / BUS SHELTER 5	
		293+48.00 TO 294+60.00		LT / RT	27332				1382.4				BL D / BUS SHELTER 13	
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	115+59.59 TO 116+98.70		LT	20644			TN	9.49		23.9		BL C / BUS SHELTER 4	
		6+44.48 TO 7+06.36		LT	12223				12.35				BL C / BUS SHELTER 5	
		131+64.19 TO 132+44.33		LT	12198				2.08				BL E / BUS SHELTER 15	
0337 7 83	ASPHALT CONCRETE FRICTION COURSE,	115+59.59 TO 116+98.70		LT	12610			TN	14.24		385.3		BL C / BUS SHELTER 4	
	TRAFFIC C, FC-12.5, PG 76-22	3+50.00 TO 7+29.00		LT / RT	11385				253.85				BL C / BUS SHELTER 5	
		293+48.00 TO 294+60.00		LT / RT	27272				114.05				BL D / BUS SHELTER 13	
		131+64.19 TO 132+44.33		LT	12601				3.12				BL E / BUS SHELTER 15	

REVISIONS				JEANNELIA LIU, P.E. P.E. LICENSE NUMBER 57565 CALTRAN ENGINEERING GROUP, INC. 790 NW 107 AVENUE, SUITE 200 MIAMI, FLORIDA, 33172 CERTIFICATE OF AUTHORIZATION 29379	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 5	BROWARD	429575-2-52-01		SQ-7

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

[illegible][illegible]

REVISIONS				JEANNELIA LIU, P.E. P.E. LICENSE NUMBER 57565 CALTRAN ENGINEERING GROUP, INC. 790 NW 107 AVENUE, SUITE 200 MIAMI, FLORIDA, 33172 CERTIFICATE OF AUTHORIZATION 29379	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		SQ-8
					SR 5	BROWARD	429575-2-52-01		

SUMMARY OF SIDEWALK & DETECTABLE WARNINGS												
LOCATION	SIDE	AREA ID	LENGTH	WIDTH	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK		BUS SHELTER PAD - CONCRETE		DETECTABLE WARNINGS		DESIGN NOTES	CONSTRUCTION REMARKS
					0522 2		0522 4		0527 2			
					SY		SY		SF			
STA. TO STA.					P	F	P	F	P	F		
5+04.83 TO 5+46.08	LT	9109			49.1						BL C / BUS SHELTER 5	
5+14.65 TO 5+80.44	LT	9230			52.9							
6+29.10 TO 6+78.27	LT	9228			35.3							
6+34.83 TO 7+04.95	LT	9259			87.5							
23+16.27 TO 23+36.31	RT	9085			17.8						BL B / BUS SHELTER 2	
116+62.52 TO 116+94.83	LT	9134			32.3						BL C / BUS SHELTER 4	
116+66.36 TO 116+81.19	LT	9232			7.7							
117+14.06 TO 117+18.48	LT	24667			1.8							
226+36.81 TO 227+78.35	LT	9155			180.1						BL D / BUS SHELTER 8	
293+44.91 TO 293+77.37	LT	9215			36.7						BL D / BUS SHELTER 13	
293+46.38 TO 293+77.61	RT	9175			43.4							
294+18.16 TO 294+43.72	LT	9217			30.1							
294+28.78 TO 294+49.78	RT	9199			18.3							
443+80.34 TO 444+05.32	RT	9246			30.5						BL A / BUS SHELTER 1	
131+64.19 TO 132+44.31	LT	9210			51.7						BL E / BUS SHELTER 15	
5+46.02 TO 6+34.83	LT	9563					325.5				BL C / BUS SHELTER 5	
23+36.29 TO 23+56.29	RT	21175					93.0				BL B / BUS SHELTER 2	
44+95.82 TO 45+20.82	LT	21176					63.3				BL B / BUS SHELTER 3	
220+57.77 TO 220+82.83	RT	21277					73.5				BL D / BUS SHELTER 7	
226+61.81 TO 226+86.81	LT	21178					74.1				BL D / BUS SHELTER 8	
247+47.02 TO 247+72.02	LT	9480					71.1				BL D / BUS SHELTER 9	
248+80.08 TO 249+20.08	RT	21179					113.1				BL D / BUS SHELTER 10	
266+49.86 TO 266+89.81	RT	21180					112.2				BL D / BUS SHELTER 11	
288+92.10 TO 289+32.08	RT	21181					125.1				BL D / BUS SHELTER 12	
295+29.09 TO 295+54.09	RT	21182					71.4				BL D / BUS SHELTER 13	
428+67.25 TO 429+05.05	RT	23218					142.5				BL E / BUS SHELTER 14	
443+88.88 TO 444+02.88	RT	9340					37.2				BL A / BUS SHELTER 1	
115+96.21 TO 116+67.09	LT	9569					410.1				BL C / BUS SHELTER 4	
131+18.15 TO 132+43.18	LT	6498					113.7				BL E / BUS SHELTER 15	
134+82.00 TO 135+20.00	RT	24735					85.5				BL E / BUS SHELTER 16	
145+11.44 TO 145+36.44	RT	24741					56.4				BL E / BUS SHELTER 17	
177+53.89 TO 177+78.89	RT	21177					66.6				BL C / BUS SHELTER 6	
5+32.96 TO 5+38.34	LT	7687							10.8		BL C / BUS SHELTER 5	
5+33.64 TO 5+39.02	LT	7682							10.8			
6+41.81 TO 6+46.81	LT	7697							10.0			
6+41.81 TO 6+46.81	LT	7692							10.0			
6+97.25 TO 7+01.56	LT	7702							8.4			
226+37.31 TO 226+43.26	LT	7745							18.9		BL D / BUS SHELTER 8	
293+51.91 TO 293+55.91	LT	7750							8.0		BL D / BUS SHELTER 13	
293+53.38 TO 293+57.38	RT	7765							8.0			
293+75.53 TO 293+77.56	RT	7770							8.0			
294+18.19 TO 294+20.21	LT	7755							8.0			
294+32.72 TO 294+36.73	LT	7760							8.0			
294+34.76 TO 294+38.77	RT	7775							8.0			
116+65.00 TO 116+88.00	LT	7709							7.7		BL C / BUS SHELTER 4	
116+67.00 TO 116+88.90	LT	7723							10.6			
116+85.00 TO 116+90.00	LT	7732							8.0			
117+08.00 TO 117+10.00	LT	7716							8.6			
SUB-TOTAL :					675.2		2034.3		151.8			
TOTAL :					675		2034		152			

REVISIONS				JEANNELIA LIU, P.E. P.E. LICENSE NUMBER 57565 CALTRAN ENGINEERING GROUP, INC. 790 NW 107 AVENUE, SUITE 200 MIAMI, FLORIDA, 33172 CERTIFICATE OF AUTHORIZATION 29379	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF QUANTITIES	SHEET NO.	
DATE	DESCRIPTION		DATE		DESCRIPTION					
							ROAD NO.		COUNTY	FINANCIAL PROJECT ID
							SR 5		BROWARD	429575-2-52-01

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 17, ENTITLED, "OFFENSES - MISCELLANEOUS" OF THE CITY CODE OF ORDINANCES TO CREATE ARTICLE XIII, "PROHIBITION OF DISTRIBUTION OF PLASTIC STRAWS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Plastic Straw Ordinance, O-2018- Creating Article XIII of Ch. 17 Plastic Straws Prohibition

MEMORANDUM

Date: August 28, 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
Colin Donnelly, Assistant City Manager
Marc LaFerrier, Director, Community Development Department
Hakeem Ismail, Interim Director, Parks and Recreation Department
Rickelle Williams, Executive Director, CRA

From: Thomas J. Ansbro, City Attorney

Subject: Proposed Adoption of New Article XIII, "Prohibition of Distribution of Plastic Straws"; Addition to Chapter 17 of the City Code of Ordinances

The City Commission directed that we prepare an ordinance banning plastic straws at establishments located within the City near adjacent waterways, both coastal and inland, and for all establishments east of Federal Highway. A new ordinance has been prepared and provides:

1. Plastic straws shall not be distributed in or from any commercial establishment which is located east of Federal Highway or from any establishment that is adjacent to any navigable waterway located within the City, or at any City facility, City property, or by any City special event permittee.
2. Exceptions will be pre-packaged drinks, medical and dental facilities, and operations of the Broward County School Board as well as county, state and federal governmental entities. Persons who are disabled who need such straws are also exempted.
3. Violations will be enforced through the Code Compliance Division. Enforcement will begin at a future date to be determined by the Commission. Penalties for violators will be as follows:
 - a) First violation: \$25.00 for individuals; \$125.00 for commercial establishments.
 - b) Second and subsequent violations: \$50.00 for individuals, \$250.00 for commercial establishments.

Memorandum to City Commission
Prohibition of Plastic Straw Ordinances
August 28, 2018
Page Two

A six (6) month “start date” is also recommended, so establishments can begin a transition with their suppliers and adapt to the use of straws that are not plastic.

Adoption of the Ordinance is recommended,

TJA:la
Attachment: Proposed Ordinance

ORDINANCE NO. 2018-017

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED, "OFFENSES - MISCELLANEOUS" OF THE CITY CODE OF ORDINANCES TO CREATE ARTICLE XIII, "PROHIBITION OF DISTRIBUTION OF PLASTIC STRAWS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach, Florida is committed to environmental conscientiousness and leadership; and

WHEREAS, the City finds that it is in the public interest, safety, and welfare to reduce litter and pollutants on lands and in the waters of and lying adjacent to the City; and

WHEREAS, discarded plastic straws threaten wildlife, marine life and degrade and litter the beaches and waters off of Florida's coasts; as well as inland canals; and

WHEREAS, plastic straws constitute a portion of the litter in the City's streets, parks, the beaches, public places, waterways, the Atlantic Ocean and waterfront areas; and

WHEREAS, the use of plastic straws has a detrimental effect on the City's environment; and

WHEREAS, the City Commission finds that there are reasonable, environmentally-friendly alternatives to plastic straws; and

WHEREAS, the City Commission finds that this Ordinance is necessary for the preservation and improvement of the environment, public health, safety and welfare of the City's residents and visitors;

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

Section 1. 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. That the Code of Ordinances of the City of Dania Beach is amended by adding a new Article, Article XIII, which Article shall read as follows:

Chapter 17 – Offenses – Miscellaneous

. . .

Article XIII – Prohibition of Distribution of Plastic Straws

Section 17-133. – Prohibition of Distribution of Plastic Straws.

(a) Definitions. For purposes of this Section, the following definitions apply:

- (1) *Distribution or Distribute* means the vending, selling, giving or delivering for any purpose of a plastic straw, as defined in this Section, whether or not incident to the sale, vending or provision of any kind of liquid or beverage in a container.
- (2) *Plastic straw* means a straw provided or distributed for the purpose of imbibing a liquid or transferring a beverage from its container to the mouth of the drinker by suction or for the purpose of mixing a beverage, which straw is made predominantly of plastic derived from one or more of the following: petroleum, a biologically-based source (such as corn or other plants), or polypropylene or polyethylene, and which is intended for a single use in the consumption of the liquid or beverage.
- (3) *Special event permittee* means any person or entity and its subcontractor(s), issued a special event permit by the City for a special event to be conducted on City property or in a City facility
- (4) *City facility* includes, but is not limited to any building, structure, park, beach, road, street, right-of-way, or facility owned, operated or managed by the City.
- (5) *City property* includes but is not limited to, any land, water, or air rights owned, operated or managed by the City.

(b) Plastic Straws Prohibited: Exceptions.

- (1) No plastic straw shall be distributed in or from any commercial establishment which is located east of North Federal Highway (U.S. One) and in or from any such establishment that is adjacent to any navigable waterway located within the City, including the Atlantic Ocean, or at any City facility or City property or by any City special event permittee.
- (2) Exceptions. This prohibition shall not apply to:

- a. a pre-packaged drink sold at a commercial establishment;
- b. to medical or dental facilities;
- c. the Broward County School Board, as well as county, state or federal governmental entities; or
- d. where a reasonable accommodation is needed by an individual due to a medical or physical condition.

(c) Enforcement Penalties.

- (1) Following adoption of this Section, the City shall engage in public education efforts to inform affected commercial establishments of the provisions of this Section and to provide assistance with identifying alternatives to plastic straws.
- (2) Beginning _____, 2018, the City's Code Compliance Division shall enforce all provisions of this Section.
- (3) Penalties for violations of the provisions of this Section shall be enforced through Code Compliance proceedings.
- (4) Violations of the provisions of this Section shall be on a per occurrence basis and subject to the following penalties:
 - a. First violation: \$25.00 for individuals; \$125.00 for commercial establishments.
 - b. Second and subsequent violations: \$50.00 for individuals, \$250.00 for commercial establishments.

Section 3. 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 4. 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 5. That this Ordinance shall take effect immediately upon City Commission adoption.

PASSED on first reading on August 28, 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: Public Hearing

Continued from: July 24, 2018

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 SECTIN 27-20 OF THE CODE DEALING WITH TURNING ON AND SHUTTING OFF SERVICE CONNECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

Purchasing Requests ONLY

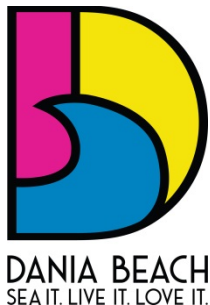
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

MEMO+-+Cross-Conneccion+Control+and+Backflow+Prevention.doc, O-2018-012 Cross Connection and Backflow Prevention



**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: Public Hearing

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, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DAOLLARS (\$1,000,000.00) FOR A C-51 RESERVOIR CAPACITY ALLOCATION AGREEMENT FOR SERVICES TO BE PROVIDED BY PALM BEACH AGGREGATES, LLC; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

Purchasing Requests ONLY

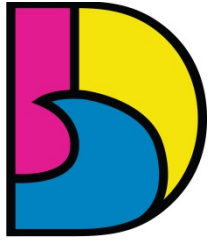
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

2018+Memo-+Ordinance+Expenditure+of+Funds+Over+\$1M-C051+Reservoir+Capcity+Allocation+Agreement, O-2018-015 Authorize Expenditure of Funds for C-51 Reservoir Agreement \$1M



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Public Services Director

DATE: July 24, 2018

SUBJECT: Proposed Adoption of Ordinance to Allow Expenditure of City Funds
Over \$1M for the C-51 Reservoir Capacity Allocation Agreement

At the June 24, 2018 Commission Meeting, the City Commission adopted by motion, approval for the City to enter into an Agreement with Palm Beach Aggregates, LLC, pertaining to a C-51 Reservoir Capacity Allocation.

The City's portion of the share costing will be \$4.2M; therefore, the Ordinance is required by City Charter.

Adoption of the Ordinance is recommended.

TJA:la

Attachment: Proposed Ordinance

ORDINANCE NO. 2018-015

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00) FOR A C-51 RESERVOIR CAPACITY ALLOCATION AGREEMENT FOR SERVICES TO BE PROVIDED BY PALM BEACH AGGREGATES, LLC; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, “Certain Expenditures” of Article 3, “Powers of the City”, of the City Code of Ordinances, the City Commission must, by ordinance approve any expenditures of City funds that exceeds One Million Dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, City staff anticipates that funding for the C-51 Reservoir Capacity Allocation Agreement provided by Palm Beach Aggregates, LLC will exceed the monetary threshold; and

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

Section 1. That the proper City officials are authorized to expend more than One Million Dollars (\$1,000,000.00) relating to C-51 Reservoir Capacity Allocation Agreement for services to be provided by Palm Beach Aggregates, LLC.

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 in conflict with the provisions of this Ordinance are repealed.

Section 4. That this Ordinance shall take effect immediately at the time of its passage and adoption.

PASSED on first reading on July 24, 2018.

PASSED AND ADOPTED on second reading on August 28, 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: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT AN ORDINANCE OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 13, ENTITLED "HEALTH AND SANITATION" OF THE CITY CODE OF ORDINANCE, BY CREATING ARTICLE VIII TO BE ENTITLED, "TEXTILE RECYCLING", AND SECTION 13-135, TO BE ENTITLED "TEXTILE RECYCLING, TEXTILE RECYCLING COLLECTION BINS", PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(SECOND READING)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Textile Recycling Ordinance Memo, O-2018-016 Creating Article VIII Textile Recycling of Ch. 13 Second Reading



City of Dania Beach

City Attorney's Office

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) – 921-2604 (fax)

MEMORANDUM

Date: August 28, 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
Colin Donnelly, Assistant City Manager
Marc LaFerrier, Director, Community Development Department
Brad Kaine, Director of Public Services
Tom Schneider, City Clerk

From: Thomas J. Ansbro, City Attorney

Subject: Revisions to “Textile Recycling Ordinance” for Second Reading (August 28, 2018)
(Ordinance No. 2018-016)

Attached is a copy of the referenced ordinance which was adopted for first reading at the July 24, 2018 City Commission Meeting. As directed by the City Commission, references in the Ordinance to other entities which may seek approval to place textile recycle bins in the City have been removed; only bins installed and maintained pursuant to a franchise agreement with the City will be permitted.

This Ordinance is ready for adoption on second reading at the August 28, 2018 City Commission meeting.

TJA:la
Attachment: Ordinance No. 2018-016

ORDINANCE NO. 2018-016
SECOND READING

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 13, ENTITLED "HEALTH AND SANITATION" OF THE CITY CODE OF ORDINANCES, BY CREATING ARTICLE VIII TO BE ENTITLED, "TEXTILE RECYCLING" AND SECTION 13-135, TO BE ENTITLED "TEXTILE RECYCLING, TEXTILE RECYCLING COLLECTION BINS"; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the City Commission of the City of Dania Beach ("City Commission") finds it periodically necessary to amend its Code of Ordinances (the "City Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, unlike other recyclables, such as bottles, cans and paper, textiles are not typically collected through regularly scheduled household pick-ups but instead have been collected through donations to thrift stores (both for-profit and non-profit) or to charitable organizations, often by way of unsupervised textile recycling collection bins placed throughout a community; and

WHEREAS, if not properly regulated, textile recycling operations and textile recycling collection bins can conflict with parking, traffic circulation, landscaping and tree preservation, and can lead to nuisance situations such as litter, abandoned property and graffiti; and

WHEREAS, when properly regulated, textile recycling collection bins can provide a cost-effective and convenient method of textile recycling, which reduces waste; and

WHEREAS, the City Commission finds it necessary to set forth conditions under which textile recycling collection bins may be placed on public and private property and to provide minimum standards as to how they are operated and maintained; and

WHEREAS, City staff recommends approval of the proposed ordinance; and

WHEREAS, two (2) public hearings were held before the City Commission in accordance with Florida Statutes; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the City;

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

Section 1. That the preceding “Whereas” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Chapter 13, entitled “Health and Sanitation” of the City Code of Ordinances is amended by establishing Article VIII to be entitled “Textile Recycling” to read as follows:

Chapter 13 – HEALTH AND SANITATION

. . .

ARTICLE VIII. – TEXTILE RECYLCING

Sec. 13-135 - Textile Recycling; Textile Recycling Collection Bins.

- (a) Purpose and Intent. Unlike other recyclables, such as bottles, cans and paper, textiles have not typically been collected through regularly scheduled household recyclable pick-ups, but instead have been collected through donations to thrift stores (both for-profit and not-for-profit) or to charitable organizations, often by way of unsupervised textile recycling collection bins placed throughout a community. If not properly regulated, textile recycling operations and textile recycling collection bins can conflict with parking, traffic circulation, tree and landscaping preservation, and can lead to nuisance situations such as deposits of trash, abandoned property and graffiti. When properly regulated, textile recycling collection bins can provide a cost-effective and convenient method of textile recycling, which reducing waste. The purpose of this Article is to set forth the conditions under which textile recycling collection bins may be placed on public and private property and to provide minimum standards for their operation and maintenance, as necessary to protect the public health, safety and welfare.

- (b) Definitions. For purposes of this Article:
- (1) "textile" means items such as but not limited to shoes, clothes, linens and draperies.
 - (2) "textile recycling collection bin" means a self-service container designed to allow members of the general public to deposit used textile items into them.
 - (3) "textile recycling collection" means the gathering and transportation of deposited textiles for the purpose of resale or re-use for other purposes.
- (c) In general.
- (1) Authorized textile recycling collection bins. No person shall place or maintain a textile recycling collection bin within the City except in compliance with this Article or as authorized pursuant to a franchise agreement with the City.
 - (2) Collection from stationary vehicles. Collection of textiles for recycling after deposit of such items into a stationary vehicle, truck, wagon, trailer or similar vehicle is prohibited within the City. This provision is not intended to prohibit textile recycling collections from homes, businesses or institutions, whether through regularly scheduled pick-ups or through pick-ups based upon a special request of a donor.
- (d) Placement, operation and maintenance of textile recycling collection bins. Unless otherwise provided by the City through a franchise agreement or by City Commission permission granted by a resolution, bins shall be governed as follows:
- (1) Bins shall be placed only on:
 - (i) City-owned property, excluding public rights-of-way, on parcels approved by the City pursuant to a franchise agreement or by a resolution adopted by the City Commission; or

- (ii) Developed parcels, zoned, approved and used for commercial retail, industrial, institutional or education uses, with the written permission of the property owner.
- (2) Bins shall be placed on a site in a manner which does not impair traffic, pedestrian or emergency service vehicle movement or reduce required parking within the site and which does not negatively affect any protected trees, landscaping or utility service. The placement of bins shall not require site plan approval unless such placement would be inconsistent with site plan conditions otherwise imposed by the City.
- (3) Bins shall not exceed seven (7) feet in any dimension.
- (4) Bins shall be placed no less than five hundred (500) feet from any other bin unless located at least two hundred (200) feet from any public street right-of-way and shall not be visible from any property used for a residential purpose. In no case shall more than four (4) bins be placed on a single parcel.
- (5) Bins shall not be located within twenty-five (25) feet of any public street or right-of-way.
- (6) Bins shall be constructed of steel with a rust-resistant coating and weigh at least five hundred (500) pounds when empty.
- (7) Each bin shall provide the name, address and telephone number of the franchisee or permittee in weather-resistant lettering no smaller than one (1) inch high and provide other information as determined by the City. Bins shall contain no advertising other than that which is directly related to the franchised textile recycling collection organization or business, or the business and approval in advance by the City.
- (8) Bins shall be painted a uniform, City approved color, maintained in good appearance, and must be emptied at least once every fourteen (14) days.

- (9) The franchisee or permittee shall be responsible at all times for ensuring that the area within twenty (20) feet of any bin shall be kept free of trash, debris and discarded items of any kind.
- (e) Implementation. Bins, stationary vehicles, trucks, wagons, trailers or similar vehicles or collection containers which are placed, operated or maintained in violation of this Article prior to August 29, 2018 shall be removed no later than March 1, 2019.

Section 3. 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 4. 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 5. That this Ordinance shall take effect immediately upon City Commission adoption.

PASSED on first reading on July 24, 2018.

PASSED AND ADOPTED on second reading on August 28, 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 TO AMEND CHAPTER 28, OF THE “LAND DEVELOPMENT CODE,” OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE 115 “INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION, USES AND CONDITIONS OF USE” TO ADDRESS CONDITIONS OF USE FOR PARKING FACILITIES; AMENDING ARTICLE 635 “SITE PLAN” TO ADDRESS SITE PLAN MODIFICATION REGULATIONS; AMENDING ARTICLE 675 “TEMPORARY USE AND SPECIAL EVENT PERMIT” TO CREATE A WAIVER PROCESS FOR THE NUMBER OF SPECIAL EVENTS PER YEAR

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

28th Text Amend staff report OPT, O-2018- 28th Text Amendment, 28th TA application and backup OPT



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: August 28, 2018

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director

FROM: Corinne Lajoie, AICP, Planning and Zoning Manager, LEED G.A. *CL*

SUBJECT: **TX-48-18:** The applicant, City of Dania Beach, is requesting several zoning text amendments to the City's Unified Land Development Code, known as OneCode (FIRST READING).

REQUEST

TEXT AMENDMENT

1. To allow stacked vehicle storage/parking facilities; Article 115.
2. To include City right-of-way and City owned property in the four (4) times per year Special Event exception; Section 675-20(F)

On September 14, 2010, the City Commission approved the City's new Land Development Code (LDC) referred to as OneCode. As staff continues to use the new regulations, scrivener's errors, inaccuracies and vague, imprecise or ambiguous language continues to emerge, some of which staff is proposing to address at this time. In addition, over time any set of regulations becomes antiquated unless periodically updated.

The following amendments to the Unified LDC are proposed:

1. PARKING FOR VEHICLES

This amendment will reinstate a previously approved code change (O-2016-006) that was inadvertently overwritten due to the slow codification of the City's Code of Ordinances.

The amendment allows vehicles to be parked, valet style, in stacks and rows with the following conditions:

- Must provide attendants to receive, park, and deliver the automobiles to customers;
- Parking, stacking, driveway aisle, drop-off and delivery areas, and stall dimensions shall be shown on the circulation plan for the automobile storage parking facility;

- Stacking rows for vehicles shall be permitted. Stacking rows shall be a minimum eight and one-half (8 ½) feet in width and a maximum of 140 feet in depth; and
- Overnight storage of automobiles shall be permitted in the designated automobile storage area.

2. SPECIAL EVENTS

This amendment will allow Community Redevelopment Agency (CRA) and City sponsored special events to exceed the maximum limit of four (4) times per year subject to administrative review and approval by the Parks and Recreation Director. This is currently the case for special events located within the Planned Mixed Use District (PMUD) zoning district or properties subject to a Florida paramutual license and a development agreement with the City.

This amendment is at the request of the CRA Executive Director.

This application requires two (2) public hearings by the City Commission.

PLANNING AND ZONING BOARD RECOMMENDATION

On July 18, 2018 the Planning and Zoning Board recommended approval of the proposed text amendments.

CITY COMMISSION ACTION

Approve ordinance.

ORDINANCE NO. 2018-018

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, OF THE “LAND DEVELOPMENT CODE,” OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE 115 “INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION, USES AND CONDITIONS OF USE” TO ADDRESS CONDITIONS OF USE FOR PARKING FACILITIES; AMENDING ARTICLE 635 “SITE PLAN” TO ADDRESS SITE PLAN MODIFICATION REGULATIONS; AMENDING ARTICLE 675 “TEMPORARY USE AND SPECIAL EVENT PERMIT” TO CREATE A WAIVER PROCESS FOR THE NUMBER OF SPECIAL EVENTS PER YEAR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, Objective V of the Future Land Use Element of the City of Dania Beach Comprehensive Plan provides that the City of Dania Beach will maintain land development regulations and zoning regulations to implement the City’s Comprehensive Plan; and

WHEREAS, the City Commission of the City of Dania Beach (“City Commission”) finds it periodically necessary to amend its Code of Ordinances and Land Development Code (“Code”) in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, City staff recommends approval of the proposed changes; and

WHEREAS, the Planning and Zoning Board, sitting as the City’s Local Planning Agency, has reviewed this Ordinance, and has determined that it is consistent with the City’s Comprehensive Plan; and

WHEREAS, pursuant to Section 166.041 (c)(2), Florida Statutes, notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed Ordinance and of the time and dates of the public hearings; and

WHEREAS, two (2) public hearings were held before the City Commission pursuant to the published notice described above; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives, and policies of the City’s Comprehensive Plan;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA¹:

Section 1. That the preceding “Whereas” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Article 115, entitled “Industrial Districts: Permitted, Prohibited, Special Exception Uses, and Conditions of Use” of Chapter 28, “Land Development Code” of the City Code of Ordinances is amended to read as follows:

ARTICLE 115. INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION USES, AND CONDITIONS OF USE

* * *

Sec. 115-40. - Schedule of permitted uses.

P	-Permitted
A	-Permitted accessory use only
#, #	(Ex: 1, 2) Permitted subject to the conditions of use numbered 1 and 2 found in section 115-50
SE	-Permitted special exception use only, pursuant to article 630
SE(#, #)	(Ex: 1, 2) Permitted as a special exception only, and subject to conditions of use numbers 1 and 2 found in section 115-50.
NP	-not permitted
Legend	

MARINE AND HEAVY INDUSTRIAL USES									
									PEDD
Parking for vehicles and equipment	NP	17, 76, 77	NP	17, 74, 76	35, 36	NP	P (81)	NP	

Sec. 115-50 Condition of Use Parking Facilities.

81. Notwithstanding the requirements of Article 265 and Article 320 to the contrary, a parking facility which stores automobiles for customers, or provides attendants to receive, park, and deliver the automobiles to customers may be permitted subject to the following requirements:
A. Parking, stacking, driveway aisle, drop-off and delivery areas, and stall dimensions shall be shown on the circulation plan for the automobile storage parking facility.

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~strikethrough~~.

B. Stacking rows for vehicles may be permitted. Stacking rows shall provide a minimum eight and one-half (8 ½) feet in width and a maximum of 140 feet in depth.

C. Overnight storage of automobiles may be permitted in the designated automobile storage area.

* * *

Section 3. That Article 675. – “Temporary Use and Special Event Permits” of the City of Dania Beach Land Development Code is amended to read as follows:

Article 675. – TEMPORARY USE AND SPECIAL EVENT PERMITS

Sec. 675-20. - Temporary uses authorized.

(F) Notwithstanding the above standards and regulations, Community Redevelopment Agency (CRA) and City sponsored special events, along with properties which are zoned PMUD or properties subject to a Florida pari-mutuel license and a development agreement with the city, may exceed the maximum limit of four (4) times per calendar year for recurring events or uses, subject to administrative review and approval by the parks and recreation director. Applications for recurring temporary uses and special events exceeding four (4) times per calendar year shall provide a schedule of events identifying the dates and times of all proposed temporary uses and special events to be approved annually. The parks and recreation director may impose reasonable conditions as provided for in section 675-40(c) necessary to ensure the public health, safety, and general welfare.

Section 4. 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 5. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to such extent of the conflict.

Section 6. That this Ordinance shall be codified in accordance with the foregoing. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the City of Dania Beach Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 7. That this Ordinance shall take full effect immediately upon its passage and adoption.

PASSED on first reading on August 28, 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

Lajoie, Corinne

From: LaFerrier, Marc
Sent: Wednesday, June 20, 2018 5:56 PM
To: Lajoie, Corinne
Subject: FW: Resolution - CRA - "Dania after Dark"

Lets talk



Marc LaFerrier, AICP
Community Development Director | City of Dania Beach
mlaferrier@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6805 ext. 3643 | **Fax:** 954-922-2687

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. Access to this email by anyone else is unauthorized. If you are not the intended recipient, any interception, copying, distribution, disclosure or use of this transmission or any information contained in it is strictly prohibited, and may be subject to criminal and civil penalties.

From: Williams, Rickelle
Sent: Tuesday, June 05, 2018 3:36 PM
To: Adams, Lori; LaFerrier, Marc; Ansbro, Tom; Lajoie, Corinne
Cc: Schneider, Tom
Subject: RE: Resolution - CRA - "Dania after Dark"

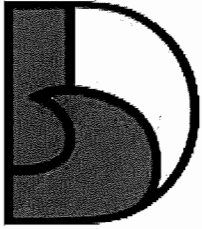
Thanks Lori. I swapped out waiver and put code amendment instead. Is that sufficient?

From: Adams, Lori
Sent: Tuesday, June 05, 2018 3:18 PM
To: LaFerrier, Marc; Ansbro, Tom; Lajoie, Corinne
Cc: Williams, Rickelle; Schneider, Tom
Subject: RE: Resolution - CRA - "Dania after Dark"

Thanks Marc. The "waiver" won't be needed until August or September (after the fourth event.

Rickelle and Tom S.

I'm attaching the final resolution with the "waiver" clause removed. Rickelle, if you have a memo for this reso and if it reflects the need for a waiver after the fourth event, please remove that reference.



Lori Adams

Legal Office Manager | City of Dania Beach

ladams@daniabeachfl.gov | daniabeachfl.gov

100 W Dania Beach Blvd. | Dania Beach, FL 33004

Phone: 954-924-6800 ext. 3632 | **Fax:** 954-921-2604

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. Access to this email by anyone else is unauthorized. If you are not the intended recipient, any interception, copying, distribution, disclosure or use of this transmission or any information contained in it is strictly prohibited, and may be subject to criminal and civil penalties.

From: LaFerrier, Marc

Sent: Tuesday, June 5, 2018 2:12 PM

To: Ansbrosio, Tom; Lajoie, Corinne

Cc: Williams, Rickelle; Adams, Lori; Schneider, Tom

Subject: RE: Resolution - CRA - "Dania after Dark"

I have no objections to the waiver.

I will talk with Corinne about a code amendment.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

LaFerrier, Marc, AICP

Community Development Director | City of Dania Beach

mlaferrier@daniabeachfl.gov

100 W Dania Beach Blvd. | Dania Beach, FL 33004

Phone: 954-924-6800 x3643

From: Ansbrosio, Tom

Sent: Tuesday, June 05, 2018 1:17 PM

To: LaFerrier, Marc; Lajoie, Corinne

Cc: Williams, Rickelle; Adams, Lori; Schneider, Tom

Subject: FW: Resolution - CRA - "Dania after Dark"

Importance: High

The attached Reso seeks a "waiver" from the Commission on the four events per calendar year cap, set out in Code subsections 675-20 (B) and (F). A "waiver" is not mentioned in this subsection, but subsection (F) allows for "applications" exceeding the four event limit without mentioning Commission approval. Is there any concern with proceeding with the "waiver" request? If OK, I suggest we include verbiage to that effect when you have another Code clarification ordinance that addresses various Code Sections for which revisions are sought. Please advise; this needs to be agendaed today for the CRA upcoming Board meeting.



Tom Ansbro
City Attorney | City of Dania Beach
tansbro@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6800 ext. 3635 | **Fax:** 954-921-2604

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. Access to this email by anyone else is unauthorized. If you are not the intended recipient, any interception, copying, distribution, disclosure or use of this transmission or any information contained in it is strictly prohibited, and may be subject to criminal and civil penalties.

From: Adams, Lori
Sent: Tuesday, June 05, 2018 12:57 PM
To: Ansbro, Tom
Subject: Resolution - CRA - "Dania after Dark"

Lajoie, Corinne

From: Williams, Rickelle
Sent: Wednesday, June 20, 2018 5:10 PM
To: LaFerrier, Marc; Donnelly, Colin
Cc: Lajoie, Corinne
Subject: RE: Construction Fence regulations
Attachments: RE: Resolution - CRA - "Dania after Dark"

Please see attached emails regarding code amendment for recurring special events.

From: LaFerrier, Marc
Sent: Wednesday, June 20, 2018 5:06 PM
To: Donnelly, Colin; Williams, Rickelle
Cc: Lajoie, Corinne
Subject: RE: Construction Fence regulations

And we will make the amendment retro to the adoption date of the original ordinance.

Corinne: Please add a code amendment reoccurring Special Events to his ord.

Thanks



Marc LaFerrier, AICP
Community Development Director | City of Dania Beach
mferrier@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6805 ext. 3643 | **Fax:** 954-922-2687

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. Access to this email by anyone else is unauthorized. If you are not the intended recipient, any interception, copying, distribution, disclosure or use of this transmission or any information contained in it is strictly prohibited, and may be subject to criminal and civil penalties.

From: LaFerrier, Marc
Sent: Wednesday, June 20, 2018 4:16 PM
To: Donnelly, Colin; Williams, Rickelle
Cc: Lajoie, Corinne
Subject: Construction Fence regulations

Our City Code requires that approved development sites include a construction fence with certain information and illustrations of the development (graphics) displayed on the fence screen along the roadways. Implementation of this requirement has been mixed.

Now that we have had an opportunity to implement the regs and talk with the developers we recognize that we will need to amend the regs so they are more applicable. I can prepare a Code amendment for the July PZ and CC meetings.

The amended Ord. would provide for i.e.:
Approval to use the City logo with City Commission site plan approval

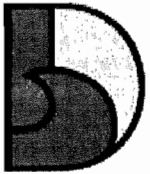
Less required info and additional info as optional,
Reduced graphic coverage on non-arterial roadways and on long street frontages

Lajoie, Corinne

From: LaFerrier, Marc
Sent: Tuesday, June 05, 2018 2:14 PM
To: Lajoie, Corinne
Subject: FW: Resolution - CRA - "Dania after Dark"
Attachments: Dania After Dark Authorization to Bid (TA 6-5-18).doc

Importance: High

Read below. Code amendment?



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

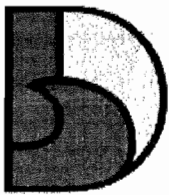
LaFerrier, Marc, AICP
Community Development Director | City of Dania Beach

mlaferrier@daniabeachfl.gov

100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6800 x3643

From: Ansbro, Tom
Sent: Tuesday, June 05, 2018 1:17 PM
To: LaFerrier, Marc; Lajoie, Corinne
Cc: Williams, Rickelle; Adams, Lori; Schneider, Tom
Subject: FW: Resolution - CRA - "Dania after Dark"
Importance: High

The attached Reso seeks a "waiver" from the Commission on the four events per calendar year cap, set out in Code subsections 675-20 (B) and (F). A "waiver" is not mentioned in this subsection, but subsection (F) allows for "applications" exceeding the four event limit without mentioning Commission approval. Is there any concern with proceeding with the "waiver" request? If OK, I suggest we include verbiage to that effect when you have another Code clarification ordinance that addresses various Code Sections for which revisions are sought. Please advise; this needs to be agendaed today for the CRA upcoming Board meeting.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Tom Ansbro
City Attorney | City of Dania Beach
tansbro@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6800 ext. 3635 | Fax: 954-921-2604

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. Access to this email by anyone else is unauthorized. If you are not the

ARTICLE 675. - TEMPORARY USE AND SPECIAL EVENT PERMITS

Sec. 675-10. - Purpose and applicability.

This article specifies the procedure for processing and disposition of applications for temporary use. Temporary uses are uses of land, buildings or structures that are established for a fixed period of time with the intent to discontinue the use upon the expiration of such time, and which are authorized in this article as temporary accessory or principal uses for time periods proportionate and appropriate to the nature of the temporary use. Temporary uses permitted by this article may not be listed in the use provisions of part 1 of this code.

(Ord. No. 2010-20, § 2(Exh. A), 9-14-10)

Sec. 675-20. - Temporary uses authorized.

- (A) All temporary uses or special events must be located on developed property with an active business tax receipt issued by the city, or upon city property as authorized in accordance with this article, and must meet one of the following criteria:

- (1) The temporary use or special event must benefit a business currently licensed and occupying a permanent place of business in the city;
- (2) The temporary use or special event must benefit a not-for-profit entity or charitable organization;
- (3) The temporary use or special event must be organized and operated solely for charitable purposes; or
- (4) The temporary use or special event must be a private gathering.

This section does not to apply to local shows or amusements held in theaters, auditoriums or permanent buildings designed and permitted for assembly uses.

- (B) In addition to a temporary use or special event that is required to be approved by the city commission under subsection (A), the following temporary uses and special events shall be approved by the city commission after staff review and recommendation, as provided in this subsection:

- (1) Events with more than fifty (50) persons in attendance, as estimated by the parks and recreation director;
- (2) Events that occur over a five-hour period or longer;
- (3) Multi-day events;
- (4) Events requiring street closures;
- (5) Any event that requires an outside agency to review the proposed event;
- (6) Any event involving the sales or use of fireworks or sparklers;
- (7) Temporary assembly uses such as commercial carnivals, fairs, exhibitions, craft shows, concerts, promotional activities or similar events;
- (8) Garage sales located on property within a nonresidential zoning district pursuant to section 21-42; and

- (9) Other uses of a similar and temporary nature where the period of use will not extend beyond sixty any calendar year.

The city commission may, in its initial resolution approving a temporary use, authorize the subsequent administrative approval by the parks and recreation director of a future event or use that recurs on a regular basis (e.g., approved events or uses recurring annually, or approved events or uses recurring seasonally but no more than four (4) times per calendar year) at specific locations except as provided in Section 675-20(G). Recurring events subject to administrative approval shall be consistent with all terms and conditions provided in the original resolution providing for temporary use approval.

- (C) Notwithstanding the provisions of this section, the following temporary uses are authorized in the commercial, industrial and CRA mixed-use districts, and on lots developed for assembly and institutional uses in other zoning districts subject to approval of the parks and recreation director after staff review and recommendation, as provided in this subsection. The parks and recreation director may require city commission approval of any temporary use or special event which is normally subject to administrative approval under this subsection, if the parks and recreation director has determined that neighboring property may be impacted by the proposed event.
- (1) Temporary sales of a seasonal nature (e.g., holiday sales of Christmas trees, pumpkins for Halloween), excluding fireworks and sparklers; and
 - (2) Events with less than fifty (50) persons in attendance, as estimated by the parks and recreation director.
- (D) The following temporary uses are permitted without further review, in connection with development projects which are subject to city commission approval, unless the use was previously reviewed during the site plan approval process, in which case administrative approval is authorized.
- (1) Offices for sale of real estate or for persons engaged in the development, within temporary buildings or office trailers which are approved consistent with all building permit submittal requirements for temporary structures.
 - (2) Construction materials storage and processing.
 - (3) Equipment storage.
 - (4) Model homes or sample apartments.
 - (5) Activities of religious, institutional, or governmental entity under construction, reconstruction, renovation or enlargement.
- (E) Garage (yard) sales are permitted subject to the limitation on frequency and license requirement set forth in chapter 21, article 3 of the Code of Ordinances, and the signage allowance in section 505-170(I). Garages sales located on property within a non-residential zoning district shall be subject to temporary use approval by the city commission in accordance with the procedure provided in this section.
- (F) Notwithstanding the above standards and regulations, properties which are zoned PMUD or properties subject to a Florida pari-mutuel license and a development agreement with the city, may exceed the maximum limit of four (4) times per calendar year for recurring events or uses, subject to administrative review and approval by the parks and recreation director. Applications for recurring

City Row
City owned
PMUD

ORDINANCE NO. 2016-006

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE TEXT AMENDMENT (TX-136-15) REQUEST MADE BY MATTHEW SCOTT, TRIPP SCOTT, P.A., REPRESENTING PARK 'N GO OF FORT LAUDERDALE, LLC; PROVIDING FOR AN AMENDMENT OF ARTICLE 115, ENTITLED "INDUSTRIAL DISTRICTS: PERMITTED, PROHIBITED, SPECIAL EXCEPTION USES AND CONDITIONS OF USE" OF CHAPTER 28, "LAND DEVELOPMENT CODE" OF THE CITY CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, Objective V of the Future Land Use Element of the City of Dania Beach Comprehensive Plan provides that the City of Dania Beach will maintain land development regulations and zoning regulations to implement the City's Comprehensive Plan; and

WHEREAS, Matthew Scott, Tripp Scott, P.A. representing Park 'N Go of Fort Lauderdale, LLC, is requesting to amend Article 115 of the City's Land Development Code in order to create Section 115-50 entitled "Condition of Use"; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, has reviewed this Ordinance, and has determined that it is consistent with the City's Comprehensive Plan; and

WHEREAS, pursuant to Section 610-20 of the Land Development Code, and Section 166.041 (c)(2), Florida Statutes, notice has been given by publication in a newspaper of general circulation in the City, notifying the public of this proposed Ordinance and of the time and dates of the required public hearings; and

WHEREAS, two (2) public hearings were held before the City Commission pursuant to the published notice described above; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives, and policies of the City's Comprehensive Plan;

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

affect the validity of the remaining portions of this Ordinance.

Section 4. All ordinances of the City of Dania Beach in conflict with any provisions of this Ordinance are repealed to the extent of such conflict.

Section 5. That this Ordinance shall be effective immediately upon passage and adoption on second reading.

PASSED on first reading on March 8, 2016.

PASSED AND ADOPTED on second reading on March 22, 2016.

ATTEST:

LOUISE STILSON, CMC
CITY CLERK

MARCO A. SALVINO, SR.
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☒ Other: Text Amendment

Date Rec'd: _____

Petition No.: TX-48-18

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: City Wide

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (circle one) City of Dania Beach

Address of Applicant: 100 W. Dania Beach Blvd.

Business Telephone: 924-6805 Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: _____

Address of Property Owner: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text Amendments

For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture?

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: _____
(Owner / Agent signature*)

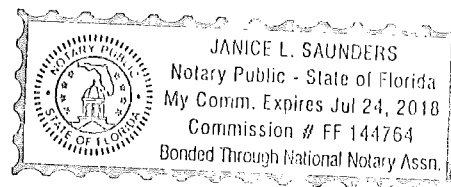
BEFORE ME THIS _____ DAY OF _____, 20_____

By:

(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Jan Saunders
(Signature of Notary Public – State of FL)



Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 8, ENTITLED “BUILDINGS,” ARTICLE I “IN GENERAL,” SECTION 8-7 “FENCING REQUIREMENTS FOR COMMERCIAL PROPERTIES UNDER CONSTRUCTION”

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Text Amendment Construction fence staff report, O-2018- Amending Section 8-7 Construction Fencing, TA Construction fence app & backup OPT



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: August 28, 2018

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director *[Signature]*

FROM: Corinne Lajoie, AICP, Planning and Zoning Manager, LEED G.A. *[Signature]*

SUBJECT: **TX-63-18:** The applicant, City of Dania Beach, is requesting several zoning text amendments to the City's Unified Land Development Code, known as OneCode (FIRST READING).

**REQUEST
TEXT AMENDMENT**

To amend the requirements of construction fence screening.

On September 14, 2010, the City Commission approved the City's new Land Development Code (LDC) referred to as OneCode. As staff continues to use the new regulations, scrivener's errors, inaccuracies and vague, imprecise or ambiguous language continues to emerge, some of which staff is proposing to address at this time. In addition, over time any set of regulations becomes antiquated unless periodically updated.

CONSTRUCTION FENCING

This amendment will change the construction fence screening requirements as identified below:

- Reduces project rendering and information coverage from 100% to a minimum of 75% of the fence along ROW for arterial/state roads.
- Requires a minimum 25% coverage for project rendering and information on the fence along local roads.
- Eliminates names of the project team members and companies such as the architect, planner or manager, and lending institution from required information and make it optional.
- Adds project rendering, and project website to the list of required information.
- Allows the city logo to be included in the screening graphics if approved by the City Commission.

These changes are at the request of the development community and CRA. This application requires two (2) public hearings by the City Commission.

CITY COMMISSION ACTION

Approve ordinance.

ORDINANCE NO. 2018-019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 8, ENTITLED "BUILDINGS," ARTICLE I "IN GENERAL," SECTION 8-7 "FENCING REQUIREMENTS FOR COMMERCIAL PROPERTIES UNDER CONSTRUCTION"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the City Commission of the City of Dania Beach ("City Commission") finds it periodically necessary to amend its Code of Ordinances (the "City Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, commercial properties under construction are required to provide security fencing pursuant to the City Code of Ordinances (the "City Code") and the Florida Building Code; and

WHEREAS, security fencing during construction will help prevent nuisance conditions and ensure a safe environment in case of emergencies; and

WHEREAS, the City Commission finds it necessary to set forth the conditions under which construction security fencing may be placed on private property and to provide minimum standards as to how they are installed and maintained; and

WHEREAS, City staff recommends approval of the proposed changes; and

WHEREAS, two (2) public hearings were held before the City Commission in accordance with Florida Statutes; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the City;

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

Section 1. That the preceding “Whereas” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Chapter 8, “Buildings,” Article I “In General,” Section 8-7 “Fencing requirements for commercial properties under construction” of the City Code of Ordinances is amended to read as follows:

Chapter 13 – Buildings

ARTICLE I. – In General

. . .

Sec. 8-7. – Fencing requirements for commercial properties under construction.

Where commercial properties under construction are required to provide security fencing pursuant to the City Code or the Florida Building Code, the following requirements shall be met, in addition to all requirements of the Florida Building Code:

- (1) All construction site fencing shall be maintained in a satisfactory manner by the permittee or landowner during the entire period of the construction to ensure adequate performance, to prevent nuisance conditions, and to maintain the public health, safety and welfare; and
- (2) Gates shall be secured and locked with a lock substantial enough to ensure closure and security when workers are not on the job site; and
- (3) When the construction site has required construction fencing which is adjacent to any public right-of-way, the fence adjacent to ~~said~~ the right-of-way shall have a visual and dust barrier or screening of canvas or mesh fence covering. Such ~~screening~~ barrier or screen shall include:
 - a. Project renderings and other information which shall cover ~~up to~~ at least seventy-five percent (75%) of the entire length of the fence along the right-of-way of an arterial roadway or state roadway and at least twenty-five percent (25%) along local roadways, except as provided below, but shall not extend above the top of the required fence;
 - b. The canvas or mesh fence panel covering shall provide identification of the name and intended use of the project, ~~names of the project team member companies such as the architect, planner or manager, lending institution,~~ project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. Optional information may include the names of the developer, architect, engineer, lending institution and general contractor;

- c. No part of the fence covering may contain advertising or sales information;
 - d. Screen graphics can be permitted and installed after a permit application for site construction has been submitted, but must be installed no later than issuance of the permit for site construction;
 - e. All screening shall be maintained in good condition and shall be maintained in a taut condition throughout the allotted permit time. The barrier or screening must be kept secure from any wind ~~action~~damage, free of rips, ~~and~~ tears and discoloration;
 - f. The City logo may be included in the barrier or screening graphics as approved by the City Commission.
- (4) All wind barrier or screening and fence covering materials shall be removed upon the issuance of a hurricane warning applicable to the city. A barrier or ~~S~~screening materials shall be reinstalled not more than ten (10) days after the hurricane threat has ended.
- (5) The fence and required coverings shall be installed no later than at the time of issuance of a building permit and shall be removed when a certificate of occupancy is received.

...

Section 3. 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 4. 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 5. That this Ordinance shall take effect immediately upon City Commission adoption.

PASSED on first reading on August 28, 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

Lajoie, Corinne

From: Lajoie, Corinne
Sent: Tuesday, July 17, 2018 3:50 PM
To: Williams, Rickelle
Cc: LaFerrier, Marc
Subject: construction fence amendment
Attachments: Construction fence FIX.doc

Please see the attached amendments to the existing regulations.
Please review and comment.
Thank you.



DANIA BEACH
SEA IT LIVE IT LOVE IT

Corinne Lajoie
Planning & Zoning Manager | City of Dania Beach
clajoie@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6805 ext. 3704 | **Fax:** 954-922-2687

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. Access to this email by anyone else is unauthorized. If you are not the intended recipient, any interception, copying, distribution, disclosure or use of this transmission or any information contained in it is strictly prohibited, and may be subject to criminal and civil penalties.

Sec. 8-7. - Fencing requirements for commercial properties under construction.

Where commercial properties under construction are required to provide security fencing pursuant to the City Code or the Florida Building Code, the following requirements shall be met, in addition to all requirements of the Florida Building Code:

- (1) All construction site fencing shall be maintained in a satisfactory manner by the permittee or landowner during the entire period of the construction to ensure adequate performance, to prevent nuisance conditions, and to maintain the public health, safety and welfare; and
- (2) Gates shall be secured and locked with a lock substantial enough to ensure closure and security when workers are not on the job site; and
- (3) When the construction site has required construction fencing which is adjacent to public right-of-way, the fence adjacent to said right-of-way shall have a visual/dust barrier of canvas or mesh fence covering. Such screening shall include:
 - a. Project renderings and other information which shall cover up to at least seventy-five percent (75%) of the entire length of the fence along the right-of-way of an arterial roadway or state roadway and at least twenty-five percent (25%) along local roadways, except as provided below, but shall not extend above the required fence;
 - b. The canvas or mesh fence panel covering shall provide identification of the name and intended use of the project, ~~names of the project team member companies such as the architect, planner or manager, lending institution, project rendering, and owner or agent,~~ the telephone number for the owner or agent, and the name and emergency contact phone number of the general contractor. Optional information may include the names of the developer, architect, engineer, lending institution, and general contractor; *project website address,*
 - c. No part of the fence covering may contain advertising or sales information;
 - d. Screen graphics can be permitted and installed after a permit application for site construction has been submitted, but must be installed no later than issuance of the permit for site construction;
 - e. All screening shall be maintained in good condition and taut throughout the allotted permit time. The screening must be kept secure from any wind action, free of rips and tears;
 - f. The City logo may be included in the screening graphics as approved by the City Commission.
- (4) ~~All wind screening and fence covering materials shall be removed upon the issuance of a hurricane warning applicable to the city. Screening materials shall be reinstalled not more than ten (10) days after the hurricane threat has ended.~~
- (5) The fence and required coverings shall be installed no later than at the time of issuance of a building permit and shall be removed when a certificate of occupancy is received.

(Ord. No. 2017-027, § 2, 9-12-17)

*Add to DRC Comments.
Send to Rick.*

Sec. 8-7. - Fencing requirements for commercial properties under construction.

Where commercial properties under construction are required to provide security fencing pursuant to the City Code or the Florida Building Code, the following requirements shall be met, in addition to all requirements of the Florida Building Code:

- (1) All construction site fencing shall be maintained in a satisfactory manner by the permittee or landowner during the entire period of the construction to ensure adequate performance, to prevent nuisance conditions, and to maintain the public health, safety and welfare; and *and other information*
- (2) Gates shall be secured and locked with a lock substantial enough to ensure closure and security when workers are not on the job site; and
- (3) When the construction site has required construction fencing which is adjacent to public right-of-way, the fence adjacent to said right-of-way shall have a visual/dust barrier of canvas or mesh fence covering. Such screening shall include:
 - a. Project renderings *at least 75% or 75%* which shall cover ~~up to~~ the entire length of the fence along the right-of-way, except as provided below, but shall not extend above the required fence; *of an arterial roadway or state Right of Way Roadway (ROW)*
 - b. The canvas or mesh fence panel covering shall provide identification of the name and intended use of the project, ~~names of the project team member companies such as the architect, planner or manager, lending institution, and owner or agent,~~ the telephone number for the owner or agent, and the name and emergency contact phone number of the general contractor; *project rendering,*
 - c. No part of the fence covering may contain advertising or sales information;
 - d. Screen graphics can be permitted and installed after a permit application for site construction has been submitted, but must be installed no later than issuance of the permit for site construction;
 - e. All screening shall be maintained in good condition and taut throughout the allotted permit time. The screening must be kept secure from any wind action, free of rips and tears.
- (4) All wind screening and fence covering materials shall be removed upon the issuance of a hurricane warning applicable to the city. Screening materials shall be reinstalled not more than ten (10) days after the hurricane threat has ended.
- (5) The fence and required coverings shall be installed no later than at the time of issuance of a building permit and shall be removed when a certificate of occupancy is received.

(Ord. No. 2017-027, § 2, 9-12-17)

f. The City logo may be included in the screening graphics as approved by the City Commission.

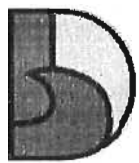
Lajoie, Corinne

From: LaFerrier, Marc
Sent: Wednesday, June 20, 2018 5:06 PM
To: Donnelly, Colin; Williams, Rickelle
Cc: Lajoie, Corinne
Subject: RE: Construction Fence regulations

And we will make the amendment retro to the adoption date of the original ordinance.

Corinne: Please add a code amendment reoccurring Special Events to his ord.

Thanks



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Marc LaFerrier, AICP
Community Development Director | City of Dania Beach
mferrier@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6805 ext. 3643 | **Fax:** 954-922-2687

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. Access to this email by anyone else is unauthorized. If you are not the intended recipient, any interception, copying, distribution, disclosure or use of this transmission or any information contained in it is strictly prohibited, and may be subject to criminal and civil penalties.

From: LaFerrier, Marc
Sent: Wednesday, June 20, 2018 4:16 PM
To: Donnelly, Colin; Williams, Rickelle
Cc: Lajoie, Corinne
Subject: Construction Fence regulations

Our City Code requires that approved development sites include a construction fence with certain information and illustrations of the development (graphics) displayed on the fence screen along the roadways. Implementation of this requirement has been mixed.

Now that we have had an opportunity to implement the regs and talk with the developers we recognize that we will need to amend the regs so they are more applicable. I can prepare a Code amendment for the July PZ and CC meetings.

The amended Ord. would provide for i.e.:

Approval to use the City logo with City Commission site plan approval

Less required info and additional info as optional,

Reduced graphic coverage on non-arterial roadways and on long street frontages



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: _____

Petition No.: TX-62-18

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application.

For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: City Wide

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (circle one) City of Dania Beach

Address of Applicant: 100 W. Dania Beach Blvd

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: _____

Address of Property Owner: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Text Amendment to Construction Fence

For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture?

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: 
(Owner / Agent signature*)

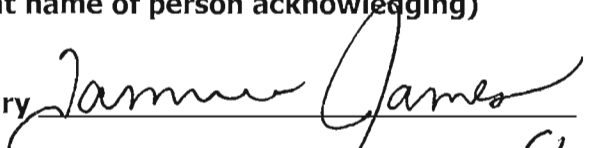
BEFORE ME THIS 17 DAY OF 07, 20 18

By:

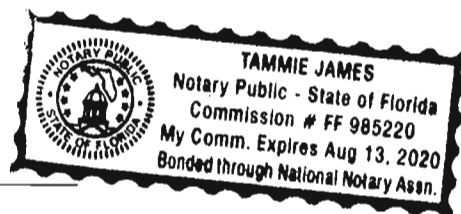
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary



(Signature of Notary Public – State of FL)



Personally known _____ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE SITE PLAN (SP-028-18) AND VARIANCES (VA-60-18, VA-61-18) SUBMITTED BY 811 LLC, A FLORIDA LIMITED LIABILITY COMPANY FOR 3899 RAVENSWOOD ROAD IDENTIFIED UNDER PROPERTY IDENTIFICATION NUMBER 5042 29 09 0350 AND LOCATED IN THE CITY OF DANIA BEACH, FLORIDA AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

811 Staff report OPT, R-2018- 811, LLC Office & Storage Site Plan (SP-028-18) and Variances (VA-60-18 VA-61-18), 811 Storage Plans Opt, 811 applications and backup OPT



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: August 28, 2018

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Director 

FROM: Corinne Lajoie, AICP, Planning and Zoning Manager, LEED G.A. 

SUBJECT: **VA-60-18/VA-61-18/SP-28-18:** The applicant, 811 LLC and Abdias Dalisma with Landscape Architect Consultant, INC., on behalf of the property owner Ray Parker, is requesting variances and site plan approval for the property located at 3899 Ravenswood Road.

**REQUEST
VARIANCES**

1. To allow one (1) category one tree in terminal landscape peninsula, the Land Development Code (LDC) requires a minimum of two (2) trees; per Section 275-100.
2. To allow one (1) palm tree in terminal landscape peninsula, the LDC requires a minimum of two (2) Category one trees; per Section 275-100.
3. To allow thirteen (13) shade/canopy trees, the LDC requires a minimum of fifty-one (51) trees, per Section 275-190.
4. To allow thirty-two (32) intermediate trees, the LDC requires a minimum of thirty-eight (38) trees; per Section 275-190.
5. To allow the planting of fourteen (14) small trees, the LDC allows a maximum of twelve (12) trees; per Section 275-190.
6. To allow fifteen palm trees, the LDC requires a minimum of twenty-five (25) palms; per Section 275-190.

SITE PLAN

To allow the construction of a 9,940 square foot warehouse building and associated outdoor storage.

PROPERTY INFORMATION

ZONING DESIGNATION:	Industrial, Research, Office, Marine (IROM)
LAND USE DESIGNATION:	Industrial

VIOLATIONS

There are no open code violations on this property.

PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the Land Development Code (LDC.)

The subject property is located on the northwest corner of Ravenswood Road and SW 39 Street. The applicant is requesting to construct a warehouse/office building with associated outdoor storage for a roadway construction company.

VARIANCES

1. To allow one (1) category one tree in terminal landscape peninsula, the Land Development Code (LDC) requires a minimum of two (2) trees; per Section 275-100.
2. To allow one (1) palm tree in terminal landscape peninsula, the LDC requires a minimum of two (2) Category one trees; per Section 275-100.
3. To allow thirteen (13) shade/canopy trees, the LDC requires a minimum of fifty-one (51) trees, per Section 275-190.
4. To allow thirty-two (32) intermediate trees, the LDC requires a minimum of thirty-eight (38) trees; per Section 275-190.
5. To allow the planting of fourteen (14) small trees, the LDC allows a maximum of twelve (12) trees; per Section 275-190.
6. To allow fifteen palm trees, the LDC requires a minimum of twenty-five (25) palms; per Section 275-190.

Section 625 of the City's LDC states, the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 625-40, which are identified below.

- (1) "That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city."
- (2) "That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community."
- (3) "That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city."
- (4) "That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome."

6. Obtain/provide a variance for each of the deficiencies identified in the landscape code table on Sheet LP-1. It is understood variances are being requested for terminal island dimensions/plantings and smaller perimeter and VUA buffer plantings due to OHW's. Please provide a status update regarding these variance requests (Landscaping).
7. The developer/property owner shall prove a recorded easement for a public sidewalk, the cost of construction and maintenance of which shall be shouldered by the property owner in perpetuity prior to issuance of a building permit, per City's Code of Ordinances (Engineering).
8. Identify Property/ROW lines and dimensions on the East side of the Project/Property along Anglers Avenue Ravenswood Road (Engineering).
9. Show Base Building Line -BBL- Right of Way -ROW and CENTER- lines and Property Lines (PL) on civil/Site plan(s) (Engineering).
10. Show sight-visibility triangle at all proposed driveways and/or ingress-egress, including on landscaping plan. Eight feet (8') might be blocking sight-visibility (Engineering).
11. Identify pavement and width of driveways on Central and West of Paved Outdoors store areas (Engineering).
12. Identify Driveway from/to Anglers Avenue-Ravenswood Road (Engineering).
13. Show Base Building Line – BBL- Right of Way –ROW- lines and Property (PL) and Center (CL) Lines (PL) on civil/Site plan(s) (Engineering).
14. Provide copies of approved permits from FDOT, City of Dania Beach, Broward County and others for driveway(s) connections (If applicable) (Engineering).
15. Show sight distance analysis using FDOT index No.546 at all proposed driveways not just on SW 39th Ave (Engineering).
16. Verify construction of Sidewalk on driveways (Ingress/Egress) and approval by public Works – City Engineer (Engineering).
17. Any road cuts for utilities, curb cuts and/or others with the City ROW shall be restored to full lane width for 50' minimum length centered on the proposed cut (Engineering).
18. Provide Maintenance of Traffic (MOT) Plan by a licensed Professional Engineer in the State of Florida (If applicable) (Engineering).
19. In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the road ROW when buildings are constructed or substantially improved (Engineering).

20. Provide survey with existing elevation(s), particularly at the point of connection with SW 38th & 39th Streets - SW 22nd Terrace and Anglers Avenue - Ravenswood Road. (Engineering)
21. Show on survey ROW existing / proposed dedication(s) (Engineering).
22. Paving, Grading and Drainage Plan(s), including the sizes and dimensions of all storm-water infrastructures. Please be advised that all storm drains shall be constructed with RCP piping in the City ROW. Provide Drainage Structures Tables (Engineering).
23. Provide drainage calculations and geotechnical information supporting the proposed drainage design (Engineering).
24. Provide a copy of pre and post development storm-water management and drainage calculations. The City specifically needs the following information: 10-year, 25-year, and 100-year 24-hour and 72-hour flood stage elevations (Engineering).
25. Provide an on-site drainage system – plan- along with storm-water management calculations (signed and sealed by a registered professional engineer). The calculations shall show how the minimum road crown and finished floor elevations are met, and how the 25-year, 3 day storm event is maintained onsite with zero discharge to the ROW and adjacent properties. The site must store at least the 25-year, 3 day event onsite with NO EXCEPTIONS (Engineering).
26. Proposed grading and drainage plan shall be based on the storm-water management calculations. Identify minimum elevations from drainage calculations (Engineering).
27. Storm-water quality design shall be provided in the amount of 2.5 inches times the percent impervious or the first 1 inch of rainfall over the entire site whichever is greater (Engineering).
28. Be advised that the applicant shall not be authorized to connect the on-site drainage system to those within the public ROW of FDOT, BCHCED, and/or the City. Provide authorization as appropriate from FDOT, BCHCED, and/or the City for the existing and proposed connections between the on-site drainage system and public ROW (Engineering).
29. Provide location of building roof drains, and their proposed connection(s) to the on-site drainage system (If Applicable) (Engineering).
30. Drainage shall adequate to protect rooms in new structures designed for occupancy from the 100-Year flood based on FEMA. Show and identify in drainage calculations the elevation (Engineering).
31. Water and Sewer –Utilities- Plan, including any existing water main, force mains, gravity, mains, etc. (Show all material & pipe sizes on the plan). Please be advised

that all water-main shall be constructed with DIP piping in the City ROW (Engineering).

32. Provide a proposed water and sewer – utilities – plan, indicating all water and sewer appurtenances including but not limited to point of connection to the existing system, cleanout, water meter, check valve, etc. (Engineering).
33. Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines (Engineering).
34. In compliance with Article 805. CONCURRENCY OF DETERMINATIONS of the City Code of Ordinances, applicants shall provide projected water demand, sewage and solid waste generation amounts in tabular format – utilities – plan. Please provide calculations to support tabular projected generation amounts (Engineering).
35. Meet with Public Services, separately, to discuss water and sewer connections. Request meeting through the City Engineer (Engineer).
36. Backflow preventers will not encroach on sidewalks (If applicable) (Engineering).
37. Show also all existing and proposed utilities on the landscaping plans for potential Conflicts (Engineering).
38. Provide water details 228 & 231 (Engineering).
39. Provide a Pavement, Marking and Signage Plan with details (Engineering).
40. Add signage to the road marking plan (Engineering).
41. In Signage and marking plan, include the radii and all landscaping and pavement areas (Engineering).
42. Erosion and Sediment Control Plan shall be reviewed for the drainage impacts to adjacent properties, surrounding ROW, storm-water facilities, and neighboring water bodies (Engineering).
43. Provide silt fence applications, bales backed by fence, protection around inlets or similar structures, barrier for fill slope, barrier for paved and unpaved ditches details (As applicable) (Engineering).
44. Use recommended spacing for Type I and Type II Hay bale barriers, and type III silt fences, from chart FDOT state drainage manual (Engineering).
45. Provide detail of erosion protection to inlet/catch basin structures (Engineering).
46. Provide support data that this site meets the fire hydrant locations and distribution as per the National Fire Preventions Association (NFPA) Codes and Standards. Clearly show all existing and proposed fire hydrants and 500-foot radius of

coverage area. In addition, please note that a fire hydrant shall be installed within 100 feet of the Fire Department Connection (Engineering).

47. Provide ADA parking, access / driveway, and sidewalks /ramps in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and in accordance with Americans with Disability Act (ADA). Be advised that ADA van accessibility for structured parking garages (including automated parking) shall be provided as appropriate and consider the taller specialized ADA vehicles (Engineering).
48. Provide dedicated fire service connection (not combined with domestic water service connection, per the National Fire Preventions Association (NFPA) guidelines, for the proposed development. Provide Fire Department conceptual approval (Engineering).
49. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal (Engineering).
50. Provide regulatory agencies' approval documentation (as applicable) as part of the final submittal (Broward County Surface Water License, Broward County Health Department Permit, etc.) (Engineering).
51. Contractor shall provide, before issuance of C.O., to the Engineer and City of Dania Beach "As-Builts" of the project giving horizontal and vertical dimensions of connections signed and sealed by a registered surveyor (Engineering).
52. The proximity to the airport will be required BCAD review and approval. Contact William Castillo, Airport Planner with Broward County Aviation Department, located at 2200 SW 45 Street, Suite 101, Dania Beach, FL 33315, (954) 359-6100 (Planning).
53. Per O-2017-027, commercial properties under construction are required to provide security to fencing with screening showing project rendering when adjacent to ROW. Provide screen detail with next submittal (Planning).
54. Identify dimension of Ravenswood Road right of way on survey.

CITY COMMISSION ACTION

Approve the resolution with all outstanding DRC comments as conditions of approval.

RESOLUTION NO. 2018-114

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-028-18) AND VARIANCES (VA-60-18, VA-61-18) SUBMITTED BY 811 LLC, A FLORIDA LIMITED LIABILITY COMPANY FOR 3899 RAVENSWOOD ROAD IDENTIFIED UNDER PROPERTY IDENTIFICATION NUMBER 5042 29 09 0350 AND LOCATED IN THE CITY OF DANIA BEACH, FLORIDA AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Code of Ordinances, Chapter 28, entitled "Land Development Code" (the "LDC"), of Part 6, entitled "Development Review Procedures and Requirements", Article 635, entitled "Site Plans", states that site plan approval is required as a condition to the issuance of a building permit; and

WHEREAS, 811 LLC ("Applicant") is requesting Site Plan (SP-028-18) approval to permit the development of a 9,940 square foot warehouse building and covered area located at 3899 Ravenswood Road (the "Property") as legally described in Exhibit "A"; and

WHEREAS, Chapter 28, Part 6 of the LDC, Article 625 "Variances", Section 625-40, entitled "Variance Review Criteria; City Action", states that the City Commission may grant a variance based on its determination that the Applicant has demonstrated that the necessary criteria identified in the LDC have been satisfied; and

WHEREAS, the Applicant has requested a Variance to permit one (1) category one tree in terminal landscape peninsulas (VA-60-18), where the LDC requires a minimum of two (2) trees pursuant to Section 275-100;

WHEREAS, the Applicant has requested a Variance (VA-60-18) to permit a **TERMINAL LANDSCAPE PENINSULA** with palm trees , due to the location of overhead utilities and easements, where the LDC requires a minimum of two (2) category one trees pursuant to Section 275-100;

WHEREAS, the Applicant has requested a Variance (VA-61-18) to permit thirteen (13) shade/canopy trees, where the LDC requires fifty-one (51) trees pursuant to Section 275-190.

WHEREAS, the Applicant has requested a Variance (VA-61-18) to permit thirty-two (32) intermediate trees, where the LDC requires thirty-eight (38) trees pursuant to Section 275-190.

WHEREAS, the Applicant has requested a Variance (VA-61-18) to permit fourteen (14) small trees, where the LDC allows a maximum of twelve (12) trees pursuant to Section 275-190.

WHEREAS, the Applicant has requested a Variance (VA-61-18) to permit fifteen (15) palm trees, where the LDC requires twenty-five (25) trees pursuant to Section 275-190.

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the approval of the proposed Site Plan (SP-028-18) and Variances (VA-60-18, VA-61-18) will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan.

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 reference.

Section 2. That pursuant to Chapter 28, “Land Development Code”, Part 6 “Development Review Procedures and Requirements,” Article 635 “Site Plan,” the following Site Plan (SP-028-18), attached as Exhibit “B” which is made a part of and incorporated into this Resolution by reference is approved.

Section 3. That pursuant to Chapter 28, “Land Development Code”, Part 6 “Development Review Procedures and Requirements,” Article 625 “Variances,” the following Variance applications (VA-60-18, VA-61-18) are approved consistent with the Site Plan provided in Exhibit “B”.

Section 4. That the approvals granted by this Resolution are subject to the Applicant’s compliance with the following conditions:

1. Minimum Radio Signal Strength for Fire Department Communications – See details on the next page (Fire).

2. Thank you for providing an updated tree survey table on sheet TS-1. Please update the invasive status and canopy mitigation requirement for the Norfolk Pine (tree #12) which is not listed as a Category I or II invasive per FLEPPS, and replace the existing TS-1 table with the table from the arborist report which includes specimen tree appraisal values (Landscaping).
3. In the Tree Survey table, show the replacement canopy required in square feet (2475.41 s.f.) as well as the number of replacement trees. Be advised that tree trust fund canopy mitigation may need to be recalculated using Category 1B tree canopy (300 sq. ft.) due to available inventory (Landscaping).
4. South perimeter tree requirements need to be evaluated using 275-90 only if the internal site usage (equipment storage) is considered VUA, and per 275-120 for perimeter buffer requirements associated with commercial industrial properties not adjacent to residential. Please re-evaluate your proposed buffering and update the data table and calculations accordingly as needed (Landscaping).
5. Update the data table per 275-90 to show that the shade tree percentage is a “minimum” requirement, while the remaining small tree and palm requirements are maximum percentages. Uses these calculations in your final variance request(s) (Landscaping).
6. Obtain/provide a variance for each of the deficiencies identified in the landscape code table on Sheet LP-1. It is understood variances are being requested for terminal island dimensions/plantings and smaller perimeter and VUA buffer plantings due to OHW's. Please provide a status update regarding these variance requests (Landscaping).
7. The developer/property owner shall prove a recorded easement for a public sidewalk, the cost of construction and maintenance of which shall be shouldered by the property owner in perpetuity prior to issuance of a building permit, per City's Code of Ordinances (Engineering).
8. Identify Property/ROW lines and dimensions on the East side of the Project/Property along Anglers Avenue Ravenswood Road (Engineering).
9. Show Base Building Line -BBL- Right of Way –ROW and CENTER- lines and Property Lines (PL) on civil/Site plan(s) (Engineering).
10. Show sight-visibility triangle at all proposed driveways and/or ingress-egress, including on landscaping plan. Eight feet (8') might be blocking sight-visibility (Engineering).
11. Identify pavement and width of driveways on Central and West of Paved Outdoors store areas (Engineering).
12. Identify Driveway from/to Anglers Avenue-Ravenswood Road (Engineering).

13. Show Base Building Line – BBL- Right of Way –ROW- lines and Property (PL) and Center (CL) Lines (PL) on civil/Site plan(s) (Engineering).
14. Provide copies of approved permits from FDOT, City of Dania Beach, Broward County and others for driveway(s) connections (If applicable) (Engineering).
15. Show sight distance analysis using FDOT index No.546 at all proposed driveways not just on SW 39th Ave (Engineering).
16. Verify construction of Sidewalk on driveways (Ingress/Egress) and approval by public Works – City Engineer (Engineering).
17. Any road cuts for utilities, curb cuts and/or others with the City ROW shall be restored to full lane width for 50' minimum length centered on the proposed cut (Engineering).
18. Provide Maintenance of Traffic (MOT) Plan by a licensed Professional Engineer in the State of Florida (If applicable) (Engineering).
19. In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the road ROW when buildings are constructed or substantially improved (Engineering).
20. Provide survey with existing elevation(s), particularly at the point of connection with SW 38th & 39th Streets - SW 22nd Terrace and Anglers Avenue - Ravenswood Road. (Engineering)
21. Show on survey ROW existing / proposed dedication(s) (Engineering).
22. Paving, Grading and Drainage Plan(s), including the sizes and dimensions of all storm-water infrastructures. Please be advised that all storm drains shall be constructed with RCP piping in the City ROW. Provide Drainage Structures Tables (Engineering).
23. Provide drainage calculations and geotechnical information supporting the proposed drainage design (Engineering).
24. Provide a copy of pre and post development storm-water management and drainage calculations. The City specifically needs the following information: 10-year, 25-year, and 100-year 24-hour and 72-hour flood stage elevations (Engineering).
25. Provide an on-site drainage system – plan- along with storm-water management calculations (signed and sealed by a registered professional engineer). The calculations shall show how the minimum road crown and finished floor elevations are met, and how the 25-year, 3 day storm event is maintained onsite with zero discharge to the ROW and adjacent properties. The site must store at least the 25-year, 3 day event onsite with NO EXCEPTIONS (Engineering).

26. Proposed grading and drainage plan shall be based on the storm-water management calculations. Identify minimum elevations from drainage calculations (Engineering).
27. Storm-water quality design shall be provided in the amount of 2.5 inches times the percent impervious or the first 1 inch of rainfall over the entire site whichever is greater (Engineering).
28. Be advised that the applicant shall not be authorized to connect the on-site drainage system to those within the public ROW of FDOT, BCHCED, and/or the City. Provide authorization as appropriate from FDOT, BCHCED, and/or the City for the existing and proposed connections between the on-site drainage system and public ROW (Engineering).
29. Provide location of building roof drains, and their proposed connection(s) to the on-site drainage system (If Applicable) (Engineering).
30. Drainage shall adequate to protect rooms in new structures designed for occupancy from the 100-Year flood based on FEMA. Show and identify in drainage calculations the elevation (Engineering).
31. Water and Sewer –Utilities- Plan, including any existing water main, force mains, gravity, mains, etc. (Show all material & pipe sizes on the plan). Please be advised that all water-main shall be constructed with DIP piping in the City ROW (Engineering).
32. Provide a proposed water and sewer – utilities – plan, indicating all water and sewer appurtenances including but not limited to point of connection to the existing system, cleanout, water meter, check valve, etc. (Engineering).
33. Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines (Engineering).
34. In compliance with Article 805. CONCURRENCY OF DETERMINATIONS of the City Code of Ordinances, applicants shall provide projected water demand, sewage and solid waste generation amounts in tabular format – utilities – plan. Please provide calculations to support tabular projected generation amounts (Engineering).
35. Meet with Public Services, separately, to discuss water and sewer connections. Request meeting through the City Engineer (Engineer).
36. Backflow preventers will not encroach on sidewalks (If applicable) (Engineering).
37. Show also all existing and proposed utilities on the landscaping plans for potential Conflicts (Engineering).
38. Provide water details 228 & 231 (Engineering).

39. Provide a Pavement, Marking and Signage Plan with details (Engineering).
40. Add signage to the road marking plan (Engineering).
41. In Signage and marking plan, include the radii and all landscaping and pavement areas (Engineering).
42. Erosion and Sediment Control Plan shall be reviewed for the drainage impacts to adjacent properties, surrounding ROW, storm-water facilities, and neighboring water bodies (Engineering).
43. Provide silt fence applications, bales backed by fence, protection around inlets or similar structures, barrier for fill slope, barrier for paved and unpaved ditches details (As applicable) (Engineering).
44. Use recommended spacing for Type I and Type II Hay bale barriers, and type III silt fences, from chart FDOT state drainage manual (Engineering).
45. Provide detail of erosion protection to inlet/catch basin structures (Engineering).
46. Provide support data that this site meets the fire hydrant locations and distribution as per the National Fire Preventions Association (NFPA) Codes and Standards. Clearly show all existing and proposed fire hydrants and 500-foot radius of coverage area. In addition, please note that a fire hydrant shall be installed within 100 feet of the Fire Department Connection (Engineering).
47. Provide ADA parking, access / driveway, and sidewalks /ramps in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and in accordance with Americans with Disability Act (ADA). Be advised that ADA van accessibility for structured parking garages (including automated parking) shall be provided as appropriate and consider the taller specialized ADA vehicles (Engineering).
48. Provide dedicated fire service connection (not combined with domestic water service connection, per the National Fire Preventions Association (NFPA) guidelines, for the proposed development. Provide Fire Department conceptual approval (Engineering).
49. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal (Engineering).
50. Provide regulatory agencies' approval documentation (as applicable) as part of the final submittal (Broward County Surface Water License, Broward County Health Department Permit, etc.) (Engineering).

51. Contractor shall provide, before issuance of C.O., to the Engineer and City of Dania Beach “As-Builts” of the project giving horizontal and vertical dimensions of connections signed and sealed by a registered surveyor (Engineering).
52. The proximity to the airport will be required BCAD review and approval. Contact William Castillo, Airport Planner with Broward County Aviation Department, located at 2200 SW 45 Street, Suite 101, Dania Beach, FL 33315, (954) 359-6100 (Planning).
53. Per O-2017-027, commercial properties under construction are required to provide security to fencing with screening showing project rendering when adjacent to ROW. Provide screen detail with next submittal (Planning).
54. Identify dimension of Ravenswood Road right of way on survey.

Section 5. That such application must be reviewed by Broward County Aviation Department. The point of contact is William Castillo, Airport Planner located at 220 S.W. 45 Street, Suite 101, Dania Beach, Florida, 33312, (954) 359-6100.

Section 6. That pursuant to LDC Section 635-100 “Expiration of Site Plans” and Section 625-50 “Expiration of Variances,” the Site Plan (SP-028-18) and Variances (VA-60-18, VA-61-18) approvals shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings for the improvements shown on the Site Plan, within eighteen (18) months from the date of this Resolution.

Section 7. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

Section 8. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 9. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on August 28, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Exhibit "A"
Legal Description

PARCEL NO. 1119

All of the following described parcel of land together with the airspace above said parcel, lying below a horizontal plane, having an elevation of 36.5 feet (NAVD 88), said parcel being described as follows:

The South one-half of the West one-half of Lot 7, Block 2, together with the East one-half of Lot 7, Block 2, of WILMA MANORS, according to the Plat thereof, as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida.

AND

All of the airspace lying above and continuing upward, above a horizontal plane having an elevation of 36.5 feet (NAVD 88), said horizontal plane and airspace being situate above the following described parcel of land:

The South one-half of the West one-half of Lot 7, Block 2, together with the East one-half of Lot 7, Block 2, of WILMA MANORS, according to the Plat thereof, as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida.

Said land situate within the City of Dania Beach, Broward County, Florida.

PARCEL NO. 1118

All of the following described parcel of land together with the airspace above said parcel, lying below a horizontal plane, having an elevation of 38.0 feet (NAVD 88), said parcel being described as follows:

The North one-half of the West one-half of Lot 7, Block 2, of WILMA MANORS, according to the Plat thereof, as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida.

AND

All of the airspace lying above and continuing upward, above a horizontal plane having an elevation of 38.0 feet (NAVD 88), said horizontal plane and airspace being situate above the following described parcel of land:

The North one-half of the West one-half of Lot 7, Block 2, of WILMA MANORS, according to the Plat thereof, as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida.

Said land situate within the City of Dania Beach, Broward County, Florida.

PARCEL NO. 1121

All of the following described parcel of land together with the airspace above said parcel, lying below a horizontal plane, having an elevation of 33.7 feet (NAVD 88), said parcel being described as follows:

Lot 8, and Lot 9 Less the East 10 feet thereof, Block 2, WILMA MANORS, according to the Plat thereof as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida.

AND

All of the airspace lying above and continuing upward, above a horizontal plane having an elevation of 33.7 feet (NAVD 88), said horizontal plane and airspace being situate above the following described parcel of land:

Lot 8, and Lot 9 Less the East 10 feet thereof, Block 2, WILMA MANORS, according to the Plat thereof as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida.

Said land situate within the City of Dania Beach, Broward County, Florida.

PARCEL NO. 1123

All of the following described parcel of land together with all the airspace above said parcel, lying below a horizontal plane, having an elevation of 31.9 feet (NAVD 88), said parcel being described as follows:

The East 10 feet of Lot 9, together with the West one-half of Lot 10, Block 2, of WILMA MANORS, according to the Plat thereof, as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida.

AND

All of the airspace lying above and continuing upward, above a horizontal plane having an elevation of 31.9 feet (NAVD 88), said horizontal plane and airspace being situate above the following described parcel of land:

The East 10 feet of Lot 9, together with the West one-half of Lot 10, Block 2, of WILMA MANORS, according to the Plat thereof, as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida.

Said land situate within the City of Dania Beach, Broward County, Florida.

PARCEL NO. 1124

All of the following described parcel of land together with the airspace above said parcel, lying below a horizontal plane, having an elevation of 30.4 feet (NAVD 88), said parcel being described as follows:

The East one-half of Lot 10, Block 2, of WILMA MANORS, according to the Plat thereof, as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida.

AND

All of the airspace lying above and continuing upward, above a horizontal plane having an elevation of 30.4 feet (NAVD 88), said horizontal plane and airspace being situate above the following described parcel of land:

The East one-half of Lot 10, Block 2, of WILMA MANORS, according to the Plat thereof, as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida.

Said land situate within the City of Dania Beach, Broward County, Florida.

PARCEL NO. 1124.1

All of the following described parcel of land together with the airspace above said parcel, lying below a horizontal place, having an elevation of 26.8 feet (NAVD 88), said parcel being described as follows:

Lot 11, Block 2, and Lot 1, LESS the East 5 feet thereof, of WILMA MANORS, according to the Plat thereof, as recorded in Plat Book 31, at Page 4, of the Public Records of Broward County, Florida; and LESS those portions of said lots acquired and taken by the State of Florida, Department of Transportation in Broward County Circuit Court Case #85-7376.

Less and Except the following:

Those portions of Lots 1 and 11, Block 2, of Wilma Manors per plat recorded in Plat Book 31, page 4 of the Public Records of Broward County, Florida; being described as follows:

COMMENCE at the Southeast corner of the Northeast 1/4 of Section 29, Township 50 South, Range 42 East; thence along the East line of said Section North 01°26'01" West 1366.13 feet; thence South 88°31'23" West 35.00 feet to the Southeast corner of said Lot 1, and the POINT OF BEGINNING; thence along the South line of said Lot 1 South 88°31'23" West 114.83 feet to the point of beginning of a curve concave Northwesterly having a radius of 25.00 feet; thence from a tangent bearing of North 88°31'23" East run Northwesterly along said curve 46.17 feet through a central angle of 105°49'26" to a point of compound curvature; thence Northwesterly along a curve concave Westerly having a radius of 2251.83 feet a distance of 66.00 feet through a central angle of 01°40'46" to the North line of said Lot 1 and the end of said curve; thence along said North line North 88°31'30" East 109.78 feet to the Northeast corner of said Lot; thence along the East line of said Lot South 01°26'01" East 95.04 feet to the POINT OF BEGINNING, Less and Except the East 5.00 feet thereof.

And Less and Except

COMMENCE at the Southeast corner of the Northeast 1/4 of Section 29, Township 50 South, Range 42 East; thence along the East line of said Section North 01°26'01" West 1650.25 feet; thence South 88°31'42" West 35.00 feet to the Northeast corner of Lot 3 of said Block 2; thence along the North line of said Lot South 88°31'42" West 120.00 feet to the Northwest corner of said Lot; thence along the West line of Lots 3 and 2 of said Block 2 South 01°26'06" East 142.07 feet to the Northeast corner of said Lot 11 and the POINT OF BEGINNING; thence along the North line of said Lot South 88°31'33" West 5.14 feet to the beginning of a curve concave Easterly having a radius of 5769.58 feet; thence from a tangent bearing South 19°43'22" East run Southeasterly along said curve 14.58 feet through a central angle of 00°08'41" to a point of reverse curvature; thence Southeasterly

along a curve concave Westerly having a radius of 2251.83 feet a distance of 1.74 feet through a central angle of 00°02'39" to the East Line of said Lot 11 and the end of said curve; thence along said East line North 01°26'06" West 15.49 feet to the POINT OF BEGINNING.

AND

All of the airspace lying above and continuing upward, above a horizontal plane having an elevation of 26.8 feet (NAVD 88), said horizontal plane and airspace being situate above the following described parcel of land:

Lot 11, Block 2, and Lot 1, LESS the East 5 feet thereof, of WILMA MANORS, according to the Plat thereof, as recorded in Plat Book 31, at Page 4, of the Public Records of Broward County, Florida; and LESS those portions of said lots acquired and taken by the State of Florida, Department of Transportation in Broward County Circuit Court Case #85-7376.

Less and Except the following:

Those portions of Lots 1 and 11, Block 2, of Wilma Manors per plat recorded in Plat Book 31, page 4 of the Public Records of Broward County, Florida; being described as follows:

COMMENCE at the Southeast corner of the Northeast 1/4 of Section 29, Township 50 South, Range 42 East; thence along the East line of said Section North 01°26'01" West 1366.13 feet; thence South 88°31'23" West 35.00 feet to the Southeast corner of said Lot 1, and the POINT OF BEGINNING; thence along the South line of said Lot 1 South 88°31'23" West 114.83 feet to the point of beginning of a curve concave Northwesterly having a radius of 25.00 feet; thence from a tangent bearing of North 88°31'23" East run Northwesterly along said curve 46.17 feet through a central angle of 105°49'26" to a point of compound curvature; thence Northwesterly along a curve concave Westerly having a radius of 2251.83 feet a distance of 66.00 feet through a central angle of 01°40'46" to the North line of said Lot 1 and the end of said curve; thence along said North line North 88°31'30" East 109.78 feet to the Northeast corner of said Lot; thence along the East line of said Lot South 01°26'01" East 95.04 feet to the POINT OF BEGINNING, Less and Except the East 5.00 feet thereof.

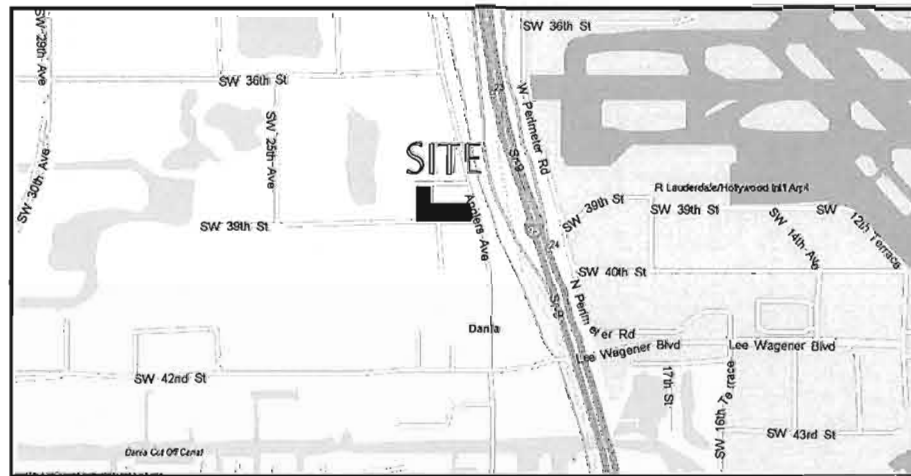
And Less and Except

COMMENCE at the Southeast corner of the Northeast 1/4 of Section 29, Township 50 South, Range 42 East; thence along the East line of said Section North 01°26'01" West 1650.25 feet; thence South 88°31'42" West 35.00 feet to the Northeast corner of Lot 3 of said Block 2; thence along the North line of said Lot South 88°31'42" West 120.00 feet to the Northwest corner of said Lot; thence along the West line of Lots 3 and 2 of said Block 2 South 01°26'06" East 142.07 feet to the Northeast corner of said Lot 11 and the POINT OF BEGINNING; thence along the North line of said Lot South 88°31'33" West 5.14 feet to the beginning of a curve concave Easterly having a radius of 5769.58 feet; thence from a tangent bearing South 19°43'22" East run Southeasterly along said curve 14.58 feet through a central angle of 00°08'41" to a point of reverse curvature; thence Southeasterly along a curve concave Westerly having a radius of 2251.83 feet a distance of 1.74 feet through a central angle of 00°02'39" to the East Line of said Lot 11 and the end of said curve; thence along said East line North 01°26'06" West 15.49 feet to the POINT OF BEGINNING.

Said land situate within the City of Dania Beach, Broward County, Florida.

**Exhibit “B”
Site Plan**

3899 RAVENSWOOD ROAD
DANIA BEACH, FLORIDA 33312



NT6



LOTS 1, 7, 8, 9, 10 AND 11, INCLUSIVE, BLOCK 2 OF "WILMA MANORS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS THAT PORTION OF LOT 1 TAKEN FOR RIGHT-OF-WAY IN BROWARD COUNTY CIRCUIT COURT CASE # 85-7376.

ROBERT SMITH, P. E.
250 S. W. 5th PLACE
POMPANO BEACH, FL 33060
954 763 4177

A-1 - FLOORPLAN
A-2 - EAST AND SOUTH ELEVATIONS
A-3 - NORTH AND WEST ELEVATIONS

△



3045 N. FEDERAL HIGHWAY
SUITE 48
FORT LAUDERDALE, FL 33308
TELEPHONE (954) 567-2062
FAX (954) 567-2063

REG. No. AA 28000661
SEAL

SITE PLAN APPLICATION: SP-028-18

PROPOSED STORAGE FACILITY for:
DIXIE SOUTHLAND CORP. / 811, LLC

3899 RAVENSWOOD ROAD
DANIA, FLORIDA

DATE 3/14/08

SCALE AS NOTED

J O B N O. 2048 03

FILE PAR NT8

SHEET NO.

CO - 1

ALTA/NSPS LAND TITLE SURVEY

NOTES :

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE CERTIFICATION SHOWN HEREON TO THE EXTENT RELATING TO THE EXISTENCE OF EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD IS BASED UPON OPINION OF TITLE PREPARED BY JOSEPH M. BALOCCO, JR., P.A. COVERING FROM THE BEGINNING TO MAY 25, 2018.
3. THIS SURVEY WAS DONE SOLELY FOR BOUNDARY PURPOSES AND DOES NOT DEPICT THE JURISDICTION OF ANY MUNICIPAL, STATE, FEDERAL OR OTHER ENTITIES.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
5. UNDERGROUND IMPROVEMENTS NOT SHOWN.
6. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV88).
7. BENCHMARK REFERENCE : BROWARD COUNTY BENCHMARK # 3668, ELEVATION = 6.57' (NAV88)
8. BEARINGS SHOWN HEREON ARE ASSUMED.
9. ZONING : IROM-AA - INDUSTRIAL
10. NO STRIPED PARKING
11. SET BACKS REQUIREMENTS:

MINIMUM FRONT SETBACK - GREATER OF 30' OR 1 X BUILDING HEIGHT
INTERIOR SIDE SETBACK - GREATER OF 20' OR 1/2 BUILDING HEIGHT
REAR SETBACK - GREATER OF 20' OR 1/2 BUILDING HEIGHT
CORNER SIDE & OTHER STREET FRONTAGE - GREATER OF 30' OR 1 X BUILDING HEIGHT
SETBACK ABUTTING RESIDENTIAL LAND USE DESIGNATION - GREATER OF 50' OR 1 X BUILDING HEIGHT

OPINION OF TITLE REVIEW

1. RESOLUTION DESIGNATING AREA OF OPERATION OF BROWARD COUNTY WATER AND SEWER SYSTEM NO. 3 BY BROWARD COUNTY, RECORDED IN OFFICIAL RECORDS BOOK 3843, PAGE 410 AND OFFICIAL RECORDS BOOK 4442, PAGE 847; CORRECTED RESOLUTIONS RECORDED IN OFFICIAL RECORDS BOOK 4563, PAGE 472 AND OFFICIAL RECORDS BOOK 4606, PAGE 45. (AFFECTS/NOT PLOTTABLE)
2. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF WILMA MANORS, RECORDED IN PLAT BOOK 31, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (AFFECTS/PLOTTED)
3. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY, RECORDED IN OFFICIAL RECORDS BOOK 13299, PAGE 117 (AFFECTS/PLOTTED)
4. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY, RECORDED IN OFFICIAL RECORDS BOOK 13299, PAGE 118 (AFFECTS/PLOTTED)
5. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY, RECORDED IN OFFICIAL RECORDS BOOK 13689, PAGE 775 (AFFECTS/PLOTTED)
6. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY, RECORDED IN OFFICIAL RECORDS BOOK 13855, PAGE 330 (AFFECTS/PLOTTED)
7. RESOLUTION NO. 2016-469 BY BROWARD COUNTY, FLORIDA RECORDED JUNE 13, 2017 IN INSTRUMENT NUMBER 114439155, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (AFFECTS/NOT PLOTTABLE)
8. RESTRICTIONS, COVENANTS, EASEMENTS AND CONDITIONS AS SET FORTH IN THE DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS RECORDED AUGUST 29, 2017 IN INSTRUMENT NUMBER 114589123, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS MAY BE SUBSEQUENTLY AMENDED. (AFFECTS/NOT PLOTTABLE)

LOCATION MAP (NTS)



SECTION 29, TOWNSHIP 50 SOUTH, RANGE 42 EAST

LEGEND:

CKD CHECKED BY
CONC CONCRETE
DWN DRAWN BY
FB/PG FIELD BOOK AND PAGE
SIR SET 5/8" IRON ROD
SNC SET NAIL AND CAP #6448
FIR FOUND IRON ROD
FIP FOUND IRON PIPE
FNC FOUND NAIL AND CAP
FND FOUND NAIL & DISC
WPP WOOD POWER POLE
P.B. PLAT BOOK
-X- CHAIN LINK (CLF)/WOOD FENCE
CBS CONCRETE BLOCK STRUCTURE
A/C AIR CONDITIONER
B.C.R. BROWARD COUNTY RECORDS
BFP BACK FLOW PREVENTER
CLP CONCRETE LIGHT POLE
4.07 ELEVATIONS
-E- OVERHEAD UTILITY LINES
PRM PERMANENT REFERENCE MONUMENT
ALTA AMERICAN LAND TITLE ASSOCIATION
NSPS NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
ORB OFFICIAL RECORDS BOOK
EB ELECTRIC BOX
TYP TYPICAL
WPP WOOD POWER POLE
SQ.FT. SQUARE FEET

STATE PLANE COORDINATE INFORMATION

(a) PROJECTION:

UNIVERSAL TRANSVERSE MERCATOR PROJECTION AS ESTABLISHED FOR THE FLORIDA EAST ZONE COORDINATE SYSTEM.

(b) DATUM:

THE STATE PLANE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 WITH A SUBSEQUENT RE-ADJUSTMENT DONE IN 2007 (NAO 83 (NATIONAL SPATIAL REFERENCE SYSTEM 2007)). THE VERTICAL DATUM IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV88).

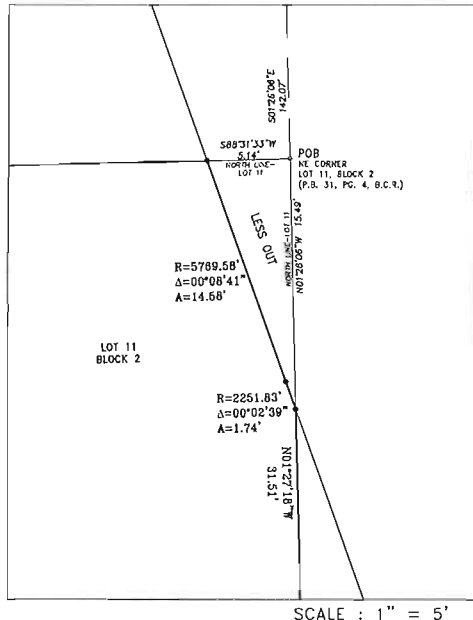
(c) METHODOLOGY:

COORDINATES WERE DETERMINED USING THE TOPCON HI-PER SR AND THE TOPCON FC-5000 WITH THE TDS PACKAGE TOGETHER WITH THE 'L-NET' ROVER SYSTEM PACKAGE PROVIDED BY LENGEMANN CORPORATION. THE 'L-NET' NETWORK (A TOPNET GNSS NETWORK) UTILIZES A NETWORK OF REAL TIME KINEMATIC (RTK) REFERENCE STATIONS.

(d) ESTIMATED ACCURACIES:

HORIZONTAL ACCURACIES TO 0.04'
VERTICAL ACCURACIES TO 0.07'

LESS OUT DETAIL



FLOOD ZONE INFORMATION

COMMUNITY NUMBER	120034
PANEL NUMBER	0558 H
ZONE	0.2PCT/AH
BASE FLOOD ELEV.	N/A / 6
EFFECTIVE DATE	08/18/14

CERTIFIED TO:

811, LLC, A FLORIDA LIMITED LIABILITY COMPANY
WAAW 1, LLC, A FLORIDA LIMITED LIABILITY COMPANY
CHICAGO TITLE INSURANCE COMPANY
JOSEPH M. BALOCCO, JR., P.A.
FIRST GREEN BANK, A FLORIDA BANKING CORPORATION, IT'S SUCCESSORS AND/OR ASSIGNS, AS THEIR INTEREST MAY APPEAR

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 6(B) (NONE SUPPLIED), 7(A), 7(B), 7(C), 8, 9, 11, 13, 14, 16, 17, 18, 19 (NONE DISCLOSED) AND 20 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN. THE FIELD WORK WAS COMPLETED ON MAY 27, 2018.

FOR THE FIRM BY:

Richard E. Cousins

RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION No. 4188.

COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

CLIENT :

DIXIE SOUTHLAND CORP.

VACANT LAND BETWEEN
SW 38 & 39TH STREETS
AND SW 22ND TERRACE & ANGLERS AVENUE
DANIA BEACH, FLORIDA

REVISIONS	DATE	FB/PG	DWN	CKD
BOUNDARY AND IMPROVEMENTS SURVEY	05/24/17	SKETCH	JD	REC
ADDED CERTIFICATIONS	05/16/17	-----	AC	REC
REVISED LEGAL TO MATCH DEED	05/04/17	-----	JD	REC
ADDED TOP OF BUILDING AND POLE ELEVATIONS	05/15/18	-----	JD	REC
ADDED LATITUDE & LONGITUDE TO PROPOSED BUILDING CORNERS	05/27/18	-----	JD	REC
ADDED LATITUDE & LONGITUDE TO PROPOSED OVERHANG CORNERS	06/04/18	-----	JD	REC

REVISIONS	DATE	FB/PG	DWN	CKD
REVISED SURVEY PER NEW OPINION OF TITLE	06/04/18	-----	AM	REC

PROJECT NUMBER: 8313-17

SCALE : 1" = 20'

SHEET
1 OF
4
SHEET

ALTA/NSPS LAND TITLE SURVEY

LAND DESCRIPTION:

PARCEL 1119

ALL OF THE FOLLOWING DESCRIBED PARCEL OF LAND TOGETHER WITH THE AIRSPACE ABOVE SAID PARCEL, LYING BELOW A HORIZONTAL PLANE, HAVING AN ELEVATION OF 36.5 FEET (NAVO 88), SAID PARCEL BEING DESCRIBED AS FOLLOWS:

THE SOUTH ONE-HALF OF THE WEST ONE-HALF OF LOT 7, BLOCK 2, TOGETHER WITH THE EAST ONE-HALF OF LOT 7, BLOCK 2, OF WILMA MANORS, ACCOROING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AND:

ALL OF THE AIRSPACE LYING ABOVE AND CONTINUING UPWARD, ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 36.5 FEET (NAVD 88), SAID HORIZONTAL PLANE AND AIRSPACE BEING SITUATE ABOVE THE FOLLOWING DESCRIBED PARCEL OF LAND:

THE SOUTH ONE-HALF OF THE WEST ONE-HALF OF LOT 7, BLOCK 2, TOGETHER WITH THE EAST ONE-HALF OF LOT 7, BLOCK 2, OF WILMA MANORS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LAND SITUATE WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.

PARCEL 1118

ALL OF THE FOLLOWING DESCRIBED PARCEL OF LAND TOGETHER WITH THE AIRSPACE ABOVE SAID PARCEL, LYING BELOW A HORIZONTAL PLANE, HAVING AN ELEVATION OF 38.0 FEET (NAVD 88), AND SAID PARCEL BEING DESCRIBED AS FOLLOWS:

THE NORTH ONE-HALF OF THE WEST ONE-HALF OF LOT 7, BLOCK 2, OF WILMA MANORS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AND:

ALL OF THE AIRSPACE LYING ABOVE AND CONTINUING UPWARD, ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 38.0 FEET (NAVD 88), SAID HORIZONTAL PLANE AND AIRSPACE BEING SITUATE ABOVE THE FOLLOWING DESCRIBED PARCEL OF LAND:

THE NORTH ONE-HALF OF THE WEST ONE-HALF OF LOT 7, BLOCK 2, OF WILMA MANORS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LAND SITUATE WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.

PARCEL 1121

ALL OF THE FOLLOWING DESCRIBED PARCEL OF LAND TOGETHER WITH THE AIRSPACE ABOVE SAID PARCEL, LYING BELOW A HORIZONTAL PLANE, HAVING AN ELEVATION OF 33.7 FEET (NAVD 88), SAID PARCEL BEING DESCRIBED AS FOLLOWS:

LOT 8, AND LOT 9 LESS THE EAST 10 FEET THEREOF, BLOCK 2, OF WILMA MANORS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AND:

ALL OF THE AIRSPACE LYING ABOVE AND CONTINUING UPWARD, ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 33.7 FEET (NAVD 88), SAID HORIZONTAL PLANE AND AIRSPACE BEING SITUATE ABOVE THE FOLLOWING DESCRIBED PARCEL OF LAND:

LOT 8, AND LOT 9 LESS THE EAST 10 FEET THEREOF, BLOCK 2, OF WILMA MANORS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LAND SITUATE WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.

PARCEL 1123

ALL OF THE FOLLOWING DESCRIBED PARCEL OF LAND TOGETHER WITH THE AIRSPACE ABOVE SAID PARCEL, LYING BELOW A HORIZONTAL PLANE, HAVING AN ELEVATION OF 31.9 FEET (NAVD 88), SAID PARCEL BEING DESCRIBED AS FOLLOWS:

THE EAST 10 FEET OF LOT 9, TOGETHER WITH THE WEST ONE-HALF OF LOT 10, BLOCK 2, OF WILMA MANORS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AND:

ALL OF THE AIRSPACE LYING ABOVE AND CONTINUING UPWARD, ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 31.9 FEET (NAVD 88), SAID HORIZONTAL PLANE AND AIRSPACE BEING SITUATE ABOVE THE FOLLOWING DESCRIBED PARCEL OF LAND:

THE EAST 10 FEET OF LOT 9, TOGETHER WITH THE WEST ONE-HALF OF LOT 10, BLOCK 2, OF WILMA MANORS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LAND SITUATE WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.

PARCEL 1124

ALL OF THE FOLLOWING DESCRIBED PARCEL OF LAND TOGETHER WITH THE AIRSPACE ABOVE SAID PARCEL, LYING BELOW A HORIZONTAL PLANE, HAVING AN ELEVATION OF 30.4 FEET (NAVD 88), SAID PARCEL BEING DESCRIBED AS FOLLOWS:

THE EAST ONE-HALF OF LOT 10, BLOCK 2 OF WILMA MANORS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31 AT PAGE 4 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AND:

ALL OF THE AIRSPACE LYING ABOVE AND CONTINUING UPWARD, ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 30.4 FEET (NAVD 88), SAID HORIZONTAL PLANE AND AIRSPACE BEING SITUATE ABOVE THE FOLLOWING DESCRIBED PARCEL OF LAND:

THE EAST ONE-HALF OF LOT 10, BLOCK 2 OF WILMA MANORS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31 AT PAGE 4 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LAND SITUATE WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.

LAND DESCRIPTION CONTINUED...

LAND DESCRIPTION CONTINUED...

PARCEL 1124.1

ALL OF THE FOLLOWING DESCRIBED PARCEL OF LAND TOGETHER WITH THE AIRSPACE ABOVE SAID PARCEL, LYING BELOW A HORIZONTAL PLANE, HAVING AN ELEVATION OF 26.8 FEET (NAVD 88), SAID PARCEL BEING DESCRIBED AS FOLLOWS:

LOT 11, BLOCK 2, AND LOT 1, LESS THE EAST 5 FEET THEREOF, OF WILMA MANORS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AND LESS THOSE PORTIONS OF SAID LOTS ACQUIRED AND TAKEN BY THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION IN BROWARD COUNTY CIRCUIT COURT CASE #85-7376.

LESS AND EXCEPT THE FOLLOWING:

THOSE PORTIONS OF LOTS 1 AND 11, BLOCK 2 OF WILMA MANORS PER PLAT RECORDED IN PLAT BOOK 31, PAGE 4 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 50 SOUTH, RANGE 42 EAST; THENCE ALONG THE EAST LINE OF SAID SECTION NORTH D1°26'01" WEST 1366.13 FEET; THENCE SOUTH 88°31'23" WEST 35.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID LOT 1 SOUTH 88°31'23" WEST 114.83 FEET TO THE POINT OF BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF NORTH 88°31'23" EAST RUN NORTHWESTERLY ALONG SAID CURVE 46.17 FEET THROUGH A CENTRAL ANGLE OF 105°49'26" TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2251.83 FEET A DISTANCE OF 66.00 FEET THROUGH A CENTRAL ANGLE OF 01°40'46" TO THE NORTH LINE OF SAID LOT 1 AND THE END OF SAID CURVE; THENCE ALONG SAID NORTH LINE NDRTH 88°31'30" EAST 109.78 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE ALONG THE EAST LINE OF SAID LOT SOUTH 01°26'01" EAST 95.04 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE EAST 5.00 FEET THEREOF.

AND LESS AND EXCEPT:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 50 SOUTH, RANGE 42 EAST; THENCE ALONG THE EAST LINE OF SAID SECTION NORTH 01°26'01" WEST 1650.25 FEET; THENCE SOUTH 88°31'42" WEST 35.00 FEET TO THE NORTHEAST CORNER OF LOT 3 OF SAID BLOCK 2; THENCE ALONG THE NORTH LINE OF SAID LOT SOUTH 88°31'42" WEST 120.00 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE ALONG THE WEST LINE OF LOTS 3 AND 2 OF SAID BLOCK 2 SOUTH 01°26'06" EAST 142.07 FEET TO THE NORTHEAST CORNER OF SAID LOT 11 AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID LOT SOUTH 88°31'33" WEST 5.14 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 5769.58 FEET; THENCE FROM A TANGENT BEARING SOUTH 19°43'22" EAST RUN SOUTHEASTERLY ALONG SAID CURVE 14.58 FEET THROUGH A CENTRAL ANGLE OF 00°08'41" TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2251.83 FEET A DISTANCE OF 1.74 FEET THROUGH A CENTRAL ANGLE OF 00°02'39" TO THE EAST LINE OF SAID LOT 11 AND THE END OF SAID CURVE; THENCE ALONG SAID EAST LINE NORTH 01°26'06" WEST 15.49 FEET TO THE POINT OF BEGINNING.

AND:

ALL OF THE AIRSPACE LYING ABOVE AND CONTINUING UPWARD, ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 26.8 FEET (NAVD 88), SAID HORIZONTAL PLANE AND AIRSPACE BEING SITUATE ABOVE THE FOLLOWING DESCRIBED PARCEL OF LAND:

LOT 11, BLOCK 2, AND LOT 1, LESS THE EAST 5 FEET THEREOF, OF WILMA MANORS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AND LESS THOSE PORTIONS OF SAID LOTS ACQUIRED AND TAKEN BY THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION IN BROWARD COUNTY CIRCUIT COURT CASE #85-7376.

LESS AND EXCEPT THE FOLLOWING:

THOSE PORTIONS OF LOTS 1 AND 11, BLOCK 2 OF WILMA MANORS PER PLAT RECORDED IN PLAT BOOK 31, PAGE 4 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 50 SOUTH, RANGE 42 EAST; THENCE ALONG THE EAST LINE OF SAID SECTION NORTH 01°26'01" WEST 1366.13 FEET; THENCE SOUTH 88°31'23" WEST 35.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID LOT 1 SOUTH 88°31'23" WEST 114.83 FEET TO THE POINT OF BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF NORTH 88°31'23" EAST RUN NORTHWESTERLY ALONG SAID CURVE 46.17 FEET THROUGH A CENTRAL ANGLE OF 105°49'26" TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2251.83 FEET A DISTANCE OF 66.00 FEET THROUGH A CENTRAL ANGLE OF 01°40'46" TO THE NORTH LINE OF SAID LOT 1 AND THE END OF SAID CURVE; THENCE ALONG SAID NORTH LINE NORTH 88°31'30" EAST 109.78 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE ALONG THE EAST LINE OF SAID LOT SOUTH 01°26'01" EAST 95.04 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE EAST 5.00 FEET THEREOF.

AND LESS AND EXCEPT:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 50 SOUTH, RANGE 42 EAST; THENCE ALONG THE EAST LINE OF SAID SECTION NORTH 01°26'01" WEST 1650.25 FEET; THENCE SOUTH 88°31'42" WEST 35.00 FEET TO THE NORTHEAST CORNER OF LOT 3 OF SAID BLOCK 2; THENCE ALONG THE NORTH LINE OF SAID LOT SOUTH 88°31'42" WEST 120.00 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE ALONG THE WEST LINE OF LOTS 3 AND 2 OF SAID BLOCK 2 SOUTH 01°26'06" EAST 142.07 FEET TO THE NORTHEAST CORNER OF SAID LOT 11 AND THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID LOT SOUTH 88°31'33" WEST 5.14 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 5769.58 FEET; THENCE FROM A TANGENT BEARING SOUTH 19°43'22" EAST RUN SOUTHEASTERLY ALONG SAID CURVE 14.58 FEET THROUGH A CENTRAL ANGLE OF 00°08'41" TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2251.83 FEET A DISTANCE OF 1.74 FEET THROUGH A CENTRAL ANGLE OF 00°02'39" TO THE EAST LINE OF SAID LOT 11 AND THE END OF SAID CURVE; THENCE ALONG SAID EAST LINE NORTH 01°26'06" WEST 15.49 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.

COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

CLIENT :

DIXIE SOUTHLAND CORP.

VACANT LAND BETWEEN
SW 38 & 39TH STREETS
AND SW 22ND TERRACE & ANGLERS AVENUE
DANIA BEACH, FLORIDA

R E V I S I O N S					DATE	FB/PG	DWN	CKD
BOUNDARY AND IMPROVEMENTS SURVEY					03/24/17	STETCH	JB	REC
ADDED CERTIFICATIONS					06/18/17	-----	AC	REC
REVISED LEGAL TO WATCH BLEED					03/04/17	-----	JB	REC
ADDED TOP OF BUILDING AND POLE ELEVATIONS					03/03/18	-----	JB	REC
ADDED LATITUDE & LONGITUDE TO PROPOSED BUILDING CORNERS					05/22/18	-----	JB	REC
ADDED LATITUDE & LONGITUDE TO PROPOSED OVERHEAD CORNERS					06/04/18	-----	JB	REC

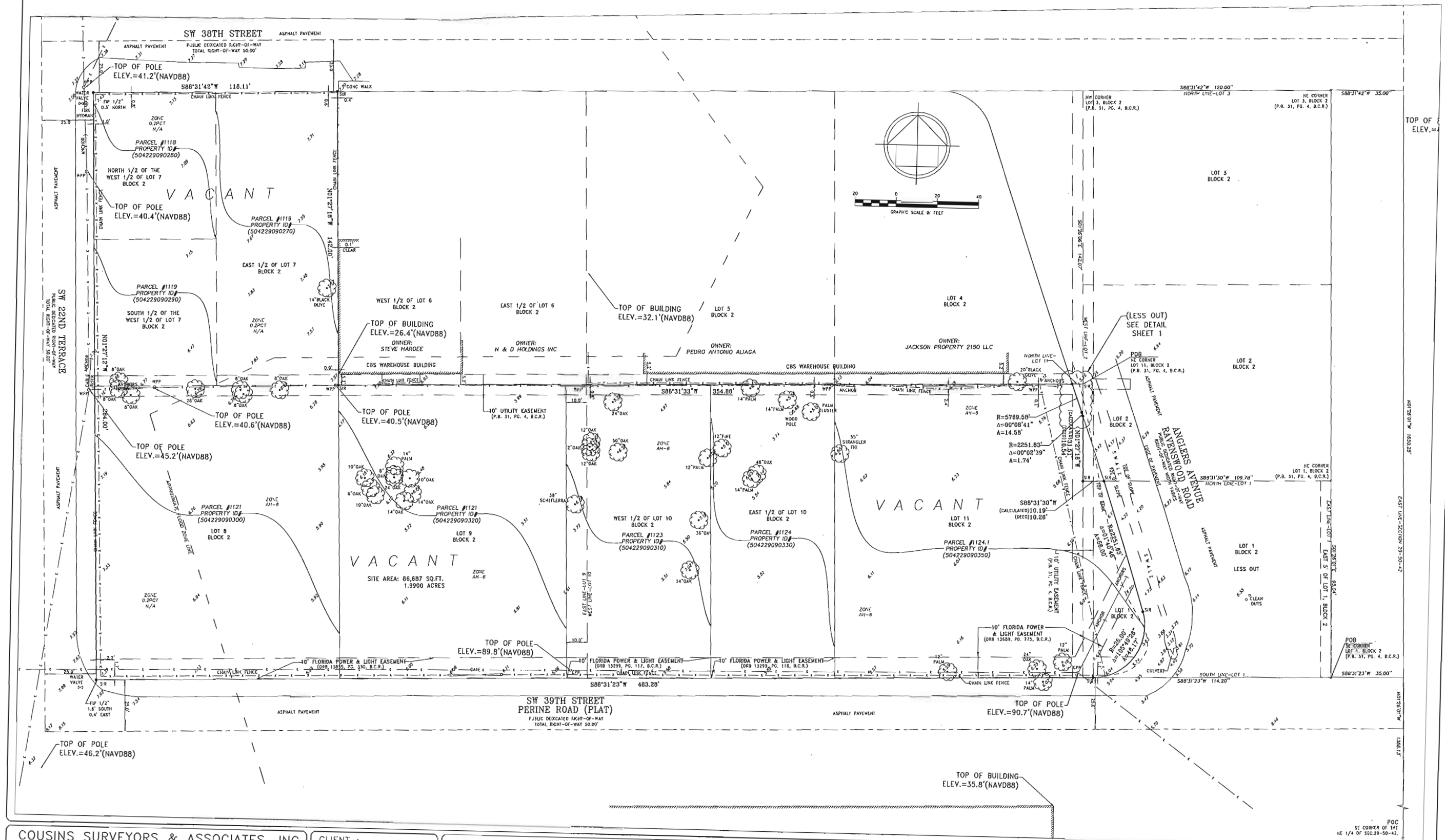
R E V I S I O N S					DATE	FB/PG	DWN	CKD
REVISED SURVEY PER NEW OPINION OF TITLE					06/04/18	-----	AW	REC

PROJECT NUMBER: 8313-17

SCALE : 1" = 20'

SHEET
2
OF
4
SHEET

ALTA/NSPS LAND TITLE SURVEY



COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

CLIENT :
DIXIE SOUTHLAND CORP.

VACANT LAND BETWEEN
SW 38 & 39TH STREETS
AND SW 22ND TERRACE & ANGERS AVENUE
DANIA BEACH, FLORIDA

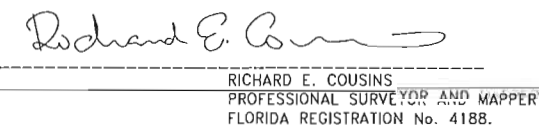
REVISIONS				
BOUNDARY AND IMPROVEMENTS SURVEY	DATE	FB/PG	DWN	CKD
ADDED CERTIFICATIONS	01/24/17	SKETCH	JO	REC
REVISED LEGAL TO MATCH DEED	06/16/17	-----	AK	REC
ADDED TOP OF BUILDING AND POLE ELEVATIONS	08/01/17	-----	JO	REC
ADDED LATITUDE & LONGITUDE TO PROPOSED BUILDING CORNERS	01/26/18	-----	JO	REC
ADDED LATITUDE & LONGITUDE TO PROPOSED OVERLAP CORNERS	01/26/18	-----	JO	REC

REVISIONS				
REVISED SURVEY PER NEW OPINION OF TITLE	DATE	FB/PG	DWN	CKD
	04/04/18	-----	AK	REC

PROJECT NUMBER: 8313-17

SCALE : 1" = 20'

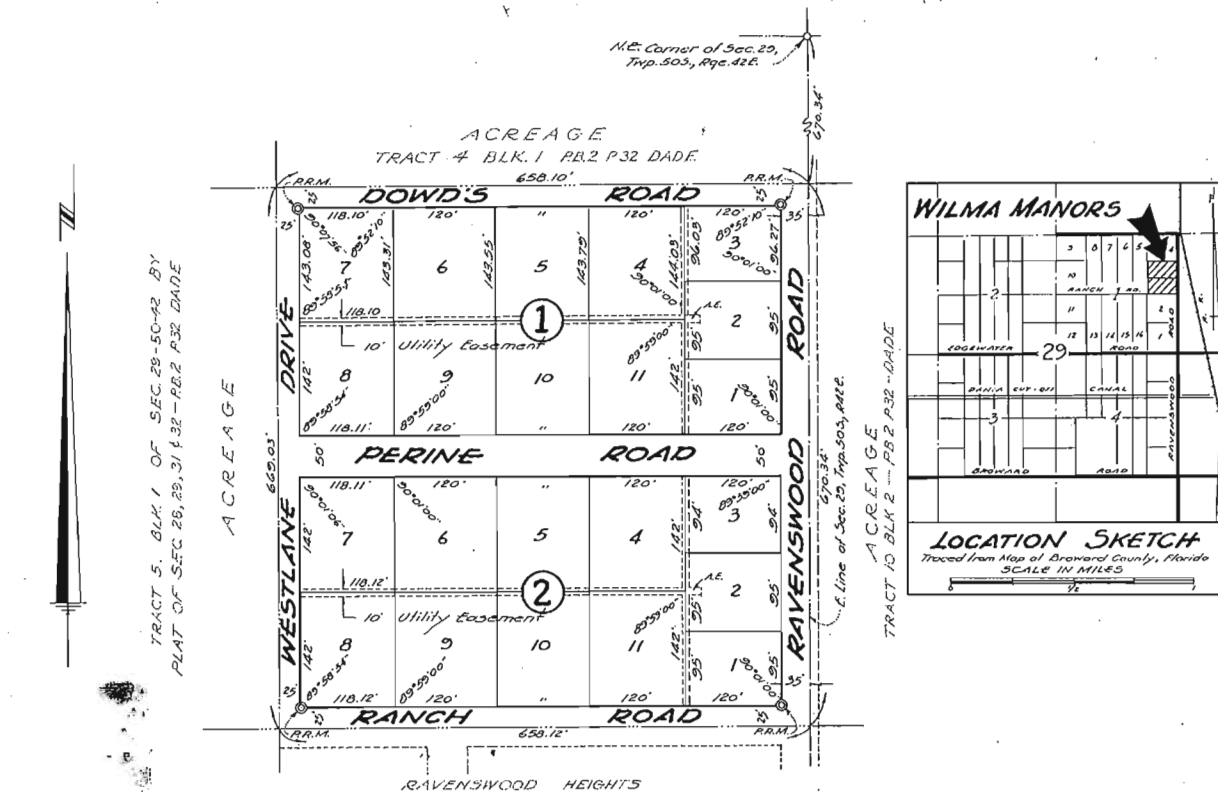
SHEET
3
OF
4
SHEET



VACANT LAND BETWEEN
SW 38 & 39TH STREETS
AND SW 22ND TERRACE & ANGLERS AVENUE
DANIA BEACH, FLORIDA

REVISIONS		DATE	FB/PG	DWN	CKD
REVISED SURVEY PER NEW OPTION OF TITLE		09/01/18	----	AM	REC

PROJECT NUMBER: 8313-17	SHEET 4 OF 4 SHEET
SCALE : 1" = 30'	



WILMA MANORS

A SUBDIVISION IN THE N.E. 1/4 OF SECTION 29-TWP. 50 S., R. 42 E.
BROWARD COUNTY, FLORIDA

by JOHN O. BRENDLA, Civil Engineer and Land Surveyor, STATE OF FLORIDA
Scale 1"=100' January 1953

DESCRIPTION
Tract 3, Block 1 of Section 29, Township 50 South, Range 42 East according to the Plat of Sections 28, 29, 31 and 32 as recorded in Plat Book 2 at Page 32 Public Records of Dade County, Florida.

DEDICATION
KNOW ALL MEN BY THESE PRESENTS: That William Perine and Wilma Perine, his wife, owners of the lands hereon described, have caused said lands to be surveyed, subdivided, and platted in the manner as shown hereon and said plat shall be known as "WILMA MANORS". The Roads and Drive as shown on said plat are hereby dedicated to the perpetual use of the public for proper purposes. In witness whereof the said William Perine and Wilma Perine, his wife, have set their hands and seals this 16th day of JANUARY A.D. 1953.

Witness Chas. H. Lewis William Perine Seal
Witness Mary E. Inwood Wilma Perine Seal

ACKNOWLEDGEMENT
State of Florida } ss. I hereby certify that on this day personally appeared before me, an officer duly authorized by law to administer oaths and take acknowledgments, William Perine and Wilma Perine, his wife, and they did acknowledge to me the execution of the foregoing instrument for the purposes therein expressed. In witness whereof I have hereunto set my hand and seal this 16 day of JANUARY A.D. 1953. My commission expires Oct. 31, 1953.

Mary E. Inwood
Notary Public, State of Florida

MORTGAGEE'S APPROVAL
KNOW ALL MEN BY THESE PRESENTS: That Floyd E. Fisher and Olive I. Fisher, husband and wife, owners and holders of that certain mortgage dated Nov. 5, 1952, and recorded in Mortgage Book 421, at page 252 of the Public Records of Broward County, Florida, do hereby consent to and join in the making and filing for record of the attached plat and to the dedication of the thoroughfares as shown thereon. In witness whereof these presents have been signed this 16 day of JANUARY A.D. 1953.

Witness Chas. H. Lewis Floyd E. Fisher Seal
Witness Mary E. Inwood Olive I. Fisher Seal

ACKNOWLEDGEMENT
State of Florida } ss. I hereby certify that on this day personally appeared before me, an officer duly authorized by law to administer oaths and take acknowledgments, Floyd E. Fisher and Olive I. Fisher, his wife, and they did acknowledge to me the execution of the foregoing instrument for the purposes therein expressed. In witness whereof I have hereunto set my hand and seal this 16 day of JANUARY A.D. 1953. My commission expires Oct. 31, 1953.

Mary E. Inwood
Notary Public, State of Florida

SURVEYOR'S CERTIFICATE
State of Florida } ss. This is to certify that I, John O. Brendla, a Land Surveyor duly registered in the State of Florida, have surveyed the property as described hereon and as shown on the attached plat and that Permanent Reference Monuments (P.R.M.) were set as shown and that said survey and plat are accurate and correct to the best of my knowledge and belief.

John O. Brendla
Registered Land Surveyor No. 369
State of Florida

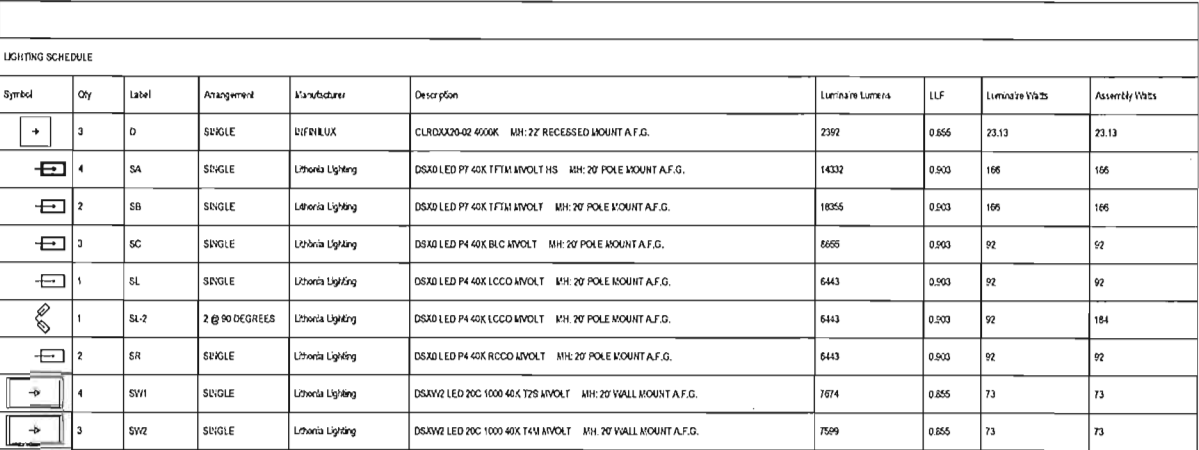
This Plat approved for record... H.C. Davis
H.C. DAVIS, County Engineer

State of Florida } ss. This is to certify that this plat complies with the provisions of Chapter 10275 (253) Laws of Florida, and was accepted for record by the Board of Commissioners of Broward County, Florida.

Attest Ted Cabot Clerk of Circuit Court... by Dorothy Adams
Deputy Clerk

This instrument filed for record this 27 day of JANUARY A.D. 1953 and recorded in plat Book 31 of Plats at Page 4. Record Verified
TED CABOT, Clerk of Circuit Court, Broward County, Florida by Dorothy Adams
Deputy Clerk

NOTE: Utility Easements are indicated thus ===== and are 5' from and parallel to the lot lines. A.E. indicates Anchor Easements 5'x10'



Calculation Summary							
Project: IDQUE SOUTHLAND CORP							
Label	CalcType	Units	Arg	Max	Min	AvgMin	MaxMin
CANOPY	Illuminance	Fc	2.87	4.0	1.9	1.51	2.11
PROPERTY LINE EAST	Illuminance	Fc	0.17	0.4	0.0	N/A	N/A
PROPERTY LINE NORTH	Illuminance	Fc	0.07	0.5	0.0	N/A	N/A
PROPERTY LINE SOUTH	Illuminance	Fc	0.03	0.2	0.0	N/A	N/A
PROPERTY LINE WEST	Illuminance	Fc	0.07	1.1	0.0	N/A	N/A
SITE	Illuminance	Fc	2.41	5.8	1.0	2.41	5.03

[illegible]

P&R
ASSOCIATES
ARCHITECTURE & PLANNING

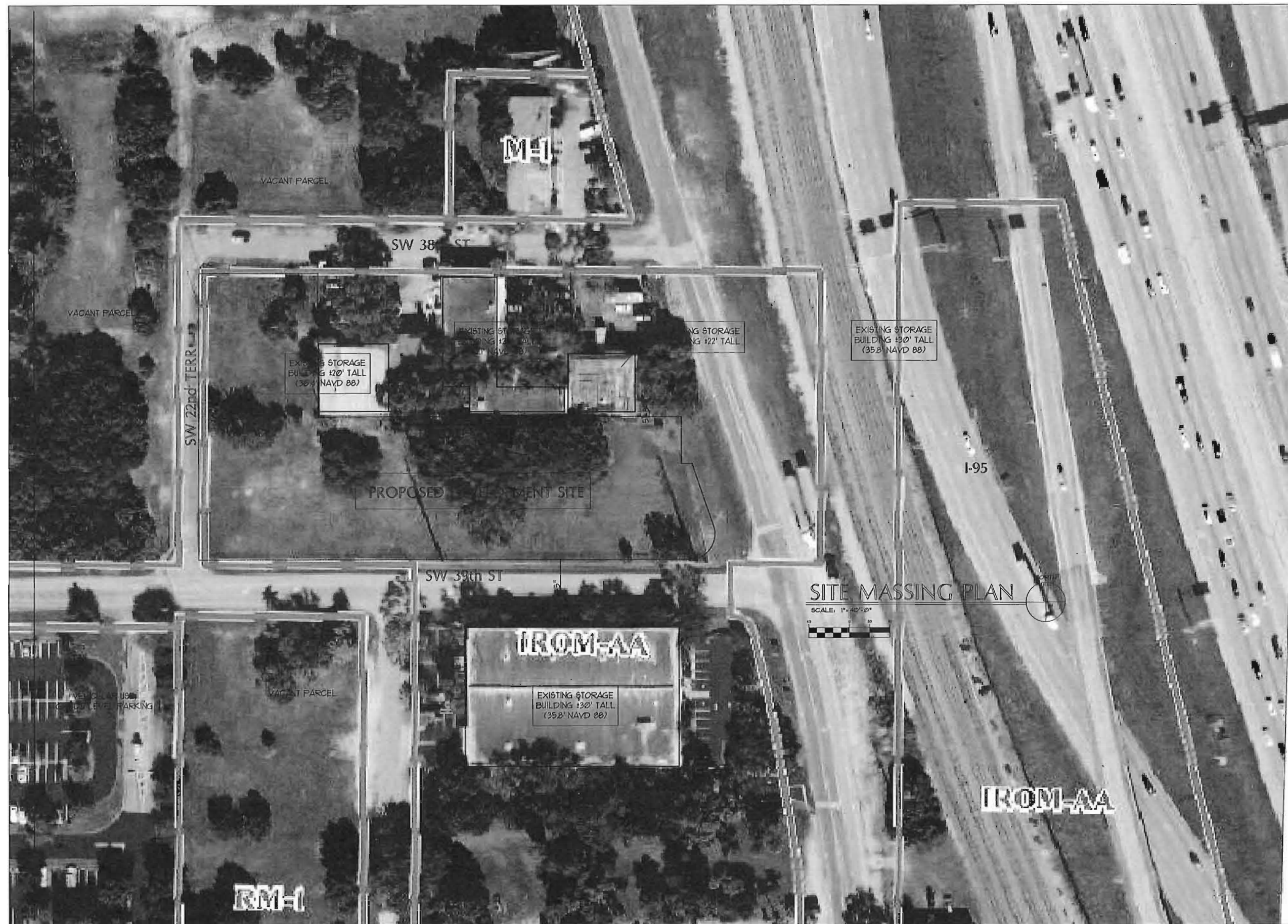
3045 N. FEDERAL HIGHWAY
SUITE 46
FORT LAUDERDALE, FL 33306
TELEPHONE (954) 567-2062
FAX (954) 567-2063

REG. No. AA 26000681
SEAL

PROPOSED STORAGE FACILITY for
DIXIE SOUTHLAND CORP. / 811, LLC

3899 RAVENSWOOD ROAD
DANIA, FLORIDA

DATE	3/14/2018
SCALE	AS NOTED
JOB NO.	2018 03
FILE	PAR DANIA 2AC
SHEET NO.	PH -1



SITE MASSING PLAN

SCALE: 1"=40'-0"



REVISIONS
Δ

PEREZ
ASSOCIATES
ARCHITECTURE & PLANNING

3045 N. FEDERAL HIGHWAY
SUITE 40
FORT LAUDERDALE, FL 33306
TELEPHONE (954) 567-2062
FAX (954) 557-2063

REC. No. AA 25000661
SEAL

PROPOSED STORAGE FACILITY for
DIXIE SOUTHLAND CORP. / 811, LLC

3895 RAVENWOOD ROAD
DANIA, FLORIDA

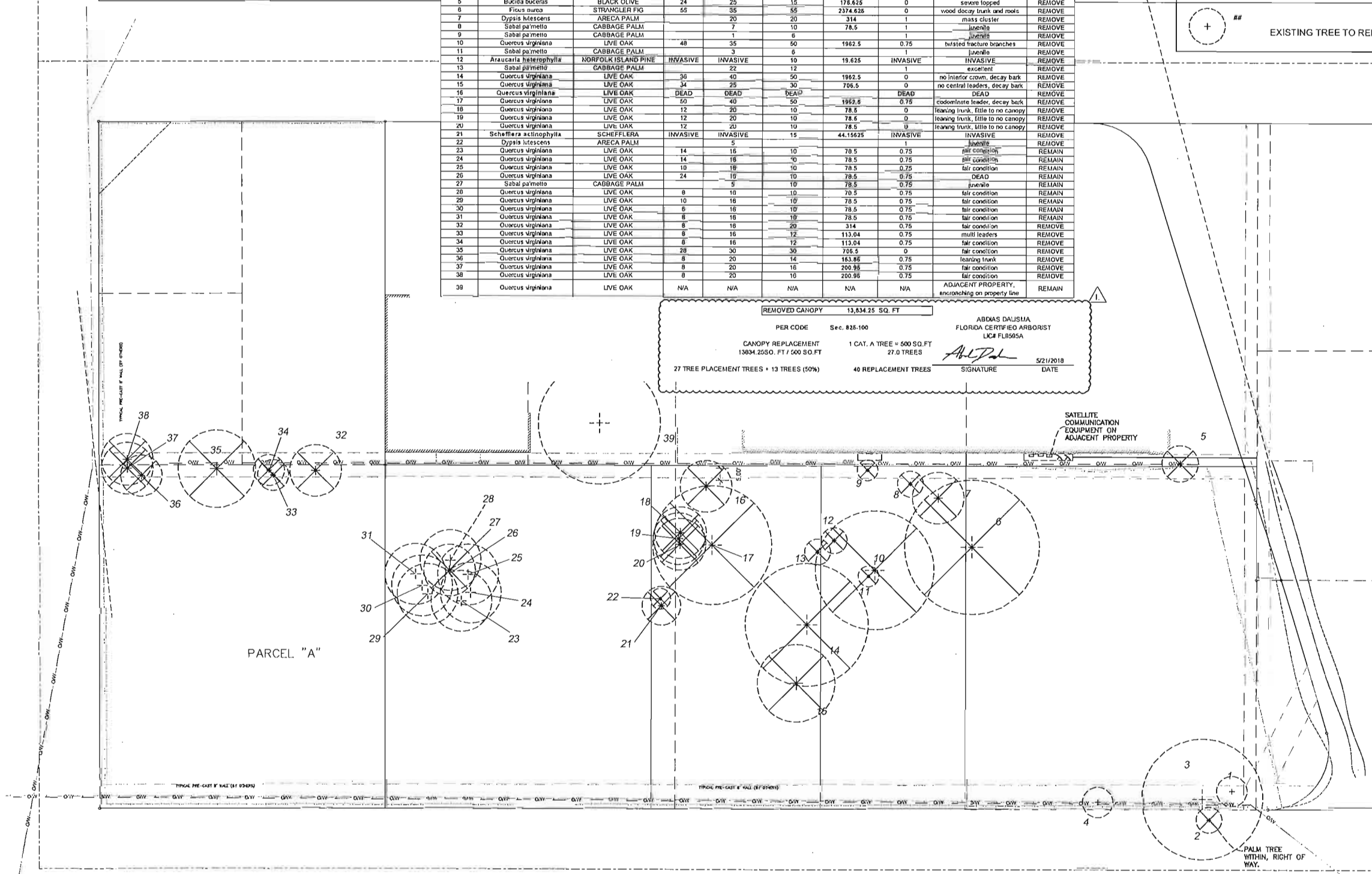
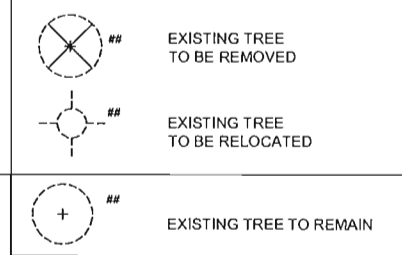
DATE	3/14/08
SCALE	AS NOTED
JDB NO.	2078 09
FILE	PAR DANIA 2AC
SHEET NO.	SM -1

EXISTING TREE SURVEY

3899 RAVENSWOOD ROAD, DAINA BEACH FL

NUMBER	BOTANICAL NAME	COMMON NAME	D.B.H. INCHES	APPROXIMATE HEIGHT IN FEET or CLEAR TRUCK	APPROXIMATE CANOPY DIAMETER (CD) IN FEET	CANOPY AREA 3.14*(CD/2)*2	CONDITION Excellent 1.25 Fair 0.75 Poor 0	DESCRIPTION	PLAN ACTION
1	Sabal palmetto	CABBAGE PALM		12			0.75	adjacent to shade tree	REMAIN
2	Sabal palmetto	CABBAGE PALM		16			0.75	leaning	REMAIN
3	Quercus virginiana	LIVE OAK	24	25	25	490.625	0.75	fair condition	REMAIN
4	Sabal palmetto	CABBAGE PALM		12			1	excellent	REMAIN
5	Bucida buceras	BLACK OLIVE	24	25	15	176.625	0	severe topped	REMOVE
6	Ficus aurea	STRANGLER FIG	55	35	55	2374.625	0	wood decay trunk and roots	REMOVE
7	Dyopsis lutescens	ARECA PALM		20	20	314	1	mass cluster	REMOVE
8	Sabal palmetto	CABBAGE PALM		7	10	78.5	1	juvenile	REMOVE
9	Sabal palmetto	CABBAGE PALM		1	8		1	juvenile	REMOVE
10	Quercus virginiana	LIVE OAK	48	35	50	1962.5	0.75	twisted feature branches	REMOVE
11	Sabal palmetto	CABBAGE PALM		3	6		1	juvenile	REMOVE
12	Araucaria heterophylla	NORFOLK ISLAND PINE	INVASIVE	INVASIVE	10	15.625	INVASIVE	INVASIVE	REMOVE
13	Sabal palmetto	CABBAGE PALM		22	12		1	excellent	REMOVE
14	Quercus virginiana	LIVE OAK	36	40	50	1962.5	0	no interior crown, decay bark	REMOVE
15	Quercus virginiana	LIVE OAK	34	25	30	706.5	0	no central leaders, decay bark	REMOVE
16	Quercus virginiana	LIVE OAK	DEAD	DEAD	DEAD		DEAD	DEAD	REMOVE
17	Quercus virginiana	LIVE OAK	50	40	50	1962.5	0.75	codominant leader, decay bark	REMOVE
18	Quercus virginiana	LIVE OAK	12	20	10	78.5	0	leaning trunk, little to no canopy	REMOVE
19	Quercus virginiana	LIVE OAK	12	20	10	78.5	0	leaning trunk, little to no canopy	REMOVE
20	Quercus virginiana	LIVE OAK	12	20	10	78.5	0	leaning trunk, little to no canopy	REMOVE
21	Schefflera actinophylla	SCHIFFERLEA	INVASIVE	INVASIVE	15	44.15625	INVASIVE	INVASIVE	REMOVE
22	Dyopsis lutescens	ARECA PALM		5			1	juvenile	REMOVE
23	Quercus virginiana	LIVE OAK	14	16	10	78.5	0.75	fair condition	REMAIN
24	Quercus virginiana	LIVE OAK	14	16	10	78.5	0.75	fair condition	REMAIN
25	Quercus virginiana	LIVE OAK	10	18	10	78.5	0.75	fair condition	REMAIN
26	Quercus virginiana	LIVE OAK	24	19	10	78.5	0.75	DEAD	REMAIN
27	Sabal palmetto	CABBAGE PALM		5			0.75	juvenile	REMAIN
28	Quercus virginiana	LIVE OAK	8	10	10	78.5	0.75	fair condition	REMAIN
29	Quercus virginiana	LIVE OAK	10	16	10	78.5	0.75	fair condition	REMAIN
30	Quercus virginiana	LIVE OAK	6	16	10	78.5	0.75	fair condition	REMAIN
31	Quercus virginiana	LIVE OAK	8	16	10	78.5	0.75	fair condition	REMAIN
32	Quercus virginiana	LIVE OAK	8	16	20	314	0.75	fair condition	REMOVE
33	Quercus virginiana	LIVE OAK	8	16	12	113.04	0.75	multi leaders	REMOVE
34	Quercus virginiana	LIVE OAK	8	16	12	113.04	0.75	fair condition	REMOVE
35	Quercus virginiana	LIVE OAK	28	30	30	706.5	0	fair condition	REMOVE
36	Quercus virginiana	LIVE OAK	8	20	14	163.86	0.75	leaning trunk	REMOVE
37	Quercus virginiana	LIVE OAK	8	20	16	200.96	0.75	fair condition	REMOVE
38	Quercus virginiana	LIVE OAK	8	20	10	200.96	0.75	fair condition	REMOVE
39	Quercus virginiana	LIVE OAK	N/A	N/A	N/A	N/A	N/A	ADJACENT PROPERTY, encroaching on property line	REMAIN

GRAPHIC KEY



REMOVED CANOPY 13,834.25 SQ. FT.

PER CODE Sec. 825-100

ABDIAS DALISMA
FLORIDA CERTIFIED ARBORIST
LIC# FLR595A

CANOPY REPLACEMENT 13834.25 SQ. FT / 500 SQ. FT

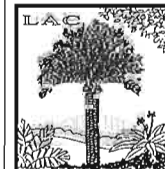
1 CAT. A TREE = 500 SQ. FT

27.0 TREES

27 TREE PLACEMENT TREES + 13 TREES (50%)

40 REPLACEMENT TREES

SIGNATURE DATE 5/21/2018



LANDSCAPE
ARCHITECT
CONSULTANTS

5215 W. Broward Boulevard
Plantation, Florida 33317
P (954) 581-1110 F (954) 581-7118
www.thomasjlaubenthal.com

Thomas J. Laubenthal, P.L.A.
TJL@TJLACL.COM

DATE	REVISIONS:
7-11-18	RESPONSE TO COMMENTS 6-21-18

DATE: 6-5-18

SCALE: 1" = 20'

DRAWING BY: A.D.

DESIGNED BY: AD, T.JL

PROJECT: 3899 RAVENSWOOD ROAD FROM
BROWARD COUNTY

DAINA BEACH, FLORIDA

TREE INVENTORY PLAN:

PROJECT NO.
17-063

SHEET:
TS-1 of 1

DATE
THOMAS J. LAUBENTHAL
FLA0000563 FLA0000022



PLANTING NOTES

- All sizes for plant material shown on plan are to be considered as minimums. All plant material must meet or exceed all minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan will also be required for final acceptance.
- All plant material furnished by the Landscape Contractor shall be Florida No. 1 or better, unless otherwise specified, and shall be installed as specified in the most current edition of Grades and Standards for Nursery Plants, Part I by the Florida Department of Agriculture, Consumer Services Division, State Plant Board of Florida.
- Landscape Design and installation shall conform to xeriscape landscape principles as included in the South Florida Water Management District's xeriscape Principle Guide II, updated version. Xeriscape requirements apply to all materials required by code. Additional plantings over and above code are provided to develop a higher aesthetic than code requires, and are not bound by these minimum standards.
- In addition to these requirements all local landscape codes and requirements shall be met as a part of this base bid and contract in order to satisfy the review and approval of the governing municipality.
- Quantities for landscape materials as noted on plans supersede any quantities listed in summary tables or lists.
- All landscaping scheduled to occur in vehicular use areas shall be protected from vehicular encroachment by curbing or other durable barriers.
- All planting holes shall have a minimum diameter of $2\frac{1}{2}$ times the diameter of the plant ball and have a minimum of 12" of soil on all sides of the plant ball. All planting holes shall be excavated to remove all objectionable materials, such as asphalt, sub-base, concrete, rock, caustic materials with an excessive soil Ph, or similar materials not suited for landscape planting. Planting hole(s) shall be dug to a depth that is 90% the height of the root ball, with the installed root ball resting on undisturbed soil. Top of root ball to be 10% above final grade. For small caliper trees of 4" or less, plant the root ball above grade 1" for every 1" caliper. (i.e. if you have a 3" caliper tree plant the rootball 3" above grade. For all shrubs and ground cover plant the rootball minimum 2" above grade.
- All plant material shall be installed in planting soil that is delivered to the site in a clean, loose and friable condition. All soil shall have well draining characteristics. Soil must be free of all rocks, sticks, objectionable debris including weeds and weed seed. Minimum soil depth requirements may vary with each municipality. See details and local codes for clarification.
- All plant materials shall be thoroughly watered in at the time of planting. No dry planting shall be permitted.
- Local codes require specific formulas for the use of native plants, as well as calculations for required number of code size trees by type and caliper inch. See code calculation tables provided with plant drawings.
- Plans and new plantings shall be required to provide for safe sight lines at all access and egress points from the site, as well as intersections. All emergency equipment such as fire hydrants shall be maintained as visible and accessible, free of obstruction by new plantings. Trees require setbacks from lighting poles and fixtures. The contractor is required to field adjust the location of plant materials to meet these standards as work in contract.
- Fertilizer shall be applied directly to the surface of the plant bed immediately after installation and prior to mulching.
 - Turf Areas - Sunland Fertilizer 16-4-8, applied per mfg. recommendation noted on the bag.
 - Shrub Areas - Atlantic Fertilizer 12-8-8 plus Minors, applied per mfg. recommendation noted on the bag.
 - Canopy Trees - Atlantic Fertilizer 12-8-8 plus Minors, applied per mfg. recommendation noted on the bag.
 - Palm Trees - Atlantic Fertilizer Palm Mix 6-4-12 plus Minors, applied per mfg. recommendation noted on the bag.
- All landscape areas not covered by shrubs or ground cover shall be planted with sod, and conversely all areas not covered by sod shall be covered with mulch to a minimum depth of (3) three inches of cover when settled. Mulch shall be kept 3" away from the face of the trunk (tree or palm). Eco-Cypress mulch or Eco-Melaleuca mulch shall be used; see natural mulch products at www.mulchingsolutions.com for product information or call 561-499-8148.
- Sod shall be (as noted) solid sod, and shall be laid on a smooth planting base which has been graded to meet the drainage characteristics of the site. All sod shall be laid with closely fitted joints, and shall be in a green and healthy growing condition at planting. Sod shall be free of disease, debris, sticks, rocks and weeds. Varies as specified in plans. Where sod is abutting shrub and/or ground cover beds, the sod line shall be cut in a clean smooth line (radial or straight) free of any jagged or crooked edges.
- All landscape areas shall be finished graded such that they are flush and level with the surrounding paved surfaces as not to impede the flow of drainage into landscape areas and to prevent the back wash of mulch and debris onto paved areas.
- All new landscaped areas shall be excavated of all road rock, existing site fill down to a depth of 12" minimum from top of curb. SEE DETAIL THIS SHEET FOR SPECIFICS.
- All landscape areas shall be irrigated by a fully automatic system adjusted to provide 100% coverage. All heads shall be adjusted to minimum 100% overlap.
- The irrigation system shall be equipped with a rain sensor shutoff device, hard wired to override the time clock, controller or pump station in the event of rain or equally wet conditions. This requirement conforms to the County and SFWMD ordinance.
- Any existing trees and their root zones on site shall be protected from damage during construction. All trees/palms to be removed or relocated shall require proper permitting and documentation of size, species, condition and proposed action. Established values for mitigation is required in the case of removals. Trees to be relocated shall be free of any hazardous defects and/or characteristics including but not limited to: Girdling roots, codominant leaders with bark inclusions, active trunk decay, stub cuts, open trunk wounds and broken leader(s). All permitting and review processes must be completed prior to any work being done. Any relocation's shall be root pruned in advance except for palm species. Palm fronds shall be hurricane cut in advance for any Sabal Palms to be relocated.
- All selective trimming of existing and/or relocated trees on site, shall be done applying the standards of the American National Standards Institute, ANSI 300, 2001.
- All new trees and relocated trees shall be guyed and braced applying the Standards of the National Arborist Association Guide Lines 1988 edition or most current.
- All trees and palms shall be setback from roadways, walks and utility clear zones as required to conform to safety standards of the local municipality, FDOT and/or the utility companies, whether the plans show dimensions or not. These standards shall supersede all plan documents and are included in the work required by the contractor to complete the project.
- Any substitutions to plant materials for areas addressed on the plans shall be approved by the governing municipality prior to work performed.
- Landscape materials shall be maintained during construction as part of this base contract and any materials that die or decline below grades and standards shall be replaced immediately for final acceptance.
- All landscape materials are guaranteed for full replacement including the material and labor for a period of one year from the time of final acceptance. This applies to all materials which are dead or have declined below grades and standards. The guarantee is void only in cases of 75 mph hurricane force winds at the site and/or a freeze below 35 degrees when established by the weather bureau as affecting the project location.
- Medium and large maturing palms shall be planted at least 3' (feet) from all hardscapes and at least their typical front length from a building or light pole.
- Medium and large maturing trees shall be planted at least 5' (feet) from all hardscapes (e.g. sidewalks, driveways, pavers, curbs, etc.) They shall be planted a minimum of 10' (feet) from a building or light pole.



LANDSCAPE ARCHITECT CONSULTANTS
5215 W. Broward Boulevard
Plantation, Florida 33317
P (954) 581-1110 F (954) 581-7118
LAC-000000
Thomas J. LaBontella, RLA
TJL@LACFL.COM
LAC-000000

DATE	REVISIONS:
7-11-18	RESPONSE TO COMMENTS G-01-18

DATE: 6-5-18
SCALE: N.T.S.
DRAWING BY: A.D.
DESIGNED BY: AD, T.JL

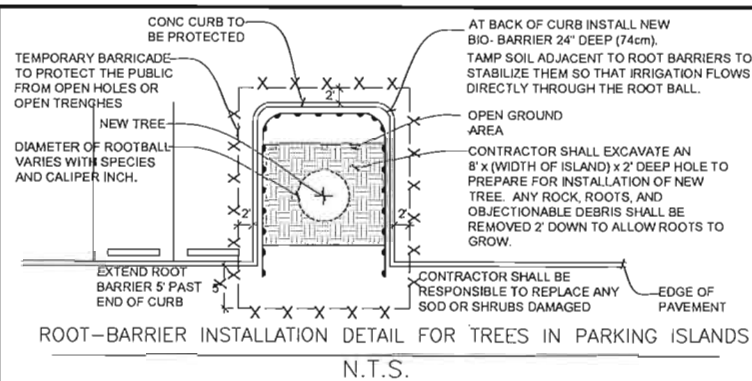
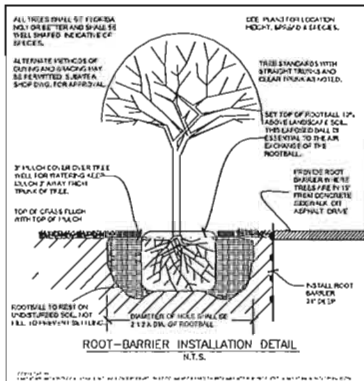
DANIA BEACH, FLORIDA

PROJECT: 3899 RAVENSWOOD ROAD IRON BROWARD COUNTY

LANDSCAPE NOTES & DETAILS:

PROJECT NO.
17-063
SHEET:
LP-2 of 2

DATE: THOMAS J. LABONTELLO, RLA
RLA-000000 RLC-20000022



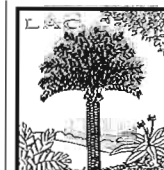
TREE RELOCATION NOTES:

DIAMETER USED HEREIN SHALL BE THE DIAMETER MEASURED AT BREAST HEIGHT (DBH) OF A SCOTT OR A CONIFERUS TREE AS MEASURED FOUR AND ONE HALF FEET (4'-6") ABOVE THE GROUND. THE DIAMETER OF A LIGNUM TREE IS MEASURED AT ONE FOOT (1') ABOVE THE GROUND.

ALL EXISTING TREES INCLUDING QUERCUS SPP., CUPRESSUS SPP., TAXUS SPP., BUCKEY SPP., AND OTHERS SPP. SHALL BE ROOT PRUNED A MINIMUM OF ONE HUNDRED TWENTY (120) DAYS BEFORE BEING RELOCATED. PROTECTION OF TREES AND ROOT ZONES WITH SAFETY MESH SHALL BE PROVIDED AT THE TIME THE ROOT PRUNING WORK TAKES PLACE.

TIME NEEDED FOR ROOT PRUNING PRIOR TO RELOCATION BASED ON TREE DIAMETER

2" - 4"	20 DAYS
4" - 10"	40 DAYS
10" - 14"	60 DAYS
14" - 18"	80 DAYS
18" - 24"	100 DAYS
24" - 30"	120 DAYS
30" - 36"	140 DAYS
36" - 42"	160 DAYS
42" - 48"	180 DAYS
48" - 54"	200 DAYS
54" - 60"	220 DAYS
60" - 66"	240 DAYS
66" - 72"	260 DAYS
72" - 78"	280 DAYS
78" - 84"	300 DAYS
84" - 90"	320 DAYS
90" - 96"	340 DAYS
96" - 102"	360 DAYS
102" - 108"	380 DAYS
108" - 114"	400 DAYS
114" - 120"	420 DAYS
120" - 126"	440 DAYS
126" - 132"	460 DAYS
132" - 138"	480 DAYS
138" - 144"	500 DAYS
144" - 150"	520 DAYS
150" - 156"	540 DAYS
156" - 162"	560 DAYS
162" - 168"	580 DAYS
168" - 174"	600 DAYS
174" - 180"	620 DAYS
180" - 186"	640 DAYS
186" - 192"	660 DAYS
192" - 198"	680 DAYS
198" - 204"	700 DAYS
204" - 210"	720 DAYS
210" - 216"	740 DAYS
216" - 222"	760 DAYS
222" - 228"	780 DAYS
228" - 234"	800 DAYS
234" - 240"	820 DAYS
240" - 246"	840 DAYS
246" - 252"	860 DAYS
252" - 258"	880 DAYS
258" - 264"	900 DAYS
264" - 270"	920 DAYS
270" - 276"	940 DAYS
276" - 282"	960 DAYS
282" - 288"	980 DAYS
288" - 294"	1000 DAYS
294" - 300"	1020 DAYS
300" - 306"	1040 DAYS
306" - 312"	1060 DAYS
312" - 318"	1080 DAYS
318" - 324"	1100 DAYS
324" - 330"	1120 DAYS
330" - 336"	1140 DAYS
336" - 342"	1160 DAYS
342" - 348"	1180 DAYS
348" - 354"	1200 DAYS
354" - 360"	1220 DAYS
360" - 366"	1240 DAYS
366" - 372"	1260 DAYS
372" - 378"	1280 DAYS
378" - 384"	1300 DAYS
384" - 390"	1320 DAYS
390" - 396"	1340 DAYS
396" - 402"	1360 DAYS
402" - 408"	1380 DAYS
408" - 414"	1400 DAYS
414" - 420"	1420 DAYS
420" - 426"	1440 DAYS
426" - 432"	1460 DAYS
432" - 438"	1480 DAYS
438" - 444"	1500 DAYS
444" - 450"	1520 DAYS
450" - 456"	1540 DAYS
456" - 462"	1560 DAYS
462" - 468"	1580 DAYS
468" - 474"	1600 DAYS
474" - 480"	1620 DAYS
480" - 486"	1640 DAYS
486" - 492"	1660 DAYS
492" - 498"	1680 DAYS
498" - 504"	1700 DAYS
504" - 510"	1720 DAYS
510" - 516"	1740 DAYS
516" - 522"	1760 DAYS
522" - 528"	1780 DAYS
528" - 534"	1800 DAYS
534" - 540"	1820 DAYS
540" - 546"	1840 DAYS
546" - 552"	1860 DAYS
552" - 558"	1880 DAYS
558" - 564"	1900 DAYS
564" - 570"	1920 DAYS
570" - 576"	1940 DAYS
576" - 582"	1960 DAYS
582" - 588"	1980 DAYS
588" - 594"	2000 DAYS
594" - 600"	2020 DAYS
600" - 606"	2040 DAYS
606" - 612"	2060 DAYS
612" - 618"	2080 DAYS
618" - 624"	2100 DAYS
624" - 630"	2120 DAYS
630" - 636"	2140 DAYS
636" - 642"	2160 DAYS
642" - 648"	2180 DAYS
648" - 654"	2200 DAYS
654" - 660"	2220 DAYS
660" - 666"	2240 DAYS
666" - 672"	2260 DAYS
672" - 678"	2280 DAYS
678" - 684"	2300 DAYS
684" - 690"	2320 DAYS
690" - 696"	2340 DAYS
696" - 702"	2360 DAYS
702" - 708"	2380 DAYS
708" - 714"	2400 DAYS
714" - 720"	2420 DAYS
720" - 726"	2440 DAYS
726" - 732"	2460 DAYS
732" - 738"	2480 DAYS
738" - 744"	2500 DAYS
744" - 750"	2520 DAYS
750" - 756"	2540 DAYS
756" - 762"	2560 DAYS
762" - 768"	2580 DAYS
768" - 774"	2600 DAYS
774" - 780"	2620 DAYS
780" - 786"	2640 DAYS
786" - 792"	2660 DAYS
792" - 798"	2680 DAYS
798" - 804"	2700 DAYS
804" - 810"	2720 DAYS
810" - 816"	2740 DAYS
816" - 822"	2760 DAYS
822" - 828"	2780 DAYS
828" - 834"	2800 DAYS
834" - 840"	2820 DAYS
840" - 846"	2840 DAYS
846" - 852"	2860 DAYS
852" - 858"	2880 DAYS
858" - 864"	2900 DAYS
864" - 870"	2920 DAYS
870" - 876"	2940 DAYS
876" - 882"	2960 DAYS
882" - 888"	2980 DAYS
888" - 894"	3000 DAYS
894" - 900"	3020 DAYS
900" - 906"	3040 DAYS
906" - 912"	3060 DAYS
912" - 918"	3080 DAYS
918" - 924"	3100 DAYS
924" - 930"	3120 DAYS
930" - 936"	3140 DAYS
936" - 942"	3160 DAYS
942" - 948"	3180 DAYS
948" - 954"	3200 DAYS
954" - 960"	3220 DAYS
960" - 966"	3240 DAYS
966" - 972"	3260 DAYS
972" - 978"	3280 DAYS
978" - 984"	3300 DAYS
984" - 990"	3320 DAYS
990" - 996"	3340 DAYS
996" - 1002"	3360 DAYS
1002" - 1008"	3380 DAYS
1008" - 1014"	3400 DAYS
1014" - 1020"	3420 DAYS
1020" - 1026"	3440 DAYS
1026" - 1032"	3460 DAYS
1032" - 1038"	3480 DAYS
1038" - 1044"	3500 DAYS
1044" - 1050"	3520 DAYS
1050" - 1056"	3540 DAYS
1056" - 1062"	3560 DAYS
1062" - 1068"	3580 DAYS
1068" - 1074"	3600 DAYS
1074" - 1080"	3620 DAYS
1080" - 1086"	3640 DAYS
1086" - 1092"	3660 DAYS
1092" - 1098"	3680 DAYS
1098" - 1104"	3700 DAYS
1104" - 1110"	3720 DAYS
1110" - 1116"	3740 DAYS
1116" - 1122"	3760 DAYS
1122" - 1128"	3780 DAYS
1128" - 1134"	3800 DAYS
1134" - 1140"	3820 DAYS
1140" - 1146"	3840 DAYS
1146" - 1152"	3860 DAYS
1152" - 1158"	3880 DAYS
1158" - 1164"	3900 DAYS
1164" - 1170"	3920 DAYS
1170" - 1176"	3940 DAYS
1176" - 1182"	3960 DAYS
1182" - 1188"	3980 DAYS
1188" - 1194"	4000 DAYS
1194" - 1200"	4020 DAYS
1200" - 1206"	4040 DAYS
1206" - 1212"	4060 DAYS
1212" - 1218"	4080 DAYS
1218" - 1224"	4100 DAYS
1224" - 1230"	4120 DAYS
1230" - 1236"	4140 DAYS
1236" - 1242"	4160 DAYS
1242" - 1248"	4180 DAYS
1248" - 1254"	4200 DAYS
1254" - 1260"	4220 DAYS
1260" - 1266"	4240 DAYS
1266" - 1272"	4260 DAYS
1272" - 1278"	4280 DAYS
1278" - 1284"	4300 DAYS
1284" - 1290"	4320 DAYS
1290" - 1296"	4340 DAYS
1296" - 1302"	4360 DAYS
1302" - 1308"	4380 DAYS
1308" - 1314"	4400 DAYS
1314" - 1320"	4420 DAYS
1320" - 1326"	4440 DAYS
1326" - 1332"	4460 DAYS
1332" - 1338"	4480 DAYS
1338" - 1344"	4500 DAYS
1344" - 1350"	4520 DAYS
1350" - 1356"	4540 DAYS
1356" - 1362"	4560 DAYS
1362" - 1368"	4580 DAYS
1368" - 1374"	4600 DAYS
1374" - 1380"	4620 DAYS
1380" - 1386"	4640 DAYS
1386" - 1392"	4660 DAYS
1392" - 1398"	4680 DAYS
1398" - 1404"	4700 DAYS
1404" - 1410"	4720 DAYS
1410" - 1416"	4740 DAYS
1416" - 1422"	4760 DAYS
1422" - 1428"	4780 DAYS
1428" - 1434"	4800 DAYS
1434" - 1440"	4820 DAYS
1440" - 1446"	4840 DAYS
1446" - 1452"	4860 DAYS
1452" - 1458"	4880 DAYS
1458" - 1464"	4900 DAYS
1464" - 1470"	4920 DAYS
1470" - 1476"	4940 DAYS
1476" - 1482"	4960 DAYS
1482" - 1488"	4980 DAYS
1488" - 1494"	5000 DAYS
1494" - 1500"	5020 DAYS
1500" - 1506"	5040 DAYS
1506" - 1512"	5060 DAYS
1512" - 1518"	5080 DAYS
1518" - 1524"	5100 DAYS
1524" - 1530"	5120 DAYS
1530" - 1536"	5140 DAYS
1536" - 1542"	5160 DAYS
1542" - 1548"	5180 DAYS
1548" - 1554"	5200 DAYS
1554" - 1560"	5220 DAYS
1560" - 1566"	5240 DAYS
1566" - 1572"	5260 DAYS
1572" - 1578"	5280 DAYS
1578" - 1584"	5300 DAYS
1584" - 1590"	5320 DAYS



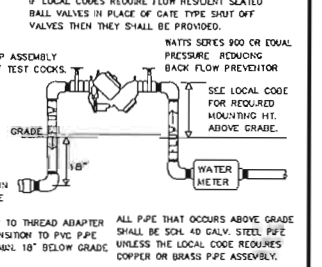
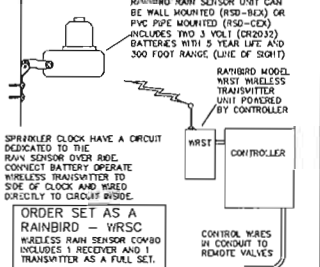
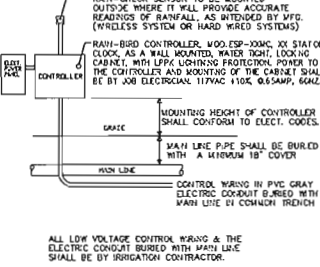
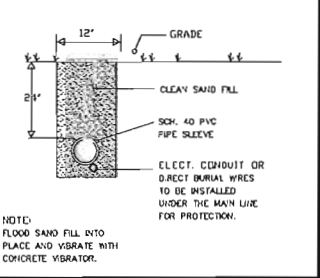
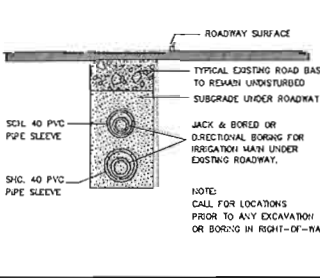
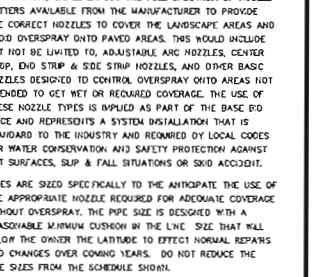
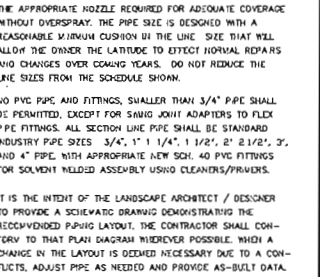
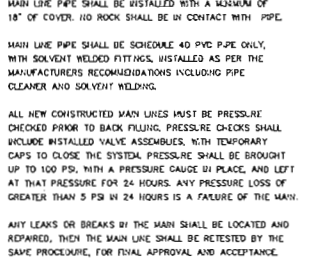
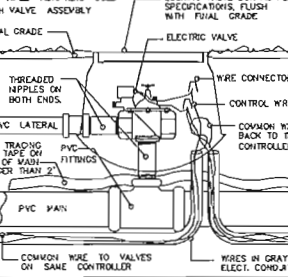
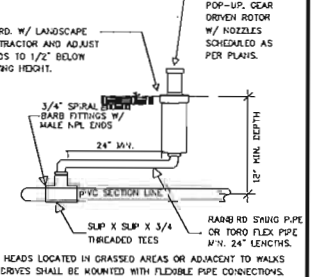
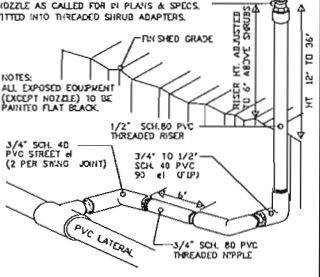
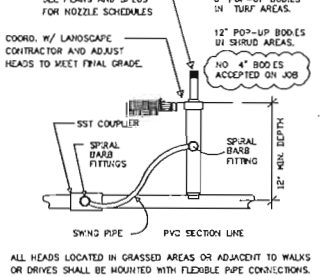
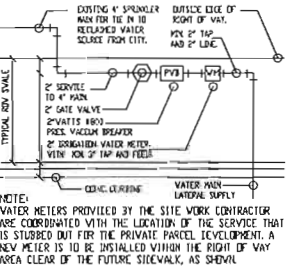
DATE	REVISIONS:

PROJECT: 3899 RAVENSWOOD ROAD IROM
BROWARD COUNTY
DANIA BEACH, FLORIDA

DATE
THOMAS J LAUBENTHAL
ILA-0000563 IL-C-2600472



TRANSFORM WFG = MODEL ESP LX-24
 A 24 START CLOCK W/ 14.4 P. HOUR PROGRAMMABLE FEATURES (4
 FOR A.B.C AND D (DRIP CYCLES)
 1. INDIVIDUAL CYCLE SETTINGS IN 1-120 MINUTE INCREMENTS
 WITH TIME OF DAY, W/ 4.0 START TIMES, 365 DAY
 CALENDAR, 400-6000 DAILY WATERING OPTIONS.
 C. WATER BUDGET AND SEASONAL PROGRAM ADJUSTMENTS
 WITH 1% TO 300% ADJUSTMENT RANGE
 D. DEFAULT PROGRAM SETTING TO RETAIN MEMORY IN CASE
 OF POWER LOSS
 E. BATTERY BACK UP RESERVE POWER FOR MINIMUM 3 DAYS.
 F. RAIN AND MOISTURE SENSOR BYPASS TO OVER RIDE SYSTEM
 G. EASY PROGRAMMING GUIDE W/ FACE PANEL OF UNIT.
 H. DIAGNOSTIC FLUX TEST CURT CIRCUIT BREAKER FOR WIRE FAULTS
 120VAC - 10.0A, 60 HZ WITH 28.5 VAC, 1.9 AMP OUTPUT

[illegible]

2" AND OVER THERE SHOULD BE A 2" MINIMUM BETWEEN THE
THE WALL OF THE SLEEVE AND THE OUTSIDE WALL OF THE PIPE.

PIPE SLEEVING SCHEDULE

PIPE SIZE	SLEEVE SIZE
1"	2"
1 1/4"	2 1/2"
1 1/2"	3"
2"	4"
2 1/2"+	6"

EVES THAT PROTECT TWO OR MORE LATERALS AND/OR MAINS
THE SAME SLEEVE SHALL BE SIZED BY THE CONTRACTOR WITH
SAVE MINIMUM 2" CLEARANCE STANDARD FOR ALL PIPES.

THE IRRIGATION CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH ALL OTHER DRAWINGS OF THE PROJECT TO RESOLVE COORDINATION AND POTENTIAL CONFLICTS WITH EXISTING UNDERGROUND PIPES AND UTILITIES OR WORK BY OTHERS, PRIOR TO ANY WORK BEING DONE. MOST MAIN LINES SHARE ALIGNMENT WITH PERIMETER UTILITY EASEMENTS & SIGNIFICANT LANDSCAPE BUFFER PLANTINGS. AVOID CONFLICTS WITH ROOTBALL AREA OF TREES.

THE IRRIGATION CONTRACTOR IS RESPONSIBLE TO CALL FOR LOCATIONS AND TO COORDINATE WITH LOCAL AGENCIES TO IDENTIFY LINES, PIPES, CABLES OF EASEMENTS WITHIN THE EFFECTED AREAS, PRIOR TO WORK. ALL WORK SHALL CONFORM TO THE FLORIDA BUILDING CODE PLUMBING SECTION, APPENDIX F FOR IRRIGATION.

THE INSTALLING CONTRACTORS ARE RESPONSIBLE FOR THEIR OWN LICENSE, AND PERMITS WITHIN THE JURISDICTION OF FLORIDA AND HAWAII. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS FOR SOUTH FLORIDA WATER MANAGEMENT DISTRICT ARE FULLED BY THE OWNER. (QUALIFIED APPLICANT 104.6.1.2) PERMITS WILL ONLY BE ISSUED TO RELATED PEOPLE OR FIRMS. QUALIFICATION SHALL BE IN ACCORDANCE WITH THE RULES OF THE BROWARD COUNTY CENTRAL EXAMINING BOARD, ORDINANCE 98-9 AND CHAPTER 9 OF THE COUNTY CODES; STATE DBPR, CHAPTER 489, PART 1 OF FLORIDA STATE STATUTES; OR OTHER EXAMINING BOARDS APPROVED BY THE BROWARD BOARD OF RULES AND APPEALS.

THE HORIZONTAL CONTROL FOR THE PROJECT WILL BE ESTABLISHED BY THE GENERAL CONTRACTOR WHO WILL LOCATE AND STAKE PROPERTY LINES, ALL RECORDED EASEMENTS, LIMIT OF WORK LINE, LIGHT POLES, PAVED AREAS, PARKING ISLANDS, DRAINAGE STRUCTURES AND RELATED FEATURES.

ALL MAINS AND SECTION LINES ARE SHOWN SCHEMATICALLY. LINES WHERE EVER POSSIBLE SHALL BE CONSOLIDATED INTO COMMON TRENCHES. THE CONTROL WIRES IN GRAY ELECTRICAL CONDUIT SHALL BE LOCATED UNDER THE MAIN FOR PROTECTION.

ALL MAIN LINES SHALL BE BURIED A UNIFORM 24" BELOW GRADE. ALL SECTION LINES SHALL BE INSTALLED A MINIMUM OF 12" BELOW GRADE.

SLEEVES UNDER ROADWAYS MAY BE DEEPER THAN 24" TO COORDINATE WITH ROADWAY CONSTRUCTION REQUIREMENTS OR TO COORDINATE WITH UTILITIES. SLEEVES UNDER PAVED PARKING AREAS WILL TYPICALLY MAINTAIN A 24" DEPTH TO ALIGN WITH MAIN LINE INSTALLATION DEPTHS.

ALL MAIN LINE PIPE SHALL BE SCHEDULE 40 PVC NEW PIPE ONLY. TYPE 1, PIPE, ASTM D-2241.

ALL SECTION LINE PIPE FROM 3/4" TO 2" I.D. SHALL BE SCHEDULE 40 PVC NEW PIPE ONLY. TYPE 1, PIPE, ASTM D-2241. ALL SECTION LINE PIPE FROM 2.5" TO 6" SHALL BE SDR-26 (160 PSI) PVC 11/2" TYPE 1 PIPE.

ALL PIPING IS SIZED TO MEET DESIGN CALCULATIONS FOR GPM FLOW AND FOR A PRE-DESIGNED CUSHION TO ALLOW FOR NOMINAL REPAIRS AND FOR MODIFICATIONS TO THE SYSTEM WHICH OCCUR OVER TIME IN NORMAL OPERATION OF SYSTEM. LINE SHALL BE INSTALLED TO THE SIZE AS SHOWN IN PLANS. DOWN SIZING LINES ARE NOT PERMITTED WITHOUT A CHANGE ORDER AND A REVISION OF THE DRAWING. THE CONTRACTOR MAY SUGGEST REVISION OR VALUE ENGINEERING WITH THE LANDSCAPE ARCHITECT FOR REVIEW AND WRITTEN APPROVALS PRIOR TO IMPLEMENTATION.

ALL PVC SOLVENT WELDED ASSEMBLY SHALL BE CLEANED AND PRIMED PRIOR TO THE SOLVENT WELD. ALL PVC CEMENT SHALL CONFORM TO ASTM D-2564. ALL PVC PIPE CLEANER SHALL CONFORM TO ASTM D-656.

ALL WORK SHALL BE DONE IN A GOOD WORKMAN-LIKE MANNER AND IN ACCORDANCE WITH THE RECOMMENDATIONS AND STANDARDS OF THE FLORIDA IRRIGATION SOCIETY, BROWARD CHAPTER AND FLORIDA BUILDING CODE APPENDIX F.

ALL CONTROL WIRES SHALL BE U.L. APPROVED DIRECT BURIAL TYPE PLASTIC COATED WIRE, AWG SIZE MINIMUM 14 GAUGE SOLID OR 12 STRAND WIRE. ALL SPLICES SHALL BE MADE WITH RAINBOW ST-03 NON TIGHT WATERPROOF CONNECTORS. ALL WIRES SHALL BE MARKED WITH DURABLE TAGS IDENTIFYING EACH AND ALL WIRES.

ALL CONTROL WIRES SHALL BE INSTALLED IN U.L. APPROVED SIZE OF CLASS 160 GRAY ELECTRICAL CONDUIT WITH SWEEPS UP INTO A PULL BOX OR VALVE BOX ASSEMBLY.

THE IRRIGATION CONTRACTOR SHALL BRING THE CONTROL WIRES TO THE TIMECLOCK/CONTROLLER AND CONNECT ALL WIRING ON THE LOW VOLTAGE SIDE OF THE PANEL. ALL HIGH VOLTAGE WIRING AND POWER IS PROVIDED BY THE PUMP MANUFACTURER AND THE OWNER. LABEL ALL CONTROL WIRES AT THE PANEL TO CONFORM TO THOSE IN THE FIELD.

ALL VALVE BOXES AND PULL BOXES FOR CONTROL WIRES SHALL BE AN AMETEX BOX, MINIMUM 10" DIAMETER ROUND BOX, ONE PER EACH VALVE.

EACH LENGTH OF MAIN LINE BETWEEN THE PUMP STATION AND EACH ISOLATION VALVE SHALL BE PRESSURE CHECKED AND INSPECTED BY THE DESIGN PROFESSIONAL. PRESSURE MUST MAINTAIN A MINIMUM OF 5 PSI LOSS IN 24 HOURS FROM A 100 PSI PRIMING FOR ANY GIVEN TEST LENGTH.

THE SPRINKLER CONTRACTOR SHALL COORDINATE WITH THE WATER DEPARTMENT TO INSTALL THE BACKFLOW PREVENTOR ACCORDING TO LOCAL CODES & STANDARDS ADJUSTING TO SCHEDULES OF EQUIPMENT, PIPING, MATERIALS FOR SIGN OFF AND APPROVALS. CODE REQUIREMENTS TAKE PRECEDENT OVER DETAILS & SPECIFICATIONS.

THE FULL SPECTRUM OF NOZZLES, NOZZLE ANGLES, FULL CIRCLE, PART CIRCLE & ADJUSTABLE PATTERN HEADS IS TO BE EMPLOYED IN THIS CONSTRUCTION. THE CONTRACTOR SHALL ADJUST THE SYSTEM FOR COMPLETE COVERAGE WITH THE MANUFACTURERS RECOMMENDED 100% OVERLAP, AND UTILIZE THE ADJUSTABLE PATTERN HEADS TO AVOID OVERSPRAY TO PAVED SURFACES. THE CONTRACTOR IS ALSO TO INCLUDE IN HIS BID AND PROVIDE FOR THE INSTALLATION OF ANY ADDITIONAL HEADS REQUIRED TO BE ADDED TO INSURE COVERAGE FOR THE PROJECT.

ALL HEADS SHALL BE SET USING THE MANUFACTURERS RECOMMENDED SWING JOINT ASSEMBLIES INCLUDING SPIRAL BARB FITTINGS AND THICK WALL PIPE OR SHIM BUT SHIP DRAWINGS FOR APPROVAL.

ALL MATERIALS ARE GUARANTEED FREE FROM DEFECTS AND ALL WORKMANSHIP AND INSTALLATION ARE GUARANTEED FOR THE COST OF FULL REPLACEMENT FOR A PERIOD OF ONE YEAR FROM THE TIME OF COMPLETION AND FINAL ACCEPTANCE OF EACH SEPARATE, COMPLETED, AND FULLY OPERATIONAL SYSTEM.

[illegible]

S:

DANIA BEACH, FLORIDA

PROJECT: 3899 RAVENSWOOD ROAD FROM
BROWARD COUNTY

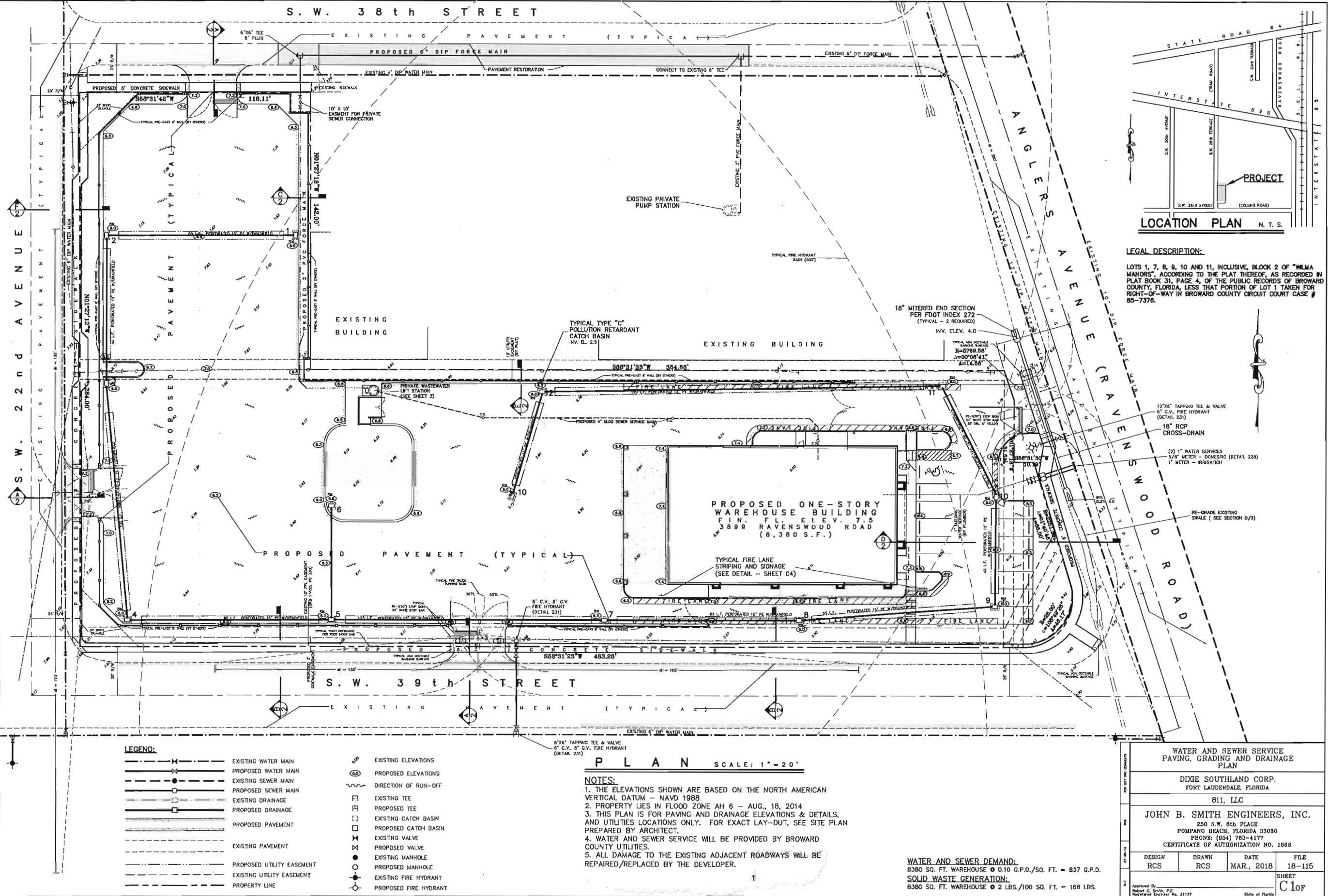
IRRIGATION NOTES & DETAIL

PROJECT NO.
17-063

SHEET:
IR-2 of 2

DATE
THOMAS J. LAUBERTHAL
FLA 0000563 FLC-20000472





LEGEND:

—●—	EXISTING WATER MAIN	○	EXISTING ELEVATIONS
—●—	PROPOSED WATER MAIN	○	PROPOSED ELEVATIONS
—●—	EXISTING SEWER MAIN	—	DIRECTION OF RUN-OFF
—●—	PROPOSED SEWER MAIN	□	EXISTING TEE
—●—	EXISTING DRAINAGE	□	PROPOSED TEE
—●—	PROPOSED DRAINAGE	□	EXISTING CATCH BASIN
—●—	PROPOSED PAVEMENT	□	PROPOSED CATCH BASIN
—●—	EXISTING PAVEMENT	□	EXISTING VALVE
—●—	PROPOSED UTILITY EASEMENT	□	PROPOSED VALVE
—●—	EXISTING UTILITY EASEMENT	○	EXISTING MANHOLE
—●—	PROPERTY LINE	○	PROPOSED MANHOLE
		○	EXISTING FIRE HYDRANT
		○	PROPOSED FIRE HYDRANT

PLAN SCALE: 1"=20'

NOTES:

1. THE ELEVATIONS SHOWN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM - NAVD 1988
2. PROPERTY LIES IN FLOOD ZONE AH 6 - AUG., 18, 2014
3. THIS PLAN IS FOR PAVING AND DRAINAGE ELEVATIONS & DETAILS, AND UTILITIES LOCATIONS ONLY. FOR EXACT LAY-OUT, SEE SITE PLAN PREPARED BY ARCHITECT.
4. WATER AND SEWER SERVICE WILL BE PROVIDED BY BROWARD COUNTY UTILITIES.
5. ALL DAMAGE TO THE EXISTING ADJACENT ROADWAYS WILL BE REPAIRED/REPLACED BY THE DEVELOPER.

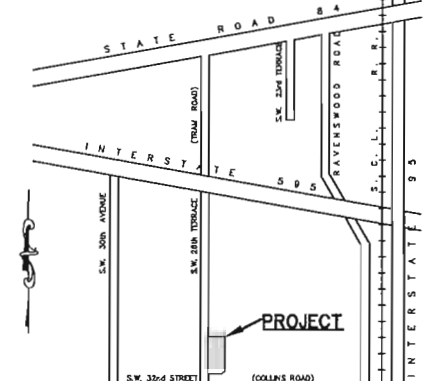
WATER AND SEWER DEMAND:
8380 SQ. FT. WAREHOUSE @ 0.10 G.P.O./SQ. FT. = 837 G.P.D.
SOLID WASTE GENERATION:
8380 SQ. FT. WAREHOUSE @ 2 LBS./100 SQ. FT. = 168 LBS.

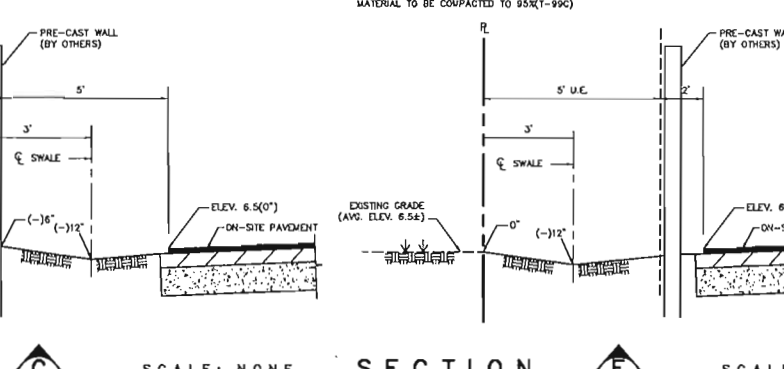
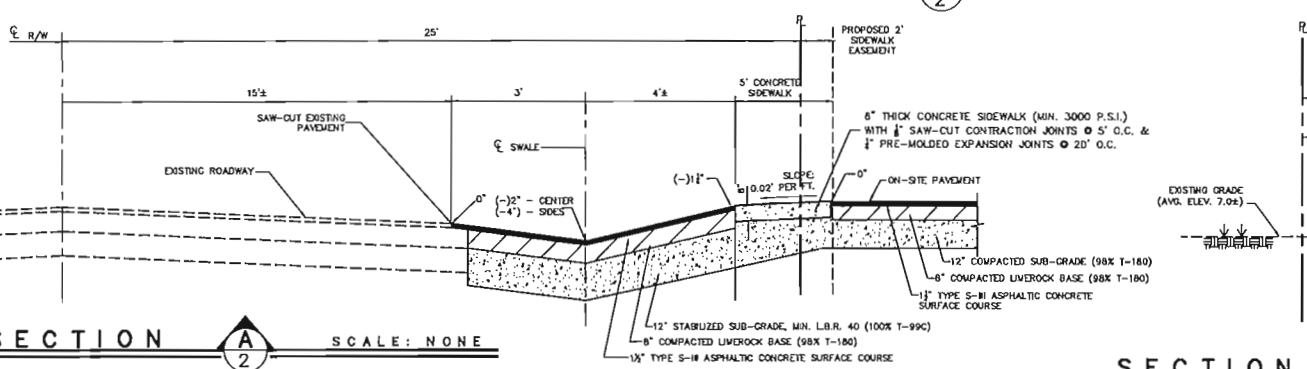
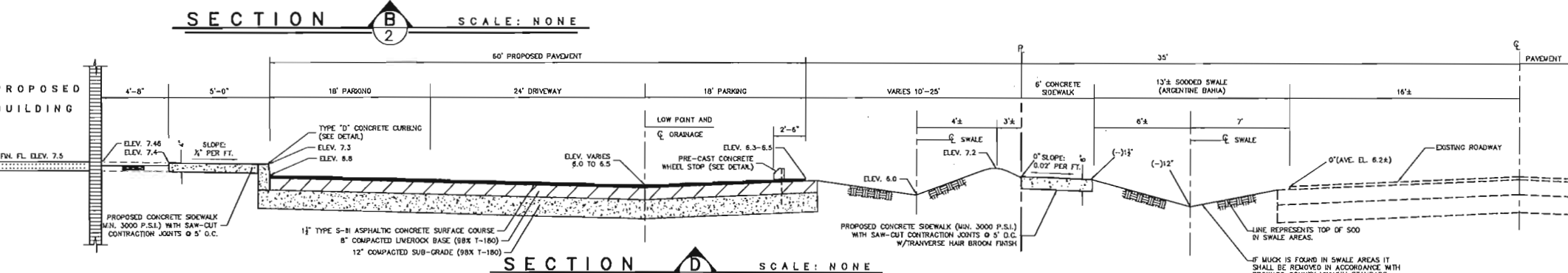
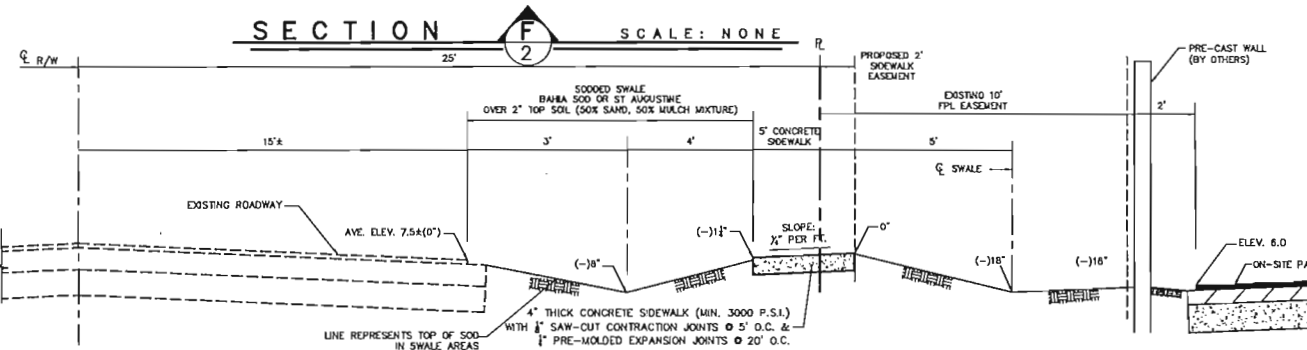
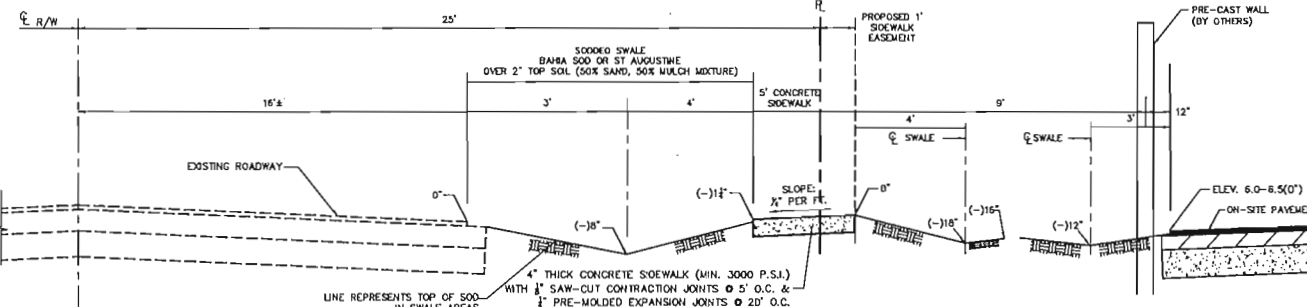
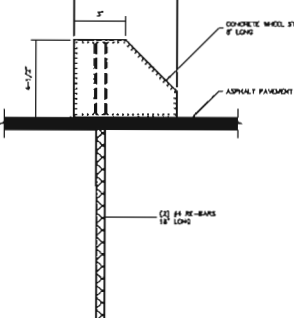
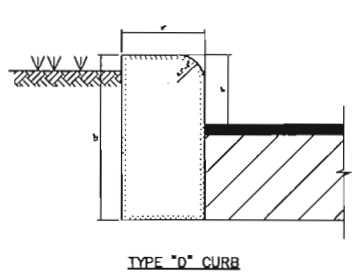
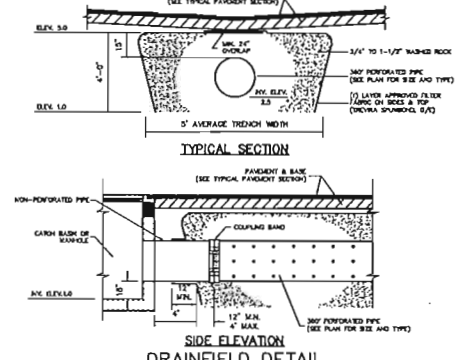
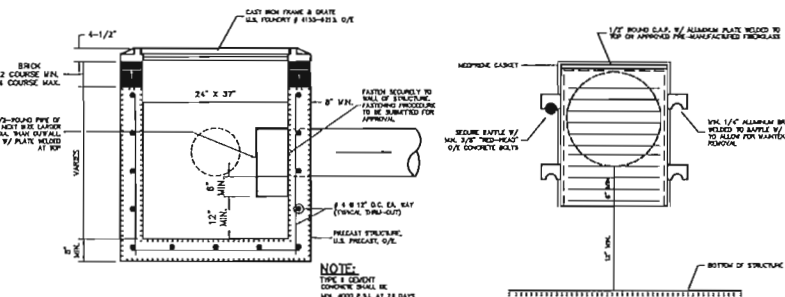
WATER AND SEWER SERVICE PAVING, GRADING AND DRAINAGE PLAN			
DIXIE SOUTHLAND CORP. FORT LAUDERDALE, FLORIDA			
811, LLC			
JOHN B. SMITH ENGINEERS, INC. 250 S.W. 6th PLACE POMPAHO BEACH, FLORIDA 33080 PHONE: (954) 783-4177 CERTIFICATE OF AUTHORIZATION NO. 1888			
DESIGN RCS	DRAWN RCS	DATE MAR., 2018	FILE 18-115
Approved By: Robert C. Smith, P.E. Registered Engineer No. 31177			SHEET C10f

LEGAL DESCRIPTION:

LOTS 1, 7, 8, 9, 10 AND 11, INCLUSIVE, BLOCK 2 OF "WILMA MANORS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 4, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS THAT PORTION OF LOT 1 TAKEN FOR RIGHT-OF-WAY IN BROWARD COUNTY CIRCUIT COURT CASE # 85-7376.

LOCATION PLAN N.T.S.





B.C.T.E.D. NOTES:
PAVEMENT MARKINGS SHALL BE THERMOPLASTIC (TP) IN ACCORDANCE WITH FLORIDA D.O.T. SPECIFICATION SECTION 711. REFLECTIVE PAVEMENT MARKERS (RPM) SHALL BE IN ACCORDANCE WITH SECTION 706. BOTH PAVEMENT MARKINGS AND RPM SHALL BE INSTALLED IN ACCORDANCE WITH THE "MANUAL OF UNIFORM STANDARDS FOR DESIGN CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" AND B.C.T.E.D. STANDARDS. ALL TRAFFIC SIGNS SHALL BE HIGH INTENSITY REFLECTIVE MATERIAL.
ALL PAVEMENT MARKINGS AND SIGNING DAMAGED DURING CONSTRUCTION SHALL BE RESTORED TO BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS (CURRENT EDITION).
PAVEMENT MARKINGS REFLECTIVITY SHALL BE UNIFORM ACROSS THE ENTIRE STRIPE AND SHALL HAVE A MINIMUM REFLECTIVITY READING OF 250 MILICANDELAS FOR WHITE AND 175 FOR YELLOW.

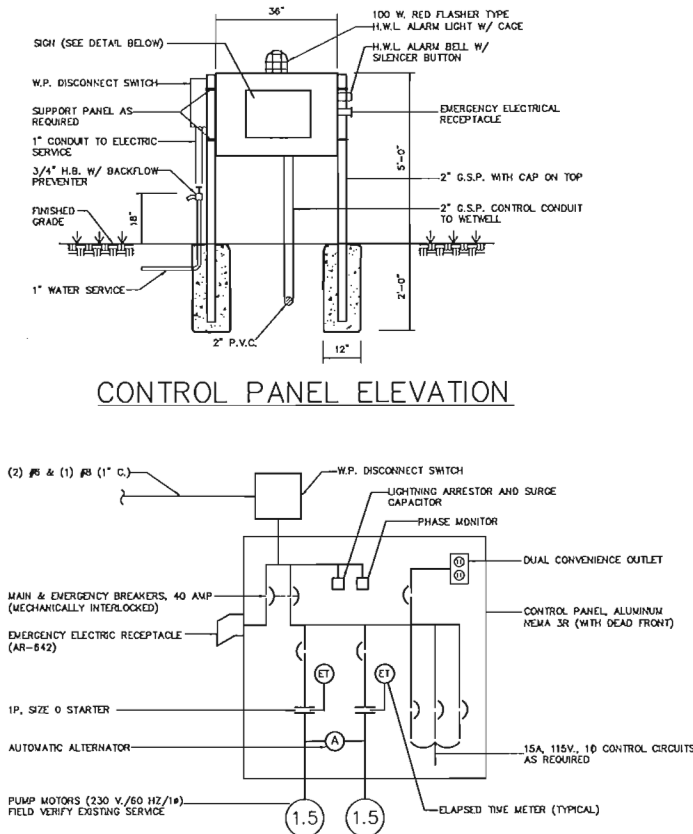
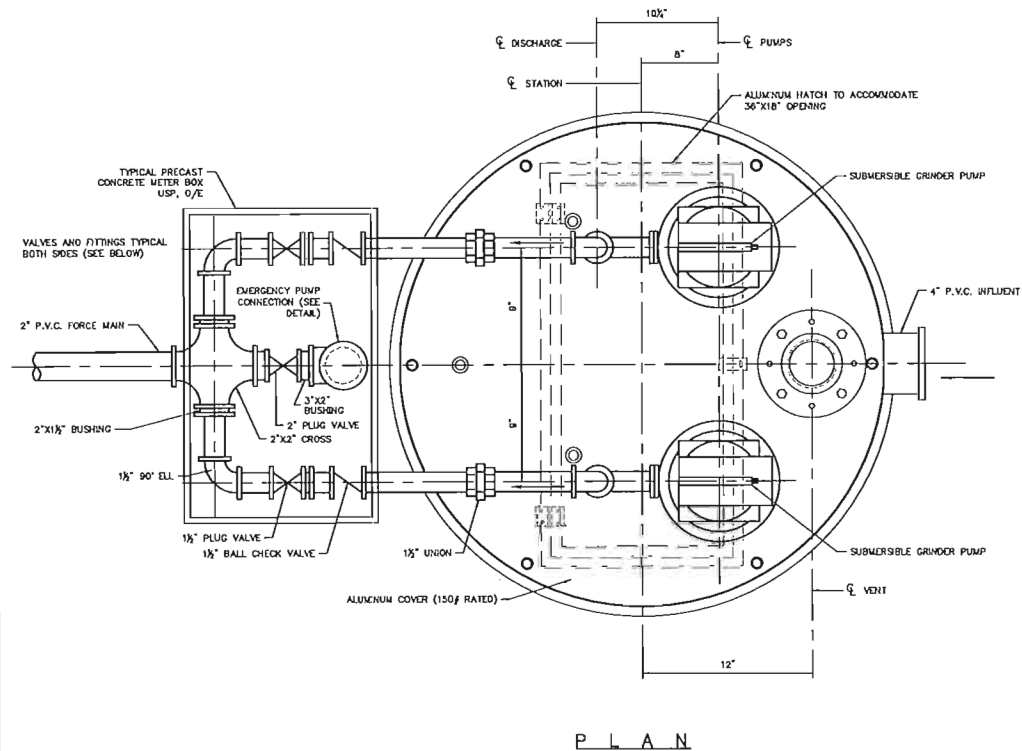
The following items are not reviewed or accepted by Broward County:

1. Broward County Traffic Engineering Division's review does not include a review and acceptance of the project's design or operation. These items are to be reviewed and approved by the City Engineer.
2. Broward County Traffic Engineering Division does not review and approve, or inspect and accept the following items for maintenance: pavement markings on or adjacent to paver bricks, pointed asphalt, stamped asphalt or pavement markings made of paver bricks, raised intersections and related markings and signing, un-warranted mid-block crosswalks and related markings and signing, pointed/decorative crosswalks and related markings and signing, pointed/decorative crosswalks, raised crosswalks and related markings and signing, Advanced Warning pavement markings for Speed Tables, Blinker Signs, Rectangular Rapid Flasher Beacons and related markings and signing, on-street parking and related markings and signing, in-road lighting and related markings and signing, green bike lanes, flexible delineators, decorative signs and decorative sign posts, planters, on-site pavement markings and signing, off-site pavement markings and signing in right-of-way that is not dedicated for public use, sidewalk work or asphalt work.
3. The City Engineer is responsible for the review and approval of the design and operation of the project, and for the inspection and acceptance of the following items that will be maintained by the City: pavement markings on or adjacent to paver bricks, pointed asphalt, stamped asphalt or pavement markings made of paver bricks, raised intersections and related markings and signing, un-warranted mid-block crosswalks and related markings and signing, pointed/decorative crosswalks and related markings and signing, pointed/decorative crosswalks, raised crosswalks and related markings and signing, Advanced Warning pavement markings for Speed Tables, Blinker Signs, Rectangular Rapid Flasher Beacons and related markings and signing, on-street parking and related markings and signing, in-road lighting and related markings and signing, green bike lanes, flexible delineators, decorative signs and decorative sign posts, planters, on-site pavement markings and signing, off-site pavement markings and signing in right-of-way that is not dedicated for public use, sidewalk work or asphalt work.

NOTES:

- GENERAL**
- 1- ALL CONSTRUCTION, MATERIALS AND INSPECTIONS SHALL COMPLY WITH CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF DANIA BEACH, BROWARD COUNTY ENGINEERING DIVISION'S "MINIMUM STANDARDS", AND FLORIDA DEPARTMENT OF TRANSPORTATION, WHERE APPLICABLE.
 - 2- LOCATION OF EXISTING UTILITIES ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL LOCATE AND EXPOSE PRIOR TO CONSTRUCTION ALL EXISTING UTILITIES TO BE CONNECTED TO AND BRING TO THE ATTENTION OF THE ENGINEER ANY DEVIATIONS FROM THAT AS SHOWN ON THE PLANS.
 - 3- PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL HOLD A PRECONSTRUCTION MEETING TO INCLUDE THE ENGINEER OF RECORD, CITY, AND ANY OTHER UTILITIES AND/OR AGENCIES INVOLVED.
 - 4- ALL ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
 - 5- ALL UTILITIES AND DRAINAGE INSTALLATIONS UNDER PROPOSED PAVEMENT SHALL BE COMPLETED PRIOR TO COMMENCING PAVEMENT SUB-GRADE CONSTRUCTION.
 - 6- THE CONTRACTOR IS REQUIRED TO HAVE INSPECTIONS MADE ON EACH OF THE FOLLOWING ITEMS BY THE ENGINEER AND CITY:
 - A) UTILITIES AND DRAINAGE
 - B) SUB-GRADE
 - C) ROCK BASE
 - D) PRIME COAT
 - E) ASPHALT
 - F) FINAL
 - 7- CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF 48 HOURS PRIOR TO REQUESTED INSPECTIONS.
 - 8- SHOP DRAWINGS OF ALL MATERIALS TO BE USED SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. APPROVAL FROM ALL APPROPRIATE AGENCIES SHALL BE OBTAINED PRIOR TO INSTALLATION.
 - 9- CONTRACTOR SHALL MAINTAIN A CURRENT SET OF CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES.
- PAVING**
- 1- REMOVE MUCK, OVERBURDEN AND ROOT MATERIAL WITHIN 10 FEET OF ANY EDGE OF PAVEMENT OR BUILDING. BACKFILL TO REQUIRED SUB-GRADE WITH CLEAN, GRANULAR MATERIAL IN MAXIMUM 12 INCH LIFTS, COMPACTED TO 98% MAXIMUM DENSITY AS DETERMINED BY AASHTO-T-180.
 - 2- STABILIZED SUB-GRADE (MINIMUM L.B.R. 40) SHALL BE COMPACTED TO 98% MAXIMUM DENSITY AS DETERMINED BY AASHTO-T-180.
 - 3- LIME/ROCK BASE SHALL MEET FLORIDA D.O.T. STANDARD SPECIFICATIONS, SECTION 911, AND INSTALLED PER SECTION 200. DENSITY TESTS SHALL BE TAKEN AT A MINIMUM OF EVERY 5,000 S.F. FOR EACH LIFT WITH COPIES TO THE ENGINEER FOR APPROVAL. LIME/ROCK BASE TO BE FRIED IN ACCORDANCE WITH SECTION 300. BASE SHALL HAVE A COMPACTED THICKNESS AS SPECIFIED ON THE PLAN BUT IN NO CASE LESS THAN 6 INCHES.
 - 4- ASPHALTIC CONCRETE SURFACE COURSE SHALL BE TYPE S-II CONFORMING TO SECTION 311, FLORIDA D.O.T. STANDARD SPECIFICATIONS. THE MINIMUM COMPACTED THICKNESS TO BE AS NOTED ON PLANS.
 - 5- FINISHED ROCK "AS-BUILT" GRADES BY A REGISTERED SURVEYOR SHALL BE SUBMITTED TO THE ENGINEER AND CITY FOR APPROVAL PRIOR TO PLACING ASPHALT.
 - 6- PAVEMENT MARKINGS SHALL BE THERMOPLASTIC (T.P.) IN ACCORDANCE WITH FLORIDA D.O.T. SPECIFICATION SECTION 711. REFLECTIVE PAVEMENT MARKERS (R.P.M.) SHALL BE IN ACCORDANCE WITH SECTION 706. BOTH PAVEMENT MARKINGS AND R.P.M. SHALL BE INSTALLED IN ACCORDANCE WITH THE "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" AND BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS. ALL TRAFFIC SIGNS SHALL BE HIGH INTENSITY REFLECTIVE MATERIAL.
- DRAINAGE**
- 1- DRAINAGE PIPE SHALL BE ONE OF THE FOLLOWING:
 - A) CORRUGATED POLYETHYLENE PIPE (P.E.) FABRICATED TO ASTM 405 AND AASHTO-M294. PIPE SHALL BE ADS N-12, OR APPROVED EQUAL.
 - B) HELICAL CORRUGATED ALUMINUM (C.A.P.) FABRICATED TO ASTM B209 AND AASHTO-196. PIPE SHALL HAVE 2-2/3" X 1/2" CORRUGATIONS AND SHALL HAVE A MINIMUM THICKNESS OF:
 - 1) 24" AND SMALLER - 16 GAUGE
 - 2) OVER 24" - 14 GAUGE
 - C) REINFORCED CONCRETE PIPE (R.C.P.) SHALL BE CLASS II AND MEET THE REQUIREMENTS OF ASTM C-76. THE PIPE JOINT SHALL BE OF THE BELL-AND-SPIGOT TYPE.
 - 2- PRECAST DRAINAGE MANHOLES AND CATCH BASINS SHALL MEET THE REQUIREMENTS OF ASTM C-478 WITH A CONCRETE MINIMUM COMPRESSIVE STRENGTH OF 4000 P.S.I. AT 28 DAYS. SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO MANUFACTURE.
 - 3- ALL CONCRETE USED SHALL DEVELOP A MINIMUM OF 3000 P.S.I. COMPRESSIVE STRENGTH AT 28 DAYS.
 - 4- CONTRACTOR SHALL PROVIDE THE ENGINEER "AS-BUILTS" OF THE PROJECT GIVING ALL HORIZONTAL DIMENSIONS AND VERTICAL INFORMATION BY A REGISTERED SURVEYOR.

PAVING AND DRAINAGE DETAILS			
DIXIE SOUTHLAND CORP FORT LAUDERDALE, FLORIDA			
811, LLC			
JOHN B. SMITH ENGINEERS, INC. 250 S.W. 8th PLACE POMPAHO BEACH, FLORIDA 33080 PHONE: (954) 763-4177 CERTIFICATE OF AUTHORIZATION NO. 1888			
DESIGN RCS	DRAWN RCS	DATE MAR., 2018	FILE 18-115
SHEET C2 OF			State of Florida

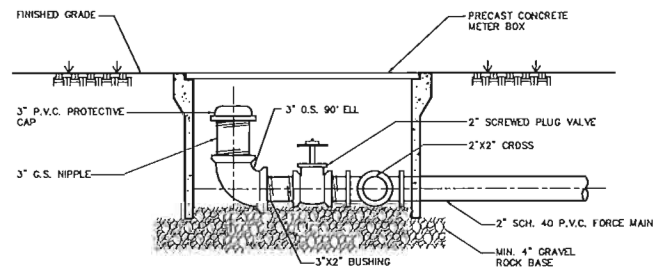


STATION NOTES:

1. THE STATION SHALL BE A SUBMERSIBLE SEWAGE GRINDER PUMP TYPE AS MANUFACTURED BY KSB, OR APPROVED EQUAL.
2. EQUIPMENT SHALL INCLUDE, BUT NOT BE LIMITED TO:
 - A) TWO TOTALLY SUBMERSIBLE SEWAGE GRINDER PUMPS OF THE CENTRIFUGAL TYPE WITH RECESSED TYPE IMPELLER AND INTERNAL BUILT-IN GRINDER UNIT.
 - B) LIFT-OUT RAIL SYSTEM CONSISTING OF SEAL FITTINGS THAT MOUNT VERTICALLY INTO STATIONARY DISCHARGE CASTING, GUIDE RAILS, AND SUPPORT ACCESSORIES.
 - C) ALUMINUM FRAME AND HINGED ACCESS COVER AND STAINLESS STEEL LIFTING CABLES.
 - D) TYPE "SO" POWER CABLES OF SUFFICIENT LENGTH FOR INSTALLATION AS SHOWN ON THE PLANS.
 - E) N.E.M.A. 3R ALUMINUM CENTRAL CONTROL PANEL WITH CIRCUIT BREAKERS, MOTOR STARTERS, ETM FOR EACH MOTOR, LEVEL CONTROL, RELAYS, HIGH WATER LEVEL ALARM AND LIGHT, AND PANEL INTERNAL WIRING.
3. THE PUMPS SHALL BE KSB KRIS40-160 WITH A 1.5 HP ELECTRIC MOTOR WHICH IS SUITABLE FOR OPERATION AT 230 VOLT, 1 PHASE, 60 CYCLE ELECTRICAL SERVICE.
4. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION.
5. THE CONTRACTOR SHALL VERIFY ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
6. ALL PUMPING STATION PIPING TO BE RIGID SCH. 80 P.V.C. PIPE.
7. PUMPS SHALL BE CAPABLE OF PUMPING 20 G.P.M. @ 30' T.D.H.

ELECTRICAL NOTES:

1. STATION SHALL BE COMPLETELY WIRED WITH CONTROL PANEL, ALL NECESSARY MOTOR STARTERS, CIRCUIT BREAKERS, ETC., FOR OPERATION OF STATION.
2. ALL ELECTRICAL SHALL BE APPROVED BY UNDERWRITERS LAB., INC., AND MEET ALL APPLICABLE REQUIREMENTS OF THE N.E.M.A.
3. THE ABOVE GROUND ELECTRICAL INSTALLATION SHALL BE IN ACCORDANCE WITH THE N.E.C. AND COMPLY WITH ALL LOCAL RULES AND ORDINANCES.
4. ALL CONDUITS SHALL BE RIGID N.E.M.A. 3R.
5. ELECTRICAL CONDUITS TO BE RIGID P.V.C. FOR UNDERGROUND, GALVANIZED STEEL FOR ABOVE GROUND INSTALLATIONS.



EMERGENCY PUMP CONNECTION DETAIL

PUMP

THE PUMP SHALL HAVE AN INTEGRALLY BUILT IN GRINDER UNIT AND SUBMERSIBLE TYPE MOTOR. THE PUMP SHALL BE SUSPENDED IN THE BASIN BY TWO (2) 1" GUIDE RAILS AND QUICK DISCONNECT LIFT OUT MOUNTING ASSEMBLY. SOLIDS SHALL BE FED IN AN UPFLOW DIRECTION TO THE GRINDER MECHANISM WITH NO OBSTRUCTIONS BELOW THE GRINDER INLET.

THE GRINDER UNIT SHALL BE CAPABLE OF CUTTING SOLID MATERIAL FOUND IN NORMAL DOMESTIC SEWAGE, INCLUDING REASONABLE AMOUNTS OF FOREIGN OBJECTS, SUCH AS WOOD PLASTIC, GLASS, RUBBER, SANITARY NAPKINS, DISPOSABLE DIAPERS AND PANTY HOSE INTO A FINE SLURRY THAT WILL PASS FREELY THROUGH THE PUMP, SERVICE LINE AND FORCE MAIN.

MOTOR

THE PUMP MOTOR SHALL BE OF THE SUBMERSIBLE TYPE RATED FOR 3 HORSEPOWER AT 3450 RPM. MOTOR SHALL BE SINGLE PHASE, 230 VOLT, 60 HERTZ. SINGLE PHASE MOTORS SHALL BE OF THE CAPACITOR START-CAPACITOR RUN TYPE FOR HIGH STARTING TORQUE.

THE STATOR WINDING SHALL BE THE OPEN TYPE WITH CLASS A INSULATION RATED FOR 105° C MAXIMUM OPERATING TEMPERATURE. THE WINDING HOUSING WILL BE FILLED WITH CLEAN DIELECTRIC OIL THAT WILL LUBRICATE BEARINGS, SEALS AND TRANSFER HEAT FROM THE WINDINGS TO THE OUTER SHELL. THE MOTOR STATOR IS TO BE PRESSED INTO THE MOTOR HOUSING FOR OPTIMUM CONCENTRICITY AND ALIGNMENT, AND MAXIMUM HEAT TRANSFER. THE MOTOR SHALL BE CAPABLE OF OPERATING OVER FULL RANGE OF PERFORMANCE CURVE WITHOUT OVERLOADING MOTOR AND CAUSING ANY OBJECTIONAL NOISE OR VIBRATION.

THE MOTOR SHALL HAVE TWO BEARINGS TO SUPPORT THE ROTOR; AN UPPER BALL BEARING TO ACCOMMODATE THRUST LOADS AND A LOWER BALL BEARING TO TAKE RADIAL LOADS. BALL BEARINGS SHALL BE DESIGNED FOR A LB-10 LIFE (50,000 HOURS).

A HEAT SENSOR THERMOSTAT AND OVERLOAD SHALL BE ATTACHED TO THE TOP END OF THE MOTOR WINDINGS AND SHALL STOP THE MOTOR IF THE MOTOR WINDING TEMPERATURE REACHES 200° F. THE HIGH TEMPERATURE SHUTOFF WILL CAUSE THE PUMP TO CEASE OPERATION, SHOULD A CONTROL FAILURE CAUSE THE PUMP TO RUN IN A DRY WET WELL. THE THERMOSTAT SHALL RESET AUTOMATICALLY WHEN THE MOTOR COOLS TO A SAFE OPERATING TEMPERATURE.

SEAL CHAMBER

THE MOTOR SHALL BE PROTECTED BY TWO (2) ROTARY SHAFT SEALS MOUNTED IN TANDEM WITH AN OIL FILLED CHAMBER SEPARATING THE SEALS. THE SEALS SHALL HAVE CARBON AND CERAMIC SEAL FACES DIAMOND LAPPED TO A TOLERANCE OF ONE LIGHT BAND. METAL PARTS AND SPRINGS FOR SEALS SHALL BE STAINLESS STEEL. AN ELECTRICAL SENSING PROBE SHALL BE MOUNTED IN THE SEAL CHAMBER TO DETECT ANY WATER LEAKAGE PAST THE LOWER SEAL.

GRINDER ASSEMBLY & CONSTRUCTION

THE GRINDER ASSEMBLY SHALL CONSIST OF A ROTATING RADIAL CUTTER AND A STATIONARY SHREDDING RING, AND SHALL BE MOUNTED DIRECTLY BELOW THE VOLUME PASSAGE. THE ROTATING CUTTER SHALL BE THREADED ONTO THE STAINLESS STEEL SHAFT AND SHALL BE LOCKED WITH A SCREW AND WASHER. THE STATIONARY SHREDDING RING SHALL BE PRESSED ONTO AN IRON HOLDING FLANGE FOR EASY REMOVAL. THE FLANGE SHALL BE PROVIDED WITH TAPPED BACK-OFF HOLES SO THAT SCREWS CAN BE USED TO PUSH THE SHREDDING RING FROM THE HOUSING. BOTH THE RADIAL CUTTER AND SHREDDING RING SHALL BE REMOVABLE FROM THE OUTSIDE WITHOUT DISMANTLING PUMP. GRINDER ASSEMBLY SHALL BE OF SUCH CONSTRUCTION THAT NO CLEARANCE ADJUSTMENTS ARE REQUIRED WHEN ASSEMBLING. ALL GRINDING OF SOLIDS SHALL BE FROM THE ACTION OF THE RADIAL CUTTER AGAINST THE SHREDDING RING. THE RADIAL CUTTER AND SHREDDING RING SHALL BE OF #440 STAINLESS STEEL HARDENED TO 58-60 ROCKWELL C.

PUMP IMPELLER

THE PUMP IMPELLER SHALL BE OF THE RECESSED TYPE TO PROVIDE AN OPEN UNOBSTRUCTED PASSAGE THROUGH THE VOLUME FOR THE GROUND SOLIDS. THE IMPELLER SHALL BE CONSTRUCTED OF CAST IRON AND SHALL HAVE PUMP OUT VANES ON THE BACK SIDE OF THE IMPELLER TO KEEP SOLIDS FROM LOWER SEAL AND REDUCE PRESSURE AT THE SEAL FACES. IMPELLER SHALL BE THREADED ONTO THE STAINLESS STEEL SHAFT.

PUMP & MOTOR CASTINGS

ALL IRON CASTING SHALL BE OF HIGH TENSILE CAST IRON AND SHALL BE PROPERLY CLEANED, PRE-TREATED WITH CHROMIC RINSE, AND PAINTED WITH A HIGH QUALITY ENAMEL PAINT. ALL PUMP COMPONENTS THAT ARE NOT CAST IRON OR STAINLESS STEEL SHALL BE GALVANIZED OR PAINTED WITH BAKED-ON EPOXY. ALL FASTENERS SHALL BE #302 STAINLESS STEEL.

WET WELL

SHALL BE A FILAMENT WOUND FIBERGLASS BASIN USING A COMMERCIAL GRADE OF GLASS FIBER HAVING A COUPLING AGENT WHICH WILL PROVIDE A SUITABLE BOND BETWEEN THE GLASS REINFORCEMENT AND THE RESIN. THE LAMINATE SHALL CONSIST OF AN INNER SURFACE, AN INTERIOR LAYER, AND AN EXTERIOR LAYER OF LAMINATE BODY. THE INNER SURFACE SHALL BE FREE OF CRACKS AND CRAZING WITH A SMOOTH FINISH. SOME WAVERNESS IS PERMISSIBLE AS LONG AS THE SURFACE IS SMOOTH AND FREE OF PITS BETWEEN 0.010 AND 0.020 INCHES OF RESIN-RICH SURFACE SHALL BE PROVIDED. THE BASIN SHALL BE PROVIDED WITH AN ANTI-FLOATATION RING TO PREVENT RISING.

ANTI-FLOATATION

CONCRETE IS RECOMMENDED TO PREVENT FLOATATION OF THE FIBERGLASS BASIN. THE FOLLOWING LISTS THE CUBIC FEET REQUIRED PER FOOT OF BASIN DEPTH.

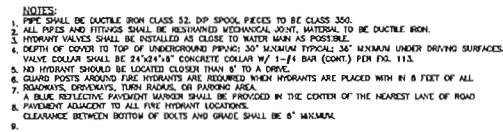
BASIN DIAMETER	CUBIC FEET OF CONCRETE REQUIRED PER FOOT OF BASIN DEPTH
24"	2
30"	3.5
36"	5
48"	8.5
60"	12

12" MIN.
8" MIN.

IN CASE OF EMERGENCY CONTACT
"COMPANY NAME"
"PHONE NUMBER"
TO REPORT POLLUTION CALL
BCEPD (954) 519-1499

SIGN DETAIL

PRIVATE WASTEWATER PUMP STATION			
DETAILS			
DIXIE SOUTHLAND CORP. FORT LAUDERDALE, FLORIDA			
811, LLC			
JOHN B. SMITH ENGINEERS, INC. 250 S.W. 6th PLACE POMPAHO BEACH, FLORIDA 33060 PHONE: (954) 763-4177 CERTIFICATE OF AUTHORIZATION NO. 1688			
DESIGN RCS	DRAWN RCS	DATE MAR., 2018	FILE 18-115
SHEET			C30F
Approved By: Robert C. Smith, P.E. Professional Engineer No. 31177			
State of Florida			



FILL TOP 8" WITH LEAN
GROUT AND SMOOTH

ROUND CAP

4"x6 SCH 40 STEEL PIPE, FILL
SOLID WITH CONCRETE. PIPE
TO BE PAINTED OSHA SAFETY
YELLOW WITH REFLECTOR
TAPE AT TOP OF PIPE
PER AND REQUIREMENT

FIN. GRADE

1' 4"

(2) 1/2"x3" NITLSON
STUDS @ 180°

30" HOLE, FILL SOLID
WITH 3,000 PSI
CONCRETE

SECTION

NOTES:

1. ALL PAYMENT MARKING SHALL BE OF THERMOPLASTIC PAINT.

SIGN DETAIL

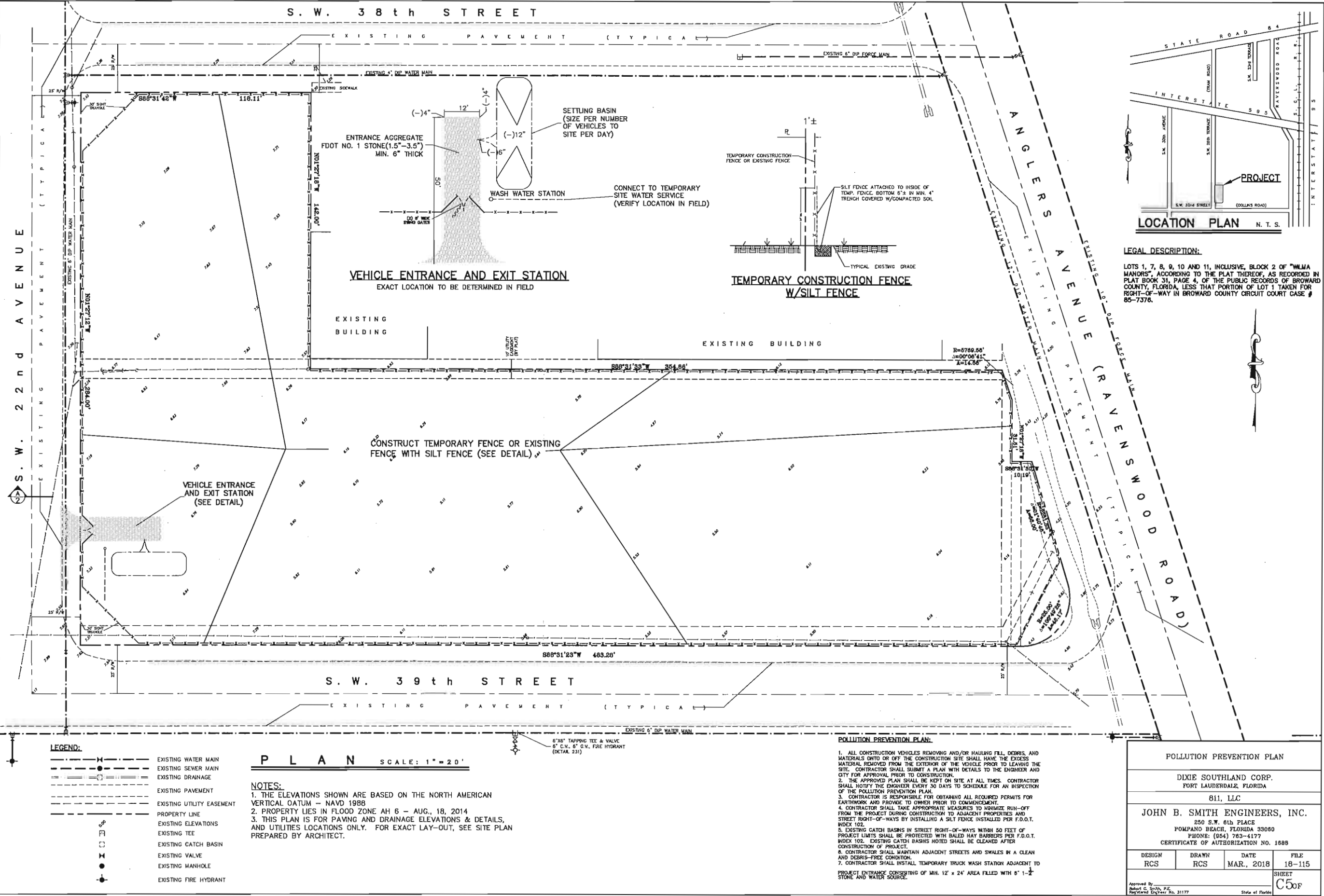
NOTES:

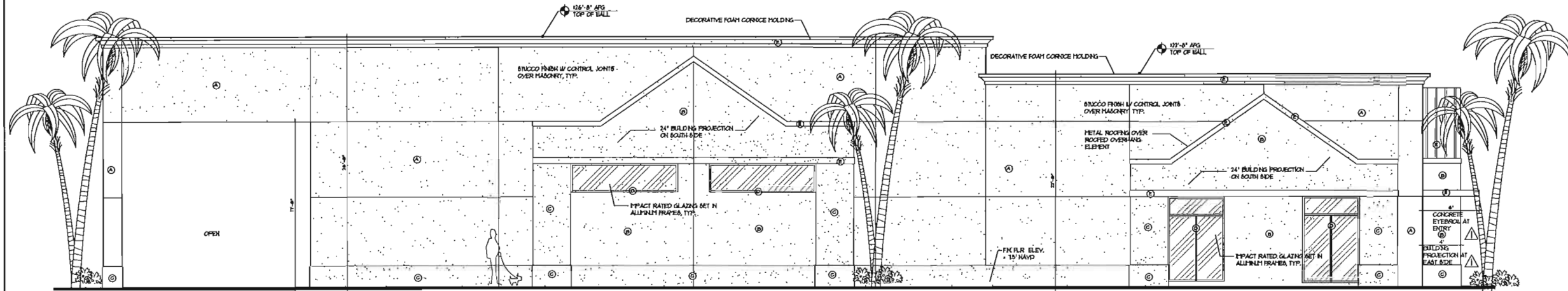
1. "NO PARKING FIRE LANE BY ORDER OF FIRE/POLICE DEPARTMENT" SIGN AT MAX 75" O.C. SIGN TO BE 18"x24" W/ RED LETTERS ON WHITE BACKGROUND.
2. SIGN TO BE POSTED 7' ABOVE FINISHED GRADE ON S.C.T.E.D. STANDARD POST.

[illegible]

NOTE:
WHERE SOIL CONDITIONS CANNOT BE MAINTAINED AS SHOWN,
PROVIDE APPROVED METHOD OF CONSTRUCTION.

WATER AND SEWER			
DETAILS			
DIXIE SOUTHLAND CORP. FORT LAUDERDALE, FLORIDA			
811, LLC			
JOHN B. SMITH ENGINEERING, INC. 250 S.W. 6th PLACE POMPANO BEACH, FLORIDA 33060 PHONE: (954) 763-4177 CERTIFICATE OF AUTHORIZATION NO. 1688			
DESIGN RCS	DRAWN RCS	DATE MAR., 2018	FILE 18-115
Approved By: _____ Robert C. Smith, P.E. Professional Engineer No. 31177			SHEET C40F
State of Florida			



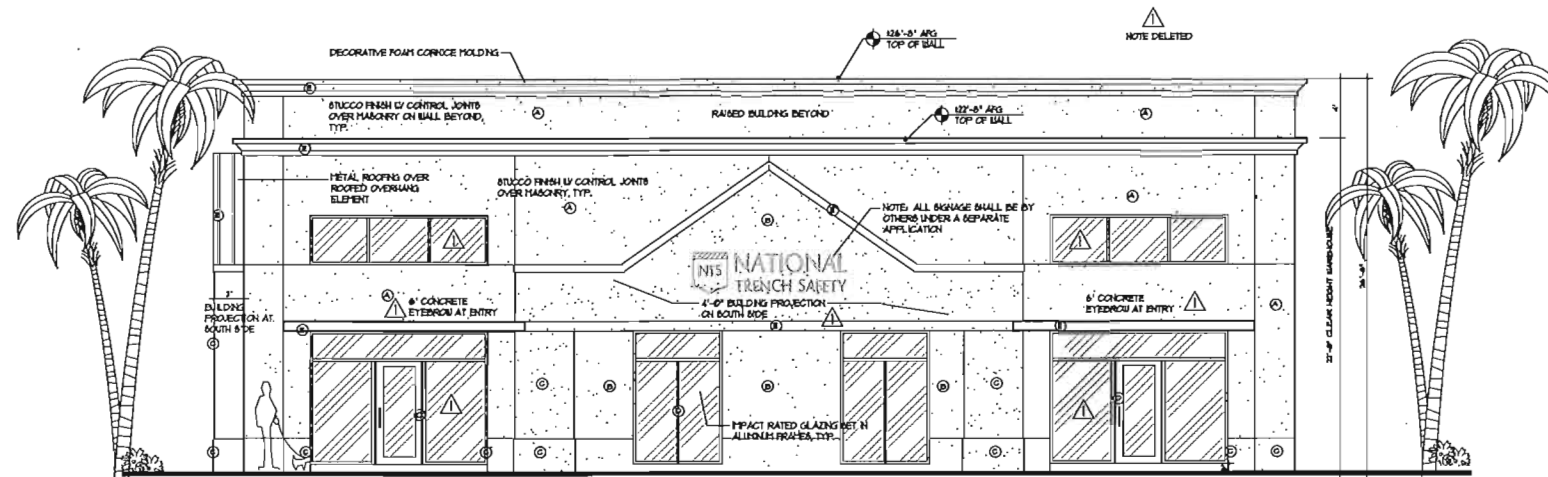


COLOR SCHEME

- ① LIGHT - BAS-011 POPULAR GRAY
- ② MEDIUM - BAS-013 PERFECT GREIGE
- ③ DARK TONE - BAS-015 GARRET GRAY
- ④ ALUMINUM, BRONZE FINISH
- ⑤ WHITE

SOUTH ELEVATION

SCALE: 3/16"=1'-0" 0 U 30th STREET



EAST ELEVATION

SCALE: 3/16"=1'-0" RAVENSWOOD ROAD

ELEVATION AREA = 1609 SF
GLASS REQUIRED (25%) = 402 SF
GLASS PROVIDED = 404 SF

REVISIONS
6/1/08 DRC CONTENTS

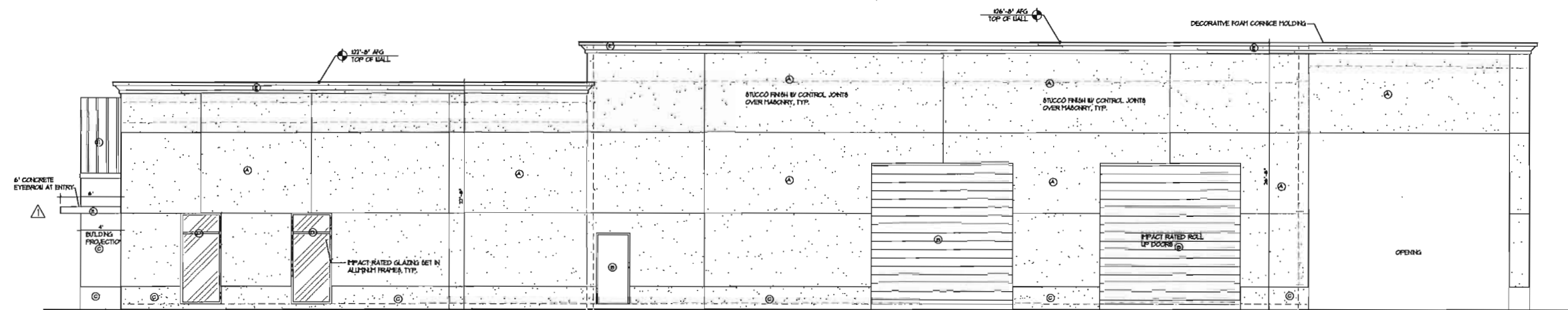
PEREY
ASSOCIATES
ARCHITECTURE PLANNING

3045 N. FEDERAL HIGHWAY
SUITE 100
FORT LAUDERDALE, FL 33308
TELEPHONE (954) 567-2000
FAX (954) 567-2003

PROPOSED STORAGE FACILITY for:
DIXIE SOUTHLAND CORP. / 811, LLC

3895 RAVENSWOOD ROAD
DANIA, FLORIDA

DATE	3/6/08
SCALE	AS NOTED
JDB NO.	2018 05
FILE	PAR DASH18
SHEET NO.	A-2

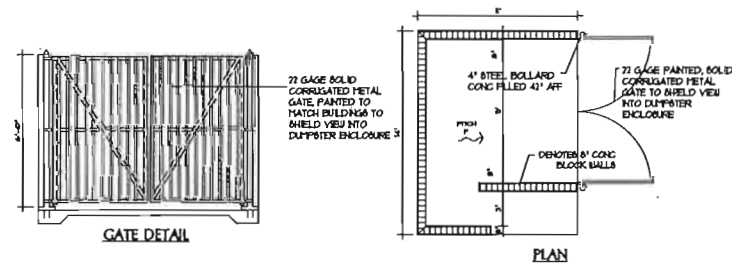


COLOR SCHEME

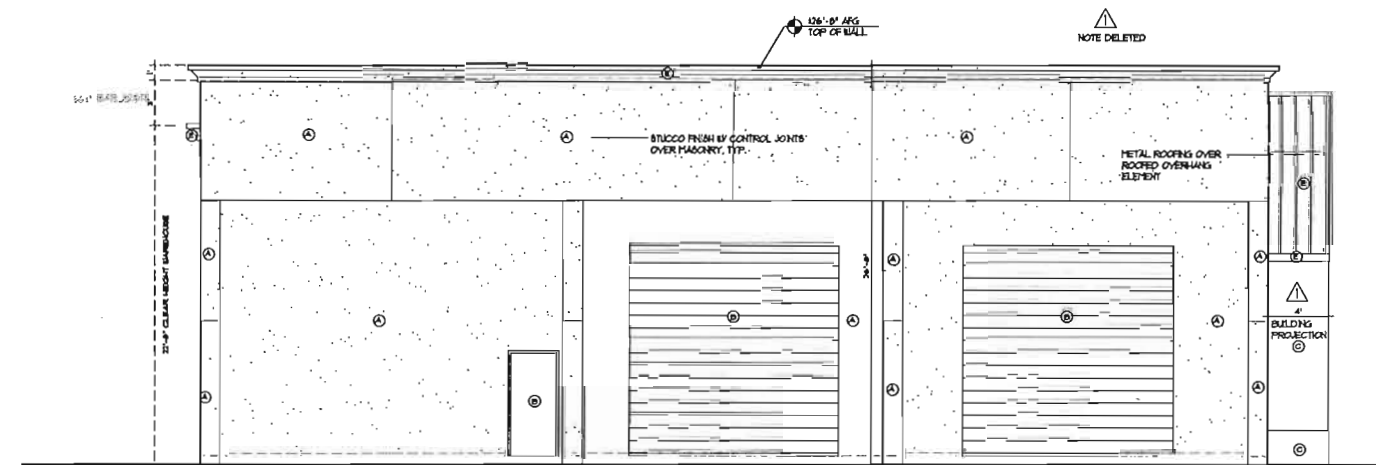
- ① LIGHT - 606071 POPULAR GRAY
- ② MEDIUM - 606073 PERFECT GREIGE
- ③ DARK TONE - 606075 GARRET GRAY
- ④ ALUMINUM BRONZE FINISH
- ⑤ WHITE

NORTH ELEVATION

SCALE: 3/16"=1'-0"



DUMPSTER ENCLOSURE



WEST ELEVATION

SCALE: 3/16"=1'-0"

REVISIONS
6/7/2018 DMC COMMENTS

PEREZ ASSOCIATES
ARCHITECTURE & PLANNING

3045 N. FEDERAL HIGHWAY
SUITE 118
FORT LAUDERDALE, FL 33306
TELEPHONE (954) 567-2062
FAX (954) 567-2063

PROPOSED STORAGE FACILITY for
DIXIE SOUTHLAND CORP. / 811, LLC

3885 RAVENWOOD ROAD
DANIA, FLORIDA

DATE	3/6/2018
SCALE	AS NOTED
JOB NO.	2018 023
FILE	PAR DANA INTS
SHEET NO.	A-3

COLOR SCHEME

- Ⓐ LIGHT - 8006071 POPULAR GRAY
- Ⓑ MEDIUM - 8006073 PERFECT GREIGE
- Ⓒ DARK TONE - 8006075 GARRET GRAY
- Ⓓ ALUMINUM, BRONZE FINISH
- Ⓔ WHITE



PROPOSED STORAGE FACILITY for:
DIXIE SOUTHLAND CORP. / 811, LLC

3899 RAVENSWOOD ROAD
DANIA, FLORIDA

Lajoie, Corinne

From: EngineeringReview
Sent: Monday, August 20, 2018 11:14 AM
To: Lajoie, Corinne
Cc: Navarro, Ronnie
Subject: SP-028-18. 811 LLC Storage DRC Engineering Comments
Attachments: SP-028-18 811 LLC, Storage Dixie Southland 2nd Review DRC ENGINEERING-PUBLIC SERVICES COMMENTS.doc

Hi Corinne,

Find attached revised DRC comments (Tier 1) for the above referenced project.

Regards,

Manny Vega, PE
Engineering Review



CITY OF DANIA BEACH

DEPARTMENT OF PUBLIC SERVICES

August 20, 2018

Engineering/ Public Works Comments

SP-028-18 – 811, LLC. Storage facility (2nd Review)

TIER I:

~~1. Please, provide copy Unity of Titles, plat, re-plat, easements and/or dedication(s) recorded prior of issuance of Building Permit. Shall be recorded in the Broward County Public Records.~~

Copy dropped off 08/09/18 and attached.

~~2. Clarify Sidewalk condition on Private Property and on ROW with Public Works City Engineer. Sidewalk easement or proposed dedication. It shall be recorded.~~

"I believe we were leaning to easements". Please, ratify with Corinne Lajoie and/or Ronnie Navarro what option was decided." Easements are ratified.

~~3. Per Sec. 605-30(H). Submit a Certified and sealed survey that reflects all property improvements and includes statement of amount of acreage and square footage of land involved.~~

"S&S survey dropped off 08/09/2018 with requested has been included on the Survey".

~~4. Provide Statement describing occupancy and use conditions and/or layout of the existing 1 story C.B.S. and Frame Building to remain.~~

~~A revised document was introduced pending approval by City Engineer.~~

"No buildings exist currently on Site". Vacant Lot.

~~5. Per Sec. 605-30(k). Submit a memorandum of agreement summarizing the traffic study's proposed project-specific methodology, including any deviations from guidelines contained in the Recommended Practice, must be approved by the Community Development Director prior to preparation of the Study.~~

~~A traffic impact study is required to supplement a development application that, if approved, would generate in excess of fifty (50) gross peak hour trips, provide a Traffic Statement/Report based on applicable trip generation rate(s) in the ITE Institute of Transportation Engineers' Trip Generation manual, most recent edition.~~

"A revised document was introduced and it indicated fewer than 50 Gross peak hours, in compliance". "The Traffic Impact Statement, has been reviewed and accepted by the City Engineer".

~~6. If pedestrian lightning is proposed, discuss the possibility of the addition of ped lightning along the City ROW(s).~~

"No pedestrian lightning is proposed and neither requested by The City along the ROW"

~~7. Verify, if resurfacing/refurbishing work of existing ROW(s) is necessary due to heavy load traffic, with Public Works – City Engineer.~~

~~“Note No. 5 added on Plan C-1”. “All damage to the existing adjacent roadways will be repaired/replaced by the developer”.~~

~~8.- A preliminary Drainage Calculations was provided”~~

TIER II:

1.- Site Plan SP-1 :

1.1 Identify Property/ROW lines and dimensions on the East side of the Project/Property along Anglers Avenue Ravenswood Road.

1.2 Show Base Building Line -BBL- Right of Way –ROW and CENTER- lines and Property Lines (PL) on civil/Site plan(s).

1.3 Show sight-visibility triangle at all proposed driveways and/or ingress-egress, including on landscaping plan. Eight feet (8') wall might be blocking sight-visibility.

1.4 Identify pavement and width of driveways on Central and West of Paved Outdoors store areas.

1.5 Identify Driveway from/to Anglers Avenue-Ravenswood Road.

2.- ROW/SW 38th & 39th Streets - SW 22nd Terrace & Anglers Avenue-Ravenswood Road.

2.1 Show Base Building Line – BBL- Right of Way –ROW- lines and Property (PL) and Center (CL) Lines (PL) on civil/Site plan(s).

2.2 Provide copies of approved permits from FDOT, City of Dania Beach, Broward County and others for driveway(s) connections (If applicable).

2.3 Show sight distance analysis using FDOT index No.546 at all proposed driveways not just on SW 39th Ave.

2.4 Verify construction of Sidewalk on driveways (Ingress/Egress) and approval by public Works – City Engineer-.

2.5 Any road cuts for utilities, curb cuts and/or others with the City ROW shall be restored to full lane width for 50' minimum length centered on the proposed cut.

2.6 Provide Maintenance of Traffic (MOT) Plan by a licensed Professional Engineer in the State of Florida (If applicable).

2.7 In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the road ROW when buildings are constructed or substantially improved.

2.8 Per Sec. 605-30(K).The Traffic Impact Study shall be prepared using the roadway level of service standards and trip generation rates. A traffic study shall be prepared in accordance with methods outlined in Transportation Impact Analysis for Site Development: An ITE Recommended Practice (RP-020D) published by the Institute of Transportation Engineers, 2010; the 2014 FDOT Transportation Site Impact Handbook; 2013 FDOT Quality/Level of Service Handbook; the 2014 Broward County Comprehensive Plan – Transportation Element; the City of Dania Beach Land Development Code and other related published literatures, such memorandum of agreement

and the traffic impact study must be prepared by a Professional Engineer(PE) registered in the State of Florida, a Professional Transportation Planner(PTP) certified by the Institute of Transportation Engineers(ITE), or a Planner certified by the American Institute of Certified Planners(AICP).

3.- Survey:

3.1 Provide survey with existing elevation(s), particularly at the point of connection with SW 38th & 39th Streets - SW 22nd Terrace and Anglers Avenue - Ravenswood Road..

3.2 Show on survey ROW existing / proposed dedication(s).

4.- Provide the following civil engineering drawings, signed and sealed by a Florida registered professional Civil Engineer:

4.1 Paving, Grading and Drainage Plan(s), including the sizes and dimensions of all storm-water infrastructures. Please be advised that all storm drains shall be constructed with RCP piping in the City ROW. Provide Drainage Structures Tables.

4.1.1 Provide drainage calculations and geotechnical information supporting the proposed drainage design.

4.1.2 Provide a copy of pre –and- post development storm-water management and drainage calculations. The City specifically needs the following information: 10-year, 25-year, and 100-year 24-hour and 72-hour flood stage elevations.

4.1.3 Provide an on-site drainage system – plan- along with storm-water management calculations (signed and sealed by a registered professional engineer). The calculations shall show how the minimum road crown and finished floor elevations are met, and how the 25-year, 3 day storm event is maintained onsite with zero discharge to the ROW and adjacent properties. The site must store at least the 25-year, 3 day event onsite with NO EXCEPTIONS.

4.1.4 Proposed grading and drainage plan shall be based on the storm-water management calculations. Identify minimum elevations from drainage calculations.

4.1.5 Storm-water quality design shall be provided in the amount of 2.5 inches times the percent impervious or the first 1 inch of rainfall over the entire site whichever is greater.

4.1.6 Be advised that the applicant shall not be authorized to connect the on-site drainage system to those within the public ROW of FDOT, BCHCED, and/or the City. Provide authorization as appropriate from FDOT, BCHCED, and/or the City for the existing and proposed connections between the on-site drainage system and public ROW.

4.1.7 Provide location of building roof drains, and their proposed connection(s) to the on-site drainage system (If Applicable).

4.1.8 Drainage shall adequate to protect rooms in new structures designed for occupancy from the 100-Year flood based on FEMA. Show and identify in drainage calculations the elevation.

4.2 Water and Sewer –Utilities- Plan, including any existing water main, force mains, gravity, mains, etc. (Show all material & pipe sizes on the plan). Please be advised that all water-main shall be constructed with DIP piping in the City ROW.

4.2.1 Provide a proposed water and sewer – utilities – plan, indicating all water and sewer appurtenances including but not limited to point of connection to the existing system, cleanout, water meter, check valve, etc.

- 4.2.2 Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines.
- 4.2.3 In compliance with Article 805. CONCURRENCY OF DETERMINATIONS of the City Code of Ordinances, applicants shall provide projected water demand, sewage and solid waste generation amounts in tabular format – utilities – plan. Please provide calculations to support tabular projected generation amounts.
- 4.2.4 Meet with Public Services, separately, to discuss water and sewer connections. Request meeting through the City Engineer.
- 4.2.5 Backflow preventers will not encroach on sidewalks (If applicable).
- 4.2.6 Show also all existing and proposed utilities on the landscaping plans for potential conflicts.
- 4.2.7 Provide water details 228 & 231.

5.- Pavement, Marking and Signage Plan:

- 5.1 Provide a Pavement, Marking and Signage Plan with details.
- 5.2 Add signage to the road marking plan.
- 5.3 In Signage and marking plan, include the radii and all landscaping and pavement areas.

6.- Erosion and Sediment Control Plan:

- 6.1 Erosion and Sediment Control Plan shall be reviewed for the drainage impacts to adjacent properties, surrounding ROW, storm-water facilities, and neighboring water bodies.
- 6.2 Provide silt fence applications, bales backed by fence, protection around inlets or similar structures, barrier for fill slope, barrier for paved and unpaved ditches details (As applicable).
- 6.3 Use recommended spacing for Type I and Type II Hay bale barriers, and type III silt fences, from chart FDOT state drainage manual.
- 6.4 Provide detail of erosion protection to inlet/catch basin structures.
- 7.- Provide support data that this site meets the fire hydrant locations and distribution as per the National Fire Preventions Association (NFPA) Codes and Standards. Clearly show all existing and proposed fire hydrants and 500-foot radius of coverage area. In addition, please note that a fire hydrant shall be installed within 100 feet of the Fire Department Connection.
- 8.- Provide ADA parking, access / driveway, and sidewalks /ramps in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and in accordance with Americans with Disability Act (ADA). Be advised that ADA van accessibility for structured parking garages (including automated parking) shall be provided as appropriate and consider the taller specialized ADA vehicles.
- 9.- Provide dedicated fire service connection (not combined with domestic water service connection, per the National Fire Preventions Association (NFPA) guidelines, for the proposed development.
- 10.- Provide Fire Department conceptual approval.
- 11.- Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal.

12.- Provide regulatory agencies' approval documentation (as applicable) as part of the final submittal (Broward County Surface Water License, Broward County Health Department Permit, etc.)

13.- Contractor shall provide, before issuance of C.O., to the Engineer and City of Dania Beach " As-Builts" of the project giving horizontal and vertical dimensions of connections signed and sealed by a registered surveyor.

For ease of review, please reply to each line comment and reference drawings and/ or backup documents provided.

Engineering Reviewers:

Manny Vega, PE

Consultant, CAP Government

engineeringreview@daniabeachfl.gov

Ronnie S. Navarro, PE

Deputy Director/City Engineer

rnavarro@daniabeachfl.gov

Lajoie, Corinne

From: Ryan St. George <Ryan.StGeorge@metriceng.com>
Sent: Friday, August 17, 2018 5:01 PM
To: Lajoie, Corinne
Cc: rparkerdixie@bellsouth.net; EngineeringReview; Abdias Dalisma (abdias@lacfl.com); Frank Perez; 'Cosme, Raul'; Navarro, Ronnie
Subject: RE: 811, LLC COMMISSION MEETING

Hi Corinne,

Please replace landscape comments 2-17 with the following which are the only remaining items to be resolved:

3) Thank you for providing an updated tree survey table on sheet TS-1. Please update the invasive status and canopy mitigation requirement for the Norfolk Pine (tree #12) which is not listed as a Category I or II invasive per FLEPPS, and replace the existing TS-1 table with the table from the arborist report which includes specimen tree appraisal values.

7) In the Tree Survey table, show the replacement canopy required in square feet (2475.41 s.f.) as well as the number of replacement trees. Be advised that tree trust fund canopy mitigation may need to be recalculated using Category 1B tree canopy (300 sq. ft.) due to available inventory.

8) South perimeter tree requirements need to be evaluated using 275-90 only if the internal site usage (equipment storage) is considered VUA, and per 275-120 for perimeter buffer requirements associated with commercial industrial properties not adjacent to residential. Please re-evaluate your proposed buffering and update the data table and calculations accordingly as needed.

9) Update the data table per 275-90 to show that the shade tree percentage is a "minimum" requirement, while the remaining small tree and palm requirements are maximum percentages. Uses these calculations in your final variance request(s).

15) Obtain/provide a variance for each of the deficiencies identified in the landscape code table on Sheet LP-1. It is understood variances are being requested for terminal island dimensions/plantings and smaller perimeter and VUA buffer plantings due to OHW's. Please provide a status update regarding these variance requests.

Regards,

Ryan St. George
South Florida Environmental Services Manager



**METRIC
ENGINEERING**

13940 SW 136th St, Miami, FL 33186
Office: (305) 235-5098 ext 119
Mobile: (954) 668-8244
Fax: (305) 251-5894
Ryan.stgeorge@metriceng.com
www.metriceng.com

From: Lajoie, Corinne [mailto:clajoie@daniabeachfl.gov]
Sent: Friday, August 17, 2018 3:01 PM

To: Frank Perez <frank@perezandassociates.com>; 'Cosme, Raul' <Raul_Cosme@sheriff.org>; Navarro, Ronnie <rnavarro@daniabeachfl.gov>

Cc: rparkerdixie@bellsouth.net; EngineeringReview <engineeringreview@daniabeachfl.gov>; Ryan St. George <Ryan.StGeorge@metriceng.com>; Abdias Dalisma (abdias@lacfl.com) <abdias@lacfl.com>

Subject: RE: 811, LLC COMMISSION MEETING

Please see the remaining outstanding DRC comments that remain unresolved.

1. Minimum Radio Signal Strength for Fire Department Communications – See details on the next page (Fire).
2. Several specimen trees are proposed for removal. Provide a report from a certified arborist, containing color photographs, that:
 - a. Clarifies the condition rating of each specimen tree
 - b. Identifies any notable defects contributing to a decreased condition rating accompanied by a photograph of the defect
 - c. Identify which specimen trees are candidates for relocation. If a tree is deemed not a candidate for relocation, provide a description of why accompanied by a photograph and description of each factor contributing to that determination (Landscape Consultant).
3. Provide the specimen tree values for each specimen tree on site per Sec. 825-140 (Landscape Consultant).
4. The tree survey table provided on sheet TS-1 is not sufficiently legible. Please provide a larger or clearer table in the next submittal (Landscape Consultant).
5. Scale the tree symbols on sheet TS-1 to match canopy spread (Landscape Consultant).
6. Trees 18-31 (Oaks only) all are listed at the same canopy (10' spread). Please verify that this is a correct representation of canopy area regulated by the City (Landscape Consultant).
7. Provide an explanation how the proposed development complies with all components of Sec. 825-80 (B) "Demonstration of need for tree removal" (Landscape Consultant).
8. All canopy proposed to be removed shall be mitigated per Sec. 825 requirements.. Please clarify the difference between canopy to be removed/mitigated, and mitigation canopy required as compensation. Note that mitigation for new or amended developments is an additional 50%(Landscape Consultant).
11. The number of trees along the south border does not match the number listed in the table on sheet LP-1. Please clarify (Landscape Consultant).
12. The number of shade, intermediate, and small trees and palms does not meet and/or exceeds the thresholds of Sec. 275-190. Provide the correct number of trees per this section. It is noted that overhead powerlines may conflict with large-growing mature trees in some areas. If Sec. 275-190 requirements cannot be met, provide an approved variance (Landscape Consultant).
13. Caliper and DBH measurements are not equivalent. Please remove references to caliper and indicate only DBH to ensure conformance with Sec. 275-190 (Landscape Consultant).
14. Revised Terminal peninsulas do not meet Sec. 275-100 requirements. Provide the minimum width and length per Sec. 275-100 (D) and Provide two category one trees per peninsula (Landscape Consultant).
15. Per Sec. 275-190(H)(7)(a), shade trees shall have a planting space of a minimum 15 feet in the smallest dimension. The current proposed planting spaces for shade trees adjacent to SW 39th Street

do not meet this requirement. Provide a minimum of 225 square feet with a minimum of 15 feet as the smallest dimension for all shade trees as required. Additionally, these trees are proposed only four feet from a sidewalk; adequate planting area along with root barriers is necessary to prevent root damage to the sidewalk (Landscape Consultant).

16. Indicate the location of all root barriers meeting Sec. 275-190 requirements. Provide a root barrier detail (Landscape Consultant).
17. Provide a summary of "trees-to-remain" and specifically address how they apply towards satisfaction of each applicable code requirement (Landscape Consultant).
19. **TIER I:** Please, provide copy Unity of Titles, plat, re-plat, easements and/or dedication(s) recorded prior of issuance of Building Permit. Shall be recorded in the Broward County Public Records (Engineering).
20. The developer/property owner shall prove a recorded easement for a public sidewalk, the cost of construction and maintenance of which shall be shouldered by the property owner in perpetuity prior to issuance of a building permit, per City's Code of Ordinances (Engineering).
21. **TIER 1.** Per Sec. 605-30(H). Submit a Certified and sealed survey that reflects all property improvements and includes statement of amount of acreage and square footage of land involved (Engineering).
22. **TIER 1.** Provide Statement describing occupancy and use conditions and/or layout of the existing 1 story C.B.S. and Frame Building to remain (Engineering).
23. **TIER 1.** Per Sec. 605-30(k). Submit a memorandum of agreement summarizing the traffic study's proposed project-specific methodology, including any deviations from guidelines contained in the Recommended Practice, must be approved by the Community Development Director prior to preparation of the Study. A traffic impact study is required to supplement a development application that, if approved, would generate in excess of fifty (50) gross peak hour trips, provide a Traffic Statement/Report based on applicable trip generation rate(s) in the ITE - Institute of Transportation Engineers' Trip Generation manual, most recent edition (Engineering).
24. **TIER 1.** If pedestrian lightning is proposed, discuss the possibility of the addition of pedestrian lightning along the City ROW(s) (Engineering).
25. **TIER 1.** Verify if resurfacing/refurbishing work of existing ROW(s) is necessary due to heavy load traffic, with Public Works – City Engineer (Engineering)
26. Identify Property/ROW lines and dimensions on the East side of the Project/Property along Anglers Avenue Ravenswood Road (Engineering).
27. Show Base Building Line -BBL- Right of Way –ROW and CENTER- lines and Property Lines (PL) on civil/Site plan(s) (Engineering).
28. Show sight-visibility triangle at all proposed driveways and/or ingress-egress, including on landscaping plan. Eight feet (8') might be blocking sight-visibility (Engineering).
29. Identify pavement and width of driveways on Central and West of Paved Outdoors store areas (Engineering).
30. Identify Driveway from/to Anglers Avenue-Ravenswood Road (Engineering).
31. Show Base Building Line – BBL- Right of Way –ROW- lines and Property (PL) and Center (CL) Lines (PL) on civil/Site plan(s) (Engineering).

32. Provide copies of approved permits from FDOT, City of Dania Beach, Broward County and others for driveway(s) connections (If applicable) (Engineering).
33. Show sight distance analysis using FDOT index No.546 at all proposed driveways not just on SW 39th Ave (Engineering).
34. Verify construction of Sidewalk on driveways (Ingress/Egress) and approval by public Works – City Engineer (Engineering).
35. Any road cuts for utilities, curb cuts and/or others with the City ROW shall be restored to full lane width for 50' minimum length centered on the proposed cut (Engineering).
36. Provide Maintenance of Traffic (MOT) Plan by a licensed Professional Engineer in the State of Florida (If applicable) (Engineering).
37. In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the road ROW when buildings are constructed or substantially improved (Engineering).
38. Per Sec. 605-30(K).The Traffic Impact Study shall be prepared using the roadway level of service standards and trip generation rates. A traffic study shall be prepared in accordance with methods outlined in Transportation Impact Analysis for Site Development: An ITE Recommended Practice (RP-020D) published by the Institute of Transportation Engineers, 2010; the 2014 FDOT Transportation Site Impact Handbook; 2013 FDOT Quality/Level of Service Handbook; the 2014 Broward County Comprehensive Plan – Transportation Element; the City of Dania Beach Land Development Code and other related published literatures, such memorandum of agreement and the traffic impact study must be prepared by a Professional Engineer(PE) registered in the State of Florida, a Professional Transportation Planner(PTP) certified by the Institute of Transportation Engineers(ITE), or a Planner certified by the American Institute of Certified Planners(AICP) (Engineering).
39. Provide survey with existing elevation(s), particularly at the point of connection with SW 38th & 39th Streets - SW 22nd Terrace and Anglers Avenue - Ravenswood Road. (Engineering)
40. Show on survey ROW existing / proposed dedication(s) (Engineering).
41. Paving, Grading and Drainage Plan(s), including the sizes and dimensions of all storm-water infrastructures. Please be advised that all storm drains shall be constructed with RCP piping in the City ROW. Provide Drainage Structures Tables(Engineering).
42. Provide drainage calculations and geotechnical information supporting the proposed drainage design(Engineering).
43. Provide a copy of pre –and- post development storm-water management and drainage calculations. The City specifically needs the following information: 10-year, 25-year, and 100-year 24-hour and 72-hour flood stage elevations(Engineering).
45. Provide an on-site drainage system – plan- along with storm-water management calculations (signed and sealed by a registered professional engineer). The calculations shall show how the minimum road crown and finished floor elevations are met, and how the 25-year, 3 day storm event is maintained onsite with zero discharge to the ROW and adjacent properties. The site must store at least the 25-year, 3 day event onsite with NO EXCEPTIONS(Engineering).
46. Proposed grading and drainage plan shall be based on the storm-water management calculations. Identify minimum elevations from drainage calculations (Engineering).

47. Storm-water quality design shall be provided in the amount of 2.5 inches times the percent impervious or the first 1 inch of rainfall over the entire site whichever is greater (Engineering).
48. Be advised that the applicant shall not be authorized to connect the on-site drainage system to those within the public ROW of FDOT, BCHCED, and/or the City. Provide authorization as appropriate from FDOT, BCHCED, and/or the City for the existing and proposed connections between the on-site drainage system and public ROW (Engineering).
49. Provide location of building roof drains, and their proposed connection(s) to the on-site drainage system (If Applicable) (Engineering).
50. Drainage shall adequate to protect rooms in new structures designed for occupancy from the 100-Year flood based on FEMA. Show and identify in drainage calculations the elevation (Engineering).
51. Water and Sewer –Utilities- Plan, including any existing water main, force mains, gravity, mains, etc. (Show all material & pipe sizes on the plan). Please be advised that all water-main shall be constructed with DIP piping in the City ROW (Engineering).
52. Provide a proposed water and sewer – utilities – plan, indicating all water and sewer appurtenances including but not limited to point of connection to the existing system, cleanout, water meter, check valve, etc (Engineering).
53. Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines (Engineering).
54. In compliance with Article 805. CONCURRENCY OF DETERMINATIONS of the City Code of Ordinances, applicants shall provide projected water demand, sewage and solid waste generation amounts in tabular format – utilities – plan. Please provide calculations to support tabular projected generation amounts (Engineering).
55. Meet with Public Services, separately, to discuss water and sewer connections. Request meeting through the City Engineer (Engineer).
56. Backflow preventers will not encroach on sidewalks (If applicable) (Engineering).
57. Show also all existing and proposed utilities on the landscaping plans for potential Conflicts (Engineering).
58. Provide water details 228 & 231 (Engineering).
59. Provide a Pavement, Marking and Signage Plan with details (Engineering).
60. Add signage to the road marking plan (Engineering).
61. In Signage and marking plan, include the radii and all landscaping and pavement areas (Engineering).
62. Erosion and Sediment Control Plan shall be reviewed for the drainage impacts to adjacent properties, surrounding ROW, storm-water facilities, and neighboring water bodies (Engineering).
63. Provide silt fence applications, bales backed by fence, protection around inlets or similar structures, barrier for fill slope, barrier for paved and unpaved ditches details (As applicable) (Engineering).
64. Use recommended spacing for Type I and Type II Hay bale barriers, and type III silt fences, from chart FDOT state drainage manual (Engineering).

65. Provide detail of erosion protection to inlet/catch basin structures (Engineering).
66. Provide support data that this site meets the fire hydrant locations and distribution as per the National Fire Preventions Association (NFPA) Codes and Standards. Clearly show all existing and proposed fire hydrants and 500-foot radius of coverage area. In addition, please note that a fire hydrant shall be installed within 100 feet of the Fire Department Connection (Engineering).
67. Provide ADA parking, access / driveway, and sidewalks /ramps in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and in accordance with Americans with Disability Act (ADA). Be advised that ADA van accessibility for structured parking garages (including automated parking) shall be provided as appropriate and consider the taller specialized ADA vehicles (Engineering).
68. Provide dedicated fire service connection (not combined with domestic water service connection, per the National Fire Preventions Association (NFPA) guidelines, for the proposed development. Provide Fire Department conceptual approval (Engineering).
69. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal (Engineering).
70. Provide regulatory agencies' approval documentation (as applicable) as part of the final submittal (Broward County Surface Water License, Broward County Health Department Permit, etc.) (Engineering).
71. Contractor shall provide, before issuance of C.O., to the Engineer and City of Dania Beach "As-Builts" of the project giving horizontal and vertical dimensions of connections signed and sealed by a registered surveyor (Engineering).
73. The proximity to the airport will be required BCAD review and approval. Contact William Castillo, Airport Planner with Broward County Aviation Department, located at 2200 SW 45 Street, Suite 101, Dania Beach, FL 33315, (954) 359-6100 (Planning).
74. Per O-2017-027, commercial properties under construction are required to provide security to fencing with screening showing project rendering when adjacent to ROW. Provide screen detail with next submittal (Planning).
75. Identify dimension of Ravenswood Road right of way on survey.

From: Lajoie, Corinne
Sent: Friday, August 17, 2018 2:57 PM
To: 'Frank Perez'; 'Cosme, Raul'; Navarro, Ronnie
Cc: 'rparkerdixie@bellsouth.net'; EngineeringReview
Subject: RE: 811, LLC COMMISSION MEETING
Importance: High

Unfortunately, I have not been able to find an email that states that all of the Tier 1 Engineering comments have been addressed.

BSO Fire has confirmed that all of their Tier 1 comments has been addressed.

Therefore this project must be continued to a later date. Please let me know if you will be able to have Manny confirm with me that all of the Tier 1 Engineering comments have been resolved on or before August 29th so that this item can be scheduled for the September 11th City Commission. If additional time is necessary please let me know so I can give you later deadlines.

Thank you.

From: Lajoie, Corinne
Sent: Friday, August 17, 2018 2:34 PM
To: 'Frank Perez'; 'Cosme, Raul'; Navarro, Ronnie
Cc: rparkerdixie@bellsouth.net; EngineeringReview
Subject: RE: 811, LLC COMMISSION MEETING

Reading all of the emails now.

From: Frank Perez [<mailto:frank@perezandassociates.com>]
Sent: Thursday, August 16, 2018 4:54 PM
To: Lajoie, Corinne; 'Cosme, Raul'; Navarro, Ronnie
Cc: rparkerdixie@bellsouth.net; EngineeringReview
Subject: 811, LLC COMMISSION MEETING

GOOD AFTERNOON CORINNE, DID YOU RECEIVE THE COMPLIANCE (OR SUBSTANTIAL COMPLIANCE) EMAILS FROM THE VARIOUS DEPARTMENTS IN ORDER FOR US TO PROCEED TO THE COMMISSION MEETING ON THE 26th?

REGARDS,
FRANK



Frank Pérez
Pérez & Associates, Architects
3045 N. Federal Highway, Suite 46
Fort Lauderdale, FL 33306
Phone [954 567 2062](tel:9545672062)
Fax [954 567 2063](tel:9545672063)
Email: Frank@perezandassociates.com

Perez & Associates and their consultants will not certify and will not accept any liability arising from the use of any files that may be attachments or transmitted with this e-mail. Recipient agrees to indemnify and hold harmless Perez & Associates, its officers, consultants, agents and employees from and against any and all claims, suits, losses, damages or costs, including attorneys fees arising from or by reason of the Recipients use of electronic files provided by Perez & Associates, and such defense and indemnification obligation duties shall survive any use under this email transmission. Recipient understands and accepts this condition as a prerequisite to using any information contained herein.

Confidentiality Notice: If you have received the message in error, please advise the sender by calling [\(954\) 567-2062](tel:9545672062) or by reply e-mail, and destroy all copies of the message.

Attention: The information contained in this E-mail message is privileged and confidential information intended only for the use of the individual(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please contact the sender by reply E-mail and destroy all copies of the original message. Thank you.

Attention: The information contained in this E-mail message is privileged and confidential information intended only for the use of the individual(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If

you have received this communication in error, please contact the sender by reply E-mail and destroy all copies of the original message. Thank you.

Lajoie, Corinne

From: Cosme, Raul <Raul_Cosme@sheriff.org>
Sent: Thursday, August 16, 2018 1:56 PM
To: Lajoie, Corinne
Cc: Lozandier, Daniel
Subject: SP-028-18 811 LLC Storage
Attachments: 12-14 CIVIL 811LLC7-10-18 PLANS (002).pdf

SP-028-18 811 LLC Storage has satisfied all Tier 1 requirements.

Raul Cosme

Fire Inspector/Plans Examiner
Broward Sheriff Fire Rescue & Emergency Services Dept.
Fire Prevention Bureau--Dania Beach District
103 W. Dania Beach Blvd.
Dania Beach, FL 33004
Tel: 954-342-4262
Fax: 954-342-4265
raul_cosme@sheriff.org
www.sheriff.org

The largest accredited public safety agency in America

Lajoie, Corinne

From: Navarro, Ronnie
Sent: Thursday, August 16, 2018 10:51 AM
To: Lajoie, Corinne; ROBERT SMITH; EngineeringReview; LaFerrier, Marc
Cc: Frank Perez; Raymond Parker; Johnson, Antoine; Kaine, Brad
Subject: RE: 811, LLC, SP-028-18

This will part of separate resolution; the only condition that you may place in the site plan approval is that "the Developer (property owner) agrees to provide easement for a public sidewalk, the cost of construction and maintenance of which shall be shouldered by the property owner in perpetuity." Per City Code of ordinances, property owners are responsible to maintaining their swales and sidewalks within their frontage.

Ronnie S. Navarro, PE, CFM

Deputy Director | City Engineer
City of Dania Beach | Florida
ext 3615

From: Lajoie, Corinne
Sent: Thursday, August 16, 2018 10:45 AM
To: Navarro, Ronnie <rnavarro@daniabeachfl.gov>; ROBERT SMITH <johnbsmith@att.net>; EngineeringReview <engineeringreview@daniabeachfl.gov>; LaFerrier, Marc <mLaFerrier@daniabeachfl.gov>
Cc: Frank Perez <frank@perezandassociates.com>; Raymond Parker <ray@dixiesouthland.com>; Johnson, Antoine <ajohnson@daniabeachfl.gov>; Kaine, Brad <bkaine@daniabeachfl.gov>
Subject: RE: 811, LLC, SP-028-18
Importance: High

As part of the Site Plan approval or via a separate resolution?
If part of the Site Plan approval, please provide the condition of approval language to be added to the resolution.
Please clarify.
Thank you.

From: Navarro, Ronnie
Sent: Thursday, August 16, 2018 10:38 AM
To: ROBERT SMITH; EngineeringReview
Cc: Lajoie, Corinne; Frank Perez; Raymond Parker; Johnson, Antoine; Kaine, Brad
Subject: RE: 811, LLC, SP-028-18

Please note that this will require Commission acceptance. This can be done as part of the project close-out.

Ronnie S. Navarro, PE, CFM

Deputy Director | City Engineer
City of Dania Beach | Florida
ext 3615

From: Navarro, Ronnie
Sent: Thursday, August 16, 2018 10:37 AM
To: 'ROBERT SMITH' <johnbsmith@att.net>; EngineeringReview <engineeringreview@daniabeachfl.gov>
Cc: Lajoie, Corinne <clajoie@daniabeachfl.gov>; Frank Perez <frank@perezandassociates.com>; Raymond Parker

<ray@dixiesouthland.com>; Johnson, Antoine <ajohnson@daniabeachfl.gov>; Kaine, Brad <bkaine@daniabeachfl.gov>

Subject: RE: 811, LLC, SP-028-18

Thanks, I'm ok with that.

Ronnie S. Navarro, PE, CFM

Deputy Director | City Engineer

City of Dania Beach | Florida

ext 3615

From: ROBERT SMITH [mailto:johnbsmith@att.net]

Sent: Thursday, August 16, 2018 10:01 AM

To: EngineeringReview <engineeringreview@daniabeachfl.gov>; Navarro, Ronnie <rnavarro@daniabeachfl.gov>

Cc: Lajoie, Corinne <clajoie@daniabeachfl.gov>; Frank Perez <frank@perezandassociates.com>; Raymond Parker

<ray@dixiesouthland.com>; Johnson, Antoine <ajohnson@daniabeachfl.gov>; Kaine, Brad <bkaine@daniabeachfl.gov>

Subject: Re: 811, LLC, SP-028-18

IT WAS AGREED AT DRC MEETING THAT IT WOULD BE A SIDEWALK EASEMENT

BOB SMITH, P.E.

JOHN B SMITH ENGINEERS

On Thursday, August 16, 2018 9:44 AM, EngineeringReview <engineeringreview@daniabeachfl.gov> wrote:

20. TIER 1: Clarify Sidewalk condition on Private Property and on ROW with Public Works -City Engineer. Sidewalk easement or proposed dedication. It shall be recorded. WE DISCUSSED THIS AT THE DRC MEETING, I BELIEVE WE WERE LEANING TO EASEMENTS, BUT I DON'T RECALL WHICH OPTION WAS DECIDED ON IF ANY...

Regards,

Manny Vega, PE

Engineering Review

From: Navarro, Ronnie

Sent: Thursday, August 16, 2018 8:50 AM

To: EngineeringReview; ROBERT SMITH

Cc: Lajoie, Corinne; Frank Perez; Raymond Parker; Johnson, Antoine; Kaine, Brad

Subject: RE: 811, LLC, SP-028-18

Manny,

Can you please send me a copy of the "easement" in question.

Ronnie S. Navarro, PE, CFM

Deputy Director | City Engineer

City of Dania Beach | Florida

ext 3615<<http://www.daniabeachfl.gov/>>

From: EngineeringReview

Sent: Thursday, August 16, 2018 8:44 AM

To: Navarro, Ronnie <rnavarro@daniabeachfl.gov>; ROBERT SMITH <johnbsmith@att.net>

Cc: Lajoie, Corinne <clajoie@daniabeachfl.gov>; Frank Perez <frank@perezandassociates.com>;

Raymond Parker <ray@dixiesouthland.com>; Johnson, Antoine <ajohnson@daniabeachfl.gov>;

Kaine, Brad <bkaine@daniabeachfl.gov>

Subject: Re: 811, LLC, SP-028-18

Good Morning Bob,

- 1.- In # 20 Ronnie has to decide the option of "Easements or any other".(Copied in this email).
- 2.- I am OK with your responses for others comments # 19, 21, 22, 24,25 for Tier 1.
- 3.- In # 23 Ronnie had approved Traffic Study.

Thank you

Regards,

Manny Vega, PE
Engineering Review

From: ROBERT SMITH <johnbsmith@att.net<<mailto:johnbsmith@att.net>>>
Sent: Wednesday, August 15, 2018 3:55 PM
To: Navarro, Ronnie; EngineeringReview
Cc: Lajoie, Corinne; Frank Perez; Raymond Parker; Johnson, Antoine; Kaine, Brad
Subject: Re: 811, LLC, SP-028-18

MANNY, HAS BEEN COPIED ON THESE EMAILS BUT WE STILL HAVE NOT RECEIVED ANY COMMENTS/CORRESPONDENCE HOW DO WE ADDRESS IF THERE IS NO COMMUNICATION.

BOB SMITH

On Wednesday, August 15, 2018 3:20 PM, "Navarro, Ronnie"
<rnavarro@daniabeachfl.gov<<mailto:rnavarro@daniabeachfl.gov>>> wrote:

I have done my part regarding the traffic study; other items would need Manny Vega's sign off (copied on this email).

Ronnie S. Navarro, PE, CFM

Deputy Director | City Engineer

City of Dania Beach | Florida

ext 3615<<http://www.daniabeachfl.gov/>>

From: ROBERT SMITH [<mailto:johnbsmith@att.net>]
Sent: Wednesday, August 15, 2018 2:58 PM
To: Robert Smith <johnbsmith@att.net<<mailto:johnbsmith@att.net>>>; Navarro, Ronnie
<rnavarro@daniabeachfl.gov<<mailto:rnavarro@daniabeachfl.gov>>>
Cc: Lajoie, Corinne <clajoie@daniabeachfl.gov<<mailto:clajoie@daniabeachfl.gov>>>;
EngineeringReview
<engineeringreview@daniabeachfl.gov<<mailto:engineeringreview@daniabeachfl.gov>>>; Frank Perez
<frank@perezandassociates.com<<mailto:frank@perezandassociates.com>>>; Raymond Parker
<ray@dixiesouthland.com<<mailto:ray@dixiesouthland.com>>>; Johnson, Antoine
<ajohnson@daniabeachfl.gov<<mailto:ajohnson@daniabeachfl.gov>>>; Kaine, Brad
<bkaine@daniabeachfl.gov<<mailto:bkaine@daniabeachfl.gov>>>
Subject: Re: 811, LLC, SP-028-18

GOOD AFTERNOON RONNIE,

WE NEED FOR YOU TO CONTACT CORINNE AND TELL HER THAT THE PROJECT HAS MET THE TIER 1 REQUIREMENTS AND CAN BE SUBMITTED TO THE CITY COMMISSION FOR APPROVAL. YOU HAD ALREADY APPROVED THE TRAFFIC STUDY ON JULY 18th AND WE SUPPLIED THE REQUESTED REVISED PLANS AND RESPONSE LETTER ON JULY 11th.

IF YOU NEED ANY ADDITIONAL INFORMATION PLEASE CALL/EMAIL.

THANK YOU

BOB SMITH, P.E.

JOHN B SMITH ENGINEERS

On Friday, August 10, 2018 6:14 AM, Robert Smith
<johnbsmith@att.net<<mailto:johnbsmith@att.net>>> wrote:

Good morning Ronnie,

We have not received a response from you concerning this project. The planning department is requesting an acknowledgment of meeting your requirements so the project can move forward for approval.

If you have any questions please contact us at your earliest convenience.

Thank you

Bob Smith, P.E.

John B Smith Engineers

Sent from my iPhone

On Jul 11, 2018, at 10:59 AM, Navarro, Ronnie
<rnavarro@daniabeachfl.gov<<mailto:rnavarro@daniabeachfl.gov>>> wrote:

Corinne and Manny,

I'm getting confused with this project due to the following:

1. Is this the same project as HercRentals? Is the attached site plan drawing the same as what you have on file?
2. Previous drawing shows a different ITE Land Use Code (Light Industrial) from this report (warehousing). Previous report also shows a building that is 42,250 SF and an office building of 5,700 SF. The attached study is based on a much smaller building footprint.
3. Are all existing buildings proposed to be demolished?
4. What is the intent for the huge paved area if warehousing is chosen as the land use. Warehousing is defined by the ITE manual as storage of materials (which I believe would be inside the building).
5. Who is supposed to be the traffic engineer of record for this project? (I think this is better answered by the project owner). Craven Thompson or Keith & Schnars?
6. I have no issue with the way the report by Keith & Schnars is presented. However, I want to make sure that ITE Land use, as proposed in the study, is consistent with proposed intent of use for this site and that the building areas are the same as the previous submittal.

Please advise.

Ronnie S. Navarro, PE, CFM

Deputy Director | City Engineer

City of Dania Beach | Florida

ext 3615<<http://www.daniabeachfl.gov/>>

From: ROBERT SMITH [<mailto:johnbsmith@att.net>]

Sent: Wednesday, July 11, 2018 9:37 AM

To: Navarro, Ronnie

Cc: Frank Perez; Raymond Parker

Subject: 811, LLC, SP-028-18

GOOD MORNING RONNIE,

ATTACHED YOU WILL FIND THE FOLLOWING IN RESPONSE TO OUR DRC MEETING OF JUNE 28th.

- 1, RESPONSE LETTER
2. REVISED CIVIL PLANS
3. REVISED TRAFFIC STUDY

AFTER YOUR REVIEW PLEASE DO NOT HESITATE TO CALL/EMAIL US WITH ANY QUESTIONS/CONCERNS.

THANK YOU!

BOB SMITH, P.E.

JOHN B SMITH ENGINEERS

954-763-4177 O

954-494-0599 C

<811LLC.DRC.RESPONSE.PDF>

<DIXIESOUTHLAND-811LLC7-10-18.pdf>

<18386 811 LLC-Dania Beach Traffic Statement - JULY-10-2018.pdf>

<mime-attachment>

<mime-attachment>

Lajoie, Corinne

From: Frank Perez <frank@perezandassociates.com>
Sent: Friday, August 10, 2018 4:11 PM
To: Lajoie, Corinne; 'Ryan St. George'; 'Abdias Dalisma'
Cc: LaFerrier, Marc; EngineeringReview; Navarro, Ronnie; 'Cosme, Raul'; 'Robert Smith'
Subject: RE: 811 Storage - variances
Attachments: 811 FIRE PROTECTION WATER APPLICATION.pdf; 2 811LLC.FIRE LETTER.pdf; 12-14 CIVIL 811LLC7-10-18 PLANS.pdf; 811, LLC RECORDED UNITY OF TITLE 37245216.pdf

CORINNE, THANKS FOR THE UPDATE... IT LOOKS LIKE WE ARE GETTING CLOSE...

OUR ENGINEER, BOB SMITH, IS OUT OF TOWN UNTIL TUESDAY...HOPEFULLY THE RESPONSES / CLARIFICATIONS BELOW WILL HELP ELIMINATE SOME OF THE COMMENTS IN HIS ABSENCE...

ENGINEERING:

19. **TIER I:** Please, provide copy Unity of Titles, plat, re-plat, easements and/or dedication(s) recorded prior of issuance of Building Permit. Shall be recorded in the Broward County Public Records. **RECORDED COPY DROPPED OFF YESTERDAY, SEE ATTACHED.**
20. **TIER 1:** Clarify Sidewalk condition on Private Property and on ROW with Public Works -City Engineer. Sidewalk easement or proposed dedication. It shall be recorded. **WE DISCUSSED THIS AT THE DRC MEETING, I BELIEVE WE WERE LEANING TO EASEMENTS, BUT I DON'T RECALL WHICH OPTION WAS DECIDED ON IF ANY...**
21. **TIER 1.** Per Sec. 605-30(H). Submit a Certified and sealed survey that reflects all property improvements and includes statement of amount of **acreage and square footage** of land involved. **S&S SURVEY DROPPED OFF YESTERDAY, HOWEVER THE INFO REQUESTED HAS BEEN ON THE SURVEYS .**
22. **TIER 1.** Provide Statement describing occupancy and use conditions and/or layout of the existing 1 story C.B.S. and Frame Building to remain. **NO BUILDINGS EXIST CURRENTLY ON SITE...COMMENT DOES NOT APPLY, DISCUSSED AT THE DRC MEETING.**
23. **TIER 1.** Per Sec. 605-30(k). Submit a memorandum of agreement summarizing the traffic study's proposed project-specific methodology, including any deviations from guidelines contained in the Recommended Practice, must be approved by the Community Development Director prior to preparation of the Study. A traffic impact study is required to supplement a development application that, if approved, would generate in excess of fifty (50) gross peak hour trips, provide a Traffic Statement/Report based on applicable trip generation rate(s) in the ITE - Institute of Transportation Engineers' Trip Generation manual, most recent edition. **ORIGINALLY, WE SUBMITTED A COMPLIANCE STATEMENT LETTER WHICH WAS REVIEWED AND COMMENTED ON AT THE FIRST DRC MEETING. ON THE FOLLOWING DRC MEETING A REVISED DOCUMENT WAS INTRODUCED AND IT INDICATED FEWER THAN 50 GROSS PEAK HOUR TRIPS, IN COMPLIANCE.**
24. **TIER 1.** If pedestrian lightning is proposed, discuss the possibility of the addition of pedestrian lightning along the City ROW(s). **NO PEDESTRIAN LIGHTING IS PROPOSED OR INDICATED, IF NOT A CITY REQUIREMENT, WE DO NOT WISH TO PROVIDE PEDESTRIAN LIGHTING ALONG THE ROW.**
25. **TIER 1.** Verify if resurfacing/refurbishing work of existing ROW(s) is necessary due to heavy load traffic, with Public Works – City Engineer. **NOTE ADDED ON ATTACHED PLAN C-1, NOTE #5, ABOUT RESURFACING ANY DAMAGE TO STREETS AS DISCUSSED AT DRC MEETING.**

FIRE

1. **TIER 1.** Proof of Water Supply & Fire Flow Demand as follows:
 - c. Fire Flow Demand Calculations Signed and Sealed by Licensed Engineer.
Fire calculations to comply with NFPA 1 Table 18.4.5.2.1. III (200) 8378 sq. ft. **THIS CALCULATION FORM WAS PREVIOUSLY PROVIDED, BUT WITH THE ENTIRE BUILDING AREA, INCLUDING THE OPEN, COVERED AREA IN THE REAR**

FOR A TOTAL OF 9,940 SF...THE LARGER BUILDING AREA COMPLIED, THERFORE, IT STANDS TO REASON , THE SMALLER AREA WILL AS WELL..

d. A completed Application for the Approval of the Fire Protection Water Supply Design (See the last page of this document) with updated sq. ft. **PREVIOUSLY SUBMITTED, THE APPLICATION DOES NOT SEEM TO HAVE ANY REFERENCE TO BUILDING AREA, ONLY GALLONS REQUIRED, SEE ATTACHED.**

e. Statement of verification from the design professional of record, on official company letterhead, that the proposed water main sizing, fire hydrant spacing, and fire hydrant locations, are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code. (This document shall bear the seal and signature of the engineer)(Fire). **ORIGINAL S&S SUBMITTED PREVIOUSLY, SEE ATTACHED.**

2. **TIER 1.** Original site plan showed an approved proposed fire hydrant on the north side of SW 39th St. by the entrance of the complex. 2nd submittal shows it on the south side. Please re-submit showing hydrant on the north side (Fire). **THE REVISED PLANS INDICATE THE FIRE HYDRANT AT THE ORIGINAL LOCATION FIRE PREFFERED, SEE ATTACHED PLAN, C-1.**

THANK YOU FOR YOUR CONSIDERATION,
FRANK



Frank Pérez
Pérez & Associates, Architects
3045 N. Federal Highway, Suite 46
Fort Lauderdale, FL 33306
Phone 954 567 2062
Fax 954 567 2063
Email: Frank@perezandassociates.com

Perez & Associates and their consultants will not certify and will not accept any liability arising from the use of any files that may be attachments or transmitted with this e-mail. Recipient agrees to indemnify and hold harmless Perez & Associates, its officers, consultants, agents and employees from and against any and all claims, suits, losses, damages or costs, including attorneys fees arising from or by reason of the Receipients use of electronic files provided by Perez & Associates, and such defense and indemnification obligation duties shall survive any use under this email transmission.
Recipient understands and accepts this condition as a prerequisite to using any information contained herein.

Confidentiality Notice: If you have received the message in error, please advise the sender by calling (954) 567-2062 or by reply e-mail, and destroy all copies of the message.

From: Lajoie, Corinne [<mailto:clajoie@daniabeachfl.gov>]
Sent: Friday, August 10, 2018 3:10 PM
To: Frank Perez; 'Ryan St. George'; 'Abdias Dalisma'
Cc: LaFerrier, Marc; EngineeringReview; Navarro, Ronnie; Cosme, Raul (Raul_Cosme@sheriff.org)
Subject: RE: 811 Storage - variances

I have. You are down to the following:

- 4 Planning comments.
- 3 Fire comments, 2 of which are **TIER 1** comments
- 14 Landscape comments
- 52 Engineering comments, 7 of which are **TIER 1** comments

As you know, we cannot bring this item to public hearing until ALL TIER 1 comments are addressed.

From: Frank Perez [mailto:frank@perezandassociates.com]
Sent: Friday, August 10, 2018 2:42 PM
To: Lajoie, Corinne; 'Ryan St. George'; 'Abdias Dalisma'
Subject: RE: 811 Storage - variances

GOOD AFTERNOON CORINNE, NOT TO CHANGE THE SUBJECT, WELL, MAYBE A LITTLE...BUT HAVE YOU HAD A CHANCE TO REVIEW THE PLANNING PORTION YET?? ARE WE LOOKING OK TO PROCEED TO COMMISSION?

REGARDS,
FRANK



Frank Pérez
Pérez & Associates, Architects
3045 N. Federal Highway, Suite 46
Fort Lauderdale, FL 33306
Phone [954 567 2062](tel:9545672062)
Fax [954 567 2063](tel:9545672063)
Email: Frank@perezandassociates.com

Perez & Associates and their consultants will not certify and will not accept any liability arising from the use of any files that may be attachments or transmitted with this e-mail. Recipient agrees to indemnify and hold harmless Perez & Associates, its officers, consultants, agents and employees from and against any and all claims, suits, losses, damages or costs, including attorneys fees arising from or by reason of the Recipients use of electronic files provided by Perez & Associates, and such defense and indemnification obligation duties shall survive any use under this email transmission. Recipient understands and accepts this condition as a prerequisite to using any information contained herein.

Confidentiality Notice: If you have received the message in error, please advise the sender by calling [\(954\) 567-2062](tel:9545672062) or by reply e-mail, and destroy all copies of the message.

From: Lajoie, Corinne [mailto:clajoie@daniabeachfl.gov]
Sent: Friday, August 10, 2018 2:39 PM
To: Ryan St. George; Abdias Dalisma (abdias@lacfl.com)
Cc: Frank Perez (Frank@perezandassociates.com)
Subject: RE: 811 Storage - variances

Ok, I will go with these numbers unless told otherwise.
Thank you.

From: Ryan St. George [mailto:Ryan.StGeorge@metriceng.com]
Sent: Friday, August 10, 2018 2:38 PM
To: Lajoie, Corinne; Abdias Dalisma (abdias@lacfl.com)
Cc: Frank Perez (Frank@perezandassociates.com)
Subject: RE: 811 Storage - variances

They should be correct. The Code provides a MAXIMUM percentage for small trees, not a minimum, so exceeding the maximum percentage allowed (primarily due to excessive OHW conflicts) would require a variance.

Regards,

Ryan St. George
South Florida Environmental Services Manager



METRIC ENGINEERING

13940 SW 136th St, Miami, FL 33186

Office: (305) 235-5098 ext 119

Mobile: (954) 668-8244

Fax: (305) 251-5894

Ryan.stgeorge@metriceng.com

www.metriceng.com

From: Lajoie, Corinne [mailto:clajoie@daniabeachfl.gov]

Sent: Friday, August 10, 2018 2:34 PM

To: Abdias Dalisma (abdias@lacfl.com) <abdias@lacfl.com>

Cc: Ryan St. George <Ryan.StGeorge@metriceng.com>; Frank Perez (Frank@perezandassociates.com) <Frank@perezandassociates.com>

Subject: RE: 811 Storage - variances

Importance: High

Can someone please confirm these numbers. They appear backwards to me.

Thank you.

From: Lajoie, Corinne

Sent: Tuesday, July 31, 2018 2:35 PM

To: Abdias Dalisma (abdias@lacfl.com)

Cc: 'Ryan St. George'

Subject: RE: 811 Storage - variances

Importance: High

As you can tell, I am working through the variances requested.

One of the variance requests identified in the resolution doesn't actually look like a variance to me (see below).

1. To allow the planting of fourteen (14) small trees, the LDC requires twelve (12) trees; per Section 275-190.

It appears more small trees are being planted than required. Can you please confirm that is the case and the numbers were not accidentally switched?

Thanks.

From: Lajoie, Corinne

Sent: Tuesday, July 31, 2018 2:01 PM

To: Abdias Dalisma (abdias@lacfl.com)

Cc: Frank Perez (Frank@perezandassociates.com); rparkerdixie@bellsouth.net; 'Ryan St. George'

Subject: 811 Storage - variances

Importance: High

The variance application received is not complete. It does not include an identification of the specific code requirement asking to be waived and what the applicant is providing and it does not include a justification statement addressing each of the 5 criteria identified in the City's Land Development Code .

I need both of these items ASAP as my due date for the ad is **TODAY**.

Thank you.



Corinne Lajoie
Planning & Zoning Manager | City of Dania Beach
clajoie@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6805 ext. 3704 | **Fax:** 954-922-2687

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. Access to this email by anyone else is unauthorized. If you are not the intended recipient, any interception, copying, distribution, disclosure or use of this transmission or any information contained in it is strictly prohibited, and may be subject to criminal and civil penalties.

Attention: The information contained in this E-mail message is privileged and confidential information intended only for the use of the individual(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please contact the sender by reply E-mail and destroy all copies of the original message. Thank you.

Attention: The information contained in this E-mail message is privileged and confidential information intended only for the use of the individual(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please contact the sender by reply E-mail and destroy all copies of the original message. Thank you.

Lajoie, Corinne

From: Navarro, Ronnie
Sent: Wednesday, July 18, 2018 9:56 AM
To: Lajoie, Corinne
Cc: Frank Perez; Raymond Parker; ROBERT SMITH; EngineeringReview; Johnson, Antoine; Kaine, Brad
Subject: Traffic Statement for Proposed 811 LLC Storage, 3899 Ravenswood Road
Attachments: 18386 811 LLC-Dania Beach Traffic Statement - JULY-10-2018.pdf

Hi Corinne,

The traffic impact statement, as prepared by Jose Luis Rodrguez, PE of Keith and Schnars, for the above-cited subject project, has been reviewed and accepted by the undersigned. The projected PM peak hour vehicle trips is anticipated not to cause significant traffic impact on adjacent roads.

Thank you

Ronnie S. Navarro, PE, CFM

Deputy Director | City Engineer
City of Dania Beach | Florida
ext 3615

From: ROBERT SMITH [mailto:johnbsmith@att.net]
Sent: Wednesday, July 11, 2018 9:37 AM
To: Navarro, Ronnie <rnavarro@daniabeachfl.gov>
Cc: Frank Perez <frank@perezandassociates.com>; Raymond Parker <ray@dixiesouthland.com>
Subject: 811, LLC, SP-028-18

Attachments:

- [811LLC.DRC.RESPONSE.pdf](#)
- [DIXIESOUTHLAND-811LLC7-10-18.pdf](#)
- [18386 811 LLC-Dania Beach Traffic Statement - JULY-10-2018.pdf](#)

GOOD MORNING RONNIE,

ATTACHED YOU WILL FIND THE FOLLOWING IN RESPONSE TO OUR DRC MEETING OF JUNE 28th.

1. RESPONSE LETTER
2. REVISED CIVIL PLANS
3. REVISED TRAFFIC STUDY

AFTER YOUR REVIEW PLEASE DO NOT HESITATE TO CALL/EMAIL US WITH ANY QUESTIONS/CONCERNS.

THANK YOU!

BOB SMITH, P.E.
JOHN B SMITH ENGINEERS



BROWARD SHERIFF'S OFFICE
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



SITE PLAN REVIEW COMMENTS

Date: 7/9/18 **Site Plan No.:** SP-028-18 **Time Required For Review:** 1.5

Project: 811 LLC Storage 3rd Review **Sq. Feet:** 86,945

Plan Reviewer: Raul Cosme / Plans Examiner

☐ Approved As Submitted ☐ Denied ☐ Approved With Conditions
☒ Comments Must Be Addressed and Resubmitted Prior to City Commission Meeting

Below are two tiers of comments. Tier one comments must be satisfied prior to site plan approval and public hearing. Tier two comments, if not satisfied during original site plan approval process, must be satisfied at permit for site work.

Be advised that some Tier two comments may affect other disciplines and/or have other significant impacts on the overall site plan. In addition, the Tier 2 comments may impact permit plans with additional time delays to reach resolution at permit. It is strongly advised that all comments (both Tier 1 and Tier 2) below are satisfied prior to site plan approval and public hearing.

Tier 1 COMMENTS

Deficiencies were identified on your plan during our plan review process. Please provide the following:

1. Fire Department Access Information as follows: **COMPLIED**
 - a. ~~Provide turning radii (demonstrated) on the east side of the complex into and out of the parking lot.~~

2. Proof of Water Supply & Fire Flow Demand as follows: **STILL REQUIRED**

- a. Fire Hydrant Flow Test **COMPLIED**
- b. Building Construction Type and Square Footage (**Complied, on plan**)
- c. Fire Flow Demand Calculations Signed and Sealed by Licensed Engineer.
Fire calculations to comply with NFPA 1 Table 18.4.5.2.1. III (200) 8378 sqft.
- d. A completed Application for the Approval of the Fire Protection Water Supply Design (See the last page of this document) **with updated sqft**
- e. Statement of verification from the design professional of record, on official company letterhead, that the proposed water main sizing, fire hydrant spacing, and fire hydrant locations, are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code. (This document shall bear the seal and signature of the engineer).

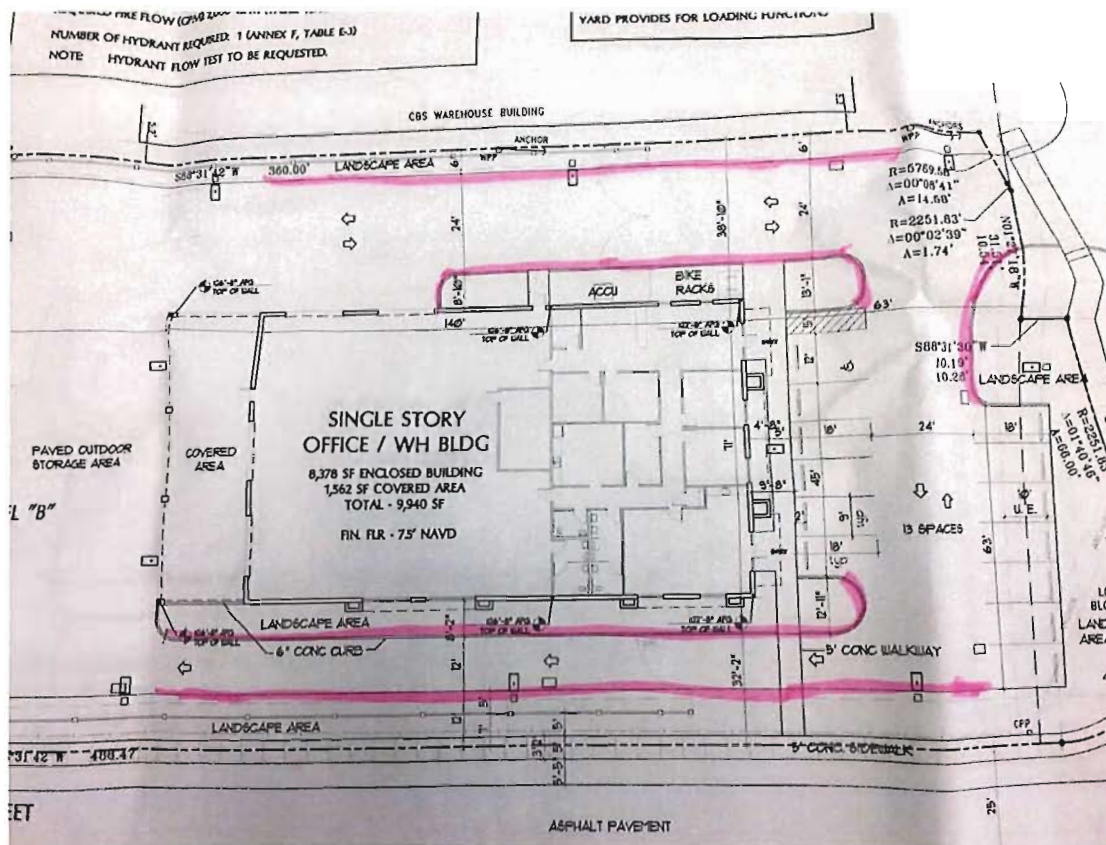
3. **REQUIRED** Original site plan showed an approved proposed fire hydrant on the north side of SW 39th St. by the entrance of the complex. 2nd submittal shows it on the south side. Please re-submit showing hydrant on the north side.

Tier 2 COMMENTS COMPLIED

Deficiencies were identified on your plan during our plan review process. Please provide the following:

~~4. Additional Fire Department Access Information as follows:~~

- ~~a. Fire Lane locations and striping detail (demonstrated) As shown below.~~
- ~~b. "NO PARKING" sign locations and sign details demonstrated~~



5. A detail sheet accompanying the Civil Plans with the following details: **COMPLIED**
 - a. Fire Hydrant Detail
 - b. Bollard / Impact Protection Detail for Hydrants, FDC's & DDCV's
 - c. Roadway Pavement Marker (RPM) Detail for Fire Hydrant Locations (Blue Reflective Markers)
 - d. Underground Gate Valve Detail (where applicable)
6. Address Detail **COMPLIED**
7. Minimum Radio Signal Strength for Fire Department Communications – See details on the next page.

Please provide a copy of the approved set of plans in .pdf format via email to raul_cosme@sheriff.org . If the plan set is too large to send through email, please deliver the plans in .pdf format on a CD-ROM to:

Attn. Raul Cosme
Fire Marshal's Office
103 West Dania Beach Boulevard
Dania Beach, FL 33004



ATTENTION CONTRACTORS & DESIGN PROFESSIONALS

EFFECTIVE IMMEDIATELY

NFPA 1:11.10 Requires minimum radio signal strength for fire department communications to be maintained at a level determined by the AHJ for all new and existing buildings.

The Owner's Rep or GC shall conduct a Preliminary Initial Assessment to determine if the minimum radio signals strength for fire department communication is in compliance with Broward County standards.

Prior to any testing, the occupancy shall be structurally completed with all interior partitions, windows and doors installed.

An assessment will be conducted by the Owner's Rep or GC to determine if the minimum radio signals strength for fire department communication in the occupancy is in compliance, in accordance with NFPA 1: 11.10.1 and NFPA 72: 24.5.2.2.1 through 24.5.2.2.3.

Radio coverage shall be provided throughout the building as a percentage of floor area as specified below in accordance with NFPA 72: 14.4.12.1.2 through 14.4.12.1.4 and NFPA 24.5.2.3.

1. A test "grid" plan shall be produced to ensure testing throughout the building.
2. Signal levels shall be measured to ensure the system meets the criteria of 24.5.2.3 according to parameters as follows:
 - a. 24.5.2.3.1 Inbound.
A minimum inbound signal strength of -95 dBm, or other signal strength as required by the authority having jurisdiction, shall be provided throughout the coverage area.
 - b. 24.5.2.3.2 Outbound.
A minimum outbound signal strength of -95 dBm at the donor site, or other signal strength as required by the authority having jurisdiction, shall be provided for the coverage area.
 - c. Critical areas, such as the emergency command center(s), the fire pump room(s), exit stairs, exit passageways, elevator lobbies, standpipe cabinets, sprinkler sectional valve locations, and other areas deemed critical by the authority having jurisdiction, shall be provided with 99 percent floor area radio coverage.
 - d. General building areas shall be provided with 90 percent floor area radio coverage.

ACCEPTANCE

1. If three nonadjacent areas fail the test with less than -95 decibels per milliwatt (-95 dBm), and /or a DAQ3 or below; or if two adjacent areas fail with less than -95 decibels per milliwatt (-95 dBm), and/or a DAQ3 or below, the GC will be required to pull separate plans and permit and install an IPSRES; In-Building Public Safety Radio Enhancement Systems; and/or
2. If there is less than 99 percent floor area radio coverage to all Critical areas, or less than 90 percent floor area radio coverage to all General building areas, the GC will be required to pull separate plans and permit and install an IPSRES; In-Building Public Safety Radio Enhancement Systems.

Rev. 10/30/2015

THE FOLLOWING INFORMATION IS PROVIDED FOR EXPLANATORY PURPOSES ONLY. THE NOTES BELOW CONTAIN MORE SPECIFIC INFORMATION AS IT RELATES TO THE COMMENTS YOU MAY HAVE RECEIVED IN YOUR SITE PLAN REVIEW FROM THE FIRE MARSHAL'S OFFICE.

FIRE DEPARTMENT ACCESS REQUIREMENTS

ADDRESS IDENTIFICATION

New and existing buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or roadway fronting the property. [NFPA 1:10.12.1.1]
The address shall be posted at the construction site upon the start of construction.

Address numbers shall contrast with their background. Numerals shall be not less than three inches in height for residential buildings, structures, or portions thereof, and at least six inches in height for all other buildings, structures, or portions thereof. [NFPA 1:10.12.1.2]

Where address identification is required by the fire official on other elevations of buildings, structures, or portions thereof, such numbers shall be not less than three inches in height for residential and at least six inches in height for all other buildings, structures, or portions thereof. [NFPA 1:10.12.1.2.1]

Address numbers shall be Arabic numerals or alphabet letters. [NFPA 1:10.12.1.3]

GENERAL DRIVE AISLES WIDTH AND HEIGHT

Drive aisles must be a minimum of 12 feet in width. [AHJ]

VERTICAL CLEARANCES FOR APPARATUS

Vertical clearances of 14 ft. minimum are required by [AHJ].

FIRE APPARATUS ACCESS ROADS IDENTIFIED AND MARKED

Fire Apparatus Access Roads are required to be identified and delineated. [AHJ; 1:18.2]

WIDTH REQUIREMENT FOR FIRE DEPARTMENT ACCESS ROADS

Fire Department access roads shall have an unobstructed width of not less than 20 feet. [1:18.2.3.4.1.1]

WIDTH & SIGNAGE REQUIREMENTS FOR CURBSIDE VEHICLE PARKING IN FIRE DEPARTMENT ACCESS LANES

- Fire Department Access Roads 20 Ft. to 27 Ft. – “NO PARKING” Signs on both sides of the road.
- Fire Department Access Roads 28 Ft. to 35 Ft. – “NO PARKING” Signs on one side of the road
- Fire Department Access Roads 36 Ft. or greater – No signage required. [AHJ]

“NO PARKING” SIGNAGE, PAINTED CURBS AND / OR FIRE LANE STRIPING REQUIRED FOR FIRE LANES, FIRE DEPARTMENT ACCESS ROADS AND IN FRONT OF FIRE DEPARTMENT CONNECTIONS

Fire Lanes, Fire Department Access Roads and the areas in front of the fire department connections, shall be designated by yellow painting, striping, or markings on the curbs and roadways.

- Provide a curb detail note to indicate that all curbs are to be painted yellow.
- All pavement markings shall be of thermoplastic paint.
- Demonstrate that these areas are to be marked with freestanding signs with the wording, **“NO PARKING FIRE LANE BY ORDER OF THE FIRE DEPARTMENT”** or similar wording.
- Such signs shall be 12 inches by 18 inches with a white background and red letters.
- These signs shall be a maximum of seven feet in height from the roadway to the bottom of the sign.
- These signs shall be within sight of the traffic flow and be a **maximum of 60 feet apart.**
[1:18.2.3.5]

SURFACE COMPACTION

Demonstrate that the required Fire Department access road shall have a surface designed to:

- Accommodate fire apparatus with a minimum weight of 32 tons. **[1:18.2.2.1.3]**
- Have a surface suitable for all-weather driving capabilities. **[1:18.2.2.5.2]** – Examples: Turf Block, Concrete, Stone, etc.

OBSTRUCTION OF FIRE DEPARTMENT ACCESS ROADS

The required width of a fire department access road shall not be obstructed in any manner.
[1:18.2.4.1.1]

GATES REQUIREMENT

Where gates are utilized, provide a Knox entry system to allow Fire Department Access **[1:18.2.2.1]** (Obtain application from the Fire Prevention Bureau (954)893-5060)

TURNING RADIUS

Turning radii must be a minimum of 38 ft. inside radius and 50 ft. outside radius with a clear sweep of 12 ft. of drive aisle for all Fire Department access roads / lanes (Turning radius requirements for Rescue Apparatus Access areas is 26' outside radius and 14' inside radius)
[1:18.2.3.4.3]

When demonstrating Turning Radii, all parking spaces must be a minimum of 18' in length.

CUL-DE-SACS

Cul-de-sac turnarounds must be no less than 100 ft. in diameter.

DEAD ENDS

Dead-end fire department access roads in excess of 150 ft. in length shall be provided with approved provisions for the turning around of fire apparatus (Hammerhead “T” Turn-around, Cul-de-sacs, Alternative (Modified) “T” Turn-around, etc.). **[1:18.2.3.4.4]**

BUILDING ACCESSIBILITY FROM FIRE DEPARTMENT ACCESS ROADS

Any portion (furthest point) of any 1st Floor exterior wall must be:

- Not more than 150 ft. from Fire Department Access Roads – Un-sprinklered Buildings. [1:18.2.3.2.2]
- Not more than 450 ft. from Fire Department Access Roads – Sprinklered Buildings. [1:18.2.3.2.2.1]

DISTANCE TO EXTERIOR DOORS OF BUILDINGS FROM FIRE DEPARTMENT ACCESS ROADS

A single exterior door providing access to the interior of any building must be located within 50 feet of a fire department access road. [1:18.2.3.2.1]

BRIDGES

The bridge shall be designed for a live load sufficient to carry the imposed loads of fire apparatus with a minimum weight of 32 tons. [1:18.2.3.4.5.2]

LOAD LIMITS TO BE POSTED

Vehicle load limits shall be posted at both entrances to bridges, ramps and elevated roadways where required by the AHJ. [1:18.2.3.4.5.3]

GRADE

The angle of approach and departure for any means of fire department access shall not exceed 1 foot drop in 20 feet (5%), and the design limitation of the fire apparatus of the fire department shall be subject to approval by the AHJ. [1:18.2.3.4.6.2*]

FIRE HYDRANTS & FIRE PROTECTION APPLIANCES REQUIREMENTS

HYDRANT DETAIL REQUIREMENTS

Please provide fire hydrant detail in accordance with the following:

- The center of a hose outlet shall be not less than 18 inches above final grade, (or where located in a hose house, 12 inches above the floor) [24:7.3.3]
- The Steamer opening is to be 4 ½ inches in size with four (4) National Standard Threads per inch.
- All fire hydrants shall be “traffic type” to break-away upon impact.
- The fire hydrant main body valve shall open against the flow and shall close with the flow.

BLUE REFLECTIVE HYDRANT MARKERS

Provide one (1) blue double-reflective department of transportation type road marker (Roadway Pavement Marker (RPM)) to be adhered to the hard surfaces of the roadway in the middle of the lane nearest to, and directly in front of each newly installed fire hydrants. [AHJ]

IMPACT PROTECTION

Provide bollards consisting of three inch steel pipe buried at three feet deep, with three feet of height above ground level and spaced three feet apart, These bollards are to be filled with concrete and capped are acceptable. [24:7.3.5] [24:7.3.6] [13:8.15.1.3.2]

CLEARANCE REQUIREMENTS FOR FIRE HYDRANTS

Provide clearances of 36” in circumference around all fire hydrants. [1:18.5.3]

HYDRANT SPACING FOR COMMERCIAL PROPERTY

Hydrant spacing shall not exceed 350 feet linear separation (as the fire apparatus drives) for commercial properties (to also include apartment buildings, condominiums, townhouses, etc.) [24:7.2.1] [AHJ]

HYDRANT SPACING FOR PRIVATE RESIDENTIAL PROPERTY

Hydrant spacing shall not exceed 500 feet linear separation for residential one and two family dwellings. [24:7.2.1] [AHJ]

HYDRANTS TO BE 40' OR MORE FROM BLDGS.

Hydrants shall be located not less than 40 ft. from the building or wall hydrants shall be permitted to be used where approved by the AHJ. [24:7.2.4]

STANDPIPE SYSTEMS REQUIRED

Provide a Class I standpipe system in accordance with the provisions of N.F.P.A. 1, Section 13.2.2.2 and NFPA 14, where any of the following conditions exist:

- More than three stories above grade where the building is protected by an approved automatic sprinkler system.
- More than two stories above grade where the building is not protected by an approved automatic sprinkler system.
- More than 50 ft. above grade and containing intermediate stories or balconies
- More than one story below grade
- More than 20 ft. below grade

LOCATIONS OF SIAMESE FIRE DEPARTMENT CONNECTIONS

Fire department connections shall be located:

- On the street side of buildings.
- Where fully visible and recognizable from the street or nearest point of fire department apparatus accessibility.
- And arranged so that hose lines can be attached to the inlets without interference from nearby objects, including buildings, fences, posts, or other fire department connections. [14:6.3.5.1]
- Not more than 100 ft. from the nearest fire hydrant connected to an approved water supply. [14:6.3.5.4]
- On the same side of the roadway or fire lane as the nearest fire hydrant. [AHJ]
- Within three ft. (3') of the curb line of fire lanes, streets. [AHJ]
- In a place that will allow a space four feet (4') on both sides of the fire department connection centerline that must be kept open at all times.

SIGNAGE FOR FIRE DEPARTMENT CONNECTIONS

- The FDC must be identified as to the building (complete address) or portion of the building it serves. Provide a permanent tactile sign at the FDC to meet the above requirement. [14:6.3.5.3]
- A sign also shall indicate the pressure required at the inlets to deliver the system demand. [14:6.3.5.2.2]
- Each fire department connection shall be designated by a sign having raised letters, at least 1 inch in height, cast on a plate or fitting that reads "STANDPIPE", "STANDPIPE AND AUTOSPKR" or "AUTOSPKR AND STANDPIPE". [14:6.3.5.2]

BACKFLOWS REQUIRED (See NFPA 13, Chapter 15, Section A.15.1.8 & Handbook)

Provide a Backflow Prevention Assembly for the Fire Sprinkler System that meets the following requirements:

- All backflow preventors must be Accessible for service and maintenance [13:8.16.4.6]
- All backflow preventors must be Listed for fire protection service [24:5.4.2]
- All backflow preventors must be installed above ground [AHJ]

WATER SUPPLY REQUIREMENTS

PRIVATE FIRE SERVICE MAINS CONNECTION FROM WATERWORKS SYSTEMS

By P.I.V. [24:5.5] or Underground Gate Valve [24:6.1.5]

POST INDICATING VALVES TO BE LOCATED MIN. 40 FT. FROM BLDGS.

Post indicating valves shall be located not less than 40 ft. from buildings [24:6.3.3.1]

DISTRIBUTION SYSTEMS TO BE LOOPED

All distribution systems shall be designed to reduce the dead-end mains and provide a loop for new and existing mains.

FIRE SERVICE MAIN SIZE – 8”

Hydrant mains must be sized in accordance with the requirements of the Public Services Department (typically requiring a minimum 8” diameter), and must be able to accommodate the fire flow demand for the project but in no case can be less than 6” in diameter [24:7.1.1]

SPRINKLER SYSTEM REQUIRED

Buildings 3 or more stories in height and 3 or more units attached shall be equipped with a complete automatic fire sprinkler system. Completed engineered fire sprinkler drawings are required with construction document submittal. Please Note. [FBC 903.6.]

FIRE HYDRANT FLOW TEST REQUIREMENTS

Fire Hydrant Flow Tests are required for all new projects to determine the available water supply in the area for your project. The Hydrant Flow Test must be in accordance with the Broward County Amendments (Effective February 13, 2016) to the Florida Fire Prevention Code (5th Edition), Section F-112. This test must be performed by a qualified company of the builder's choice. In addition, the static pressure at the water main shall be determined by a recorded method (ie. water wheel) for a minimum twenty-four (24) hour period. The actual flow test must be witnessed by, and recorded data sent to the Broward Sheriff's Office Fire Marshal's Bureau, Dania Beach District in any area where water is being supplied by the City of Dania Beach Public Services.

If the water is being supplied by Broward County, the entire hydrant flow test is to be performed by Broward County O.E.S. Please contact the Broward Sheriff's Office Fire Marshal's Bureau, Dania Beach District at (954)342-4262 for determination of where the water is being supplied from.

IDENTIFYING THE FIRE FLOW DEMAND FOR BUILDINGS AND STRUCTURES

The Needed Fire Flow Requirements for all buildings / structures must be in accordance with N.F.P.A. 1 (2012 Ed.), Chapter 18, Section 18.4 for manual suppression efforts. Fire flow calculations must be prepared by a professional engineer currently licensed in the state of Florida **for each** newly constructed building or structure. Two original sets of signed and sealed calculations must be submitted to the Fire Marshal's Office on the Engineer's official letterhead for review and approval. Failure to follow the above requirements may result in delays for your project.

REQUIREMENTS FOR THE FIRE FLOW TESTING OF WATER SUPPLY FOR AUTOMATIC FIRE PROTECTION SYSTEMS (AFPS) AND AUTOMATIC STANDPIPE SYSTEMS (ASS)

The following are the requirements, as stipulated by the Broward County Amendments to the Florida Fire Prevention Code, for the Fire Flow Testing of the water supply for Automatic Fire Protection Systems (AFPS) and Automatic Standpipe Systems (ASS):

The fire flow requirement for buildings providing or requiring Automatic Fire Protection Systems (AFPS) and/or Automatic Standpipe Systems (ASS) must be in accordance with the Broward County Amendments (Effective February 13, 2016) to the Florida Fire Prevention Code (5th Edition), Section F-112, NFPA 13 (2010 Ed.) and NFPA 14 (2010 Ed.)

Broward County Amendments to the Florida Fire Prevention Code

Amendments Effective February 13, 2015

F-112 – Automatic Sprinklers Required

F-112.1 – Fire flow testing of the Water Supply for Automatic Fire Protection Systems (AFPS) and Automatic Standpipe Systems (ASS) using water as an extinguishing agent for new buildings and structures and existing buildings and structures where the AFPS and ASS are altered by more than seventy-five (75) percent of their value shall be as follows:

- a) Fire flow test of the water supply for AFPS and ASS shall be in accordance with NFPA 291, Recommended Practice for Fire Flow Testing and Marking of Hydrants, Florida Administrative Code (FAC) 69A-60.
- b) The engineer of record (EOR) shall be responsible to review the fire flow results, potential drought impact and future demands to the water distribution system. Where the EOR determines that the water distribution system will be significantly impacted during drought conditions or as a result of anticipated future growth, the EOR shall provide a safety margin in the design of the AFPS/ASS. The EOR shall utilize NFPA 13 annex as a guide in reviewing water distribution systems.
- c) Design of the water flow for the AFPS and/or ASS shall be the same as that obtained from the fire flow test.
- d) The residual pressure at the required water flow at the connection to the water main for an AFPS and/or ASS shall not be less than 20 PSI.
- e) The static pressure at the water main shall be determined by a recorded method for a minimum twenty-four (24) hour period.

- f) Fire flow test data shall not be more than one (1) year prior to the plans, hydraulic calculations and submittals for the AFPS and/or ASS being submitted to AHJs for their review and acceptance. The results of the fire flow test shall be provided to the AHJ at the time of the submittal of the plans, hydraulic calculations and submittals for the water based AFPS and/or ASS.



BROWARD SHERIFF'S OFFICE
DEPARTMENT OF FIRE RESCUE AND EMERGENCY SERVICES
FIRE MARSHAL'S BUREAU
DANIA BEACH DISTRICT
103 West Dania Beach Boulevard
Dania Beach, FL 33004
Phone: (954) 342-4262
Fax: (954) 342-4265



APPLICATION FOR APPROVAL OF THE FIRE PROTECTION WATER SUPPLY DESIGN

Date of Application: _____

Site Plan Application #: _____

Name of Project/Development: _____

Address of Project/Development: _____

Owner/Agent: _____

Design Professional of Record: _____

Water Purveyor: _____

Water Purveyor Address: _____

In order for the Broward Sheriff's Office, Department of Fire Rescue, Fire Marshal's Bureau to provide an approval letter for the adequacy of the fire protection water supply design for the above referenced project, the following information must be provided:

Affirmation of Compliance with Fire Protection Water Supply Design Requirements:

1. The Type of Construction" is _____ in accordance with NFPA 220.
2. The total fire protection water supply needed for manual firefighting (fire flow) and fire sprinkler/standpipe operations is _____ gallons per minute. (In compliance with water supply requirements for manual firefighting operations in accordance NFPA 1 (2012 Ed.), Chapter 18, Section 18.4 and the Broward County Land Development Code; and the water supply necessary for fire sprinkler and standpipe operations in accordance with the currently adopted editions of NFPA 13 and NFPA 14).
3. **Statement of verification from the design professional of record, on official company letterhead, that the proposed water main sizing, fire hydrant spacing, and fire hydrant locations, are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code. (Attach signed and sealed document).**

This will affirm that the above stated information and attached statement of verification for this project/development is accurate and can be relied on for the requested approval letter to the applicable water purveyor.

Signature - Owner/Agent/Occupant:

Date

Signature – Design Professional of Record

Date



CITY OF DANIA BEACH

DEPARTMENT OF PUBLIC SERVICES

July 9, 2018

Engineering/ Public Works Comments

SP-047-18 / VA-046-18. Herc Rentals (2st Review)

TIER I:

1.- Please, provide copy Unity of Titles, plat, re-plat, easements and/or dedication(s) recorded prior of issuance of Building Permit. Shall be recorded in the Broward County Public Records.

Copy of Unity of Title shall be provided prior to building permit issuance.

2.- Revise portion of Parcels in "Ownership / Plat Exhibit" sheet. Portion of Parcel A or Parcel H.

The exhibit has been revised. A copy must be attached.

3.- Per Sec. 605-30(H). Submit a Certified and sealed survey that reflects all property improvements and includes statement of amount of acreage and square footage of land involved.

A certified and sealed survey is provided for all the properties with an additional note with total area of the property.

4.- Provide Statement describing occupancy and use conditions and/or layout of the existing 1 story C.B.S. and Frame Building to remain.

Layout provided on Partial Floor Plans A2.1 and A2.2 showing Storage and Office areas missing to be completed with an statement.

5.- Per Sec. 605-30(k). A memorandum of agreement summarizing the traffic study's proposed project-specific methodology, including any deviations from guidelines contained in the Recommended Practice, must be approved by the Community Development Director prior to preparation of the Study.

A traffic impact study is required to supplement a development application that, if approved, would generate in excess of fifty (50) gross peak hour trips, provide a Traffic Statement/Report based on applicable trip generation rate(s) in the ITE - Institute of Transportation Engineers' Trip Generation manual, most recent edition.

A methodology proposal is pending to be provided to City Engineer's review and approval.

6.-Verify, if resurfacing/refurbishing work of existing ROW along SW 26th Terrace is necessary due to heavy load traffic, with Public Works – City Engineer-. **2nd request.**

7.- If pedestrian lightning is proposed, discuss the possibility of the addition of ped lightning along the City ROW(s).

It is not proposed.

8.- Provide a proposed preliminary conceptual Drainage Analysis.

2nd Request.

9.- Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal.

Pending to be provided as part of the final submittal.

10.- Provide regulatory agencies' approval documentation (as applicable) as part of the final submittal (Broward County Surface Water License, Broward County Health Department Permit, etc.)

Pending to be provided as part of the final submittal prior to issuance of Building Permit.

TIER II:

1.- Site Plan SP-1 :

1.1 Identify ROW lines and dimensions on the East side of the Project/Property along SW 26th Terrace.

Provided on SP-1.

1.2 Show sight-visibility triangle at all proposed driveways and/or ingress-egress, including on landscaping plan. Identify location on property lines of existing Five feet (5') or Six feet (6') wall.

Verify, location of 25' visibility triangles.

Survey shows six (6') wall and site plan five (5').

1.3 Identify pavement, marking and width of driveways aisles on some areas and clearly identify how driveways with Outdoor Display / Storage areas are separated (Curbs, Stripping, etc.)

Provided on preliminary PMS sheet C-5.

1.4 Provide Layout of Outdoor Display / Storage areas for circulation and storage.

Provided on SP-1.

2.- ROW on SW 26th Terrace.

2.1 Show Base Building Line – BBL- Right of Way –ROW- lines and Property (PL) and Center (CL) Lines (PL) dimensions on civil/Site plan(s).

Provided civil SP-1 and Civil Plans.

2.2 Provide copies of approved permits from FDOT, City of Dania Beach, Broward County and others for driveway(s) connections (If applicable).

Existing driveway not intended to be reconfigured.

2.3 Show sight distance analysis using FDOT index No. 546 at SW 26th Terrace.

Provided on SP-1.

2.4 Any road cuts for utilities, curb cuts and/or others with the City ROW shall be restored to full lane width for 50' minimum length centered on the proposed cut.

There is some road cuts on concrete driveway on City ROW..

2.5 Provide Maintenance of Traffic (MOT) Plan by a licensed Professional Engineer in the State of Florida (If applicable).

It will be provided at time of Building and Engineering submittals for permitting.

2.6 In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the road ROW when buildings are constructed or substantially improved.

Proposed sidewalk on southern ROW along SW 26th Terrace; pending to be showed width dimension. On northern portion existing sidewalk to remain; must be repaired as necessary.

2.7 Per Sec. 605-30(K). The Traffic Impact Study shall be prepared using the roadway level of service standards and trip generation rates. A traffic study shall be prepared in accordance with methods outlined in Transportation Impact Analysis for Site Development: An ITE Recommended Practice (RP-020D) published by the Institute of Transportation Engineers, 2010; the 2014 FDOT Transportation Site Impact Handbook; 2013 FDOT Quality/Level of Service Handbook; the 2014 Broward County Comprehensive Plan – Transportation Element; the City of Dania Beach Land Development Code and other related published literatures, such memorandum of agreement and the traffic impact study must be prepared by a Professional Engineer(PE) registered in the State of Florida, a Professional Transportation Planner(PTP) certified by the Institute of Transportation Engineers(ITE), or a Planner certified by the American Institute of Certified Planners(AICP).

A methodology proposal is pending to be provided to City Engineer's review and approval.

3.- Survey:

3.1 Provide Type of Flood Zone- Base Flood Elevation on Notes.

Identified on Note 14.

4.- Provide the following civil engineering drawings, signed and sealed by a Florida registered professional Civil Engineer:

4.1 Paving, Grading and Drainage Plan(s), including the sizes and dimensions of all storm-water infrastructures. Please be advised that all storm drains shall be constructed with RCP piping in the City ROW. Provide Drainage Structures Tables.

4.1.1 Provide drainage calculations and geotechnical information supporting the proposed drainage design.

Provide copy of existing Broward County Stormwater Permit , SWM 2006-167-4. An updated complete drainage analysis must be provided and a modified permit must be re issued and provided to the City of Dania Beach prior to building permit; taking in consideration among others in the complete drainage analysis, an increase in impervious areas on the East-West Northern and in 6" concrete pavement-gravel portions on the East-Southern of the site

4.1.2 Provide a copy of pre –and- post development storm-water management and drainage calculations. The City specifically needs the following information: 10-year, 25-year, and 100-year 24-hour and 72-hour flood stage elevations.

Provide copy of existing drainage permit sustaining 25-year and 100-year 3 day 4.84' and 5.43' NAVD elevations respectively.

4.1.3 Provide an on-site drainage system – plan- along with storm-water management calculations (signed and sealed by a registered professional engineer). The calculations shall show how the minimum road crown and finished floor elevations are met, and how the 25-year, 3 day storm event is maintained onsite with zero discharge to the ROW and adjacent properties. The site must store at least the 25-year, 3 day event onsite with NO EXCEPTIONS.

Clarify the outfall vs. manhole-catch basin connections to dry retention areas to the North and East of the site. A modified existing permit must be provided at submittals for permitting.

4.1.4 Proposed grading and drainage plan shall be based on the storm-water management calculations. Identify minimum elevations from drainage calculations.

PGD preliminary plan provided in C-4 but minimum elevations are going to be supported with updated drainage analysis for permitting.

4.1.5 Storm-water quality design shall be provided in the amount of 2.5 inches times the percent impervious or the first 1 inch of rainfall over the entire site whichever is greater.

This calculation will be provided along with the updated complete drainage analysis for permitting.

4.1.6 Be advised that the applicant shall not be authorized to connect the on-site drainage system to those within the public ROW of FDOT, BCHCED, and/or the City. Provide authorization as appropriate from FDOT, BCHCED, and/or the City for the existing and proposed connections between the on-site drainage system and public ROW.

Clarify existing drainage system connection on the North to a manhole.

4.1.7 Provide location of building roof drains, and their proposed connection(s) to the on-site drainage system (If Applicable).

Two (2) existing roof downspouts (Typ.) shown on C-4 plan pending to provide a complete grading plan with additional proposed elevations to assure rainwater running into northern and eastern dry retention areas.

4.1.8 Drainage shall adequate to protect rooms in new structures designed for occupancy from the 100-Year flood elevations based on FEMA. Show and identify elevation from drainage calculations. Provide copies of Broward County 100 Year Elevations and FEMA Flood Designations maps.

Provide copy of existing Broward County Stormwater Permit , SWM 2006-167-4. An updated complete drainage analysis must be provided and a modified permit must be re issued and provided to the City of Dania Beach prior to building permit.

4.1.9 Clarify if existing catch basin to remain is not additionally improved.

Provide copy of existing Broward County Stormwater Permit , SWM 2006-167-4. An updated complete drainage analysis must be provided and a modified permit must be re issued and provided to the City of Dania Beach prior to building permit.

4.1.10 Show how roof drainage is collected.

Two (2) existing roof downspouts (Typ.) shown on C-4 plan pending to provide a complete grading plan with additional proposed elevations to assure rainwater running into northern and eastern dry retention areas.

4.1.11 Verify that Existing Asphalt and New Asphalt Pavement at driveway/entrance along drive aisles up to Gravel Outdoor Display / Storage Area have adequate support for heavy equipment circulation; just 6" concrete pavement provided side to Gravel Outdoor / Storage area.

Please , clarify if existing concrete aprons are going to be demolished and replaced by Asphalt at main driveway and at entrance of outdoor display /storage area. Clarify, surface areas to be demolished and/or to remain – Conflict on plans -

4.2 Water and Sewer –Utilities- Plan, including any existing water main, force mains, gravity, mains, etc. (Show all material & pipe sizes on the plan). Please be advised that all water-main shall be constructed with DIP piping in the City ROW.

Preliminary Water and Sewer plan is provided. No new water-main connection within the City ROW. A new 6" PVC sewer lateral is proposed connected to existing Lift Station. Pending for a full Water and Sewer with details plans.

4.2.1 Provide a proposed water and sewer – utilities – plan, indicating all water and sewer appurtenances including but not limited to point of connection to the existing system, cleanout, water meter, check valve, etc.

Preliminary Water and Sewer plan is provided.

4.2.2 Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines.

A piping conflict details plan will be provided for permitting.

4.2.3 In compliance with Article 805. CONCURRENCY OF DETERMINATIONS of the City Code of Ordinances, applicants shall provide projected water demand, sewage and solid waste generation amounts in tabular format – utilities – plan. Please provide calculations to support tabular projected generation amounts.

Calculations and tabular generation amounts will be provide for permitting.

4.2.4 Meet with Public Services, separately, to discuss water and sewer connections. Request meeting through the City Engineer.

Pending to be requested.

4.2.5 Backflow preventers will not encroach on sidewalks (If applicable).

Are not present in preliminary plan.

4.2.6 Show also all existing and proposed utilities on the landscaping plans for potential conflicts.

Shown on Landscape Plan.

4.2.7 Clarify 1" Water Service is proposed and its connection.

Connected to existing water main on site.

4.2.8 Clarify size of sewer lateral and clean out are proposed. Show also connection of Lift Station to FM.

Proposed 6" lateral connected to Private Lift Station on site.

5.- Pavement, Marking and Signage Plan:

5.1 Provide a Pavement, Marking and Signage Plan with details.

Preliminary plan provided, pending full PMS plan to be provided.

5.2 Add signage to the road marking plan. Identify dimensions of Proposed Monument sign.

Missing employees parking area and other, pending to be provided in full PMS plan.

5.3 In Signage and marking plan, include the radii and all landscaping and pavement areas.

Provided in Landscape Plan.

6.- Erosion and Sediment Control Plan:

6.1 Erosion and Sediment Control Plan shall be reviewed for the drainage impacts to adjacent properties, surrounding ROW, storm-water facilities, and neighboring water bodies.

Provided a preliminary plan on C-2 but missing neighboring water bodies and side of driveway.

6.2 Provide silt fence applications, bales backed by fence, protection around inlets or similar structures, barrier for fill slope, barrier for paved and unpaved ditches details (As applicable).

Provided a Preliminary plan on C-2.

6.3 Use recommended spacing for Type I and Type II Hay bale barriers, and type III silt fences, from chart FDOT state drainage manual.

There are no proposed bale barriers.

6.4 Provide detail of erosion protection to inlet/catch basin structures.

Provided in a Preliminary plan on C-2.

6.5 Provide detail, if Outdoor Display / Gravel Storage area is approved, of methodology of erosion control.

Gravel storage is surrounded by curb but please, clarify how is going to be prevented on the west and south boundaries of the 6" thick concrete area.

7.- Provide support data that this site meets the fire hydrant locations and distribution as per the National Fire Preventions Association (NFPA) Codes and Standards. Clearly show all existing and proposed fire hydrants and 500-foot radius of coverage area. In addition, please note that a fire hydrant shall be installed within 100 feet of the Fire Department Connection.

Pending to be verified the NFPA Code and Standards prior to permitting, including FDC connection.

8.- Provide ADA parking, access / driveway, and sidewalks /ramps in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and in accordance with Americans with Disability Act (ADA). Be advised that ADA van accessibility for structured parking garages (including automated parking) shall be provided as appropriate and consider the taller specialized ADA vehicles.

Preliminary details plan provided on C-6.

9.- Provide dedicated fire service connection (not combined with domestic water service connection, per the National Fire Preventions Association (NFPA) guidelines, for the proposed development.

FSC provided on C-3 but not separated from domestic water main line.

10.- Provide Fire Department conceptual approval.

Fire department conceptual approval will be provided prior to Public Hearing.

11.- Contractor shall provide, before issuance of C.O., to the Engineer and City of Dania Beach " a CD with As-Builts drawings of the project giving horizontal and vertical dimensions of connections signed and sealed by a registered surveyor.

Pending to be provided prior to issuance of C.O.

For ease of review, please reply to each line comment and reference drawings and/ or backup documents provided.

Engineering Reviewers:

Manny Vega, PE
Consultant, CAP Government
engineeringreview@daniabeachfl.gov

Ronnie S. Navarro, PE
Deputy Director/City Engineer
rnavarro@daniabeachfl.gov



CITY OF DANIA BEACH

DEPARTMENT OF PUBLIC SERVICES

July 9, 2018

Engineering/ Public Works Comments

SP-047-18 / VA-046-18. Herc Rentals (2st Review)

TIER I:

1.- Please, provide copy Unity of Titles, plat, re-plat, easements and/or dedication(s) recorded prior of issuance of Building Permit. Shall be recorded in the Broward County Public Records.

Copy of Unity of Title shall be provided prior to building permit issuance.

2.- Revise portion of Parcels in "Ownership / Plat Exhibit" sheet. Portion of Parcel A or Parcel H.

The exhibit has been revised. A copy must be attached.

3.- Per Sec. 605-30(H). Submit a Certified and sealed survey that reflects all property improvements and includes statement of amount of acreage and square footage of land involved.

A certified and sealed survey is provided for all the properties with an additional note with total area of the property.

4.- Provide Statement describing occupancy and use conditions and/or layout of the existing 1 story C.B.S. and Frame Building to remain.

Layout provided on Partial Floor Plans A2.1 and A2.2 showing Storage and Office areas missing to be completed with an statement.

5.- Per Sec. 605-30(k). A memorandum of agreement summarizing the traffic study's proposed project-specific methodology, including any deviations from guidelines contained in the Recommended Practice, must be approved by the Community Development Director prior to preparation of the Study.

A traffic impact study is required to supplement a development application that, if approved, would generate in excess of fifty (50) gross peak hour trips, provide a Traffic Statement/Report based on applicable trip generation rate(s) in the ITE - Institute of Transportation Engineers' Trip Generation manual, most recent edition.

A methodology proposal is pending to be provided to City Engineer's review and approval.

6.-Verify, if resurfacing/refurbishing work of existing ROW along SW 26th Terrace is necessary due to heavy load traffic, with Public Works – City Engineer-. **2nd request.**

7.- If pedestrian lightning is proposed, discuss the possibility of the addition of ped lightning along the City ROW(s).

It is not proposed.

8.- Provide a proposed preliminary conceptual Drainage Analysis.

2nd Request.

9.- Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal.

Pending to be provided as part of the final submittal.

10.- Provide regulatory agencies' approval documentation (as applicable) as part of the final submittal (Broward County Surface Water License, Broward County Health Department Permit, etc.)

Pending to be provided as part of the final submittal prior to issuance of Building Permit.

TIER II:

1.- Site Plan SP-1 :

1.1 Identify ROW lines and dimensions on the East side of the Project/Property along SW 26th Terrace.

Provided on SP-1.

1.2 Show sight-visibility triangle at all proposed driveways and/or ingress-egress, including on landscaping plan. Identify location on property lines of existing Five feet (5') or Six feet (6') wall.

Verify, location of 25' visibility triangles.

Survey shows six (6') wall and site plan five (5').

1.3 Identify pavement, marking and width of driveways aisles on some areas and clearly identify how driveways with Outdoor Display / Storage areas are separated (Curbs, Stripping, etc.)

Provided on preliminary PMS sheet C-5.

1.4 Provide Layout of Outdoor Display / Storage areas for circulation and storage.

Provided on SP-1.

2.- ROW on SW 26th Terrace.

2.1 Show Base Building Line – BBL- Right of Way –ROW- lines and Property (PL) and Center (CL) Lines (PL) dimensions on civil/Site plan(s).

Provided civil SP-1 and Civil Plans.

2.2 Provide copies of approved permits from FDOT, City of Dania Beach, Broward County and others for driveway(s) connections (If applicable).

Existing driveway not intended to be reconfigured.

2.3 Show sight distance analysis using FDOT index No. 546 at SW 26th Terrace.

Provided on SP-1.

2.4 Any road cuts for utilities, curb cuts and/or others with the City ROW shall be restored to full lane width for 50' minimum length centered on the proposed cut.

There is some road cuts on concrete driveway on City ROW..

2.5 Provide Maintenance of Traffic (MOT) Plan by a licensed Professional Engineer in the State of Florida (If applicable).

It will be provided at time of Building and Engineering submittals for permitting.

2.6 In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the road ROW when buildings are constructed or substantially improved.

Proposed sidewalk on southern ROW along SW 26th Terrace; pending to be showed width dimension. On northern portion existing sidewalk to remain; must be repaired as necessary.

2.7 Per Sec. 605-30(K). The Traffic Impact Study shall be prepared using the roadway level of service standards and trip generation rates. A traffic study shall be prepared in accordance with methods outlined in Transportation Impact Analysis for Site Development: An ITE Recommended Practice (RP-020D) published by the Institute of Transportation Engineers, 2010; the 2014 FDOT Transportation Site Impact Handbook; 2013 FDOT Quality/Level of Service Handbook; the 2014 Broward County Comprehensive Plan – Transportation Element; the City of Dania Beach Land Development Code and other related published literatures, such memorandum of agreement and the traffic impact study must be prepared by a Professional Engineer(PE) registered in the State of Florida, a Professional Transportation Planner(PTP) certified by the Institute of Transportation Engineers(ITE), or a Planner certified by the American Institute of Certified Planners(AICP).

A methodology proposal is pending to be provided to City Engineer's review and approval.

3.- Survey:

3.1 Provide Type of Flood Zone- Base Flood Elevation on Notes.

Identified on Note 14.

4.- Provide the following civil engineering drawings, signed and sealed by a Florida registered professional Civil Engineer:

4.1 Paving, Grading and Drainage Plan(s), including the sizes and dimensions of all storm-water infrastructures. Please be advised that all storm drains shall be constructed with RCP piping in the City ROW. Provide Drainage Structures Tables.

4.1.1 Provide drainage calculations and geotechnical information supporting the proposed drainage design.

Provide copy of existing Broward County Stormwater Permit , SWM 2006-167-4. An updated complete drainage analysis must be provided and a modified permit must be re issued and provided to the City of Dania Beach prior to building permit; taking in consideration among others in the complete drainage analysis, an increase in impervious areas on the East-West Northern and in 6" concrete pavement-gravel portions on the East-Southern of the site

4.1.2 Provide a copy of pre –and- post development storm-water management and drainage calculations. The City specifically needs the following information: 10-year, 25-year, and 100-year 24-hour and 72-hour flood stage elevations.

Provide copy of existing drainage permit sustaining 25-year and 100-year 3 day 4.84' and 5.43' NAVD elevations respectively.

4.1.3 Provide an on-site drainage system – plan- along with storm-water management calculations (signed and sealed by a registered professional engineer). The calculations shall show how the minimum road crown and finished floor elevations are met, and how the 25-year, 3 day storm event is maintained onsite with zero discharge to the ROW and adjacent properties. The site must store at least the 25-year, 3 day event onsite with NO EXCEPTIONS.

Clarify the outfall vs. manhole-catch basin connections to dry retention areas to the North and East of the site. A modified existing permit must be provided at submittals for permitting.

4.1.4 Proposed grading and drainage plan shall be based on the storm-water management calculations. Identify minimum elevations from drainage calculations.

PGD preliminary plan provided in C-4 but minimum elevations are going to be supported with updated drainage analysis for permitting.

4.1.5 Storm-water quality design shall be provided in the amount of 2.5 inches times the percent impervious or the first 1 inch of rainfall over the entire site whichever is greater.

This calculation will be provided along with the updated complete drainage analysis for permitting.

4.1.6 Be advised that the applicant shall not be authorized to connect the on-site drainage system to those within the public ROW of FDOT, BCHCED, and/or the City. Provide authorization as appropriate from FDOT, BCHCED, and/or the City for the existing and proposed connections between the on-site drainage system and public ROW.

Clarify existing drainage system connection on the North to a manhole.

4.1.7 Provide location of building roof drains, and their proposed connection(s) to the on-site drainage system (If Applicable).

Two (2) existing roof downspouts (Typ.) shown on C-4 plan pending to provide a complete grading plan with additional proposed elevations to assure rainwater running into northern and eastern dry retention areas.

4.1.8 Drainage shall adequate to protect rooms in new structures designed for occupancy from the 100-Year flood elevations based on FEMA. Show and identify elevation from drainage calculations. Provide copies of Broward County 100 Year Elevations and FEMA Flood Designations maps.

Provide copy of existing Broward County Stormwater Permit , SWM 2006-167-4. An updated complete drainage analysis must be provided and a modified permit must be re issued and provided to the City of Dania Beach prior to building permit.

4.1.9 Clarify if existing catch basin to remain is not additionally improved.

Provide copy of existing Broward County Stormwater Permit , SWM 2006-167-4. An updated complete drainage analysis must be provided and a modified permit must be re issued and provided to the City of Dania Beach prior to building permit.

4.1.10 Show how roof drainage is collected.

Two (2) existing roof downspouts (Typ.) shown on C-4 plan pending to provide a complete grading plan with additional proposed elevations to assure rainwater running into northern and eastern dry retention areas.

4.1.11 Verify that Existing Asphalt and New Asphalt Pavement at driveway/entrance along drive aisles up to Gravel Outdoor Display / Storage Area have adequate support for heavy equipment circulation; just 6" concrete pavement provided side to Gravel Outdoor / Storage area.

Please , clarify if existing concrete aprons are going to be demolished and replaced by Asphalt at main driveway and at entrance of outdoor display /storage area. Clarify, surface areas to be demolished and/or to remain – Conflict on plans -

4.2 Water and Sewer –Utilities- Plan, including any existing water main, force mains, gravity, mains, etc. (Show all material & pipe sizes on the plan). Please be advised that all water-main shall be constructed with DIP piping in the City ROW.

Preliminary Water and Sewer plan is provided. No new water-main connection within the City ROW. A new 6" PVC sewer lateral is proposed connected to existing Lift Station. Pending for a full Water and Sewer with details plans.

4.2.1 Provide a proposed water and sewer – utilities – plan, indicating all water and sewer appurtenances including but not limited to point of connection to the existing system, cleanout, water meter, check valve, etc.

Preliminary Water and Sewer plan is provided.

4.2.2 Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines.

A piping conflict details plan will be provided for permitting.

4.2.3 In compliance with Article 805. CONCURRENCY OF DETERMINATIONS of the City Code of Ordinances, applicants shall provide projected water demand, sewage and solid waste generation amounts in tabular format – utilities – plan. Please provide calculations to support tabular projected generation amounts.

Calculations and tabular generation amounts will be provide for permitting.

4.2.4 Meet with Public Services, separately, to discuss water and sewer connections. Request meeting through the City Engineer.

Pending to be requested.

4.2.5 Backflow preventers will not encroach on sidewalks (If applicable).

Are not present in preliminary plan.

4.2.6 Show also all existing and proposed utilities on the landscaping plans for potential conflicts.

Shown on Landscape Plan.

4.2.7 Clarify 1" Water Service is proposed and its connection.

Connected to existing water main on site.

4.2.8 Clarify size of sewer lateral and clean out are proposed. Show also connection of Lift Station to FM.

Proposed 6" lateral connected to Private Lift Station on site.

5.- Pavement, Marking and Signage Plan:

5.1 Provide a Pavement, Marking and Signage Plan with details.

Preliminary plan provided, pending full PMS plan to be provided.

5.2 Add signage to the road marking plan. Identify dimensions of Proposed Monument sign.

Missing employees parking area and other, pending to be provided in full PMS plan.

5.3 In Signage and marking plan, include the radii and all landscaping and pavement areas.

Provided in Landscape Plan.

6.- Erosion and Sediment Control Plan:

6.1 Erosion and Sediment Control Plan shall be reviewed for the drainage impacts to adjacent properties, surrounding ROW, storm-water facilities, and neighboring water bodies.

Provided a preliminary plan on C-2 but missing neighboring water bodies and side of driveway.

6.2 Provide silt fence applications, bales backed by fence, protection around inlets or similar structures, barrier for fill slope, barrier for paved and unpaved ditches details (As applicable).

Provided a Preliminary plan on C-2.

6.3 Use recommended spacing for Type I and Type II Hay bale barriers, and type III silt fences, from chart FDOT state drainage manual.

There are no proposed bale barriers.

6.4 Provide detail of erosion protection to inlet/catch basin structures.

Provided in a Preliminary plan on C-2.

6.5 Provide detail, if Outdoor Display / Gravel Storage area is approved, of methodology of erosion control.

Gravel storage is surrounded by curb but please, clarify how is going to be prevented on the west and south boundaries of the 6" thick concrete area.

7.- Provide support data that this site meets the fire hydrant locations and distribution as per the National Fire Preventions Association (NFPA) Codes and Standards. Clearly show all existing and proposed fire hydrants and 500-foot radius of coverage area. In addition, please note that a fire hydrant shall be installed within 100 feet of the Fire Department Connection.

Pending to be verified the NFPA Code and Standards prior to permitting, including FDC connection.

8.- Provide ADA parking, access / driveway, and sidewalks /ramps in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and in accordance with Americans with Disability Act (ADA). Be advised that ADA van accessibility for structured parking garages (including automated parking) shall be provided as appropriate and consider the taller specialized ADA vehicles.

Preliminary details plan provided on C-6.

9.- Provide dedicated fire service connection (not combined with domestic water service connection, per the National Fire Preventions Association (NFPA) guidelines, for the proposed development.

FSC provided on C-3 but not separated from domestic water main line.

10.- Provide Fire Department conceptual approval.

Fire department conceptual approval will be provided prior to Public Hearing.

11.- Contractor shall provide, before issuance of C.O., to the Engineer and City of Dania Beach " a CD with As-Builts drawings of the project giving horizontal and vertical dimensions of connections signed and sealed by a registered surveyor.

Pending to be provided prior to issuance of C.O.

For ease of review, please reply to each line comment and reference drawings and/ or backup documents provided.

Engineering Reviewers:

Manny Vega, PE

Consultant, CAP Government

engineeringreview@daniabeachfl.gov

Ronnie S. Navarro, PE

Deputy Director/City Engineer

rnavarro@daniabeachfl.gov



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
PUBLIC RECORDS ROUTING SHEET

Routing Date: 7/10/18

Requestor: Wesley Parker / 811 Storage

Location: 5042-29-09-0350

PLEASE COMPLETE THE ATTACHED PUBLIC RECORDS REQUEST AND ROUTING SHEET AT YOUR EARLIEST CONVENIENCE AND RETURN TO MACEE WRAY WITH THE SUPPORTING DOCUMENTS FOR DISTRIBUTION TO THE CITY CLERK'S OFFICE.

- ☐ RECORDS FOUND (SEE ATTACHED DOCUMENTS)
☐ NO RECORDS FOUND

Code Compliance
Department

7/10/18
Date

Please log your time spent on the records research.

Time spent: 5 Min

Overtime: N/A

COMMENTS:

There are no open cases/liens associated with folio 5042-29-09-0350.

Project Name: 811 LLC Storage
PZ #: SP-028-18 (2nd Rev)
ADDRESS: 3899 Ravenswood Rd
REVIEW COMPLETED BY: Richard Benton, CFM



NOTES:

- Flood Zone = AH 6 / X
- BFE = 6; DFE = 7

Comments:

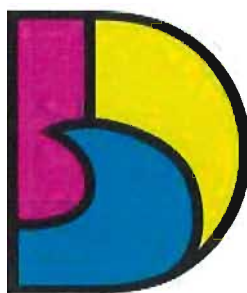
1. None.

Note(s):

This project is subject to the flood provisions of Ch. 12 of the Dania Beach Code of Ordinances and the Florida Building Code.

[illegible]

Corinne's
DRC Notes



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Landscaping Variances
will be Requested.

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
COVER LETTER

Visibility Triangles

To: frankperezandassociates.com

From: dlozandier@daniabeachfl.gov

Date: 6/28/2018

Re: 811 LLC Storage

PZ#: SP-28-18-2nd Review

Some items ~~have~~ were
Submitted on Disk but No Shared.

Dear Applicant:

Please find attached the comments regarding your site plan project together with the agenda for the Design Review Committee meeting. Your slotted time for the meeting will be held on **Thursday, June 28th will be at 10:00 A.M.**

Should you have any questions, please contact Corinne Lajoie at 954-924-6805 X3704 or Daniel Lozandier at 954-924-6805 X3793.

Thank you.

cc: Ryan St. George, Arborist, Ryan.StGeorge@metriceng.com
Raul Cosme, Fire Inspector/Plans Examiner, Raul_Cosme@sheriff.org
Ronnie Navarro, Engineer, rnavarro@daniabeachfl.gov
Corinne Lajoie, Planning & Zoning Manager, cchurch@daniabeachfl.gov
Muriel Bryan, Planner, mbryan@daniabeachfl.gov
Daniel Lozandier, Planning Associate, dlozandier@daniabeachfl.gov



AGENDA
COMMUNITY DEVELOPMENT DEPARTMENT
DEVELOPMENT REVIEW MEETING
THURSDAY, JUNE 28, 2018

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 PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYIST REGISTRATION REQUIRED - REGISTRATION AS A LOBBYIST IN THE CITY OF DANIA BEACH IS REQUIRED IF ANY PERSON, FIRM OR CORPORATION IS BEING PAID TO LOBBY THE COMMISSION ON ANY PETITION OR ISSUE PURSUANT TO ORDINANCE NO. 01-93. REGISTRATION FORMS ARE AVAILABLE IN THE CITY CLERK'S OFFICE IN THE ADMINISTRATION CENTER.

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 ext.3624, AT LEAST 48 HOURS PRIOR TO the MEETING.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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.

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.

- 1) 10:00 A.M. SP-28-18, 811 LLC STORAGE, 3899 RAVENSWOOD RD, 2ND REVIEW
- 2) 10:30 A.M. SP-47-18/VA-46-18, HERC RENTALS, 3251 SW 26 TERRACE, 1ST REVIEW
- 3) 11:00 A.M. SE-124-17, BILL AND ELISE STAMM, 684 SW 7 TERRACE & SW 4 COURT, 2ND REVIEW

If you are unable to attend the meeting or you need any further information please email or call:
Corinne Lajoie at (954) 924-6805 x 3704 or cchurch@daniabeachfl.gov
Daniel Lozandier at (954) 924-6805 x 3793 or dlozandier@daniabeachfl.gov

Landscape Plan Review: 811 LLC Storage



PZ Log Number: SP-028-18 Review Number: 2

Reviewer: Ryan St. George Date: June 21, 2018

The following comments are based on a review of the landscape plans dated June 7, 2018, for the property located at 3899 Ravenswood Road, Dania Beach, for compliance with the City of Dania Beach Code of Ordinances.

Informational notes:

- i. Please provide a point-by-point narrative response to each of the above comments in addition to any plan revisions.
- ii. Feel free to contact Ryan St. George at (305) 235-5098, (954) 668-8244 or ryan.stgeorge@metriceng.com for an interim review prior to your next official submittal, to expedite your landscape plan approval process.
- iii. Once landscape plans are finalized, a PDF copy must be submitted via CD or email.

COMMENTS:

- 1) Several specimen trees are proposed for removal. Provide a report from a certified arborist, containing color photographs, that:
 - a. Clarifies the condition rating of each specimen tree
 - b. Identifies any notable defects contributing to a decreased condition rating accompanied by a photograph of the defect
 - c. Identify which specimen trees are candidates for relocation. If a tree is deemed not a candidate for relocation, provide a description of why accompanied by a photograph and description of each factor contributing to that determination.
- 2) Provide the specimen tree values for each specimen tree on site per Sec. 825-140.
- 3) The tree survey table provided on sheet TS-1 is not sufficiently legible. Please provide a larger or clearer table in the next submittal.
- 4) Scale the tree symbols on sheet TS-1 to match canopy spread.
- 5) Trees 18-31 (Oaks only) all are listed at the same canopy (10' spread). Please verify that this is a correct representation of canopy area regulated by the City.

- 6) Provide an explanation how the proposed development complies with all components of Sec. 825-80 (B) "Demonstration of need for tree removal".
- 7) All canopy proposed to be removed shall be mitigated per Sec. 825 requirements.. Please clarify the difference between canopy to be removed/mitigated, and mitigation canopy required as compensation. Note that mitigation for new or amended developments is an additional 50%
- 8) The number of trees along the south border does not match the number listed in the table on sheet LP-1. Please clarify.
- 9) The number of shade, intermediate, and small trees and palms does not meet and/or exceeds the thresholds of Sec. 275-190. Provide the correct number of trees per this section. It is noted that overhead powerlines may conflict with large-growing mature trees in some areas. If Sec. 275-190 requirements cannot be met, provide an approved variance.
- 10) Caliper and DBH measurements are not equivalent. Please remove references to caliper and indicate only DBH to ensure conformance with Sec. 275-190.
- 11) Revised Terminal peninsulas do not meet Sec. 275-100 requirements. Provide the minimum width and length per Sec. 275-100 (D) and Provide two category one trees per peninsula.
- 12) Per Sec. 275-190(H)(7)(a), shade trees shall have a planting space of a minimum 15 feet in the smallest dimension. The current proposed planting spaces for shade trees adjacent to SW 39th Street do not meet this requirement. Provide a minimum of 225 square feet with a minimum of 15 feet as the smallest dimension for all shade trees as required. Additionally, these trees are proposed only four feet from a sidewalk; adequate planting area along with root barriers is necessary to prevent root damage to the sidewalk.
- 13) Indicate the location of all root barriers meeting Sec. 275-190 requirements. Provide a root barrier detail.
- 14) Provide a summary of "trees-to-remain" and specifically address how they apply towards satisfaction of each applicable code requirement.
- 15) Obtain/provide a variance for each of the deficiencies identified in the landscape code table on Sheet LP-1

END OF COMMENTS



CITY OF DANIA BEACH

DEPARTMENT OF PUBLIC SERVICES

June 13, 2018

Engineering/ Public Works Comments

SP-028-18 – 811, LLC. Storage facility (2nd Review)

TIER I:

- 1.- Please, provide copy Unity of Titles, plat, re-plat, easements and/or dedication(s) recorded prior of issuance of Building Permit. Shall be recorded in the Broward County Public Records.
- 2.- Clarify Sidewalk condition on Private Property and on ROW with Public Works -City Engineer-. Sidewalk easement or proposed dedication. It shall be recorded.
- 3.- Per Sec. 605-30(H). Submit a Certified and sealed survey that reflects all property improvements and includes statement of amount of acreage and square footage of land involved.
- 4.- Provide Statement describing occupancy and use conditions and/or layout of the existing 1 story C.B.S. and Frame Building to remain.
- 5.- Per Sec. 605-30(k). Submit a memorandum of agreement summarizing the traffic study's proposed project-specific methodology, including any deviations from guidelines contained in the Recommended Practice, must be approved by the Community Development Director prior to preparation of the Study.
A traffic impact study is required to supplement a development application that, if approved, would generate in excess of fifty (50) gross peak hour trips, provide a Traffic Statement/Report based on applicable trip generation rate(s) in the ITE - Institute of Transportation Engineers' Trip Generation manual, most recent edition.
- 6.- If pedestrian lightning is proposed, discuss the possibility of the addition of ped lightning along the City ROW(s).
- 7.- Verify, if resurfacing/refurbishing work of existing ROW(s) is necessary due to heavy load traffic, with Public Works – City Engineer-.

TIER II:

1.- Site Plan SP-1 :

- 1.1 Identify Property/ROW lines and dimensions on the East side of the Project/Property along Anglers Avenue Ravenswood Road.
- 1.2 Show Base Building Line -BBL- Right of Way –ROW and CENTER- lines and Property Lines (PL) on civil/Site plan(s).

Triangle of Visibility is Blocked by Wall.

1.3 Show sight-visibility triangle at all proposed driveways and/or ingress-egress, including on landscaping plan. Eight feet (8') might be blocking sight-visibility.

1.4 Identify pavement and width of driveways on Central and West of Paved Outdoors store areas.

1.5 Identify Driveway from/to Anglers Avenue-Ravenswood Road.

2.- ROW/SW 38th & 39th Streets - SW 22nd Terrace & Anglers Avenue-Ravenswood Road.

2.1 Show Base Building Line – BBL- Right of Way –ROW- lines and Property (PL) and Center (CL) Lines (PL) on civil/Site plan(s).

2.2 Provide copies of approved permits from FDOT, City of Dania Beach, Broward County and others for driveway(s) connections (If applicable).

2.3 Show sight distance analysis using FDOT index No.546 at all proposed driveways not just on SW 39th Ave.

2.4 Verify construction of Sidewalk on driveways (Ingress/Egress) and approval by public Works – City Engineer-.

2.5 Any road cuts for utilities, curb cuts and/or others with the City ROW shall be restored to full lane width for 50' minimum length centered on the proposed cut.

2.6 Provide Maintenance of Traffic (MOT) Plan by a licensed Professional Engineer in the State of Florida (If applicable).

2.7 In accordance with City Code of Ordinances in Article 415. SIDEWALKS AND SWALES, Owner is responsible for the construction of sidewalks / swales within the road ROW when buildings are constructed or substantially improved.

2.8 Per Sec. 605-30(K).The Traffic Impact Study shall be prepared using the roadway level of service standards and trip generation rates. A traffic study shall be prepared in accordance with methods outlined in Transportation Impact Analysis for Site Development: An ITE Recommended Practice (RP-020D) published by the Institute of Transportation Engineers, 2010; the 2014 FDOT Transportation Site Impact Handbook; 2013 FDOT Quality/Level of Service Handbook; the 2014 Broward County Comprehensive Plan – Transportation Element; the City of Dania Beach Land Development Code and other related published literatures, such memorandum of agreement and the traffic impact study must be prepared by a Professional Engineer(PE) registered in the State of Florida, a Professional Transportation Planner(PTP) certified by the Institute of Transportation Engineers(ITE), or a Planner certified by the American Institute of Certified Planners(AICP).

3.- Survey:

3.1 Provide survey with existing elevation(s), particularly at the point of connection with SW 38th & 39th Streets - SW 22nd Terrace and Anglers Avenue - Ravenswood Road..

3.2 Show on survey ROW existing / proposed dedication(s).

4.- Provide the following civil engineering drawings, signed and sealed by a Florida registered professional Civil Engineer:

4.1 Paving, Grading and Drainage Plan(s), including the sizes and dimensions of all storm-water infrastructures. Please be advised that all storm drains shall be constructed with RCP piping in the City ROW. Provide Drainage Structures Tables.

4.1.1 Provide drainage calculations and geotechnical information supporting the proposed drainage design.

4.1.2 Provide a copy of pre –and- post development storm-water management and drainage calculations. The City specifically needs the following information: 10-year, 25-year, and 100-year 24-hour and 72-hour flood stage elevations.

4.1.3 Provide an on-site drainage system – plan- along with storm-water management calculations (signed and sealed by a registered professional engineer). The calculations shall show how the minimum road crown and finished floor elevations are met, and how the 25-year, 3 day storm event is maintained onsite with zero discharge to the ROW and adjacent properties. The site must store at least the 25-year, 3 day event onsite with NO EXCEPTIONS.

4.1.4 Proposed grading and drainage plan shall be based on the storm-water management calculations. Identify minimum elevations from drainage calculations.

4.1.5 Storm-water quality design shall be provided in the amount of 2.5 inches times the percent impervious or the first 1 inch of rainfall over the entire site whichever is greater.

4.1.6 Be advised that the applicant shall not be authorized to connect the on-site drainage system to those within the public ROW of FDOT, BCHCED, and/or the City. Provide authorization as appropriate from FDOT, BCHCED, and/or the City for the existing and proposed connections between the on-site drainage system and public ROW.

4.1.7 Provide location of building roof drains, and their proposed connection(s) to the on-site drainage system (If Applicable).

4.1.8 Drainage shall adequate to protect rooms in new structures designed for occupancy from the 100-Year flood based on FEMA. Show and identify in drainage calculations the elevation.

4.2 Water and Sewer –Utilities- Plan, including any existing water main, force mains, gravity, mains, etc. (Show all material & pipe sizes on the plan). Please be advised that all water-main shall be constructed with DIP piping in the City ROW.

4.2.1 Provide a proposed water and sewer – utilities – plan, indicating all water and sewer appurtenances including but not limited to point of connection to the existing system, cleanout, water meter, check valve, etc.

4.2.2 Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines.

4.2.3 In compliance with Article 805. CONCURRENCY OF DETERMINATIONS of the City Code of Ordinances, applicants shall provide projected water demand, sewage and solid waste generation amounts in tabular format – utilities – plan. Please provide calculations to support tabular projected generation amounts.

4.2.4 Meet with Public Services, separately, to discuss water and sewer connections. Request meeting through the City Engineer.

4.2.5 Backflow preventers will not encroach on sidewalks (If applicable).

4.2.6 Show also all existing and proposed utilities on the landscaping plans for potential conflicts.

4.2.7 Provide water details 228 & 231.

5.- Pavement, Marking and Signage Plan:

5.1 Provide a Pavement, Marking and Signage Plan with details.

5.2 Add signage to the road marking plan.

5.3 In Signage and marking plan, include the radii and all landscaping and pavement areas.

6.- Erosion and Sediment Control Plan:

6.1 Erosion and Sediment Control Plan shall be reviewed for the drainage impacts to adjacent properties, surrounding ROW, storm-water facilities, and neighboring water bodies.

6.2 Provide silt fence applications, bales backed by fence, protection around inlets or similar structures, barrier for fill slope, barrier for paved and unpaved ditches details (As applicable).

6.3 Use recommended spacing for Type I and Type II Hay bale barriers, and type III silt fences, from chart FDOT state drainage manual.

6.4 Provide detail of erosion protection to inlet/catch basin structures.

7.- Provide support data that this site meets the fire hydrant locations and distribution as per the National Fire Preventions Association (NFPA) Codes and Standards. Clearly show all existing and proposed fire hydrants and 500-foot radius of coverage area. In addition, please note that a fire hydrant shall be installed within 100 feet of the Fire Department Connection.

8.- Provide ADA parking, access / driveway, and sidewalks /ramps in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and in accordance with Americans with Disability Act (ADA). Be advised that ADA van accessibility for structured parking garages (including automated parking) shall be provided as appropriate and consider the taller specialized ADA vehicles.

9.- Provide dedicated fire service connection (not combined with domestic water service connection, per the National Fire Preventions Association (NFPA) guidelines, for the proposed development.

10.- Provide Fire Department conceptual approval.

11.- Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal.

12.- Provide regulatory agencies' approval documentation (as applicable) as part of the final submittal (Broward County Surface Water License, Broward County Health Department Permit, etc.)

13.- Contractor shall provide, before issuance of C.O., to the Engineer and City of Dania Beach " As-Builts" of the project giving horizontal and vertical dimensions of connections signed and sealed by a registered surveyor.

For ease of review, please reply to each line comment and reference drawings and/ or backup documents provided.

Engineering Reviewers:

Manny Vega, PE

Ronnie S. Navarro, PE

Consultant, CAP Government
engineeringreview@daniabeachfl.gov

Deputy Director/City Engineer
rnavarro@daniabeachfl.gov



BROWARD SHERIFF'S OFFICE
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



SITE PLAN REVIEW COMMENTS

Date: 6/11/18 **Site Plan No.:** SP-028-18 **Time Required For Review:** 1.5

Project: 811 LLC Storage 2nd Review **Sq. Feet:** 86,945

Plan Reviewer: Raul Cosme / Plans Examiner

☐ Approved As Submitted ☐ Denied ☐ Approved With Conditions
☒ Comments Must Be Addressed and Resubmitted Prior to City Commission Meeting

Below are two tiers of comments. Tier one comments must be satisfied prior to site plan approval and public hearing. Tier two comments, if not satisfied during original site plan approval process, must be satisfied at permit for site work.

Be advised that some Tier two comments may affect other disciplines and/or have other significant impacts on the overall site plan. In addition, the Tier 2 comments may impact permit plans with additional time delays to reach resolution at permit. It is strongly advised that all comments (both Tier 1 and Tier 2) below are satisfied prior to site plan approval and public hearing.

Tier 1 COMMENTS

Deficiencies were identified on your plan during our plan review process. Please provide the following:

1. Fire Department Access Information as follows: **COMPLIED**
 - a. ~~Provide turning radii (demonstrated) on the east side of the complex into and out of the parking lot.~~

2. Proof of Water Supply & Fire Flow Demand as follows: **STILL REQUIRED**

*Applicant
Has Completed*

- Fire Hydrant Flow Test
- Building Construction Type and Square Footage (Complied, on plan)
- Fire Flow Demand Calculations Signed and Sealed by Licensed Engineer
- A completed Application for the Approval of the Fire Protection Water Supply Design (See the last page of this document)
- Statement of verification from the design professional of record, on official company letterhead, that the proposed water main sizing, fire hydrant spacing, and fire hydrant locations, are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code. (This document shall bear the seal and signature of the engineer).

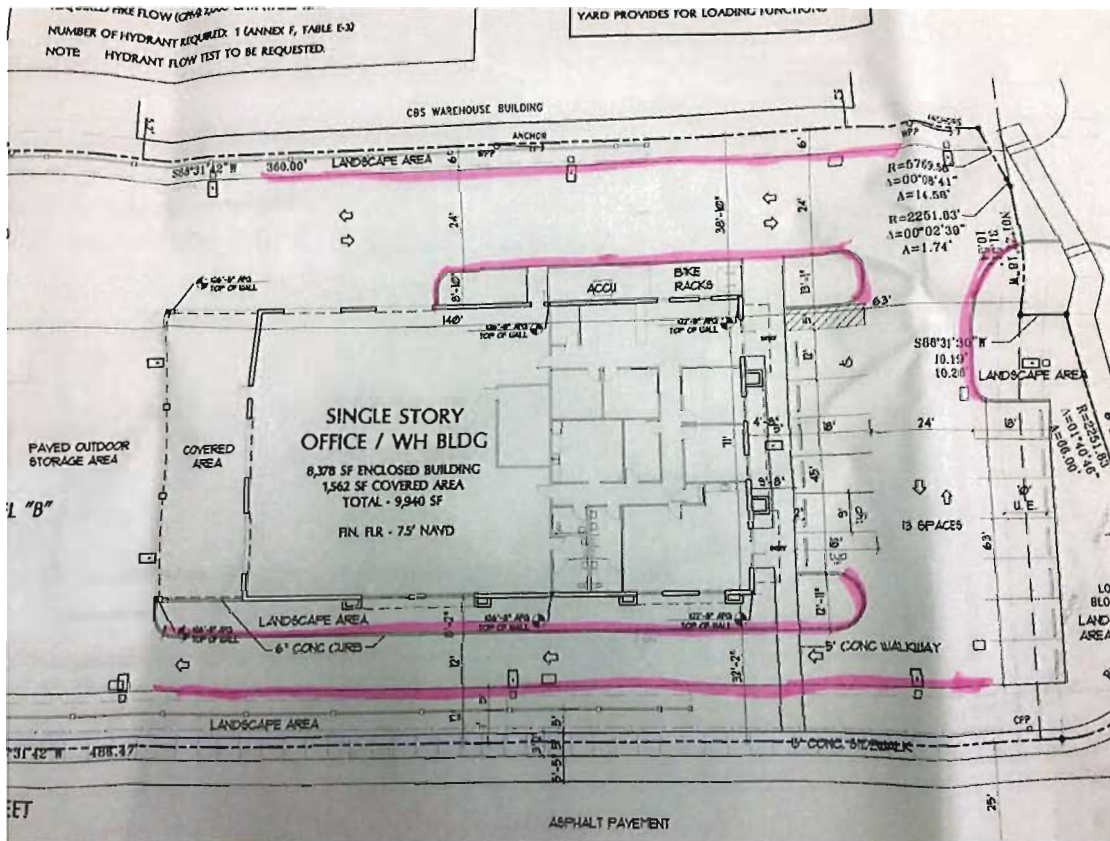
3. **REQUIRED** Original site plan showed an approved proposed fire hydrant on the north side of SW 39th St. by the entrance of the complex. 2nd submittal shows it on the south side. Please re-submit showing hydrant on the north side.

MISSING

Tier 2 COMMENTS COMPLIED

Deficiencies were identified on your plan during our plan review process. Please provide the following:

- Additional Fire Department Access Information as follows:
 - Fire Lane locations and striping detail (demonstrated) As shown below.
 - "NO PARKING" sign locations and sign details demonstrated



5. A detail sheet accompanying the Civil Plans with the following details: **COMPLIED**
 - a. ~~Fire Hydrant Detail~~
 - b. ~~Bollard / Impact Protection Detail for Hydrants, FDC's & DDCV's~~
 - c. ~~Roadway Pavement Marker (RPM) Detail for Fire Hydrant Locations (Blue Reflective Markers)~~
 - d. ~~Underground Gate Valve Detail (where applicable)~~
6. Address Detail **COMPLIED**
7. Minimum Radio Signal Strength for Fire Department Communications – See details on the next page.

Please provide a copy of the approved set of plans in .pdf format via email to raul_cosme@sheriff.org . If the plan set is too large to send through email, please deliver the plans in .pdf format on a CD-ROM to:

Attn. Raul Cosme
Fire Marshal's Office
103 West Dania Beach Boulevard
Dania Beach, FL 33004



ATTENTION CONTRACTORS & DESIGN PROFESSIONALS

EFFECTIVE IMMEDIATELY

NFPA 1:11.10 Requires minimum radio signal strength for fire department communications to be maintained at a level determined by the AHJ for all new and existing buildings.

The Owner's Rep or GC shall conduct a Preliminary Initial Assessment to determine if the minimum radio signals strength for fire department communication is in compliance with Broward County standards.

Prior to any testing, the occupancy shall be structurally completed with all interior partitions, windows and doors installed.

An assessment will be conducted by the Owner's Rep or GC to determine if the minimum radio signals strength for fire department communication in the occupancy is in compliance, in accordance with NFPA 1: 11.10.1 and NFPA 72: 24.5.2.2.1 through 24.5.2.2.3.

Radio coverage shall be provided throughout the building as a percentage of floor area as specified below in accordance with NFPA 72: 14.4.12.1.2 through 14.4.12.1.4 and NFPA 24.5.2.3.

1. A test "grid" plan shall be produced to ensure testing throughout the building.
2. Signal levels shall be measured to ensure the system meets the criteria of 24.5.2.3 according to parameters as follows:
 - a. 24.5.2.3.1 Inbound.
A minimum inbound signal strength of -95 dBm, or other signal strength as required by the authority having jurisdiction, shall be provided throughout the coverage area.
 - b. 24.5.2.3.2 Outbound.
A minimum outbound signal strength of -95 dBm at the donor site, or other signal strength as required by the authority having jurisdiction, shall be provided for the coverage area.
 - c. Critical areas, such as the emergency command center(s), the fire pump room(s), exit stairs, exit passageways, elevator lobbies, standpipe cabinets, sprinkler sectional valve locations, and other areas deemed critical by the authority having jurisdiction, shall be provided with 99 percent floor area radio coverage.
 - d. General building areas shall be provided with 90 percent floor area radio coverage.

ACCEPTANCE

1. If three nonadjacent areas fail the test with less than -95 decibels per milliwatt (-95 dBm), and /or a DAQ3 or below; or if two adjacent areas fail with less than -95 decibels per milliwatt (-95 dBm), and/or a DAQ3 or below, the GC will be required to pull separate plans and permit and install an IPSRES; In-Building Public Safety Radio Enhancement Systems; and/or
2. If there is less than 99 percent floor area radio coverage to all Critical areas, or less than 90 percent floor area radio coverage to all General building areas, the GC will be required to pull separate plans and permit and install an IPSRES; In-Building Public Safety Radio Enhancement Systems.

Rev. 10/30/2015

THE FOLLOWING INFORMATION IS PROVIDED FOR EXPLANATORY PURPOSES ONLY. THE NOTES BELOW CONTAIN MORE SPECIFIC INFORMATION AS IT RELATES TO THE COMMENTS YOU MAY HAVE RECEIVED IN YOUR SITE PLAN REVIEW FROM THE FIRE MARSHAL'S OFFICE.

FIRE DEPARTMENT ACCESS REQUIREMENTS

ADDRESS IDENTIFICATION

New and existing buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or roadway fronting the property. [NFPA 1:10.12.1.1]
The address shall be posted at the construction site upon the start of construction.

Address numbers shall contrast with their background. Numerals shall be not less than three inches in height for residential buildings, structures, or portions thereof, and at least six inches in height for all other buildings, structures, or portions thereof. [NFPA 1:10.12.1.2]

Where address identification is required by the fire official on other elevations of buildings, structures, or portions thereof, such numbers shall be not less than three inches in height for residential and at least six inches in height for all other buildings, structures, or portions thereof. [NFPA 1:10.12.1.2.1]

Address numbers shall be Arabic numerals or alphabet letters. [NFPA 1:10.12.1.3]

GENERAL DRIVE AISLES WIDTH AND HEIGHT

Drive aisles must be a minimum of 12 feet in width. [AHJ]

VERTICAL CLEARANCES FOR APPARATUS

Vertical clearances of 14 ft. minimum are required by [AHJ].

FIRE APPARATUS ACCESS ROADS IDENTIFIED AND MARKED

Fire Apparatus Access Roads are required to be identified and delineated. [AHJ; 1:18.2]

WIDTH REQUIREMENT FOR FIRE DEPARTMENT ACCESS ROADS

Fire Department access roads shall have an unobstructed width of not less than 20 feet. [1:18.2.3.4.1.1]

WIDTH & SIGNAGE REQUIREMENTS FOR CURBSIDE VEHICLE PARKING IN FIRE DEPARTMENT ACCESS LANES

- Fire Department Access Roads 20 Ft. to 27 Ft. – “NO PARKING” Signs on both sides of the road.
- Fire Department Access Roads 28 Ft. to 35 Ft. – “NO PARKING” Signs on one side of the road
- Fire Department Access Roads 36 Ft. or greater – No signage required. [AHJ]

“NO PARKING” SIGNAGE, PAINTED CURBS AND / OR FIRE LANE STRIPING REQUIRED FOR FIRE LANES, FIRE DEPARTMENT ACCESS ROADS AND IN FRONT OF FIRE DEPARTMENT CONNECTIONS

Fire Lanes, Fire Department Access Roads and the areas in front of the fire department connections, shall be designated by yellow painting, striping, or markings on the curbs and roadways.

- Provide a curb detail note to indicate that all curbs are to be painted yellow.
- All pavement markings shall be of thermoplastic paint.
- Demonstrate that these areas are to be marked with freestanding signs with the wording, **“NO PARKING FIRE LANE BY ORDER OF THE FIRE DEPARTMENT”** or similar wording.
- Such signs shall be 12 inches by 18 inches with a white background and red letters.
- These signs shall be a maximum of seven feet in height from the roadway to the bottom of the sign.
- These signs shall be within sight of the traffic flow and be a **maximum of 60 feet apart.** [1:18.2.3.5]

SURFACE COMPACTION

Demonstrate that the required Fire Department access road shall have a surface designed to:

- Accommodate fire apparatus with a minimum weight of 32 tons. [1:18.2.2.1.3]
- Have a surface suitable for all-weather driving capabilities. [1:18.2.2.5.2] – Examples: Turf Block, Concrete, Stone, etc.

OBSTRUCTION OF FIRE DEPARTMENT ACCESS ROADS

The required width of a fire department access road shall not be obstructed in any manner. [1:18.2.4.1.1]

GATES REQUIREMENT

Where gates are utilized, provide a Knox entry system to allow Fire Department Access [1:18.2.2.1] (Obtain application from the Fire Prevention Bureau (954)893-5060)

TURNING RADIUS

Turning radii must be a minimum of 38 ft. inside radius and 50 ft. outside radius with a clear sweep of 12 ft. of drive aisle for all Fire Department access roads / lanes (Turning radius requirements for Rescue Apparatus Access areas is 26' outside radius and 14' inside radius) [1:18.2.3.4.3]

When demonstrating Turning Radii, all parking spaces must be a minimum of 18' in length.

CUL-DE-SACS

Cul-de-sac turnarounds must be no less than 100 ft. in diameter.

DEAD ENDS

Dead-end fire department access roads in excess of 150 ft. in length shall be provided with approved provisions for the turning around of fire apparatus (Hammerhead “T” Turn-around, Cul-de-sacs, Alternative (Modified) “T” Turn-around, etc.). [1:18.2.3.4.4]

BUILDING ACCESSIBILITY FROM FIRE DEPARTMENT ACCESS ROADS

Any portion (furthest point) of any 1st Floor exterior wall must be:

- Not more than 150 ft. from Fire Department Access Roads – Un-sprinklered Buildings. [1:18.2.3.2.2]
- Not more than 450 ft. from Fire Department Access Roads – Sprinklered Buildings. [1:18.2.3.2.2.1]

DISTANCE TO EXTERIOR DOORS OF BUILDINGS FROM FIRE DEPARTMENT ACCESS ROADS

A single exterior door providing access to the interior of any building must be located within 50 feet of a fire department access road. [1:18.2.3.2.1]

BRIDGES

The bridge shall be designed for a live load sufficient to carry the imposed loads of fire apparatus with a minimum weight of 32 tons. [1:18.2.3.4.5.2]

LOAD LIMITS TO BE POSTED

Vehicle load limits shall be posted at both entrances to bridges, ramps and elevated roadways where required by the AHJ. [1:18.2.3.4.5.3]

GRADE

The angle of approach and departure for any means of fire department access shall not exceed 1 foot drop in 20 feet (5%), and the design limitation of the fire apparatus of the fire department shall be subject to approval by the AHJ. [1:18.2.3.4.6.2*]

FIRE HYDRANTS & FIRE PROTECTION APPLIANCES REQUIREMENTS

HYDRANT DETAIL REQUIREMENTS

Please provide fire hydrant detail in accordance with the following:

- The center of a hose outlet shall be not less than 18 inches above final grade, (or where located in a hose house, 12 inches above the floor) [24:7.3.3]
- The Steamer opening is to be 4 ½ inches in size with four (4) National Standard Threads per inch.
- All fire hydrants shall be "traffic type" to break-away upon impact.
- The fire hydrant main body valve shall open against the flow and shall close with the flow.

BLUE REFLECTIVE HYDRANT MARKERS

Provide one (1) blue double-reflective department of transportation type road marker (Roadway Pavement Marker (RPM)) to be adhered to the hard surfaces of the roadway in the middle of the lane nearest to, and directly in front of each newly installed fire hydrants. [AHJ]

IMPACT PROTECTION

Provide bollards consisting of three inch steel pipe buried at three feet deep, with three feet of height above ground level and spaced three feet apart, These bollards are to be filled with concrete and capped are acceptable. [24:7.3.5] [24:7.3.6] [13:8.15.1.3.2]

CLEARANCE REQUIREMENTS FOR FIRE HYDRANTS

Provide clearances of 36" in circumference around all fire hydrants. [1:18.5.3]

HYDRANT SPACING FOR COMMERCIAL PROPERTY

Hydrant spacing shall not exceed 350 feet linear separation (as the fire apparatus drives) for commercial properties (to also include apartment buildings, condominiums, townhouses, etc.)

[24:7.2.1] [AHJ]

HYDRANT SPACING FOR PRIVATE RESIDENTIAL PROPERTY

Hydrant spacing shall not exceed 500 feet linear separation for residential one and two family dwellings. [24:7.2.1] [AHJ]

HYDRANTS TO BE 40' OR MORE FROM BLDGS.

Hydrants shall be located not less than 40 ft. from the building or wall hydrants shall be permitted to be used where approved by the AHJ. [24:7.2.4]

STANDPIPE SYSTEMS REQUIRED

Provide a Class I standpipe system in accordance with the provisions of N.F.P.A. 1, Section 13.2.2.2 and NFPA 14, where any of the following conditions exist:

- More than three stories above grade where the building is protected by an approved automatic sprinkler system.
- More than two stories above grade where the building is not protected by an approved automatic sprinkler system.
- More than 50 ft. above grade and containing intermediate stories or balconies
- More than one story below grade
- More than 20 ft. below grade

LOCATIONS OF SIAMESE FIRE DEPARTMENT CONNECTIONS

Fire department connections shall be located:

- On the street side of buildings.
- Where fully visible and recognizable from the street or nearest point of fire department apparatus accessibility.
- And arranged so that hose lines can be attached to the inlets without interference from nearby objects, including buildings, fences, posts, or other fire department connections. [14:6.3.5.1]
- Not more than 100 ft. from the nearest fire hydrant connected to an approved water supply. [14:6.3.5.4]
- On the same side of the roadway or fire lane as the nearest fire hydrant. [AHJ]
- Within three ft. (3') of the curb line of fire lanes, streets. [AHJ]
- In a place that will allow a space four feet (4') on both sides of the fire department connection centerline that must be kept open at all times.

SIGNAGE FOR FIRE DEPARTMENT CONNECTIONS

- The FDC must be identified as to the building (complete address) or portion of the building it serves. Provide a permanent tactile sign at the FDC to meet the above requirement. [14:6.3.5.3]
- A sign also shall indicate the pressure required at the inlets to deliver the system demand. [14:6.3.5.2.2]
- Each fire department connection shall be designated by a sign having raised letters, at least 1 inch in height, cast on a plate or fitting that reads "STANDPIPE", "STANDPIPE AND AUTOSPKR" or "AUTOSPKR AND STANDPIPE". [14:6.3.5.2]

BACKFLOWS REQUIRED (See NFPA 13, Chapter 15, Section A.15.1.8 & Handbook)

Provide a Backflow Prevention Assembly for the Fire Sprinkler System that meets the following requirements:

- All backflow preventors must be Accessible for service and maintenance [13:8.16.4.6]
- All backflow preventors must be Listed for fire protection service [24:5.4.2]
- All backflow preventors must be installed above ground [AHJ]

WATER SUPPLY REQUIREMENTS

PRIVATE FIRE SERVICE MAINS CONNECTION FROM WATERWORKS SYSTEMS

By P.I.V. [24:5.5] or Underground Gate Valve [24:6.1.5]

POST INDICATING VALVES TO BE LOCATED MIN. 40 FT. FROM BLDGS.

Post indicating valves shall be located not less than 40 ft. from buildings [24:6.3.3.1]

DISTRIBUTION SYSTEMS TO BE LOOPED

All distribution systems shall be designed to reduce the dead-end mains and provide a loop for new and existing mains.

FIRE SERVICE MAIN SIZE – 8"

Hydrant mains must be sized in accordance with the requirements of the Public Services Department (typically requiring a minimum 8" diameter), and must be able to accommodate the fire flow demand for the project but in no case can be less than 6" in diameter [24:7.1.1]

SPRINKLER SYSTEM REQUIRED

Buildings 3 or more stories in height and 3 or more units attached shall be equipped with a complete automatic fire sprinkler system. Completed engineered fire sprinkler drawings are required with construction document submittal. Please Note. [FBC 903.6.]

FIRE HYDRANT FLOW TEST REQUIREMENTS

Fire Hydrant Flow Tests are required for all new projects to determine the available water supply in the area for your project. The Hydrant Flow Test must be in accordance with the Broward County Amendments (Effective February 13, 2016) to the Florida Fire Prevention Code (5th Edition), Section F-112. This test must be performed by a qualified company of the builder's choice. In addition, the static pressure at the water main shall be determined by a recorded method (ie. water wheel) for a minimum twenty-four (24) hour period. The actual flow test must be witnessed by, and recorded data sent to the Broward Sheriff's Office Fire Marshal's Bureau, Dania Beach District in any area where water is being supplied by the City of Dania Beach Public Services.

If the water is being supplied by Broward County, the entire hydrant flow test is to be performed by Broward County O.E.S. Please contact the Broward Sheriff's Office Fire Marshal's Bureau, Dania Beach District at (954)342-4262 for determination of where the water is being supplied from.

IDENTIFYING THE FIRE FLOW DEMAND FOR BUILDINGS AND STRUCTURES

The Needed Fire Flow Requirements for all buildings / structures must be in accordance with N.F.P.A. 1 (2012 Ed.), Chapter 18, Section 18.4 for manual suppression efforts. Fire flow calculations must be prepared by a professional engineer currently licensed in the state of Florida **for each** newly constructed building or structure. Two original sets of signed and sealed calculations must be submitted to the Fire Marshal's Office on the Engineer's official letterhead for review and approval. Failure to follow the above requirements may result in delays for your project.

REQUIREMENTS FOR THE FIRE FLOW TESTING OF WATER SUPPLY FOR AUTOMATIC FIRE PROTECTION SYSTEMS (AFPS) AND AUTOMATIC STANDPIPE SYSTEMS (ASS)

The following are the requirements, as stipulated by the Broward County Amendments to the Florida Fire Prevention Code, for the Fire Flow Testing of the water supply for Automatic Fire Protection Systems (AFPS) and Automatic Standpipe Systems (ASS):

The fire flow requirement for buildings providing or requiring Automatic Fire Protection Systems (AFPS) and/or Automatic Standpipe Systems (ASS) must be in accordance with the Broward County Amendments (Effective February 13, 2016) to the Florida Fire Prevention Code (5th Edition), Section F-112, NFPA 13 (2010 Ed.) and NFPA 14 (2010 Ed.)

Broward County Amendments to the Florida Fire Prevention Code Amendments Effective February 13, 2015

F-112 – Automatic Sprinklers Required

F-112.1 – Fire flow testing of the Water Supply for Automatic Fire Protection Systems (AFPS) and Automatic Standpipe Systems (ASS) using water as an extinguishing agent for new buildings and structures and existing buildings and structures where the AFPS and ASS are altered by more than seventy-five (75) percent of their value shall be as follows:

- a) Fire flow test of the water supply for AFPS and ASS shall be in accordance with NFPA 291, Recommended Practice for Fire Flow Testing and Marking of Hydrants, Florida Administrative Code (FAC) 69A-60.
- b) The engineer of record (EOR) shall be responsible to review the fire flow results, potential drought impact and future demands to the water distribution system. Where the EOR determines that the water distribution system will be significantly impacted during drought conditions or as a result of anticipated future growth, the EOR shall provide a safety margin in the design of the AFPS/ASS. The EOR shall utilize NFPA 13 annex as a guide in reviewing water distribution systems.
- c) Design of the water flow for the AFPS and/or ASS shall be the same as that obtained from the fire flow test.
- d) The residual pressure at the required water flow at the connection to the water main for an AFPS and/or ASS shall not be less than 20 PSI.
- e) The static pressure at the water main shall be determined by a recorded method for a minimum twenty-four (24) hour period.

- f) Fire flow test data shall not be more than one (1) year prior to the plans, hydraulic calculations and submittals for the AFPS and/or ASS being submitted to AHJs for their review and acceptance. The results of the fire flow test shall be provided to the AHJ at the time of the submittal of the plans, hydraulic calculations and submittals for the water based AFPS and/or ASS.



BROWARD SHERIFF'S OFFICE
DEPARTMENT OF FIRE RESCUE AND EMERGENCY SERVICES
FIRE MARSHAL'S BUREAU
DANIA BEACH DISTRICT
103 West Dania Beach Boulevard
Dania Beach, FL 33004
Phone: (954) 342-4262
Fax: (954) 342-4265



APPLICATION FOR APPROVAL OF THE FIRE PROTECTION WATER SUPPLY DESIGN

Date of Application: _____

Site Plan Application #: _____

Name of Project/Development: _____

Address of Project/Development: _____

Owner/Agent: _____

Design Professional of Record: _____

Water Purveyor: _____

Water Purveyor Address: _____

In order for the Broward Sheriff's Office, Department of Fire Rescue, Fire Marshal's Bureau to provide an approval letter for the adequacy of the fire protection water supply design for the above referenced project, the following information must be provided:

Affirmation of Compliance with Fire Protection Water Supply Design Requirements:

1. The Type of Construction" is _____ in accordance with NFPA 220.
2. The total fire protection water supply needed for manual firefighting (fire flow) and fire sprinkler/standpipe operations is _____ gallons per minute. (In compliance with water supply requirements for manual firefighting operations in accordance NFPA 1 (2012 Ed.), Chapter 18, Section 18.4 and the Broward County Land Development Code; and the water supply necessary for fire sprinkler and standpipe operations in accordance with the currently adopted editions of NFPA 13 and NFPA 14).
3. **Statement of verification from the design professional of record, on official company letterhead, that the proposed water main sizing, fire hydrant spacing, and fire hydrant locations, are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code. (Attach signed and sealed document).**

This will affirm that the above stated information and attached statement of verification for this project/development is accurate and can be relied on for the requested approval letter to the applicable water purveyor.

Signature - Owner/Agent/Occupant: _____

Date _____

Signature – Design Professional of Record _____

Date _____

Zoning designation = IROM-AA

FLU designation = Industrial

REVIEW COMPLETE BY Corinne Lajoie (954) 924-6805 X 3704

2nd review

SITE PLAN COMMENTS:

1. Incomplete information was provided. Further review and comment will be conducted by staff after additional information is provided by the applicant. See comments below.
2. APPLICATION: Confirm application was properly completed, signed, and proper application fee was paid.
3. ~~PLATTING: Provide letter from Broward County identifying whether this property needs to be platted or replatted. 2nd time requested.~~
4. **TRAFFIC STUDY:** per Section 605-30(K), a traffic study is required for all development generating in excess of 50 peak hour trips. If less than 50 peak hour trips are projected then a Traffic Statement is needed. 2nd time requested.
5. **IMPACT FEES:** Impact fees that will be required for the project are attached.
6. The proximity to the airport will be required FAA/BCAD review and approval. Contact William Castillo, Airport Planner with Broward County Aviation Department, located at 2200 SW 45 Street, Suite 101, Dania Beach, FL 33315, (954) 359-6100. 2nd time requested.
7. ~~PARKING: Required calculations provided in Site Data table on Sheet SP-1 is incorrect ($6.93 + 4.33 = 11.26$). Therefore a total of 12 spaces are required for the proposed building. Revise plans accordingly. Completed.~~
8. ~~LOADING: Per Section 270-20 1 loading spaces 12' X 25" is required. Identify in Data Table and show on site plan drawing. Remove note stated "not identified..." Completed.~~
9. ~~USE: Provide more detail regarding use to determine if use is permitted. Identify use category listed in permitted use table in Section 115-40 that the applicant believes applies to proposed use. Additional conditions of use may apply. Completed.~~
10. Warehouse conditions of use include the following:
 - ~~Shall resemble an office building,~~
 - ~~Office area must be at least 10%, and~~
 - ~~Office area must be air conditioned.~~
11. If proposed "Paved Outdoor Storage Area" falls into the category of "Outdoor storage/parking of fully assembled and operational automobiles, aircraft, bus, truck, recreation vehicles, motorhomes, motorcycle, tractor trailer, boat or construction equipment" then the following conditions of use apply:
 - (17) must be located at least 500 feet from any property with a residential land use plan designation
 - (76) Properties less than 15 acres shall provide a 10' wide landscape buffer along the front property line and a 5' wide landscape buffer on the side and rear with required linear trees and hedge.
 - (77) a 15' wide landscape buffer with 2.5 foot high meandering or winding berm and an opaque fence or wall (chain link with slat not permitted) equaling 8' total height is required adjacent to residentially zoned or used land. 2nd time requested.

Traffic Stmt
Provided
To Provide update

12. **WILDLIFE PROTECTION:** Per Article 250, "the developer of any existing natural land area in excess of one-half (1/2) acer in the city must ..." **2nd time requested.**
13. **Provide minimum bicycle parking requirements identified in Section 265-81.** **Completed.**
14. **ROOFTOP MECHANICAL EQUIPMENT:** Must meet regulations in Section 220-60. Identify how equipment will be screened from view. Show dashed lines in elevations showing roof and RTUs. Provide site line study.
15. **Principal Arterial Design Standards/Industrial Design Standards.** **2nd time requested.**
16. **COST RECOVERY:** per Article 685, cost recovery funds may be utilized for various costs of the city's administrative and outside fee consultants for the processing and review of applications. Per City Attorney's request, please provide \$5,000 cost recovery fee with next submittal. The cost recovery money can be returned if not utilized, or additional fees may be requested if addition fees are incurred. **2nd time requested.**
17. **RAC TRAFFIC IMPACT MITIGATION:** Provide an analysis, signed and sealed by a certified engineer, identifying the amount of CRA mitigation for traffic impact due based on resolution No. 2014-049 which established a rate of \$21.26 per p.m. peak hour trip.
18. **Must provide latest revised set of plans on disk prior to going to public hearing.** **2nd time requested.**
19. The applicant is encouraged to contact neighbors adjacent to, as well as condominiums and neighborhood associations to advise of this property. Please provide acknowledgement and/or documentation of any public outreach. **2nd time requested.**
20. **For any building 5-stories or greater, provide a shadow study identifying how adjacent properties will be affected.** **2nd time requested.**
21. Applicant must obtain a statement from the City Engineer saying that the traffic study/statement submitted by the applicant is complete and accepted prior to public hearing. **2nd time requested.**
22. Applicant must obtain statement from Ronnie Navarro, City Engineer, stating that adequate water supply exists for this project. **2nd time requested.**
23. For all projects resulting in buildout of the site, such that construction staging cannot occur on site, must obtain Staging Plan approval by the Community Development Director prior to issuance of a building permit. The Staging Plan must include, but is not limited to, location of equipment and material during construction. **2nd time requested.**
24. For all projects resulting in buildout of the site, such that construction staging cannot occur on site, the applicant must obtain Maintenance of Traffic Plan approval by the City Engineer for period of construction prior to issuance of a building permit. **2nd time requested.**
25. Please e-mail resolution and legal description, prepared by an attorney, for development approval in word format to cchurch@daniabeachfl.gov four (4) weeks prior to public hearing. **2nd time requested.**
26. Applicant must provide statement from the City's Code Compliance Department that there are not outstanding Code Violations or Liens on the property prior to the item being scheduled for a public hearing. Per Section 680-40, any property with outstanding Code Violations or Liens shall not be schedule for public hearing. **2nd time requested.**

Prior
PH

27. Per O-2017-022, for properties over an acre in size, the applicant must obtain and post property signs in accordance with the NEW City requirements. Please see the end of this document for guidelines. **2nd time requested.**

28. Per O-2017-027, commercial properties under construction are required to provide security to fencing with screening showing project rendering when adjacent to ROW. Provide screen detail with next submittal. **Completed.**

29. Per Section 265-110(H)(1) provide wheel stops 5.5" high, 2' from front parking space. Show on-site plan and provide detail. **Completed.**

30. Per Section 265-110(H)(2) the perimeter of VUA must have a 6" raised type "D" or "F" curb (non-extruded). Show on site plan and provide details. **2nd time requested.**

31. Per Section 265-150(E) minimum access width and street is 25'. Identify on site plan. **Completed.**

32. Identify dimension of Ravenswood Road right of way on survey. **Completed.**

33. Provide recorded copy of unity of title for all proposed lots. **2nd time requested.**

34. Identify what the hatched line running through the east parking spaces and between the north and south outdoor storage area represents. **2nd time requested.**

35. Per Section 265-110(C)(6) a minimum 25' is required between property line and entrance to the parking space. Provide measurement on site plan. **2nd time requested.**

36. Must provide light levels at property line to ensure compliance with Article 280. **Completed.**

37. On building elevations, identify dimensions of all building projections including eyebrows at entry and over windows, mental roof overhang element, and all other areas of façade movement. **Completed.**

38. Identify setback from dumpster enclosure to north property line. **Completed.**

39. Height – Dania Beach LDC limits building height to 6-stories/62'. Remove note on Sheet SP-1, A-2, & A-3 stating "Building height may be adjusted height pending FAA and BCAD approval". **Completed.**

40. Sheet SP-1, Site Data, Setbacks identify proposed side (N) setback as 44'10"; Site Plan drawing identified same setback as 38'10". Revise accordingly. **Completed.**

NOTES:

- Application fee pays for only 2 reviews of the project. Additional review by staff will require additional payment.
- Continuous and on-going site inspections will be conducted by staff throughout the entire building process.
- FLOOD PLAN: Finished floor elevations, per Article 220-10(C) All structures shall be constructed with a lowest FFE of at least 1 foot above the 100 year flood elevation. Identify on plans.

- Prior to submittal of a building permit, please contact the Building Official (954-924-6085 X3650 to schedule a pre-application meeting.



CITY OF DANIA BEACH IMPACT FEE SCHEDULE

According to the adopted City Ordinances and Resolutions listed below, all new development is subject to City and County impact fees. These fees help pay for the construction or expansion of roads, mass transit, schools and parks that are needed as a result of the development's "impact." These fees are assessed when construction plans are submitted for approval and included in your building permit invoice. Below is a schedule of the City of Dania Beach's impact fees. Additional impact and concurrency fees may be charged by the County, please contact one of the planners with Broward County Development Management (954-357-6666) to request an impact/concurrency fee estimate.

<u>Type</u>	<u>Fee</u>
Recreation and Open Space:	
Single Family/Townhouse	\$1,825 per unit
Multi-Family	\$1,364 per unit
Mobile	\$1,140 per unit
Administrative:	\$.16 per sq.ft.
Police:	\$.184 per sq.ft.
Fire:	\$.389 per sq.ft.

For any questions regarding water & sewer impact fees, please contact the Public Works Division at 954-924-3740.

Ordinances and Resolutions:

Water Impact Fees - Resolution 2012-002, Ordinance 2011-035
Police & Fire - Resolution 2005-150, Ordinance 2005-037
Recreation and Open Space - Resolution 2014-071

Prepared by:
Joseph M. Balocco, Jr., Esq.
Joseph M. Balocco, Jr., P.A.
1323 SE Third Avenue
Fort Lauderdale, FL 33316

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that, pursuant to the applicable ordinances of the City of Dania Beach pertaining to the issuance of building permits and regulating building construction, the undersigned, 811, LLC, a Florida limited liability company ("Declarant"), being the fee owner of the following-described real property lying, being and situate in the City of Dania Beach, County of Broward and State of Florida, to-wit:

See Attached Exhibit "A" attached hereto and made a part hereof.

1. The aforesaid plot, parcel or combinations of separate lots be and the same is hereby established and declared to be unified as an indivisible building site.

2. This Declaration of Unity of Title shall constitute a covenant running with the land, as provided by law, and shall be binding upon the undersigned, its successors and assigns, and all parties claiming thereunder and no portion shall be sold, assigned, transferred, conveyed or devised separately except in its entirety as one plot or parcel until such time as the same may be released only by a written document of equal dignity approved in writing by the City of Dania Beach.

3. The undersigned does further agree that this instrument shall be filed for record among the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the undersigned has caused this Declaration of Unity of Title to be executed in appropriate manner and its seal to be affixed this 13th day of July, 2018.

Signed, sealed and delivered
in the presence of:

811, LLC, a Florida limited liability
company

By: Dixie Southland Corp.,
a Florida corporation, its Manager

By: Raymond C. Parker (SEAL)
Raymond C. Parker, President

Sign: [Signature]
Print: Mark Penize
Sign: [Signature]
Print: Walter W. Penize

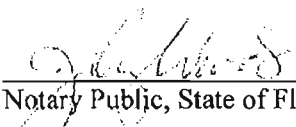


STATE OF FLORIDA
COUNTY OF BROWARD

ss.:

BEFORE ME the undersigned authority, personally appeared Raymond C. Parker in his capacity as President of Dixie Southland Corp., a Florida corporation, Manager of 811, LLC, a Florida limited liability company, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as the act and deed of said limited liability company and for the uses and purposes set forth therein.

WITNESS my hand and official seal at Fort Lauderdale, Broward County, Florida, this 25 day of July, 2018.



Notary Public, State of Florida (SEAL)

My Commission Expires:



EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL NO. 1119

All of the following described parcel of land together with the airspace above said parcel, lying below a horizontal plane, having an elevation of 36.5 feet (NAVD 88), said parcel being described as follows:

The South one-half of the West one-half of Lot 7, Block 2, together with the East one-half of Lot 7, Block 2, of WILMA MANORS, according to the Plat thereof, as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida.

AND

All of the airspace lying above and continuing upward, above a horizontal plane having an elevation of 36.5 feet (NAVD 88), said horizontal plane and airspace being situate above the following described parcel of land:

The South one-half of the West one-half of Lot 7, Block 2, together with the East one-half of Lot 7, Block 2, of WILMA MANORS, according to the Plat thereof, as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida.

Said land situate within the City of Dania Beach, Broward County, Florida.

PARCEL NO. 1118

All of the following described parcel of land together with the airspace above said parcel, lying below a horizontal plane, having an elevation of 38.0 feet (NAVD 88), said parcel being described as follows:

The North one-half of the West one-half of Lot 7, Block 2, of WILMA MANORS, according to the Plat thereof, as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida.

AND

All of the airspace lying above and continuing upward, above a horizontal plane having an elevation of 38.0 feet (NAVD 88), said horizontal plane and airspace being situate above the following described parcel of land:

The North one-half of the West one-half of Lot 7, Block 2, of WILMA MANORS, according to the Plat thereof, as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida.

Said land situate within the City of Dania Beach, Broward County, Florida.

PARCEL NO. 1121

All of the following described parcel of land together with the airspace above said parcel, lying below a horizontal plane, having an elevation of 33.7 feet (NAVD 88), said parcel being described as follows:

Lot 8, and Lot 9 Less the East 10 feet thereof, Block 2, WILMA MANORS, according to the Plat thereof as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida.

AND

All of the airspace lying above and continuing upward, above a horizontal plane having an elevation of 33.7 feet (NAVD 88), said horizontal plane and airspace being situate above the following described parcel of land:

Lot 8, and Lot 9 Less the East 10 feet thereof, Block 2, WILMA MANORS, according to the Plat thereof as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida.

Said land situate within the City of Dania Beach, Broward County, Florida.

PARCEL NO. 1123

All of the following described parcel of land together with all the airspace above said parcel, lying below a horizontal plane, having an elevation of 31.9 feet (NAVD 88), said parcel being described as follows:

The East 10 feet of Lot 9, together with the West one-half of Lot 10, Block 2, of WILMA MANORS, according to the Plat thereof, as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida.

AND

All of the airspace lying above and continuing upward, above a horizontal plane having an elevation of 31.9 feet (NAVD 88), said horizontal plane and airspace being situate above the following described parcel of land:

The East 10 feet of Lot 9, together with the West one-half of Lot 10, Block 2, of WILMA MANORS, according to the Plat thereof, as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida.

Said land situate within the City of Dania Beach, Broward County, Florida.

PARCEL NO. 1124

All of the following described parcel of land together with the airspace above said parcel, lying below a horizontal plane, having an elevation of 30.4 feet (NAVD 88), said parcel being described as follows:

The East one-half of Lot 10, Block 2, of WILMA MANORS, according to the Plat thereof, as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida.

AND

All of the airspace lying above and continuing upward, above a horizontal plane having an elevation of 30.4 feet (NAVD 88), said horizontal plane and airspace being situate above the following described parcel of land:

The East one-half of Lot 10, Block 2, of WILMA MANORS, according to the Plat thereof, as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida.

Said land situate within the City of Dania Beach, Broward County, Florida.

PARCEL NO. 1124.1

All of the following described parcel of land together with the airspace above said parcel, lying below a horizontal plane, having an elevation of 26.8 feet (NAVD 88), said parcel being described as follows:

Lot 11, Block 2, and Lot 1, LESS the East 5 feet thereof, of WILMA MANORS, according to the Plat thereof, as recorded in Plat Book 31, at Page 4, of the Public Records of Broward County, Florida; and LESS those portions of said lots acquired and taken by the State of Florida, Department of Transportation in Broward County Circuit Court Case #85-7376.

Less and Except the following:

Those portions of Lots 1 and 11, Block 2, of Wilma Manors per plat recorded in Plat Book 31, page 4 of the Public Records of Broward County, Florida; being described as follows:

COMMENCE at the Southeast corner of the Northeast 1/4 of Section 29, Township 50 South, Range 42 East; thence along the East line of said Section North 01°26'01" West 1366.13 feet; thence South 88°31'23" West 35.00 feet to the Southeast corner of said Lot 1, and the POINT OF BEGINNING; thence along the South line of said Lot 1 South 88°31'23" West 114.83 feet to the point of beginning of a curve concave Northwesterly having a radius of 25.00 feet; thence from a tangent bearing of North 88°31'23" East run Northwesterly along said curve 46.17 feet through a central angle of 105°49'26" to a point of compound curvature; thence Northwesterly along a curve concave Westerly having a radius of 2251.83 feet a distance of 66.00 feet through a central angle of 01°40'46" to the North line of said Lot 1 and the end of said curve; thence along said North line North 88°31'30" East 109.78 feet to the Northeast corner of said Lot; thence along the East line of said Lot South 01°26'01" East 95.04 feet to the POINT OF BEGINNING, Less and Except the East 5.00 feet thereof.

And Less and Except

COMMENCE at the Southeast corner of the Northeast 1/4 of Section 29, Township 50 South, Range 42 East; thence along the East line of said Section North 01°26'01" West 1650.25 feet; thence South 88°31'42" West 35.00 feet to the Northeast corner of Lot 3 of said Block 2; thence along the North line of said Lot South 88°31'42" West 120.00 feet to the Northwest corner of said Lot; thence along the West line of Lots 3 and 2 of said Block 2 South 01°26'06" East 142.07 feet to the Northeast corner of said Lot 11 and the POINT OF BEGINNING; thence along the North line of said Lot South 88°31'33" West 5.14 feet to the beginning of a curve concave Easterly having a radius of 5769.58 feet; thence from a tangent bearing South 19°43'22" East run Southeasterly along said curve 14.58 feet through a central angle of 00°08'41" to a point of reverse curvature; thence Southeasterly along a curve concave Westerly having a radius of 2251.83 feet a distance of 1.74 feet through a central angle of 00°02'39" to the East Line of said Lot 11 and the end of said curve; thence along said East line North 01°26'06" West 15.49 feet to the POINT OF BEGINNING.

AND

All of the airspace lying above and continuing upward, above a horizontal plane having an elevation of 26.8 feet (NAVD 88), said horizontal plane and airspace being situate above the following described parcel of land:

Lot 11, Block 2, and Lot 1, LESS the East 5 feet thereof, of WILMA MANORS, according to the Plat thereof, as recorded in Plat Book 31, at Page 4, of the Public Records of Broward County, Florida; and LESS those portions of said lots acquired and taken by the State of Florida, Department of Transportation in Broward County Circuit Court Case #85-7376.

Less and Except the following:

Those portions of Lots 1 and 11, Block 2, of Wilma Manors per plat recorded in Plat Book 31, page 4 of the Public Records of Broward County, Florida; being described as follows:

COMMENCE at the Southeast corner of the Northeast 1/4 of Section 29, Township 50 South, Range 42 East; thence along the East line of said Section North 01°26'01" West 1366.13 feet; thence South 88°31'23" West 35.00 feet to the Southeast corner of said Lot 1, and the POINT OF BEGINNING; thence along the South line of said Lot 1 South 88°31'23" West 114.83 feet to the point of beginning of a curve concave Northwesterly having a radius of 25.00 feet; thence from a tangent bearing of North 88°31'23" East run Northwesterly along said curve 46.17 feet through a central angle of 105°49'26" to a point of compound curvature; thence Northwesterly along a curve concave Westerly having a radius of 2251.83 feet a distance of 66.00 feet through a central angle of 01°40'46" to the North line of said Lot 1 and the end of said curve; thence along said North line North 88°31'30" East 109.78 feet to the Northeast corner of said Lot; thence along the East line of said Lot South 01°26'01" East 95.04 feet to the POINT OF BEGINNING, Less and Except the East 5.00 feet thereof.

And Less and Except

COMMENCE at the Southeast corner of the Northeast 1/4 of Section 29, Township 50 South, Range 42 East; thence along the East line of said Section North 01°26'01" West 1650.25 feet; thence South 88°31'42" West 35.00 feet to the Northeast corner of Lot 3 of said Block 2; thence along the North line of said Lot South 88°31'42" West 120.00 feet to the Northwest corner of said Lot; thence along the West line of Lots 3 and 2 of said Block 2 South 01°26'06" East 142.07 feet to the Northeast corner of said Lot 11 and the POINT OF BEGINNING; thence along the North line of said Lot South 88°31'33" West 5.14 feet to the beginning of a curve concave Easterly having a radius of 5769.58 feet; thence from a tangent bearing South 19°43'22" East run Southeasterly along said curve 14.58 feet through a central angle of 00°08'41" to a point of reverse curvature; thence Southeasterly along a curve concave Westerly having a radius of 2251.83 feet a distance of 1.74 feet through a central angle of 00°02'39" to the East Line of said Lot 11 and the end of said curve; thence along said East line North 01°26'06" West 15.49 feet to the POINT OF BEGINNING.

Said land situate within the City of Dania Beach, Broward County, Florida.

JOINDER AND CONSENT TO DECLARATION OF UNITY OF TITLE

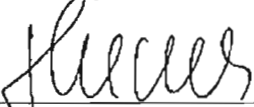
THIS JOINDER AND CONSENT TO DECLARATION OF UNITY OF TITLE is entered into this 13th day of June 2018 by FIRST GREEN BANK, a Florida banking corporation ("Mortgagee"), whose address is 18251 U.S. Highway 441, Mount Dora, FL 32757.

WITNESSETH:

That Mortgagee is the holder of that certain Mortgage executed by 811, LLC, a Florida limited liability company ("Mortgagor"), dated August 31, 2017, recorded under Official Instrument Number 114598949 of the Public Records of Broward County, Florida. In consideration of Ten Dollars (\$10.00) and other good and valuable considerations received from Mortgagor, Mortgagee does hereby join and consent to execution and recording in the Public Records of Broward County, Florida, of the foregoing Declaration of Unity of Title.

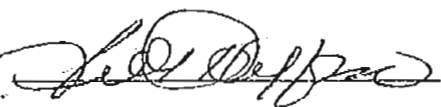
IN WITNESS OF THE FOREGOING, the Mortgagee has set Mortgagee's hand and seal the day and year first written above.

WITNESSES:



INGRID BAENER

[Witness 1 print/type name]



Susan A. Huffman

[Witness 2 print/type name]

FIRST GREEN BANK

A Florida banking corporation

By: 

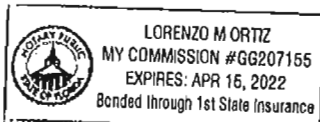
Printed name: Linda Pansque
Title: SVP

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 13 day of ^{July}~~June~~ 2018, by
Linda Parsons as SVP of FIRST GREEN BANK, a
Florida banking corporation, who is personally known to me or has produced _____
as identification and who did not (did) take an oath.

(SEAL)



Notary Public, State of Florida

Lorenzo M. Ortiz
Name of Notary (Typed/Printed/Stamped) Lorenzo M. Ortiz
My commission expires: April 15, 2022



3045 N. FEDERAL HIGHWAY
SUITE 46
FORT LAUDERDALE, FL 33306
TELEPHONE 954 567-2062
FAX 954 567-2063
E-mail: frank@perezandassociates.com

TRANSMITTAL

DATE: 7/16/2018

TO: CORINNE LAJOIE

COMPANY: DANIA BEACH, PLANNING DEPT.

PROJECT: 811 LLC, DIXIE SOUTHLAND

PROJECT NO. 2018 09

WE TRANSMIT THE FOLLOWING:

☐ SHOP DRAWINGS ☒ DIGITAL COPIES ☐ SAMPLES ☐ LITERATURE
☒ COPIES ☐ SPECIFICATIONS ☐ CHANGE ORDER ☒ SUBMITTAL DOCUMENTS

FOR: **CITY COMMISSION SUBMITTAL: MEETING DATE 8/28/2018**

☐ APPROVAL ☒ YOUR USE ☐ RECORD ☐ RETURNED AFTER LOAN TO US
☐ REVIEW AND COMMENT ☐ DISTRIBUTION TO PARTIES ☒ AS REQUESTED ☐

COPIES	DATE	REV. NO.	DESCRIPTION
1			24X36 SUBMITTAL SET, 546
1			11X17 SUBMITTAL SET, 546
1			SET OF DOCUMENTS, 8-1/2"X11"
1			C D OF ENTIRE PACKAGE

REMARKS

-

BY: FRANK PEREZ

RECEIVED:



July 13, 2018

**811 L. L. C.,
DRC – SP-28-18**

DRC SUBMITTAL #2 REVISED, COMMENTS RESPONSE SHEET

FIRE DEPARTMENT

1. Please refer to revised Site Plan indicating turning radii on the East side of parking lot. Building and related areas shifted North to allow for vehicle access. **COMPLIED**
2. Water Supply and Fire Flow Demand, **COMPLIED**
 - a. See attached Fire Flow test
 - b. Building Construction Indicated as on Plans, **COMPLIED**.
 - c. Please refer to letter. **COMPLIED**
 - d. Please refer to attached application. **COMPLIED**
 - e. Please refer to attached letter. **COMPLIED**
3. FIRE HYDRANT RELOCATED TO ORIGINAL LOCATION. **COMPLIED**

Tier 2 comments shall be addressed at time of permit as indicated in comment sheet.

ZONING:

SITE PLAN COMMENTS:

1. Incomplete information was provided. Further review and comment will be conducted by staff after additional information is provided by the applicant. See comments below. **N/A**

2. APPLICATION: Confirm application was properly completed, signed, and proper application fee was paid. **N/A**

3. PLATTING: Provide letter from Broward County identifying whether this property needs to be platted or replatted. **RE-PLATTING NOT REQUIRED. LETTER SUBMITTED AS PART OF PREVIOUS SUBMITTAL. COMPLIED**

4. TRAFFIC STUDY: per Section 605-30(K), a traffic study is required for all development generating in excess of 50 peak hour trips. If less than 50 peak hour trips are projected then a Traffic Statement is needed. **LETTER SUBMITTED AS PART OF THIS SUBMITTAL. COMPLIED**

5. IMPACT FEES: Impact fees that will be required for the project are attached. **OK**

6. The proximity to the airport will be required FAA/JBCAD review and approval. Contact William Castillo, Airport Planner with Broward County Aviation Department, located at 2200 SW 45 Street, Suite 101, Dania Beach, FL 33315, (954) 359-6100. **IN PROGRESS, WE HAVE RECEIVED HEIGHT APPROVALS FROM THE FAA. COMPLIED**

7.-PARKING: Required calculations provided in Site Data table on Sheet SP-1 is incorrect ($6.93 + 4.33 = 11.26$). Therefore a total of 12 spaces are required for the proposed building. Revise plans accordingly. **PLEASE REFER TO REVISED SITE PLAN INDICATING 12 SPACES REQUIRED AND 13 PROVIDED. COMPLIED**

8. LOADING: Per Section 270-20 1 loading spaces 12' X 25" is required. Identify in Data Table and show on site plan drawing. Remove note stated not identified..." **PLEASE REFER TO REVISED SITE PLAN INDICATING NEW LOADING SPACE. COMPLIED**



9. USE: Provide more detail regarding use to determine if use is permitted. Identify use category listed in permitted use table in Section 115-40 that the applicant believes applies to proposed use. Additional conditions of use may apply. **PLEASE REFER TO REVISED SITE PLAN INDICATING CONSTRUCTION EQUIPMENT ADDED TO STORAGE TYPE. COMPLIED**

10. Warehouse conditions of use include the following: **COMPLIED**

- Shall resemble an office building, **IN COMPLIANCE.**
- Office area must be at least 10%, **IN COMPLIANCE.**
- Office area must be air conditioned. **IN COMPLIANCE.**

11. If proposed "Paved Outdoor Storage Area" falls into the category of "Outdoor storage/parking of fully assembled and operational automobiles, aircraft, bus, truck, recreation vehicles, motor homes, motorcycle, tractor trailer, boat or construction equipment" then the following conditions of use apply:

(17) must be located at least 500 feet from any property with a residential land use plan designation **LAND USE COMMERCE, COMPLIED**

(76) Properties less than 15 acres shall provide a 10' wide landscape buffer along the front property line and a 5' wide landscape buffer on the side and rear with required linear trees and hedge. **COMPLIED**

(77) a 15' wide landscape buffer with 2.5 foot high meandering or winding berm and an opaque fence or wall (chain link with slat not permitted) equaling 8' total height is required adjacent to residentially zoned or used land. **DECIDED AT MEETING THAT DUE TO BROWARD CTY. REZONING REQUIREMENTS, NOT APPLICABLE. COMPLIED**

12. WILDLIFE PROTECTION: Per Article 250, "the developer of any existing natural land area in excess of one-half (1/2) acre in the city must ..." **INCLUDED IN PREVIOUS SUBMITTAL. COMPLIED**

13. Provide minimum bicycle parking requirements identified in Section 265-51. **1.2 SPACES REQ'D, 4 PROVIDED. COMPLIED**

14. ROOFTOP MECHANICAL EQUIPMENT: Must meet regulations in Section 220-60. Identify how equipment will be screened from view. **NO ROOFTOP MECHANICAL EQUIPMENT. COMPLIED**

15. Principal Arterial Design Standards/Industrial Design Standards. **IN COMPLIANCE, GLAZING AREA INCREASED TO COMPLY. OTHER ITEMS WERE IN COMPLIANCE. COMPLIED**

16. COST RECOVERY: per Article 685, cost recovery funds may be utilized for various costs of the city's administrative and outside fee consultants for the processing and review of applications. Per City Attorney's request, please provide \$5,000 cost recovery fee with next submittal. The cost recovery money can be returned if not utilized, or additional fees may be requested if additional fees are incurred. **WAIVED DURING FIRST DRC MEETING AS BEING N/A. COMPLIED**

17. RAC TRAFFIC IMPACT MITIGATION: Provide an analysis, signed and sealed by a certified engineer, identifying the amount of CRA mitigation for traffic impact due based on resolution No. 2014-049 which established a rate of \$21.26 per p.m. peak hour trip. **NOT RAC PROPERTY, WAIVED DURING MEETING AS BEING N/A. COMPLIED**

18. Must provide latest revised set of plans on disk prior to going to public hearing. **COMPLIED**

19. The applicant is encouraged to contact neighbors adjacent to, as well as condominiums and neighborhood associations to advise of this property. Please provide acknowledgement and/or documentation of any public outreach. **THE OWNER HAS CONTACTED ALL ADJACENT PROPERTY OWNERS WITH THE EXCEPTION OF THE NEIGHBOR TO THE SOUTH ACROSS THE STREET.**

20. For any building **5-stories** or greater, provide a shadow study identifying how adjacent properties will be affected. **N/A, COMPLIED**

21. Applicant must obtain a statement from the City Engineer saying that the traffic study/statement submitted by the applicant is complete and accepted prior to public hearing. **COMPLIED, STATEMENT REVISED AS PER MTG COMMENTS**

22. Applicant must obtain statement from Ronnie Navarro, City Engineer, stating that adequate water supply exists for this project. **COMPLIED**

23. For all projects resulting in buildout of the site, such that construction staging cannot occur on site, must obtain Staging Plan approval by the Community Development Director prior to issuance of a building permit. The Staging Plan must include, but is not limited to, location of equipment and material during construction. **DETERMINED N/A AT MEETING, SITE IS MUCH LARGER THAN PROPOSED BUILDING AND MORE THAN ADEQUATE STAGING AREA IS AVAILABLE FOR CONSTRUCTION. COMPLIED**

24. For all projects resulting in buildout of the site, such that construction staging cannot occur on site, the applicant must obtain Maintenance of Traffic Plan approval by the City Engineer for period of construction prior to issuance of a building permit. **DETERMINED N/A AT MEETING, SITE IS MUCH LARGER THAN PROPOSED BUILDING AND MORE THAN ADEQUATE STAGING AREA IS AVAILABLE FOR CONSTRUCTION. COMPLIED**

25. Please e-mail resolution and legal description, prepared by an attorney, for development approval in word format to cchurchdaniabeachfl.gov four (4) weeks prior to public hearing. **THIS SUBMITTAL**

26. Applicant must provide statement from the City's Code Compliance Department that there are not outstanding Code Violations or Liens on the property prior to the item being scheduled for a public hearing. Per Section 680-40, any property with outstanding Code Violations or Liens shall not be schedule for public hearing. **COMPLIED**

27. Per 0-2017-022, for properties over an acre in size, the applicant must obtain and post property signs in accordance with the NEW City requirements. Please see the end of this document for guidelines. **IN PROGRESS**

28. Per 0-2017-027, commercial properties under construction are required to provide security fencing with screening showing project rendering when adjacent to ROW. Provide screen detail with next submittal. **PLEASE REFER TO REVISED SHEET SP-1 INDICATING FENCING DETAILS. PROPERTY HAS EXISTING SECURITY FRNCE, WE WIL ADD SCREENING AND RENDERINGS TO IT. COMPLIED.**

29. Per Section 265-110(H)(1) provide wheel stops 5.5" high, 2' from front parking space. Show on site plan and provide detail. **COMPLIED**

30. Per Section 265-110(H)(2) the perimeter of VUA must have a 6" raised type "D" or "F" curb (non-extruded). Show on site plan and provide details. **CURBING OR WHEELSTOPS ARE PROVIDED WHERE VEHICLE TRAFFIC MAY IMPACT**

LANDSCAPED AREAS. LONGER STRAIGHT DRIVES HAVE CONCRETE FENCES ADJACENT TO VUA AND ARE NOT SUCEPTIBLE TO CREATING LANDSCAPE DAMAGE AND THEREFORE DO NOT HAVE CURBING. THE REAR AREAS ARE FOR EXTERIOR STORAGE AND NOT TYPICAL V U A'S. IN ADDITION, SITE DRAINAGE IS BETTER ACHIEVED WITHOUT CURBING ALONG STRAIGHT AREAS. COMPLIED

31. Per Section 265-150(E) minimum access width and street is 25' Identify on site plan. **PLEASE REFER TO REVISED SHEET SP-1 INDICATING WIDTH OF ENTRANCES AS 25'. COMPLIED**

32. Identify dimension of Ravenswood Road right of way on survey. **COMPLIED**

33. Provide recorded copy of unity of title for all proposed lots. **IN PROGRESS, THE INDIVIDUAL PROPERTIES HAVE BEEN COMBINED INTO 1. PLEASE REFER TO ATTACHED BROAD COUNTY PROP. APP. SITE INFO.**

34. Identify what the hatched line running through the east parking spaces and between the north and south outdoor storage area represents. **THE DASHED LINES INDICATE EASEMENTS. COMPLIED**

35. Per Section 265-110(C)(6) a minimum 25' is required between property line and entrance to the parking space. Provide measurement on site plan. **PLEASE REFER TO REVISED SHEET SP-1 INDICATING DIMENSION AS 35'-4". COMPLIED**

36. Must provide light levels at property line to ensure compliance with Article 280. **PLEASE REFER TO SHEET PH-1 INDICATING LIGHTING LEVELS AT PROPERTY LINES. COMPLIED**

37. On building elevations, identify dimensions of all building projections including eyebrows at entry and over windows, mental roof overhang element, and all other areas of facade movement. **PLEASE REFER TO SHEETS A-2, & A-3 FOR DIMENSIONS ADDED TO BUILDING PROJECTIONS. COMPLIED**

38. Identify setback from dumpster enclosure to north property line. **PLEASE REFER TO SHEET SP-1 FOR DIMENSIONADDED FOR DUMPSTER SETBACK. COMPLIED**

39. Height — Dania Beach LDC limits building height to 6-stories/62'. Remove note on Sheet SP- 1, A-2, & A-3 stating "Building height may be adjusted height pending FAA and BCAD approval". **NOTE DELETED, PLEASE REFER TO SHEET SP-1. RECEIVED PRELIM INFO FROM BCAD THAT ALLOWABLE BUILDING HEIGHTS ARE CONSIDERABLY HIGHER THAN WE NEED. COMPLIED**

40. Sheet SP-1, Site Data, Setbacks identify proposed side (N) setback as 4410"; Site Plan drawing identified same setback as 3810". Revise accordingly. **COMPLIED**

RECEIVED
MAY 18 REC'D

May 14, 2018

Leigh R. Kerr, AICP, President
Leigh Robinson Kerr & Associates, Inc.
808 East Las Olas Boulevard, Suite 104
Fort Lauderdale, Florida 33301



Dear Mr. Kerr:

Re: Platting requirements for a parcel legally described as a portion of Lot 1 and all of Lots 7-11, Block 2, "Wilma Manors," according to the Plat thereof, as recorded in Plat Book 31, Page 4, of the Public Records of Broward County, Florida, less a portion of Lot 11 for right-of-way purposes. This parcel is generally located on the northeast corner of Southwest 22 Terrace and Southwest 39 Street, in the City of Dania Beach.

This letter is in response to your correspondence regarding the Broward County Land Use Plan's platting requirements for a proposed non-residential development on the above referenced parcel.

Planning Council staff has determined that replatting is not required by Policy 2.13.1 of the Broward County Land Use Plan for the proposed development, subject to compliance with any applicable Broward County Trafficways Plan requirement.

As per the criteria of Policy 2.13.1, replatting is required for the issuance of building permits when constructing a non-residential or multi-family development, unless all of the following conditions are met:

- a. The lot or parcel is smaller than 10 acres and is unrelated to any adjacent development;
- b. The lot or parcel has been specifically delineated in a recorded plat;
- c. All land within the lot or parcel which is necessary to comply with the County Trafficways Plan has been conveyed to the public by deed or easement; and
- d. The proposed development is in compliance with the applicable land development regulations.

Leigh R. Kerr, AICP, President
May 14, 2018
Page Two

The subject parcel is less than 10 acres (approximately 2.0 acres) and meets the specifically delineated requirement. This platting interpretation is subject to the municipality finding that the proposed development is unrelated to any adjacent development, as noted in "a." above.

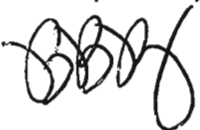
Planning Council staff notes that when a specifically delineated parcel (i.e. Lots 7-11) is combined with land which has been included in a plat recorded before June 4, 1953, but not specifically delineated (i.e. a portion of Lot 1), Policy 2.13.1 of the Broward County Land Use Plan does not require replatting if the specifically delineated portion of the parcel constitutes the majority of the enlarged parcel; the specifically delineated portion constitutes a majority of the enlarged parcel.

Some jurisdictions may be more restrictive and require platting in more situations than the Broward County Land Use Plan. The City of Dania Beach's platting requirements should be investigated.

The contents of this letter are not a judgment as to whether this development proposal complies with the Broward County Trafficways Plan, permitted uses and densities, local zoning, the land development regulations of the municipality or the development review requirements of the Broward County Land Use Plan, including concurrency requirements.

If you have any additional questions regarding the Broward County Land Use Plan's platting requirements, please contact Kenneth Wenning, Planner, at your convenience.

Respectfully,



Barbara Blake Boy
Executive Director

BBB:KJW

cc: Robert Baldwin, City Manager
City of Dania Beach

Marc LaFerrier, AICP, Director, Community Development Department
City of Dania Beach





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2018-ASO-11258-OE



Issued Date: 07/11/2018

Mr. Ray Parker
Dixie Southland Corp.
810 NE 20TH Avenue
Fort Lauderdale, FL 33304

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Southland NWC
Location:	Dania Beach, FL
Latitude:	26-04-26.33N NAD 83
Longitude:	80-10-11.48W
Heights:	6 feet site elevation (SE) 30 feet above ground level (AGL) 36 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 1.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 07/11/2020 unless:

- the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- extended, revised, or terminated by the issuing office.
- the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the DC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colorado Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

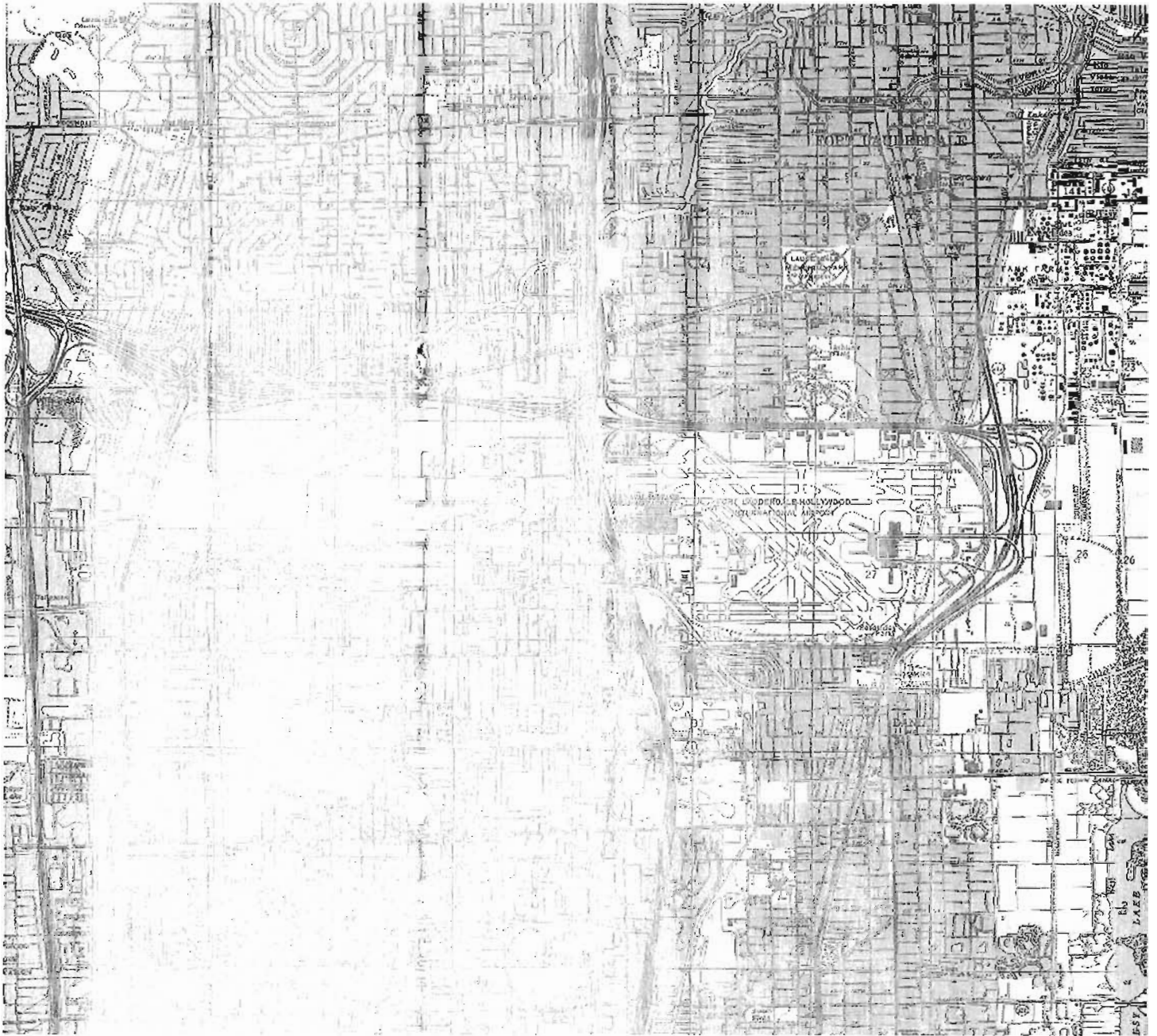
If we can be of further assistance, please contact our office at (404) 305-6462, or mike.blaich@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2018-ASO-11258-OE.

Signature Control No: 366958499-369956213

(DNE)

Michael Blaich
Specialist

Attachment(s)
Map(s)





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2018-ASO-11257-OE

Issued Date: 07/11/2018

Mr. Ray Parker
Dixie Southland Corp.
810 NE 20TH Avenue
Fort Lauderdale, FL 33304



**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Southland SEC
Location:	Dania Beach, FL
Latitude:	26-04-25.66N NAD 83
Longitude:	80-10-09.93W
Heights:	6 feet site elevation (SE) 30 feet above ground level (AGL) 36 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 1.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 01/11/2020 unless:

- the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- extended, revised, or terminated by the issuing office.
- the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (404) 305-6462, or mike.blaich@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2018-ASO-11257-OE.

Signature Control No: 366958498-369956211

(DNE)

Michael Blaich
Specialist

Attachment(s)
Map(s)





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2018-ASO-11256-OE

Issued Date: 07/11/2018

Mr. Ray Parker
Dixie Southland Corp.
810 NE 20TH Avenue
Fort Lauderdale, FL 33304

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Southland NEC
Location:	Dania Beach, FL
Latitude:	26-04-26.36N NAD 83
Longitude:	80-10-09.95W
Heights:	5 feet site elevation (SE) 30 feet above ground level (AGL) 16 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 1.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 01/11/2020 unless:

- the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- extended, revised, or terminated by the issuing office.
- the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

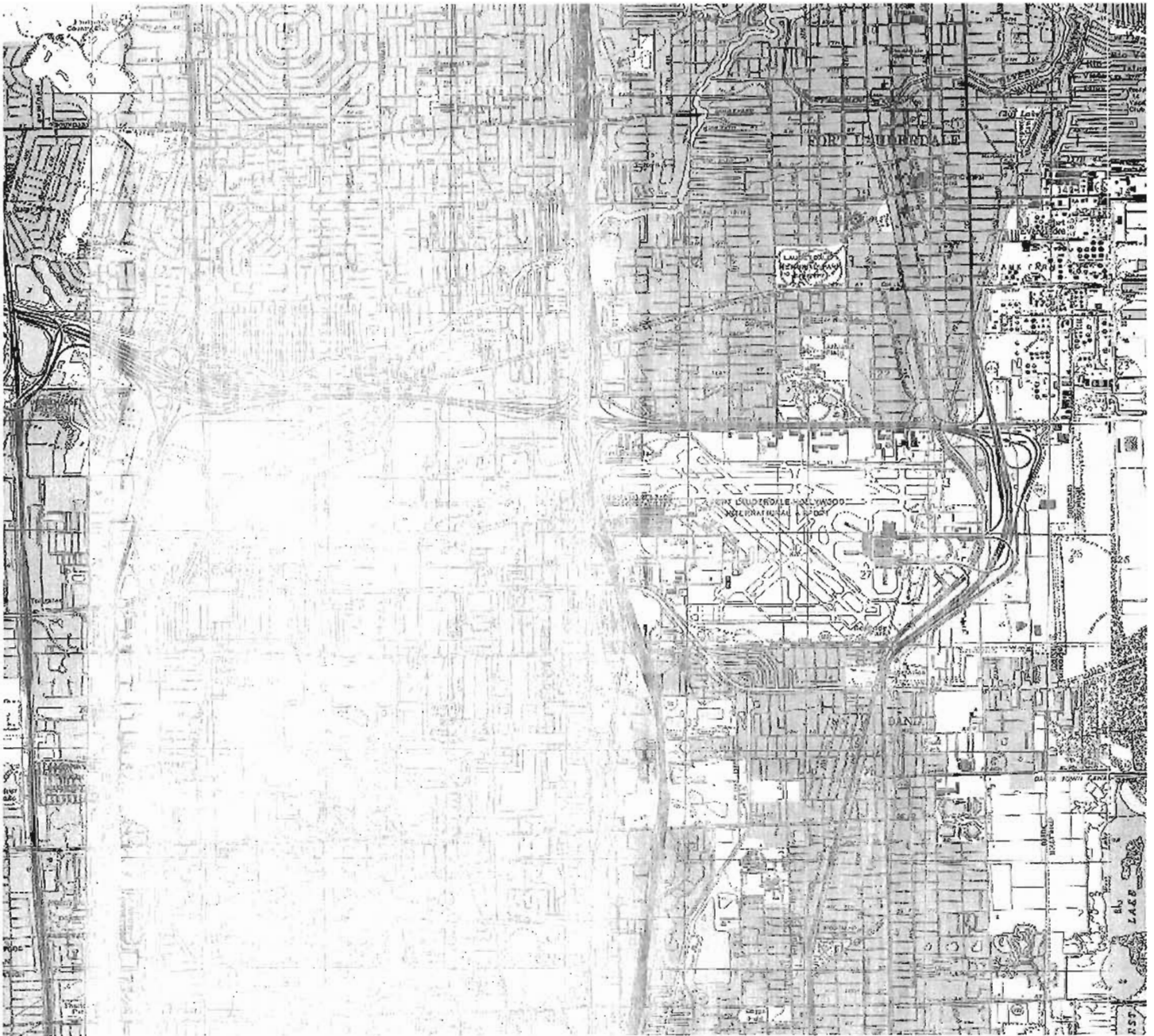
If we can be of further assistance, please contact our office at (404) 305-6462, or mike.blaich@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2018-ASO-11256-OE.

Signature Control No: 366958497-369956210

(DNE)

Michael Blaich
Specialist

Attachment(s)
Map(s)





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2018-ASO-11259-OE

Issued Date: 07/11/2018

Mr. Ray Parker
Dixie Southland Corp.
810 NE 20TH Avenue
Fort Lauderdale, FL 33304



**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Southland SWC
Location:	Dania Beach, FL
Latitude:	26-04-25.63N NAD 83
Longitude:	80-10-11.47W
Heights:	6 feet site elevation (SE)
	30 feet above ground level (AGL)
	36 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 1.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 01/11/2020 unless:

- the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- extended, revised, or terminated by the issuing office.
- the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

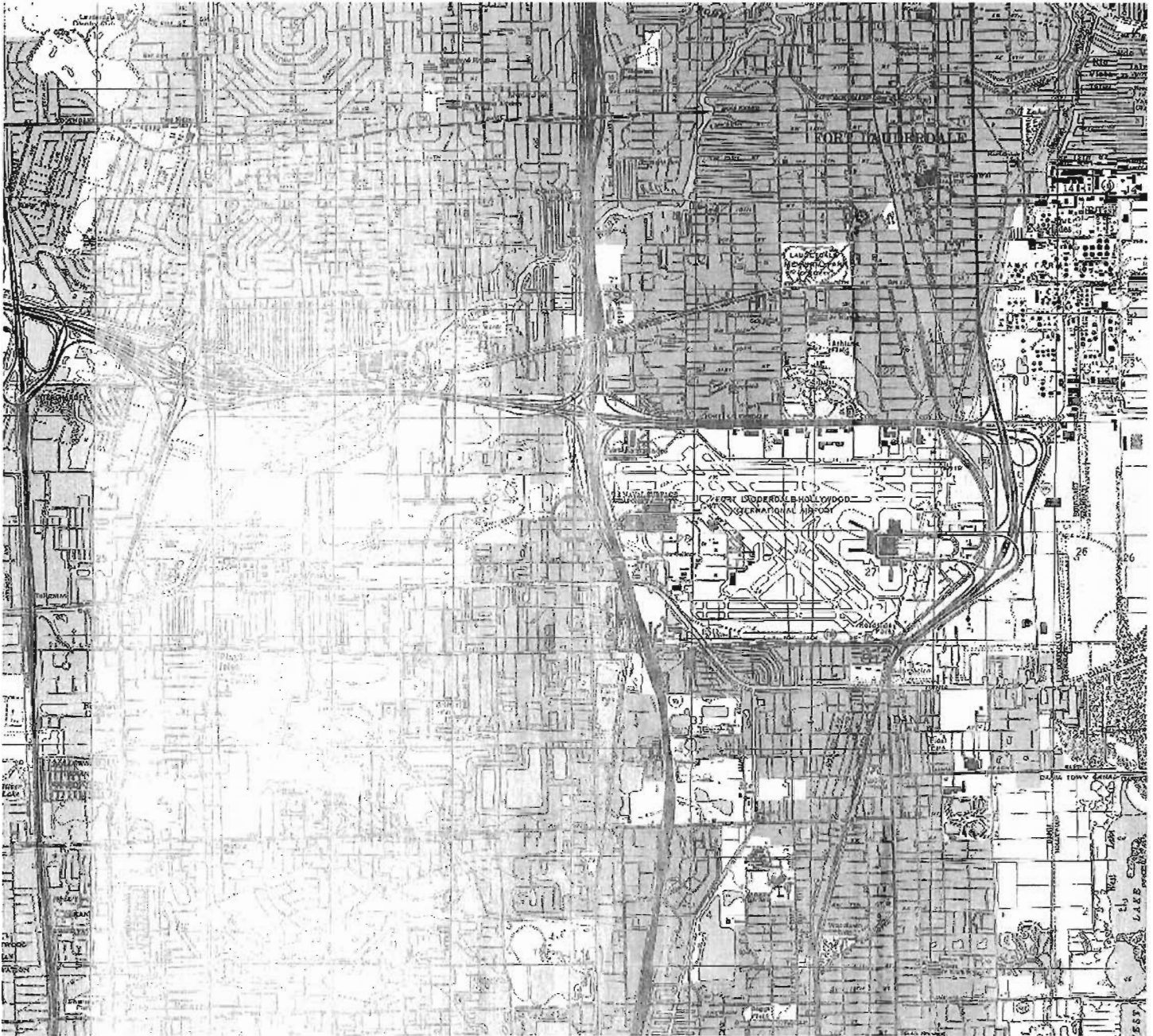
If we can be of further assistance, please contact our office at (404) 305-6462, or mike.blaich@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2018-ASO-11259-OE.

Signature Control No: 366958500-369956212

(DNE)

Michael Blaich
Specialist

Attachment(s)
Map(s)





LANDSCAPE ARCHITECT CONSULTANTS, INC.

5215 West Broward Boulevard, Plantation, FL, 33317

954-581-1110

fax 954-581-7118

July 11, 2018

**Project name: 811 LLC Storage
Attn: Landscape Reviewer, Ryan St. George
City of Dania Beach , Florida**



Responses to comments dated June 21, 2018

1) Several specimen trees are proposed for removal. Provide a report from a certified arborist, containing color photographs, that:

- a. Clarifies the condition rating of each specimen tree*
- b. Identifies any notable defects contributing to a decreased condition rating accompanied by a photograph of the defect*
- c. Identify which specimen trees are candidates for relocation. If a tree is deemed not a candidate for relocation, provide a description of why accompanied by a photograph and description of each factor contributing to that determination.*

RESPONSE: A Certified Arborist Report (Visuals Tree Assessment) is provided with the Landscape Plans identifying specimen trees to be removed.

2) Provide the specimen tree values for each specimen tree on site per Sec. 825-140.

RESPONSE: In the Certified Arborist Report (Visuals Tree Assessment) the evaluation of each specimen tree to be removed per section 825-140

3) The tree survey table provided on sheet TS-1 is not sufficiently legible. Please provide a larger or clearer table in the next submittal.

RESPONSE: The tree survey table was enlarged for legibility.

4) Scale the tree symbols on sheet TS-1 to match canopy spread.

RESPONSE: The tree symbols match the canopy size of the trees in the tree survey table.

5) Trees 18-31 (Oaks only) all are listed at the same canopy (10' spread). Please verify that this is a correct representation of canopy area regulated by the City.

RESPONSE:

The trees in this area are clustered and with each tree canopy spreading outward from the center. On average the trees display a 10 foot canopy within the cluster.

6) Provide an explanation how the proposed development complies with all components of Sec. 825-80 (B) "Demonstration of need for tree removal".

RESPONSE:

Sec. 825-80 (B) "Demonstration of need for tree removal".

(1) The applicant has made every reasonable effort to incorporate existing trees and to minimize the number of trees removed;

There is a cluster of trees within, and a few trees at the perimeters of the, site that will remain for the development of site. If the majority of the trees were not in very poor conditions, they would have remain as a part of the landscape development. The majority of the tree removed had structural decay, and would be hazardous to the safety of the public.

(2) The trees proposed to be removed are the minimum number necessary; and the trees proposed to be removed are of poor quality and appearance, are damaging existing improvements, are creating ongoing safety problems for existing development, or are growing in too close proximity to other trees to permit normal growth and development of affected trees consistent with good forestry practices.

The trees being removed are in poor condition when compared to healthy trees of the same maturity. The trees have server canopy damage and visible decay. If these tree were to remain for the zoned industrial development of the site, these trees will cause a safety problem.

(3) The applicant must relocate the trees to be removed. If relocation is not a viable solution, an applicant shall replace removed trees. If it is determined that an applicant cannot relocate nor replace removed trees, the applicant shall pay the appropriate fee into the tree preservation trust fund.

Tree relocation is not a viable option due to the overhead wired, and the extreme unlikelihood that trees will survive the relocation.

7) *The amount of canopy SF proposed for removal on sheet TS-1 and canopy listed to be mitigated on sheet LP-1 do not match. All canopy proposed to be removed shall be mitigated per Sec. 825 requirements. Note that mitigation for new or amended developments is an additional 50%.*

RESPONSE: The mitigation values were corrected to meet Sec. 825 requirements.

8) *The number of trees along the south border does not match the number listed in the table on sheet LP-1. Please clarify.*

RESPONSE: The street and the interior landscape trees are in front of landscape wall. The tree are labeled to reflected the appropriate requirement.

LANDSCAPE ARCHITECT CONSULTANTS, INC.

9) *The number of shade, intermediate, and small trees and palms does not meet and/or exceeds the thresholds of Sec. 275-190. Provide the correct number of trees per this section. It is noted that overhead powerlines may conflict with large-growing mature trees in some areas. If Sec. 275-190 requirements cannot be met, provide an approved variance.*

RESPONSE: Due to site constraints, Sec. 275-190 cannot be met, and therefore a variance will be request to resolve the requirement. A table has been added to the plans to reflect what can be met.

10) *Caliper and DBH measurements are not equivalent. Please remove references to caliper and indicate only DBH to ensure conformance with Sec. 275-190.*

RESPONSE: The trees were measured in DBH, the tree survey table reflects the correction.

11) *Revised Terminal peninsulas do not meet Sec. 275-100 requirements. Provide the minimum width and length per Sec. 275-100 (D) and Provide two category one trees per peninsula.*

RESPONSE: The number of terminal peninsula tree cannot be met due to easements and overhead utility constraints. Efforts have been made to provide tree that are suitable for the site's conditions. Palm trees with small root balls are provided in areas with the least conflict.

12) *Per Sec. 275-190(H)(7)(a), shade trees shall have a planting space of a minimum 15 feet in the smallest dimension. The current proposed planting spaces for shade trees adjacent to SW 39th Street do not meet this requirement. Provide a minimum of 225 square feet with a minimum of 15 feet as the smallest dimension for all shade trees as required. Additionally, these trees are proposed only four feet from a sidewalk; adequate planting area along with root barriers is necessary to prevent root damage to the sidewalk.*

RESPONSE: Proposed Trees adjacent to SW 39th Street are under overhead utilities. Intermediate size trees are proposed and the minimum 90 SQ. FT. of planting is met.

13) *Indicate the location of all root barriers meeting Sec. 275-190 requirements. Provide a root barrier detail.*

RESPONSE: Root barriers are labeled on the LP-1 and details are provided on sheet LP-2.

14) *Provide a summary of "trees-to-remain" and specifically address how they apply towards satisfaction of each applicable code requirement.*

RESPONSE: A brief summary of the existing trees to remain are on the sheet LP-1 in the Landscape code table.

15) *Obtain/provide a variance for each of the deficiencies identified in the landscape code table on Sheet LP-1*

LANDSCAPE ARCHITECT CONSULTANTS, INC.

RESPONSE: Comment Acknowledged, variance will be pursued for following code requirements

VARIANCE REQUEST OUTLINE

Due to site constraints, Sec. 275-190(C), a variance will be requested for the following Code Requirement.

SEC. 275-100

Where the applicant cannot meet the requirement for minimum of two (2) category 1 trees in terminal landscape peninsulas 1 category tree is place where in the terminal landscape peninsulas. Where landscape end islands are in utility easement, a palm tree with small root ball is proposed.

SEC. 275-190

Where the applicant cannot meet the requirement for plant material do to easement and overhead utilities, efforts have been made to meet the native requirement. Mitigation for required shade tree will be provided with monetary contribution to the City Tree Fund. See Arborist report for tree appraisals and values

EXCEPTION

SEC. 275-110 (D)(4)

Per meeting with city (4/24/18), walls are allowed to be on the edge of interior landscape to reveal more landscape on street side.

Respectfully submitted,

Abdias Dalisma
abdias@lacfl.com
Landscape Architect Consultants, Inc.

JOHN B. SMITH ENGINEERS, INC.

250 S.W. 6th PLACE
POMPANO BEACH, FL 33068
E-Mail: JOHNBSMITH@ATT.NET



July 11, 2018

Mr. Ronnie Navarro, P.E.
City Engineer
City of Dania Beach
1201 Sterling Road
Dania Beach, FL 33004

**RE: 811, LLC STORAGE FACILITY
SP-028-18**

Dear Mr. Navarro:

The following are additional Engineering information as discussed at the June 28th DRC meeting.

1. Attached are revised Civil plans which include a note stating That "All damaged adjacent roadways will be repaired/replaced as required by the developer".
2. Attached is the revised traffic study as requested.
3. This is to advised that the drainage system designed for the project meets the requirements and parameters of the City.

We hope that this information is sufficient for your department to allow this project to go forward in the approval process. If any additional information is required, please do not hesitate to contact this office.

Very truly yours,

JOHN B. SMITH ENGINEERS, INC.

A handwritten signature in black ink, appearing to read "R. C. Smith".

Robert C. Smith, P.E.

Cc: Frank Perez, Ray Parker

CODB.BLD.PLAN REVIEW.811LLC

July 10, 2018

Raymond C. Parker, President
Dixie Southland Corp./811, LLC
810 NE 20th Avenue
Fort Lauderdale, Florida 33304



RE: **Traffic Statement for Proposed 811 LLC Storage (Revised)**
3899 Ravenswood Road, Dania Beach, Florida
Keith & Schnars Project No. 18386

Dear Mr. Parker,

This letter will serve as the Traffic Impact Statement (TIS) to be submitted to the City of Dania Beach as required for the review and approval of the proposed **811 LLC Storage** project (SP-28-18) consisting of a 8,378 square feet, one-story, storage warehouse with office facility and located at 3899 Ravenswood Road, Dania Beach, Florida (see **Figure 1**). This TIS letter is a revision of the original May 14, 2018 TIS and incorporates review comments provided by City staff.

GENERAL DESCRIPTION

The proposed project site is 1.99 acres and is currently vacant. The site is bounded on the east by Ravenswood Road (aka Anglers Avenue), on the south by SW 39th Street, on the west by SW 22nd Terrace, and on the north by SW 38th Street and an existing facility. The site plan for the proposed project is provided as **Attachment A**.

The 8,378 square foot facility is composed of 5,248 square feet of warehouse space and 3,130 square feet of office.

The proposed project will have four access driveways, one on each adjacent street (see **Attachment A**). The driveways on SW 36th Street, SW 38th Street, and SW 22nd Terrace will be gated with restricted access. The access driveway on Ravenswood Road will not be gated. Sight triangles of 25 feet have been applied at this access.

Ravenswood Road (aka Anglers Avenue) is a 2-lane undivided north-south county road that extends from SR-84 in the north to Stirling Road in the south. The posted speed limit is 40 mph in the area of the proposed project. SW 39th Street is a local 2-lane undivided street that extends approximately 0.4 miles between Ravenswood Road and SW 25th Avenue. SW 38th Street and SW 22nd Terrace are both 2-lane undivided local roads serving the immediate area around the proposed site.

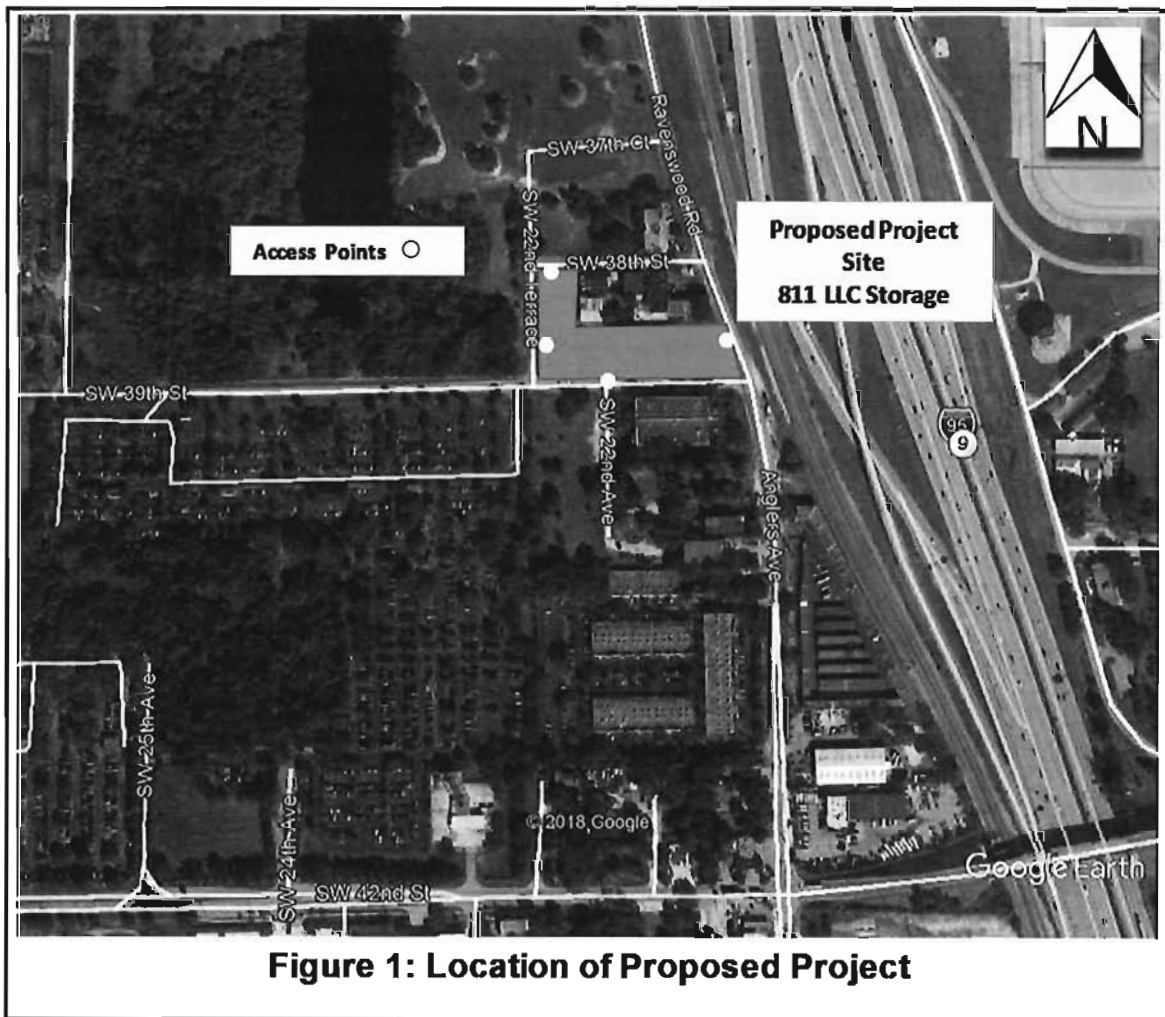


Figure 1: Location of Proposed Project

TRIP GENERATION

The City of Dania Beach staff requested that the trip generation analysis for the 8,378 square foot facility be determined based on the following breakdown:

- Warehouse -- 5,248 square feet, and
- Office – 3,130 square feet.

Daily and peak-hour trip rates and/or formula developed from data in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual, 10th Edition* were applied to the proposed project. The following land use categories (LUC) were applied:

- LUC 150 – Warehousing, and
- LUC 712 – Small Office Building.

Tables 1 and 2 summarize, respectively, the estimated daily and PM peak-hour traffic for the proposed project. The project is estimated to generate 107 daily trips and 9 PM peak-hour trips (3 trips inbound and 6 trips outbound).

Table 1
Daily Project Trip Generation

Proposed Use	Density	Units	Land Use Code and Description		ITE 10 th Edition Daily Trip Generation Rate or Formula [1]	Daily Trips	Inbound		Outbound	
							%	Trips	%	Trips
Warehouse	5,248	sq. ft.	150	Warehousing	$T = 1.58(X) + 45.54$	54	50%	27	50%	27
Office	3,130	sq. ft.	712	Small Office Building	$T = 16.91(X)$	53	50%	26	50%	27
TOTAL DAILY TRIPS =						107	50%	53	50%	54

NOTES:

[1] Trip rates and distribution are based on the Institute of Transportation Engineers' Trip Generation, 10th Edition.
 T = Number of trips; X = Area in square feet / 1,000 square feet

Table 2
PM Peak-Hour Project Trip Generation

Proposed Use	Density	Units	Land Use Code and Description		ITE 10 th Edition PM Peak-Hour Trip Generation Rate or Formula [1]	PM Peak-Hour Trips	Inbound		Outbound	
							%	Trips	%	Trips
Warehouse	5,248	sq. ft.	150	Warehousing	$T = 0.19(X)$	1	27%	0	73%	1
Office	3,130	sq. ft.	712	Small Office Building	$T = 2.45(X)$	8	32%	3	68%	5
TOTAL PM PEAK-HOUR OF ADJACENT STREET TRAFFIC BETWEEN 4 AND 6 PM =						9	33%	3	67%	6

NOTES:

[1] Trip rates and distribution are based on the Institute of Transportation Engineers' Trip Generation, 10th Edition.
 T = Number of trips; X = Area in square feet / 1,000 square feet

The City of Dania Beach has a Checklist Threshold Levels of Analysis which defines the level of traffic analysis required based on the expected number of PM peak-hour trips. **Table 3** presents the criteria and required sections for each level. As noted in **Table 2**, the proposed project is expected to generate less than 10 trips in the PM peak-hour; as such, the traffic study is limited only to sections: (1) a description of the proposed project, and (2) a trip generation analysis.

Table 3
Checklist Threshold Levels of Analysis City of Dania Beach

Project Traffic Levels	Sections to Complete
1. Less than 10 peak-hour trips generated	Sections 1 and 2 only
2. 11 to 49 peak-hour trips generated	Sections 1, 2, 4, and 5 only
3. More than 50 peak-hour trips generated	All sections

CONCLUSION

The proposed 8,378 square foot, one-story, storage warehouse with office facility located at 3899 Ravenswood Road, Dania Beach, will generate 107 daily trips and 9 PM peak-hour trips. As per the City of Dania Beach's Checklist Threshold Levels of Analysis, the traffic study is limited to (1) a description of the proposed project, and (2) a trip generation analysis which are presented here. No significant traffic impact is anticipated.

If additional information is required, please do not hesitate to call me at 954-776-1616, Ext. 6730.

Respectfully,
KEITH & SCHNARS
Certificate of Authorization #1337

Engineer's Certification:

I, Jose Luis Rodriguez, certify that I currently hold an active Professional Engineer's License in the State of Florida and I am competent through educational experience to provide engineering services in the civil and traffic engineering disciplines contained in this report. I further certify that this traffic statement was prepared by me or under my responsible charge as defined in Chapter 61G15-18.001 F.A.C. and that all statements, conclusions and recommendations made herein are true and correct to my knowledge and ability.


Jose Luis Rodriguez, P.E.
Date: July 10, 2018
Professional Engineer, State of Florida License No. 45596

Attachment

Cc: John P. Krane, P.E., Keith & Schnars

ATTACHMENT

Site plan: 811 LLC STORAGE

PK LC YL

[illegible]



**BROWARD SHERIFF'S OFFICE
DEPARTMENT OF FIRE RESCUE AND EMERGENCY SERVICES
FIRE MARSHAL'S BUREAU
DANIA BEACH DISTRICT
103 West Dania Beach Boulevard
Dania Beach, FL 33004
Phone: (954) 342-4262
Fax: (954) 342-4265**



APPLICATION FOR APPROVAL OF THE FIRE PROTECTION WATER SUPPLY DESIGN

Date of Application: 5/31/2018

Site Plan Application #: PZ# SP-28-18

Name of Project/Development: 811 L.L.C.

Address of Project/Development: 3899 Ravenswood Road, Dania Beach, FL

Owner/Agent: 811 L. L. C.

Design Professional of Record: John B. Smith, Engineers, Inc.

Water Purveyor: Broward County Board of County Commissioners, Water and Wastewater Services

Water Purveyor Address: 2555 West Copans Road, Bldg. 1, Pompano Beach, FL 33069

In order for the Broward Sheriff's Office, Department of Fire Rescue, Fire Marshal's Bureau to provide an approval letter for the adequacy of the fire protection water supply design for the above referenced project, the following information must be provided:

Affirmation of Compliance with Fire Protection Water Supply Design Requirements:

1. The Type of Construction" is III - 200 in accordance with NFPA 220.
2. The total fire protection water supply needed for manual firefighting (fire flow) and fire sprinkler/standpipe operations is 2,000 gallons per minute. (In compliance with water supply requirements for manual firefighting operations in accordance NFPA 1 (2012 Ed.), Chapter 18, Section 18.4 and the Broward County Land Development Code; and the water supply necessary for fire sprinkler and standpipe operations in accordance with the currently adopted editions of NFPA 13 and NFPA 14).
3. Statement of verification from the design professional of record, on official company letterhead, that the proposed water main sizing, fire hydrant spacing, and fire hydrant locations, are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code. (Attach signed and sealed document).

This will affirm that the above stated information and attached statement of verification for this project/development is accurate and can be relied on for the requested approval letter to the applicable water purveyor.

Signature - Owner/Agent/Occupant:

7/10/18
Date

Signature - Design Professional of Record

7/10/18
Date

JOHN B. SMITH ENGINEERS, INC.

250 SW 6TH PLACE
POMPAÑO BEACH, FL 33060



July 8, 2018

**DIXIE SOUTHLAND CORP./811, LLC
NEEDED FIRE FLOW REQUIREMENTS (NFFi)**

$$NFFi = (Ci)(Oi)\{1.0+(x+p)i\}$$

Ci = 18 (F) (A)^{0.5}
= Required Fire Flow in GPM (Rounded up to next 250 GPM)
F = Coefficient Related to Class of Construction
1.0 – Joisted Masonry (Class 2 Construction)
A = Square Footage of Building
= 9,940 S.F. Total
Ci = 18 (1.0) (9,940)^{0.5}
= 1,795 GPM (Rounded up to next 250 GPM)
= 2,000 GPM
Oi = 1.0 (Combustible)
Xi = 0
Pi = 0
NFF = (2000)(1.0){1.0+(0+0)}
= 2000 GPM

Prepared by:

JOHN B. SMITH ENGINEERS, INC.

Robert C. Smith, P.E.
Professional Engineer No. 31177
State of Florida

RCS/db

cc: file



Public Works Department
WATER AND WASTEWATER SERVICES
2555 West Copans Road, Pompano Beach, Florida 954-831-0704 FAX 954-831-0708

HYDRANT FLOW AND PRESSURE TEST RESULTS

DATE: May 22, 2018

WORK ORDER:

CUSTOMER NAME: 811 LLC

ADDRESS: 810 NE 20th AVE, Fort Lauderdale, FL 33304

PHONE # 954-768-0274

FAX# 954-768-0276

LOCATION: 3901 S Ravenswood Road, Dania Beach 33312

HYDRANT #1: PHR30605101

LOGGER SN# 206276

HYDRANT #2: PHR30605701

LOGGER SN# 341202

HYDRANT #3: PHR30603901

LOGGER SN# 206120

HYDRANT # 1	DATE	TIME	PRESSURE
STATIC	05/22/2018	11:30:45 AM	72.552
RESIDUAL	05/22/2018	11:50:15 AM	63.492

HYDRANT # 2	DATE	TIME	
FLOW Single	05/22/2018	11:49:45 AM	1151.3
PRESSURE	05/22/2018	11:49:45 AM	63.370

HYDRANT # 3	DATE	TIME	
FLOW Dual	05/22/2018	11:53:15 AM	740.2
PRESSURE	05/22/2018	11:53:15 AM	61.148

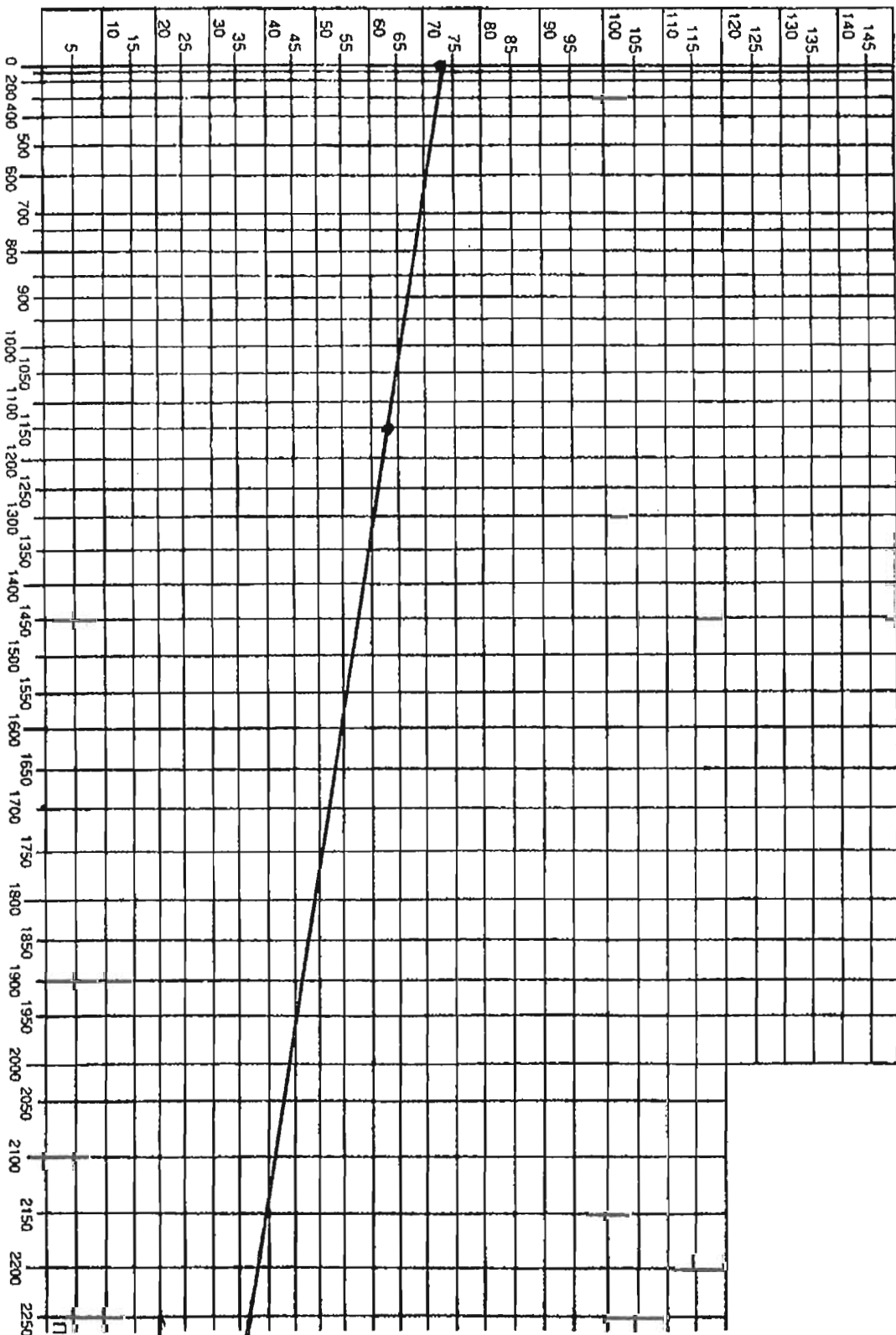
811 LLC

STATIC PRESSURE:

NUMBER OF OUTLETS & ORIFICE SIZE P/TOT PRESSURE FLOW (U.S.G.P.M.) RESIDUAL PRESSURE

#1	72.55	1151	68.44
#2			
#3			
#4			

PRESSURE P.S.I.G.



FLOW U.S. G.P.M.

20 PSI
FLOW
2000

JOHN B. SMITH ENGINEERS, INC.**DRAINAGE CALCULATIONS****PROJECT INFORMATION**

NAME 811 LLC **DATE** June 2018
COUNTY BROWARD **SEC** 29 **TWP** 50 S **RGE** 42 E
S.F.W.M.D. DRAINAGE DIVIDE TIDAL
LOCAL DISTRICT None
CITY Dania Beach

	PRE	POST		PRE	POST
TOTAL AREA	1.99	ACRES			
BUILDINGS	-	0.24 ACRES		-	12 %
PARKING	-	1.34 ACRES		-	67.4 %
LANDSCAPE	1.99	0.41 ACRES		100	20.6 %

PROJECT CRITERIA

100 YEAR FLOOD ELEVATION:	5.5
AVERAGE HWL ELEVATION:	2.0

100 YEAR - 3 DAY RAINFALL	17.6	INCHES
25 YEAR - 3 DAY RAINFALL	14.3	INCHES

A handwritten signature in black ink, appearing to read "R. C. Smith", followed by the date "6/15/18".

Robert C. Smith, P.E.
 Professional Engineer No. 31177
 State of Florida

JOHN B. SMITH ENGINEERS, INC.**811 LLC****SOIL STORAGE: "S"**

TOTAL PROJECT =	1.99	ACRES
-----------------	------	-------

= 100	PRE	20.6	POST	% PERVIOUS
-------	-----	------	------	------------

	<u>PRE</u>	<u>POST</u>
AVERAGE FINISH GRADE ELEVATION	6.6	6.0
AVERAGE HWL ELEVATION (-)	2.0	2.0
=	4.6	4.0

"S" =	6.75	Inches	X	100	20.6	% Pervious
=	6.75	1.4	Inches	PRE	POST	
	PRE	POST				

STORAGE VOLUMES

	100 YEAR			25 YEAR		
	<u>Pre</u>	<u>Post</u>		<u>Pre</u>	<u>Post</u>	
3 DAY RAINFALL	17.6	Inches		14.3	Inches	
"S" SOIL STORAGE	(-) 6.75	1.4	Inches	(-) 6.75	1.4	Inches
TOTAL	= 10.85	16.2	Inches	= 7.65	12.9	Inches

	<u>Pre</u>	<u>Post</u>			<u>Pre</u>	<u>Post</u>			ELEVATION FROM STAGE STORAGE	
	<u>Pre</u>	<u>Post</u>			<u>Pre</u>	<u>Post</u>			<u>Pre</u>	<u>Post</u>
100 YEAR	10.85	16.2	INCHES X	1.99	AC. =	1.80	2.70	AC.-FT.	7.5±	7.5±
	12			TOTAL PROJECT						
25 YEAR	7.55	12.9	INCHES X	1.99	AC. =	1.25	2.14	AC.-FT.	7.25±	7.25±
	12			TOTAL PROJECT						

JOHN B. SMITH ENGINEERS, INC.
WATER QUALITY

811 LLC

RETAIN GREATER OF TWO:

1. FIRST INCH OF RUNOFF:

$$\frac{1 \text{ INCH}}{12} \times \frac{1.99}{\text{TOTAL PROJECT}} \text{ AC.} = \underline{0.166} \text{ AC. - FT.}$$

2. 2.5 INCHES X THE IMPERVIOUS AREAS PERCENTAGE (%):

A. IMPERVIOUS AREA PERCENTAGE

$$\frac{0.99}{\text{TOTAL PROJECT}} \text{ AC.} - \left(\frac{-}{\text{LAKES}} \text{ AC.} + \frac{0.24}{\text{BUILDING}} \text{ AC.} \right)$$

$$= \frac{1.75}{\text{TOTAL}} \text{ AC.}$$

$$\left(\frac{1.34}{\text{PARKING}} \text{ AC.} + \frac{-}{\text{ROADS}} \text{ AC.} \right) / \frac{1.75}{\text{TOTAL}} \text{ AC.}$$

$$= \underline{77} \% \text{ IMPERVIOUS}$$

$$\frac{2.5 \text{ INCHES}}{12} \times \underline{27} \% \text{ IMPERVIOUS} \times \left(\frac{1.99}{\text{TOTAL PROJECT}} \text{ AC.} - \frac{-}{\text{LAKE}} \text{ AC.} \right)$$

$$= \underline{0.32} \text{ AC. - FT.}$$

$$= \underline{\hspace{2cm}} \text{ AC. - FT.} \times 75\% \quad (\text{DRY DETENTION})$$

$$= \underline{\hspace{2cm}} \text{ AC. - FT.} \times 50\% \quad (\text{RETENTION})$$

$$\text{REQUIRED RETENTION/DETENTION} = \underline{0.} \text{ AC. - FT.}$$

3. FIRST 1/2"

$$\frac{1.99}{\text{TOTAL PROJECT}} \text{ AC.} \times 0.5/12 = \underline{0.083} \text{ AC. - FT.}$$

JOHN B. SMITH ENGINEERS, INC.

250 SW 6TH PLACE
POMPANO BEACH, FL 33060

811 LLC

STAGE - STORAGE**PRE DEVELOPMENT****ELEV****AF**

7.0

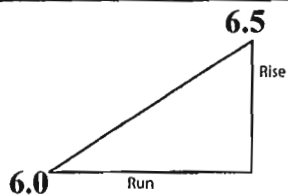
0.8

7.5

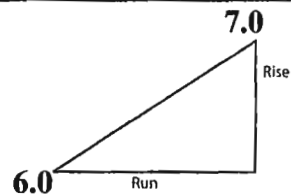
1.8

AVERAGE EXISTING EL 6.6

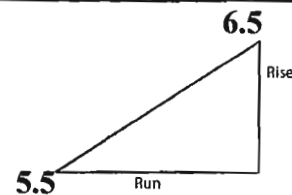
1.99 AC

POST DEVELOPMENT**Pavement****Pavement****Landscape****Drainfield**

1.0 AC



3.4 AC



0.4 AC

0.54AF

ELEV.**TOTAL**

6.0	0.125	-	0.1	0.54	0.765
6.5	0.25	0.085	0.2	0.54	1.075
7.0	0.75	0.17	0.4	0.54	1.85
7.5	1.15	0.34	0.6	0.54	2.73

JOHN B. SMITH ENGINEERS, INC.

250 SW 6TH PLACE, POMPANO BEACH, FL 33060

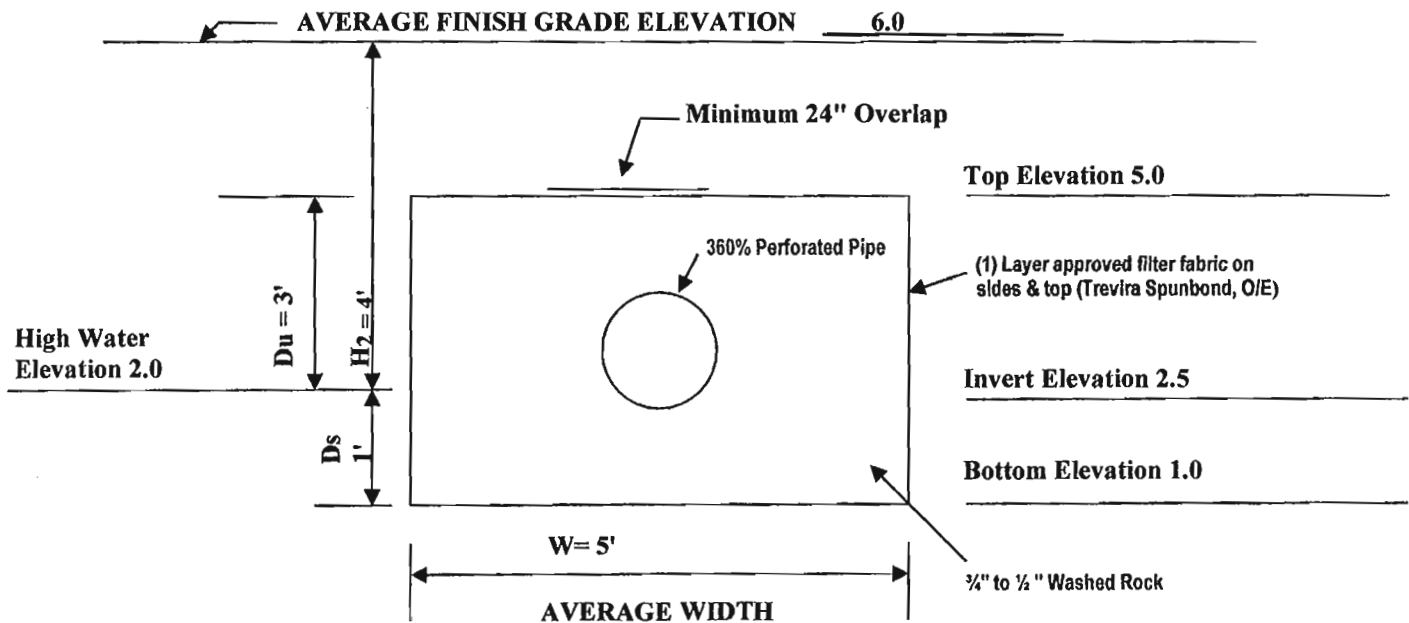
PHONE (954) 763-4177 EMAIL: JOHNBSMITH@ATT.NET

Page 5

PROJECT: 811 LLC

DATE: June 2018

S.F.W.M.D. DRAINFIELD DESIGN



$$K = \text{HYDRAULIC CONDUCTIVITY} = \underline{1.1} \quad \times 10^{-4} \quad (\text{CFS/FT}^2 - \text{FT HEAD})$$

$$L = \text{LENGTH OF DRAINFIELD} = \underline{955} \quad \text{FEET}$$

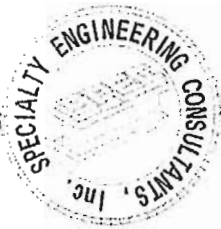
VOLUME STORED IN TRENCH:

$$\begin{aligned} V \text{ (FT}^3\text{)} &= 0.5 \times W \times Du \times L \\ &= \underline{0.5 \times 5 \times 3 \times 955} \\ &= \underline{7162} \end{aligned}$$

VOLUME EXFILTRATED:

$$\begin{aligned} V \text{ (FT}^3\text{)} &= 3600 \times K \times L \times (H_2 W + 2 H_2 Du - Du^2 + 2 H_2 Ds) \\ &= \underline{3600(1.5)(955)(4(5) + 2(4)3 - 3^2 + 2(4)1)} \\ &= \underline{16262} \text{ FT}^3 \end{aligned}$$

$$\begin{aligned} \text{TOTAL} &= \text{VOLUME STORED} + \text{VOLUME EXFILTRATED} \\ &= \underline{7162} \text{ FT}^3 + \underline{16262} \\ &= \underline{23424} \text{ FT}^3 \\ &= \underline{0.54} \text{ AC - FT} \end{aligned}$$



SPECIALTY ENGINEERING CONSULTANTS, Inc.

Dade • Broward • Palm Beach

MAY 11, 2018

Lab No. 7180526-EX2

TEST REPORT OF: S. F. W. M. D. Exfiltration
(FDOT Usual Open Hole)

CLIENT: SPECIALTY ENGINEERING CONSULTANTS, INC.

ENGINEER: NOT FURNISHED

PROJECT: PROPOSED STORAGE FACILITY FOR DIXIE SOUTHLAND CORP, 811 LLC
3899 RAVENSWOOD ROAD - DANIA BEACH, FLORIDA

TESTED BY: HAROLD E. & WESLEY L. ON MAY 09, 2018

RESULTS OF TEST

TEST LOCATION: EXFILTRATION #2: APPROX. CENTER OF PARKING LOT - SOUTH END

SOIL DESCRIPTIONS

DEPTHS	
0.0- 1.0'	VERY LIGHT BROWN FINE-GRAINED SAND LITTLE ROOT, (TOPSOIL)
1.0- 2.0'	LIGHT GRAY-BROWN FINE-GRAINED SAND LITTLE LIMESTONE, (SP)
2.0- 4.5'	WHITE FINE-MEDIUM GRAINED SAND, (SP)
4.5- 6.0'	BROWN FINE-MEDIUM GRAINED SAND, (SP)
6.0- 8.0'	VERY LIGHT GRAY-BROWN FINE-MEDIUM GRAINED SAND LITTLE LIMESTONE, (SP)
8.0-10.0'	VERY LIGHT GRAY-BROWN FINE-MEDIUM GRAINED SAND, (SP)

Depth of Test Hole	10.0 ft.	
Water Table	6.33 ft.	
TIME	TOTAL FLOW - GALLONS	G.P.M.
10 MINUTES	34.1 Gallons	3.41

AVERAGE CUBIC FEET/SECOND: $Q = 0.00759719$

HYDRAULIC CONDUCTIVITY: $K = 0.00010977$

$K = 1.09765 \times 10^{-4}$ CFS/FT²/FT. HEAD

Respectfully submitted,
Specialty Engineering Consultants, Inc.

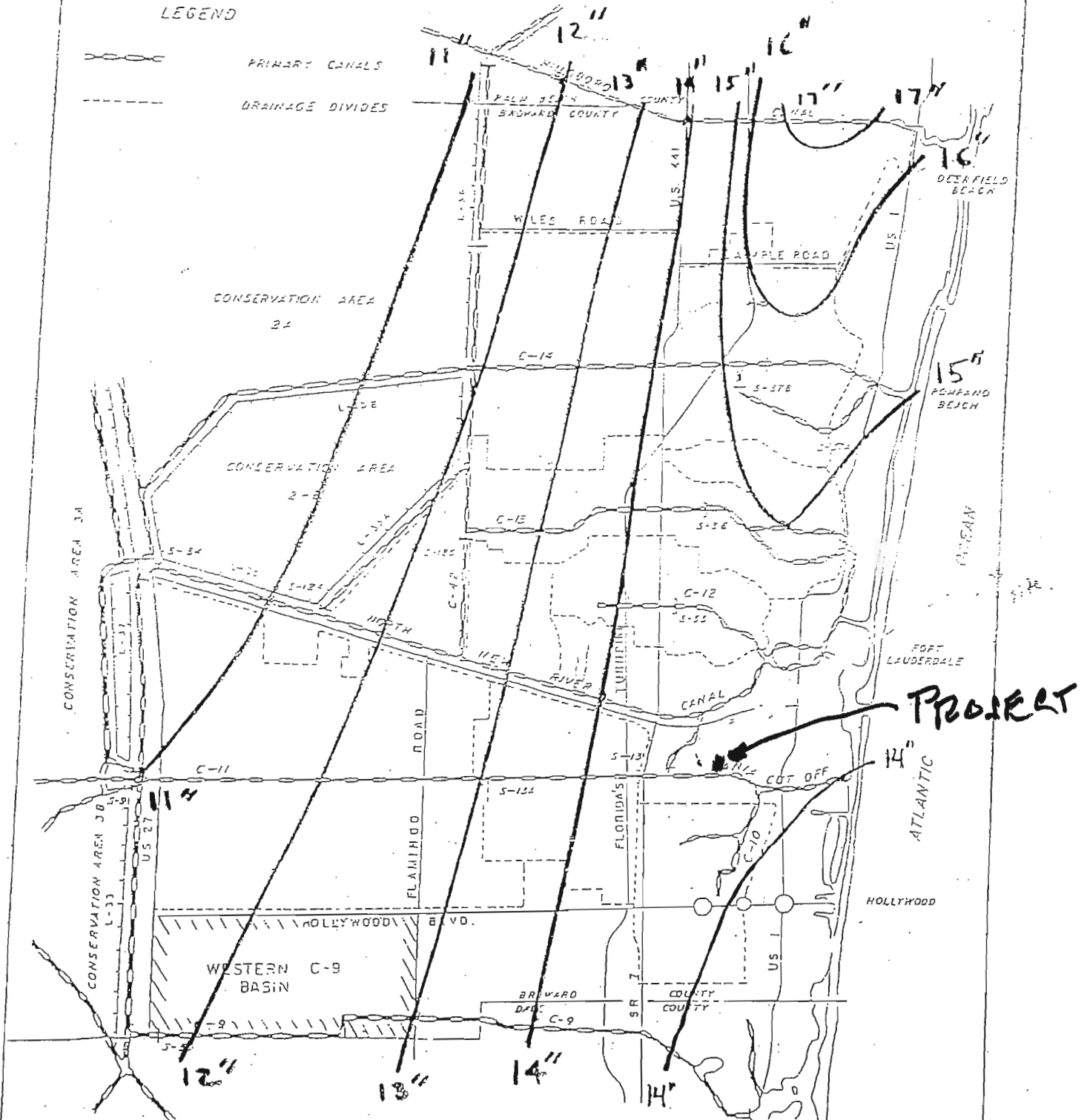
DISTRIBUTION COPY:

D. Mark LeBlanc, PE 5/15/18
State of FL Registered Professional Engineer #0035683
Registered Special Inspector #1177

811 LLC

LEGEND

PRIMARY CANALS
DRAINAGE DIVIDES



NOTE: This map available on 24"x36" sheet

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

Water Resources
Management Division

DRAINAGE DIVIDES

W.M.

1.1

1 OF 1
SHEETS

2541-3D

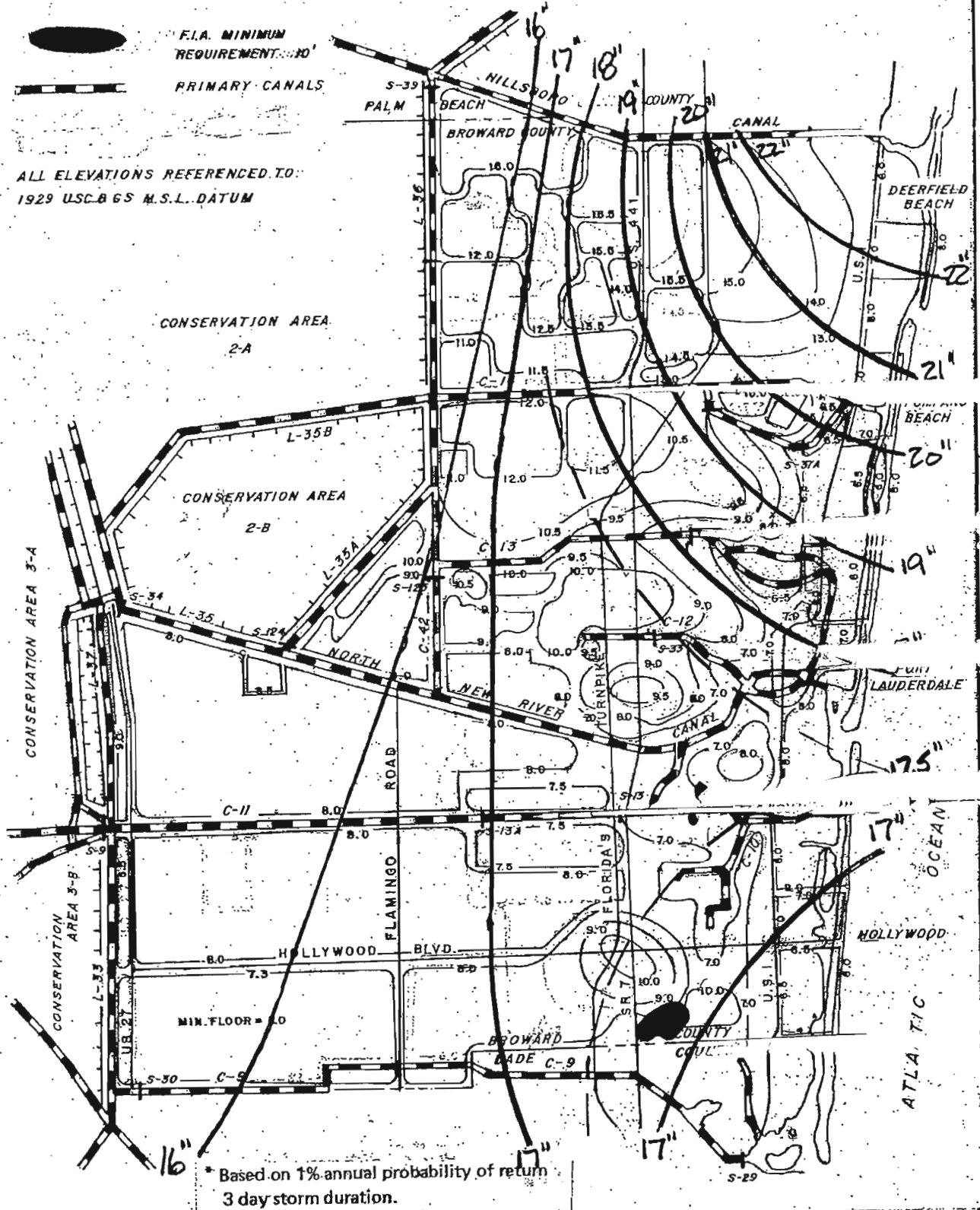
100 YEAR / 3 DAY

811 LLE

LEGEND

-  F.I.A. MINIMUM REQUIREMENT 10'
-  PRIMARY CANALS

ALL ELEVATIONS REFERENCED TO:
1929 U.S.C. & G.S. M.S.L. DATUM



* Based on 1% annual probability of return
3 day storm duration.

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

Water Resources
Management Division

APPROVED
7-19-77
REVISED
10-86

REVISED
100 YEAR
FLOOD ELEVATION MAP

W. M.
13.1
SHEETS

JOHN B. SMITH ENGINEERS, INC.

250 S.W. 6TH PLACE
POMPANO BEACH, FL 33060
E-Mail JOHNBSMITH@ATT.NET



June 6, 2018

Broward Sheriff's Office
Department of Fire Rescue and Emergency Services
Fire Marshal's Bureau
Dania Beach District
103 West Dania Beach Boulevard
Dania Beach, FL 33004

**RE: 811 LLC
SITE PLAN NO. SP-028-18**

To Whom It May Concern:

To is to advise that the proposed fire hydrant spacing and fire hydrant locations are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code. All of the water mains associated with this project are existing.

If you should require any additional information, please do not hesitate to contact this office.

Very truly yours,

JOHN B. SMITH ENGINEERS, INC.

A handwritten signature in black ink, appearing to read "R. C. Smith".

Robert C. Smith, P.E.
Professional Engineer No. 31177
State of Florida

RCS/db

cc: file



LANDSCAPE ARCHITECT CONSULTANTS, INC.

5215 West Broward Boulevard, Plantation, Fl, 33317

954-581-1110

www.LACFL.com

Thomas J. Laubenthal
Liliana (Varela) Healey
Abdias Dalisma

Tom@lacfl.com
Lili@lacfl.com
Abdias@lacfl.com



June 5, 2018

City of Dania Beach
Planning and Landscape Division

Re: Wildlife Protection Requirements / Section 250-10

As the Landscape Architects for the project our office has been working on site in the process of mapping all of the existing landscape features of the site including trees, palms and shrub masses where wildlife habitats might be located. This process began well before hurricane Irma and included 3 rounds of on-site meetings and inspection after the hurricane. This included the post storm clean up and debris removal as well as occasional mowing's that keep the site from evolving into an objectionable appearance. Our inspections included high elevation tree inspections of broken and storm wrenched branches and bark damage.

Through the duration of our time on site we did not observe and existing nesting sites or nesting remnants in the trees, palms, shrub clumps, nor did we observe any burrows in the ground.

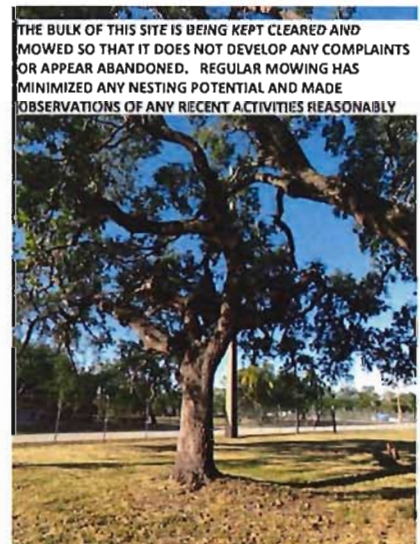
There is a fence enclosed rear side of the adjacent property building that has a significant over growth and is seldom maintained, and this area may harbor some life, but none that we have observed. This area is beyond our control.



THERE ARE SOME EXISTING EXOTIC PLANT COVERS SUCH AS SANSEVERIA AND ARECA THAT DO NOT REPRESENT ANY QUALITY HABITAT POTENTIAL.



POST STORM OBSERVATION HAVE NOT SHOWN ANY REMAINING OR NEW AND ACTIVE NESTING SITES.



THE BULK OF THIS SITE IS BEING KEPT CLEARED AND MOWED SO THAT IT DOES NOT DEVELOP ANY COMPLAINTS OR APPEAR ABANDONED. REGULAR MOWING HAS MINIMIZED ANY NESTING POTENTIAL AND MADE OBSERVATIONS OF ANY RECENT ACTIVITIES REASONABLY

There is one area of the project site that includes a cluster of oak trees and a massing of naturalized shrub materials. It is our intention that this area be left as undisturbed as possible, so that its on-site potential as a habitat can be maintained for any wildlife that may evolve after construction.



LANDSCAPE ARCHITECT CONSULTANTS, INC.
5215 West Broward Boulevard,
Plantation, FL 33317
954-581-1110

Thomas J. Laubenthal
Liliana (Varela) Healey
Abdias Dalisma

www.LACFL.com

Tom@lacfl.com

Lili@lacfl.com

Abdias@lacfl.com



ISA CERTIFIED ARBORIST VTA REPORT

ISA Certified Arborist Details

Name:	Abdias Dalisma
Qualifications:	ISA Certified Arborist FL-9295A
Date of inspection	5/2/2018
Phone	954.581.1110

Project Title

811 LLC STORAGE

Tree Inspection checklist

Tree number	5
Location	LAT 26° 4' 26.38" LONG. 80° 10' 9.63"
Genus, species	Bucida buceras (Black Olive)
DBH (inches)	24
Height (feet)	25
Square Feet Canopy	176.625

Site Factors & Past History

Inspections	Observations
Intensity of use	FENCED LOT
Exposure	ADJACENT TO EXISTING BUILDING, SOUTHWARD EXPOSURE
Previous mistreatments	HURRICANE DAMAGE
Construction injury	N/A
Incorrect planting	N/A

Structure

Inspections	Observations
Branch attachment	NO SIGNIFICANT LATERAL BRANCH ATTACHEMENTS,
Epicormic	PRESENT
Canopy	90% OF THE TREE CANOPY MAY DESTROYED BY HURRICANE DAMAGE FROM PREVIOUS YEARS
Included bark	SPREADING TREE FORM, LITTLE TO NO INTERIOR ON LATERAL BRANCHES
Open cracks	YES, ON BROKEN BRANCHES
Decay	YES, ON BROKEN BRANCHES
Leaning	SOUTHWARD, WAY FROM EXISTING BUILDING
Soil lifting/mounding	N/A
Soil movement/cracks	N/A
Severed roots	NO SIGNIFICATE SURFACE ROOTS VISIBLE
Cracks	CRACK ALONG DEAD/DYING BRACHES
Extent of compromise to branch or stem	SEVERAL DYING, DECAYED BRANCHES STILL ATTACED TO LATERAL BRANCH
Mold, cankers, attaching bodies	GUMMOSIS EMMITING FROM CRACKS
Dead wood	SEVERAL DEAD/DYING THROUGHT TREE BRANCHES







LANDSCAPE ARCHITECT CONSULTANTS, INC.
5215 West Broward Boulevard,
Plantation, FL 33317
954-581-1110

Thomas J. Laubenthal
Liliana (Varela) Healey
Abdias Dalisma

www.LACFL.com
Tom@lacfl.com
Lili@lacfl.com
Abdias@lacfl.com

ISA CERTIFIED ARBORIST VTA REPORT

ISA Certified Arborist Details	
Name:	Abdias Dalisma
Qualifications:	ISA Certified Arborist FL-9295A
Date of inspection	5/2/2018
Phone	954.581.1110

Project Title	811 LLC STORAGE
---------------	-----------------

Tree Inspection checklist	
Tree number	6
Location	LAT 26° 4' 26.509" LONG. 80° 10' 10.7"
Genus, species	Ficus aurea (Strangler Fig)
DBH (inches)	55
Height (feet)	35
Square Feet Canopy	2374.625

Site Factors & Past History	
Inspections	Observations
Intensity of use	FENCED LOT
Exposure	SOUTHWARD EXPOSURE
Previous mistreatments	HURRICANE DAMAGE
Construction injury	N/A
Incorrect planting	N/A

Structure	
Inspections	Observations
Branch attachment	CROSSING BRACHES
Epicormic	PRESENT
Canopy	90% OF THE TREE CANOPY MAY DESTROYED BY HURRICANE DAMAGE FROM PREVIOUS YEARS
Included bark	SPREADING TREE FORM, LITTLE TO NO INTERIOR ON LATERAL BRANCHES
Open cracks	YES, ON BROKEN BRANCHES
Decay	YES, ON BROKEN BRANCHES
Leaning	SOUTHWARD, WAY FROM EXISTING BUILDING
Soil lifting/mounding	N/A
Soil movement/cracks	N/A
Severed roots	SURFACE ROOT DAMAGE VISIABLE
Cracks	CRACK ALONG DEAD/DYING BRACHES
Extent of compromise to branch or stem	SEVERAL DYING, DECAYED BRANCHES STILL ATTACED TO LATERAL BRANCH
Mold, cankers, attaching bodies	LARGE CANKER PRESENT ON BRANCH
Dead wood	SEVERAL DEAD/DYING THROUGHOUT TREE BRANCHES







LANDSCAPE ARCHITECT CONSULTANTS, INC.
5215 West Broward Boulevard,
Plantation, FL 33317
954-581-1110

Thomas J. Laubenthal
Liliana (Varela) Healey
Abdias Dalisma

www.LACFL.com
Tom@lacfl.com
Lil@lacfl.com
Abdias@lacfl.com

ISA CERTIFIED ARBORIST VTA REPORT

ISA Certified Arborist Details	
Name:	Abdias Dalisma
Qualifications:	ISA Certified Arborist FL-9295A
Date of inspection	5/2/2018
Phone	954.581.1110

Project Title	811 LLC STORAGE
---------------	-----------------

Tree Inspection checklist	
Tree number	10
Location	LAT 26° 4' 26.52" LONG. 80° 10' 11.059"
Genus, species	Quercus Virginiana (Live Oak)
DBH (inches)	48
Height (feet)	35
Square Feet Canopy	1962.5

Site Factors & Past History	
Inspections	Observations
Intensity of use	FENCED LOT
Exposure	WITHIN ADJACENT CANOPY TREES
Previous mistreatments	HURRICANE DAMAGE
Construction injury	N/A
Incorrect planting	N/A

Structure	
Inspections	Observations
Branch attachment	CO DOMINTAE LEADERS, 2 STEM
Epicormic	N/A
Canopy	30% OF THE TREE CANOPY DESTROYED BY HURRICANE
Included bark	SPREADING TREE FORM, LITTLE TO NO INTERIOR BRANCHES ON LATERAL BRANCHES
Open cracks	ON BROKEN BRANCHES
Decay	ON BROKEN BRANCHES
Leaning	N/A
Soil lifting/mounding	N/A
Soil movement/cracks	N/A
Severed roots	NO SIGNIFICATE SURFACE ROOTS VISIBLE
Cracks	CRACK ALONG DEAD/DYING BRACHES
Extent of compromise to branch or stem	SEVERAL DYING, DECAYED BRANCHES STILL ATTACED TO LATERAL BRANCH
Mold, cankers, attaching bodies	N/A
Dead wood	SEVERAL DEAD/DYING THROUGHT TREE BRANCHES







LANDSCAPE ARCHITECT CONSULTANTS, INC.
5215 West Broward Boulevard,
Plantation, FL 33317
954-581-1110

Thomas J. Laubenthal
Liliana (Varela) Healey
Abdias Dalisma

www.LACFL.com
Tom@lacfl.com
Lili@lacfl.com
Abdias@lacfl.com

ISA CERTIFIED ARBORIST VTA REPORT

ISA Certified Arborist Details	
Name:	Abdias Dalisma
Qualifications:	ISA Certified Arborist FL-9295A
Date of inspection	5/2/2018
Phone	954.581.1110

Project Title	811 LLC STORAGE
---------------	-----------------

Tree Inspection checklist	
Tree number	14
Location	LAT 26° 4' 26.08" LONG. 80° 10' 11.57"
Genus, species	Quercus Virginiana (Live Oak)
DBH (inches)	36
Height (feet)	50
Square Feet Canopy	1962.5

Site Factors & Past History	
Inspections	Observations
Intensity of use	FENCED LOT
Exposure	WITHIN ADJACENT CANOPY TREES
Previous mistreatments	HURRICANE DAMAGE
Construction injury	N/A
Incorrect planting	N/A

Structure	
Inspections	Observations
Branch attachment	CO DOMINTAE LEADERS, 3 STEMS
Epicormic	N/A
Canopy	40% OF THE TREE CANOPY DESTROYED BY HURRICANE
Included bark	SPREADING TREE FORM, LITTLE TO NO INTERIOR ON LATERAL BRANCHES
Open cracks	YES, ON BROKEN BRANCHES
Decay	YES, ON BROKEN BRANCHES
Leaning	N/A
Soil lifting/mounding	N/A
Soil movement/cracks	N/A
Severed roots	NO SIGNIFICATE SURFACE ROOTS VISIBLE
Cracks	CRACK ALONG DEAD/DYING BRACHES
Extent of compromise to branch or stem	SEVERAL DYING, DECAYED BRANCHES STILL ATTACED TO LATERAL BRANCH
Mold, cankers, attaching bodies	
Dead wood	SEVERAL DEAD/DYING THROUGHT TREE BRANCHES







LANDSCAPE ARCHITECT CONSULTANTS, INC.
5215 West Broward Boulevard,
Plantation, FL 33317
954-581-1110

Thomas J. Laubenthal
Liliana (Varela) Healey
Abdias Dalisma

www.LACFL.com
Tom@lacfl.com
Lili@lacfl.com
Abdias@lacfl.com

ISA CERTIFIED ARBORIST VTA REPORT

ISA Certified Arborist Details	
Name:	Abdias Dalisma
Qualifications:	ISA Certified Arborist FL-9295A
Date of inspection	5/2/2018
Phone	954.581.1110

Project Title	811 LLC STORAGE
---------------	-----------------

Tree Inspection checklist	
Tree number	15
Location	LAT 26° 4' 25.83" LONG. 80° 10' 11.469"
Genus, species	Quercus Virginiana (Live Oak)
DBH (inches)	34
Height (feet)	25
Square Feet Canopy	706.5

Site Factors & Past History	
Inspections	Observations
Intensity of use	FENCED LOT
Exposure	WITHIN ADJACENT CANOPY TREES
Previous mistreatments	HURRICANE DAMAGE
Construction injury	N/A
Incorrect planting	N/A

Structure	
Inspections	Observations
Branch attachment	CO DOMINTAE LEADERS, 3 STEMS
Epicormic	N/A
Canopy	40% OF THE TREE CANOPY DESTROYED BY HURRICANE
Included bark	SPREADING TREE FORM, LITTLE TO NO INTERIOR ON LATERAL BRANCHES
Open cracks	YES, ON BROKEN BRANCHES
Decay	YES, ON BROKEN BRANCHES
Leaning	N/A
Soil lifting/mounding	N/A
Soil movement/cracks	N/A
Severed roots	NO SIGNIFICATE SURFACE ROOTS VISIBLE
Cracks	CRACK ALONG DEAD/DYING BRACHES
Extent of compromise to branch or stem	SEVERAL DYING, DECAYED BRANCHES STILL ATTACED TO LATERAL BRANCH
Mold, cankers, attaching bodies	N/A
Dead wood	SEVERAL DEAD/DYING THROUGHT TREE BRANCHES







LANDSCAPE ARCHITECT CONSULTANTS, INC.
5215 West Broward Boulevard,
Plantation, FL 33317
954-581-1110

Thomas J. Laubenthal
Liliana (Varela) Healey
Abdias Dalisma

www.LACFL.com
Tom@lacfl.com
Lili@lacfl.com
Abdias@lacfl.com

ISA CERTIFIED ARBORIST VTA REPORT

ISA Certified Arborist Details	
Name:	Abdias Dalisma
Qualifications:	ISA Certified Arborist FL-9295A
Date of inspection	5/2/2018
Phone	954.581.1110

Project Title	811 LLC STORAGE
---------------	-----------------

Tree Inspection checklist	
Tree number	16
Location	LAT 26° 4' 26.58" LONG. 80° 10' 11.749"
Genus, species	Quercus Virginiana (Live Oak)
DBH (inches)	DEAD
Height (feet)	DEAD
Square Feet Canopy	DEAD

Site Factors & Past History	
Inspections	Observations
Intensity of use	FENCED LOT
Exposure	WITHIN ADJACENT CANOPY TREES
Previous mistreatments	HURRICANE DAMAGE
Construction injury	N/A
Incorrect planting	N/A

Structure	
Inspections	Observations
Branch attachment	N/A
Epicormic	N/A
Canopy	N/A
Included bark	N/A
Open cracks	N/A
Decay	N/A
Leaning	N/A
Soil lifting/mounding	N/A
Soil movement/cracks	N/A
Severed roots	N/A
Cracks	N/A
Extent of compromise to branch or stem	N/A
Mold, cankers, attaching bodies	N/A
Dead wood	N/A





Overall Health
DEAD
POOR
STRESSED
GOOD
EXCELLENT

Specimen Tree Appraisal Formula	City of Dania Beach Sec. 825-140. - Special status category trees.
Appraised Tree Value = Price of Replacement Tree × 2.7 × Size Factor × Health/Condition Factor × Location Score	
COST OF REPLACEMENT TREE	\$500
REPLACEMENT FACTOR	2.7
SIZE FACTOR	4
CONDITION FACTOR	0.75
LOCATION SCORE	1
Appraised Tree Value	\$4,050.00

Specimen Tree Appraisal Formula:
Replacement Tree Price shall be the average of three published prices of a common, native, locally available Category 1A Tree (for trees), or common, native, locally available palm tree with a minimum six foot (6') clear trunk (for palms). Locally available suppliers are considered to be those located within two hundred (200) miles of the city limits. 2.7 is a multiplier utilized to represent installation and establishment cost.
Size factor: Hardwoods/conifers: 18-24" DBH = 3, >24" DBH = 4 Palms: six feet (6') - twelve feet (12') clear trunk = 1, > twelve feet (12') clear trunk = 2
Health/conditions factor: Excellent/good (no major defects) = 1.25 Fair (defects are correctable or are not anticipated to cause tree death or required removal within 10 years) = 0.75 Poor (defects not correctable, expected to cause death or require removal within 10 years) = 0
Location score: (locations not described below and all prominent ratings are designated by Community Development Director) Prominent: highly visible area for general public, significant contribution to area = 3 High: front or street side yard or swale/within ten feet (10') of roadway or sidewalk = 2 Medium: front yard/visible from road or sidewalk and greater than 10 feet from road or sidewalk = 1 Low: rear yard or otherwise similarly obstructed from view = 0.5 <i>If the location of the tree is compromised in a way that cannot be remedied by the property owner, such that the long-term existence or viable growth of the tree is compromised, the location score is reduced by half.</i>







Overall Health
DEAD
POOR
STRESSED
GOOD
EXCELLENT

Specimen Tree Appraisal Formula	City of Dania Beach Sec. 825-140. - Special status category trees.
Appraised Tree Value = Price of Replacement Tree × 2.7 × Size Factor × Health/Condition Factor × Location Score	
COST OF REPLACEMENT TREE	\$500
REPLACEMENT FACTOR	2.7
SIZE FACTOR	4
CONDITION FACTOR	0.75
LOCATION SCORE	1
Appraised Tree Value	\$4,050.00

Specimen Tree Appraisal Formula:

Replacement Tree Price shall be the average of three published prices of a common, native, locally available Category 1A Tree (for trees), or common, native, locally available palm tree with a minimum six foot (6') clear trunk (for palms). Locally available suppliers are considered to be those located within two hundred (200) miles of the city limits. 2.7 is a multiplier utilized to represent installation and establishment cost.

Size factor:

Hardwoods/conifers: 18-24" DBH = 3, >24" DBH = 4

Palms: six feet (6') - twelve feet (12') clear trunk = 1, > twelve feet (12') clear trunk = 2

Health/conditions factor:

Excellent/good (no major defects) = 1.25

Fair (defects are correctable or are not anticipated to cause tree death or required removal within 10 years) = 0.75

Poor (defects not correctable, expected to cause death or require removal within 10 years) = 0

Location score: (locations not described below and all prominent ratings are designated by Community Development Director)

Prominent: highly visible area for general public, significant contribution to area = 3

High: front or street side yard or swale/within ten feet (10') of roadway or sidewalk = 2

Medium: front yard/visible from road or sidewalk and greater than 10 feet from road or sidewalk = 1

Low: rear yard or otherwise similarly obstructed from view = 0.5

If the location of the tree is compromised in a way that cannot be remedied by the property owner, such that the long-term existence or viable growth of the tree is compromised, the location score is reduced by half.







LANDSCAPE ARCHITECT CONSULTANTS, INC.

5215 West Broward Boulevard, Plantation, FL 33317

954-581-1110

www.LACFL.com

Thomas J. Laubenthal
Liliana (Varela) Healey
Abdias Dalisma

Tom@lacfl.com
Lili@lacfl.com
Abdias@lacfl.com

Rec'd
6-28-18
@DRC

June 5, 2018

City of Dania Beach
Planning and Landscape Division

Re: Wildlife Protection Requirements / Section 250-10

As the Landscape Architects for the project our office has been working on site in the process of mapping all of the existing landscape features of the site including trees, palms and shrub masses where wildlife habitats might be located. This process began well before hurricane Irma and included 3 rounds of on-site meetings and inspection after the hurricane. This included the post storm clean up and debris removal as well as occasional mowing's that keep the site from evolving into an objectionable appearance. Our inspections included high elevation tree inspections of broken and storm wrenched branches and bark damage.

Through the duration of our time on site we did not observe and existing nesting sites or nesting remnants in the trees, palms, shrub clumps, nor did we observe any burrows in the ground.

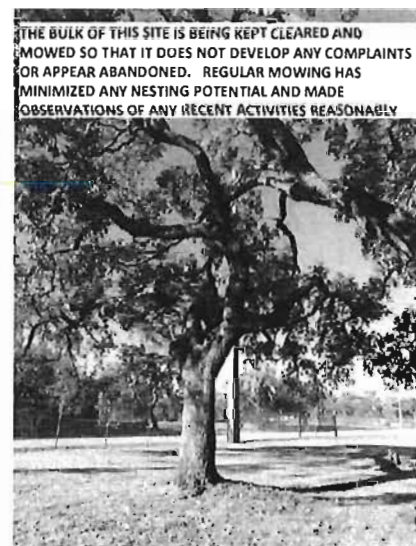
There is a fence enclosed rear side of the adjacent property building that has a significant over growth and is seldom maintained, and this area may harbor some life, but none that we have observed. This area is beyond our control.



THERE ARE SOME EXISTING EXOTIC PLANT COVERS SUCH AS SANSEVERIA AND ARECA THAT DO NOT REPRESENT ANY QUALITY HABITAT POTENTIAL.



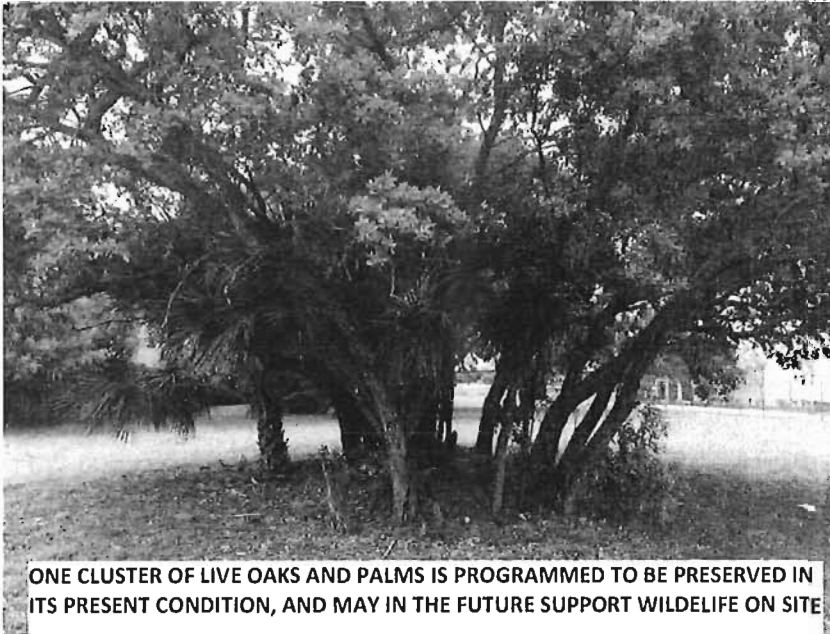
POST STORM OBSERVATION HAVE NOT SHOWN ANY REMAINING OR NEW AND ACTIVE NESTING SITES.



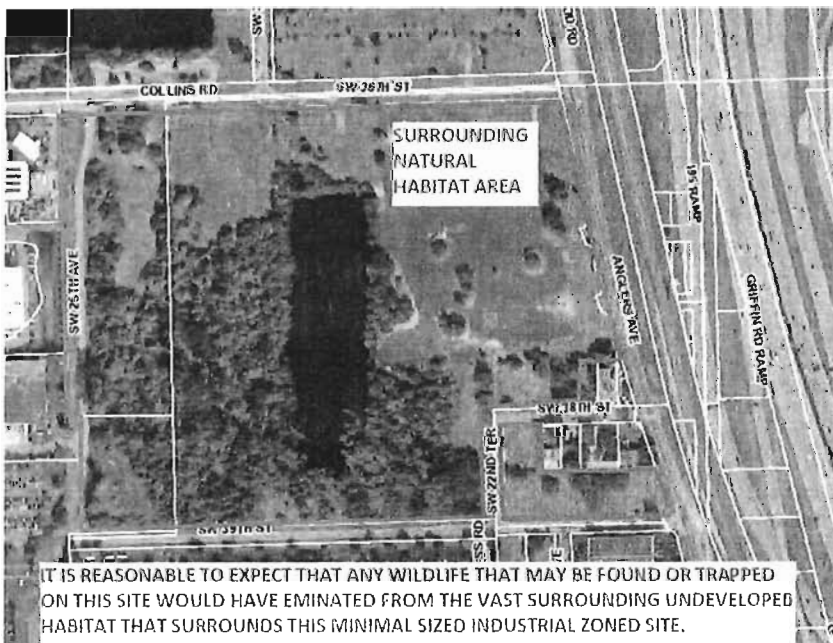
THE BULK OF THIS SITE IS BEING KEPT CLEARED AND MOWED SO THAT IT DOES NOT DEVELOP ANY COMPLAINTS OR APPEAR ABANDONED. REGULAR MOWING HAS MINIMIZED ANY NESTING POTENTIAL AND MADE OBSERVATIONS OF ANY RECENT ACTIVITIES REASONABLE.

There is one area of the project site that includes a cluster of oak trees and a massing of naturalized shrub materials. It is our intention that this area be left as undisturbed as possible, so that its on-site potential as a habitat can be maintained for any wildlife that may evolve after construction.

LANDSCAPE ARCHITECT CONSULTANTS, INC.



If anything was ever to be trapped from this site, it would likely have originated from a nest on the adjacent properties and not this site.



Respectfully Submitted,

Thomas J. Laubenthal, RLA
Abdias Dalisma, BLA, ISA Certified Arborist
Landscape Architect Consultants, Inc.

Rec'd
6-28-18
@ DRC

May 14, 2018

Raymond C. Parker, President
Dixie Southland Corp./811, LLC
810 NE 20th Avenue
Fort Lauderdale, Florida 33304

RE: **Traffic Statement for Proposed 811 LLC Storage**
3899 Ravenswood Road, Dania Beach, Florida
Keith & Schnars Project No. 18386

Dear Mr. Parker,

This letter will serve as the Traffic Impact Statement to be submitted to the City of Dania Beach as required for the review (SP-28-18) and approval of a proposed 8,378 square feet, one-story, storage warehouse with office facility located at 3899 Ravenswood Road, Dania Beach, Florida (see **Figure 1**).



Figure 1: Location of Proposed Project

GENERAL DESCRIPTION

The proposed project site is 1.99 acres and is currently vacant. The site is bounded on the east by Ravenswood Road (aka Anglers Avenue), on the south by SW 39th Street, on the west by SW 22nd Terrace, and on the north by SW 38th Street and an existing facility. The site plan for the proposed project is provided as Attachment A.

The proposed project will have four access driveways, one on each adjacent street (see Attachment A). The driveways on SW 36th Street, SW 38th Street, and SW 22nd Terrace will be gated with restricted access. The access driveway on Ravenswood Road will not be gated. Sight triangles of 25 feet have been applied at this access.

Ravenswood Road (aka Anglers Avenue) is a 2-lane undivided north-south county road that extends from SR-84 in the north to Stirling Road in the south. The posted speed limit is 40 mph in the area of the proposed project. SW 39th Street is a local 2-lane undivided street that extends approximately 0.4 miles between Ravenswood Road and SW 25th Avenue. SW 38th Street and SW 22nd Terrace are both 2-lane undivided local roads serving the immediate area around the proposed site.

TRIP GENERATION

Daily and peak-hour trip rates and/or formula developed from data in the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 10th Edition were applied to the proposed project. The land use category (LUC) applied is LUC 150 – Warehousing. ITE defines Warehousing as *"primarily devoted to the storage of materials, but they may also include office and maintenance areas."*

An initial review of the ITE trip graphs, rates and formulae indicated that the proposed project at 8,378 square feet is much smaller in size than the average use is on the periphery of the corresponding ITE graphs. For the daily trips, the given equation was applied since it had a very high coefficient of determination, denoted R^2 (0.93). The equation is based on 29 studies with the average warehouse size at 285,000 square feet.

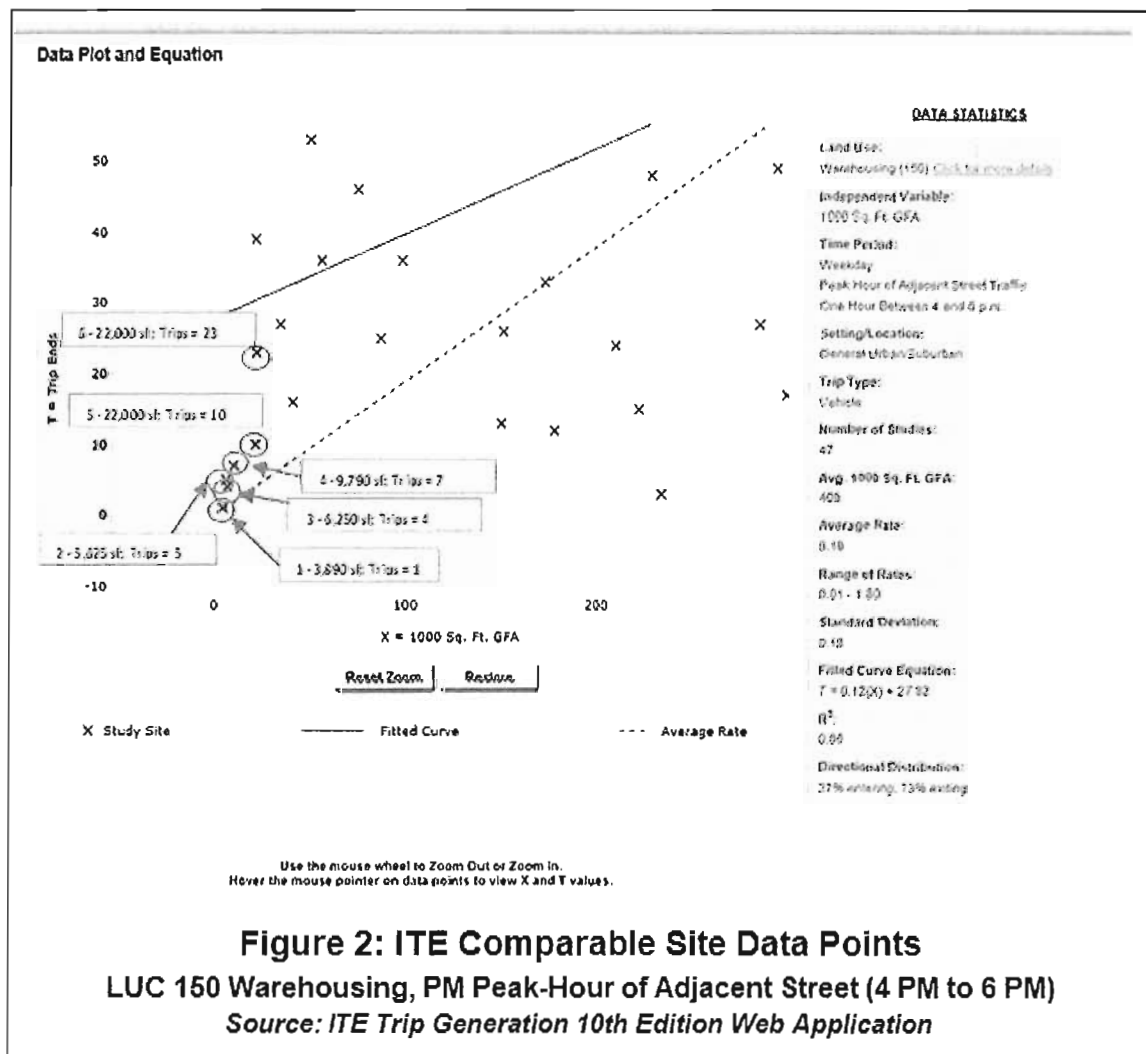
On the other hand, the given equation for trips in the PM peak-hour of adjacent street (4 PM – 6 PM) has a low R^2 of 0.65 and is based on a data range of warehouses averaging 400,000 square feet.

To address this, the ITE data points were reviewed to identify those sizes consistent with the size of the proposed project (8,378 square feet). **Table 1** presents the six data points for warehouses between 3,890 and 22,000 square feet. **Figure 2** shows the location of the data points in relation to the rest of the graph. As demonstrated in **Table 1**, the average number of PM peak-hour trips for a warehouse land use less than 22,000 square feet is 9 trips per hour. This yields a PM peak-hour rate of 0.776 trips per 1,000 square feet of warehouse space (9 trips/ 11,593 square feet).

Table 1
Average Two-Way PM Peak-Hour Trips

ITE Data Point	Density (Sq. Ft.)	Total Trips
1	3,890	1
2	5,625	5
3	6,250	4
4	9,790	7
5	22,000	10
6	22,000	23
Averages	11,593	9

Source: ITE Trip Generation 10th Edition, Web Application,
LUC 150 Warehousing, PM Peak-Hour Volume of Adjacent
Street Traffic, One Hour between 4 and 6 PM.



The City of Dania Beach has a Checklist Threshold Levels of Analysis which defines the level of traffic analysis required based on the expected number of PM peak-hour trips. Table 2 presents the criteria and required sections for each level. As noted in Table 2, the proposed project is expected to generate less than 10 trips in the PM peak-hour; as such, the traffic study is limited only to sections (1) a description of the proposed project, and (2) a trip generation analysis.

Table 2
Checklist Threshold Levels of Analysis
City of Dania Beach

Project Traffic Levels	Sections to Complete
1. Less than 10 peak-hour trips generated	Sections 1 and 2 only
2. 11 to 49 peak-hour trips generated	Sections 1, 2, 4, and 5 only
3. More than 50 peak-hour trips generated	All sections

Table 3 summarizes the estimated daily and PM peak-hour traffic for the proposed project. The project is estimated to generate 59 daily trips and 7 PM peak-hour trips (2 trips inbound and 5 trips outbound).

Table 3
Project Trip Generation ^[1]

Proposed Use	Density	Units	Land Use Code and Description		ITE 10 th Edition Daily Trip Generation Rate or Formula	Gross Trips	Inbound		Outbound	
							%	Trips	%	Trips
Warehouse/Office	8,378	sq. ft.	150	Warehousing	$T = 1.58(X) + 45.54$	59	50%	30	50%	30
PM PEAK HOUR TRIP GENERATION										
Warehouse/Office	8,378	sq. ft.	150	Warehousing	$T = 0.776(X)$	7	27%	2	73%	5

NOTES:

[1] Trip rates and distribution are based on the Institute of Transportation Engineers' Trip Generation, 10th Edition.

T = Number of trips; X = Area in square feet / 1,000 square feet

CONCLUSION

The proposed 8,378 square foot, one-story, storage warehouse with office facility located at 3899 Ravenswood Road, Dania Beach, will generate 59 daily trips and 7 PM peak-hour trips. As per the City of Dania Beach's Checklist Threshold Levels of Analysis, the traffic study is limited to (1) a description of the proposed project, and (2) a trip generation analysis which are presented here. No significant traffic impact is anticipated.

If additional information is required, please do not hesitate to call me at 954-776-1616, Ext. 6730.

Respectfully,

KEITH & SCHNARS

Certificate of Authorization #1337

Engineer's Certification:

I, Jose Luis Rodriguez, certify that I currently hold an active Professional Engineer's License in the State of Florida and I am competent through educational experience to provide engineering services in the civil and traffic engineering disciplines contained in this report. I further certify that this traffic statement was prepared by me or under my responsible charge as defined in Chapter 61G15-18.001 F.A.C. and that all statements, conclusions and recommendations made herein are true and correct to my knowledge and ability.


José Luis Rodríguez, P.E.
Date: May 14, 2018
Professional Engineer State of Florida License No. 45596

Attachment

Cc: Jake Ozyman, P.E., Keith & Schnars
John P. Krane, P.E., Keith & Schnars

ATTACHMENT

Site plan: 811 LLC STORAGE

PK LC Y'

[illegible]

LANDSCAPE AREA



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☒ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

Date Rec'd: _____

Petition No.: _____



SP-028-18

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 3899 RAVENSWOOD ROAD, DANIA BEACH, FL

Lot(s): 1,7,8,9,10 Block: 2 Subdivision WILMA MANORS

Recorded Plat Name: WILMA MANORS

Folio Number(s): 5042 29 0270 - 5042 29 09 0350 Legal Description: SEE SURVEY

Applicant/Consultant/Legal Representative (circle one) 811 LLC

Address of Applicant: 810 NE 20 AVE FORT LAUDERDALE FL 33304

Business Telephone: (954) 768-0274 Home: _____

Fax: (954) 768-0276

E-mail address: rparkerdixie@bellsouth.net

Name of Property Owner: MR. RAY PARKER

Address of Property Owner: 810 NE 20 AVE FORT LAUDERDALE FL 33304

Business Telephone: (954) 768-0274 Home: _____

Fax: (954) 768-0276

Explanation of Request: _____

*For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.***

Prop. Net Acreage: 1.99Ac. Gross Acreage: 1.99 Ac Prop. Square Footage: 86,945 SF

Existing Use: VACANT

Proposed Use: EXTERIOR STORAGE, STORAGE, OFFICE

S.F. 86 PROP 86,940

Is property owned individually, by a corporation, association, or a joint venture? CORPORATION _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize FRANK PEREZ, PEREZ AND ASSOCIATES (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 3rd DAY OF April, 2018

By:

RAYMOND G. PARKER
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)

 Milissa K. Rubino
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG103824
Expires 5/11/2021

Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***



4/5/2018

City of Dania Beach
Planning and Zoning Division
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

Re: 3899 Ravenswood Road, 811 LLC

NARRATIVE OF WORK:

This project is a single story Office / Storage building on a vacant 1.99 acre site. The building has 3,130 SF of Office space and 5,248 SF of enclosed storage space with a covered exterior area of 1,562 SF. The entire building footprint is 9,940 SF.

The exterior area is surrounded by a concrete panel fence system, 8' high to conceal the exterior storage the tenant will have. The site perimeter is heavily buffered with trees and hedge materials.

The tenant is a national company that provides primarily road construction safety related materials for earth retention shoring and roadway steel plates. These materials include trench safety shoring forms and thick steel plates that allow vehicles to maneuver over opened areas of roadways and other work zone safety systems.

The exterior area is illuminated fully to provide security at all hours and allow nighttime operations.

Sincerely yours,

Frank Perez
Architect

3045 N. Federal Highway
Suite 46
Fort Lauderdale, FL 33306
Ph: (954) 567-2062
Fax: (954) 567-2063
Reg. No. AA 26000661

Exhibit "B"

VARIANCE REQUEST OUTLINE

In accordance to Sec. 625-40. Variance review criteria; city action,
The following variance comply with these statement. Justification for each statement is provided in under Variance Review Criteria Responses.

1. *That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city;*
2. *That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community;*
3. *That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city;*
4. *That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome; and*
5. *That the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community.*

VARIANCE REQUEST

VA-01

SEC. 275-100

(C) Intermediate landscape peninsulas.

(D) Terminal Landscape peninsulas

Where the applicant cannot meet the requirement for minimum of two (2) category 1 trees in terminal landscape peninsulas 1 category tree is place where in the terminal landscape peninsulas. Where landscape end islands are in utility easement, a palm tree with small root ball is proposed.

Variance Review Criteria Response.

1. The basic intent and purpose of the subject regulation, does not drastically deviant from the stability and appearance of the city. A shade tree not will be installed in landscape areas where utilities and easements are a conflict. To

compromise, a palm tree with a small root ball will be proposed where possible.

2. Within the surrounding community, this variance does not deviant from what is currently present. A shade tree not will be present in landscape areas where utilities and easements. To compromise, a palm tree with a small root ball will be proposed where possible.
3. The variance request is also consistent with, and in furtherance of, the goals objective and polices of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city, by not installing a shade tree in the required landscape area where utilities and easements will not be a conflict. To compromise, a palm tree with a small root ball will be proposed where possible.
4. Plight of the petitioner is due to unique circumstances where easements and utilities of the property are in areas where installing a shade tree should be installed. To compromise, a palm tree with a small root ball will be proposed where possible.
5. The variance request has minimum impact to the requirement to where the petitioner will not be installing a shade tree in areas where utilities and easements would be a conflict. To compromise, a palm tree with a small root ball will be proposed where possible.

VA-02

SEC. 275-190

- (D) Shade/canopy tree
- (E) Intermediate trees
- (F) Small trees
- (G) Palms

Where the applicant cannot meet the requirement for plant material do to easement and overhead utilities, efforts have been made to meet the native requirement. To compromise, mitigation for required shade tree will be provided with monetary contribution to the City Tree Fund. See Arborist report for tree appraisals and values. In addition, on south side of the property, the buffer and street tree requirement share the same landscape area, as opposed to having staggered trees on interior and exterior perimeter wall. The intent is to have public appreciate the sight of more trees on the street side and as opposed to being behind the interior wall.

Variance Review Criteria Response.

1. The basic intent and purpose of the subject regulation, does not drastically deviant from the stability and appearance of the city. Where the tree requirement cannot the met, monetary contributes to the City's Tree Fund for the value of the trees. (See the ISA Arborist report for tree appraisals and values). The contribution to the tree fund will support the goals objectives in regards to landscape tree canopy through the city.
2. Within the surrounding community, this variance does not deviant from what is currently present. The surrounding community is zones for industrial use, and the landscape planting area necessary for the large number of tree required to be installed, will negatively affect the outdoor storage area of the proposed industrial use of the site. Monetary contribution to the City Tree Fund will be provided as opposed to required amount of trees. (See the ISA Arborist report for tree appraisals and values) The contribution to the tree fund will support the goals objectives in regards to landscape tree canopy through the city
3. The variance request is also consistent with, and in furtherance of, the goals objective and polices of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city. The landscape planting area necessary for the large number of tree required to be installed, will negatively affect the outdoor storage area of the proposed industrial use of the site. Monetary contribution to the City Tree Fund will be provided as opposed to required amount of trees. (See the ISA Arborist report for tree appraisals and values). The contribution to the tree fund will support the goals objectives in regards to landscape tree canopy through the city.
4. Plight of the petitioner is due to unique circumstances where the landscape planting area necessary for the large number of tree required to be installed, will negatively affect the outdoor storage area of the proposed industrial use of the site. Monetary contribution to the City Tree Fund will be provided as opposed to required amount of trees. (See the ISA Arborist report for tree appraisals and values). The contribution to the tree fund will support the goals objectives in regards to landscape tree canopy through the city.
5. The variance requested is the minimum variance that is necessary to afford relief to the petitioner. The landscape planting area necessary for shade trees required will not negatively affect the proposed industrial use for outdoor storage area. Monetary contribution to the City Tree Fund will be provided as opposed to required amount of trees. (See the ISA Arborist report for tree appraisals and values). The contribution to the tree fund will support the goals objectives in regards to landscape tree canopy through the city.



Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☒ Variance
- ☐ Other: _____

Date Rec'd: 7-16-18

Petition No.: VA-60-18

VA-61-18

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application.

For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: RAVENSWOOD RD DANIA BEACH FL 33312

Lot(s): LOTS 7 THRU 11 & LOT 1 LESS E 5 THEREOF & BLOCK: _____ Subdivision: WILMA MANORS 31-4 B
LESS PAR 114 IN

Recorded Plat Name: _____

Folio Number(s): 504229090350 Legal Description: CA85-7376, DESCRIBED AS: COMM SE COR OF NE 1/4 OF SEC 29-50-42, N 1366.13, W 35 TO POB, W 114.83

Applicant/Consultant/Legal Representative (**circle one**) Landscape Architect Consultant, INC.
(Abdias Dalisma)

Address of Applicant: 5215 West Broward Blvd. Plantation FL 33317

Business Telephone: 954-581-1110 Home: _____ Fax: _____

E-mail address: abdias@lacfl.com; tom@lacfl.com

Name of Property Owner: 811 LLC

Address of Property Owner: 810 NE 20 AVE FORT LAUDERDALE FL 33304

Business Telephone: (954) 768-0274 Home: _____ Fax: _____

Explanation of Request: Several Site Constraint Prompt the Request for Variances

For Plats please provide proposed Plat Name for Variances please attach Criteria Statement as per Section 625.40 of the Land Development Code.

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: 86,751

Existing Use: IROM-AA INDUSTRIAL Proposed Use: IROM-AA INDUSTRIAL

Is property owned individually, by a corporation, association, or a joint venture? CORPORATION

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize LANDSCAPE ARCHITECT CONSULTANTS, LLC (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

LANDSCAPE ARCHITECT CONSULTANTS, LLC

(ABDIAS DALISMA)

By: [Signature]
(Owner / Agent signature*)

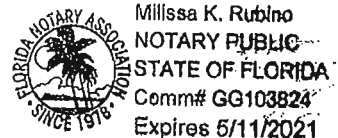
BEFORE ME THIS 6th DAY OF June, 2018

By:

Raymond C. Parker
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)



Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

PAYMENT DATE
07/17/2018

COLLECTION STATION
City Hall Window 2

RECEIVED FROM
811 LLC

DESCRIPTION
3899 RAVENSWOOD RD

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

BATCH NO.
2018-10000866

RECEIPT NO.
2018-00043931

CASHIER
fincashier2

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT						
PSP	Appl Review - Standard VA-60-18 & VA-61-18	\$4,000.00						
Payments:	<table> <tr> <th>Type</th><th>Detail</th><th>Amount</th></tr> <tr> <td>Check</td><td>232</td><td>\$4,000.00</td></tr> </table>	Type	Detail	Amount	Check	232	\$4,000.00	
Type	Detail	Amount						
Check	232	\$4,000.00						
Total Amount:		\$4,000.00						

Customer Copy



City of Dania Beach

City Attorney's Office

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) – 921-2604 (fax)

MEMORANDUM

Date: August 9, 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
Colin Donnelly, Assistant City Manager
Hakeem Ismail, Director, Community Development Department
Mike Huck, Chief Ocean Lifeguard

From: Thomas J. Ansbro, City Attorney

Subject: Proposed Revisions to City Code of Ordinances, Sec. 6-12:
“Fishing, skin-diving, scuba diving, spearfishing, launching of boats and operating vehicles restricted”

Mike Huck, Chief Ocean Lifeguard, has suggested a “no fishing” ban for the beach on the north of the pier. There was a recent occurrence involving a fisherman carrying a gun while fishing, which is permitted by state law.

The current City Code (attached) prohibits all fishing from the beach and fishing from the surf, however, the Code also provides that such activities are only prohibited between the hours of 9:00 a.m. and 6:00 p.m. The section needs to be revised to remove this conflict.

This item is on the agenda for discussion to determine what the City Commission would prefer to do; i.e., either ban fishing completely or prohibit it during the 9:00 a.m. to 6:00 p.m. time period. The hours can also be changed if preferred.

Commission direction is requested.

TJA:la

Attachment: City Code of Ordinances, Section 6-12

Sec. 6-12. - Fishing, skin-diving, scuba diving, spearfishing, launching of boats and operating vehicles restricted.

- (a) For the purposes of this section, a "boat" shall include, but is not limited to, any motor or wind-driven boat or vessel, any jet-ski, inflatable device with an engine of any kind, sailboard, canoe or kayak.
- (b) It shall be unlawful to fish from boats, to fish from the beach, to fish from the surf, to swim, to scuba dive, to skin-dive or bring or allow any boat to come within an area of one hundred (100) yards from the outside perimeter of the municipally-owned fishing pier at Dania Beach. It shall also be unlawful to operate any type of boat, vessel or watercraft of any kind within any restricted area as designated by any signs, buoy markers or both, located within a one-hundred-yard distance off-shore as measured at low tide in all beach areas located within the city. It shall also be unlawful to fish or surf cast from any part of the public beach between the hours of 9:00 a.m. and 6:00 p.m. or any day. Additionally, it shall be unlawful to fish from any boat within three hundred (300) yards of the low water mark along the entire beach abutting the Atlantic Ocean in the city.
- (c) Snorkeling will be permitted up to a limit of fifty (50) yards into the Atlantic Ocean, measured eastward from the high tide line of all public beach areas, except as stated above. Snorkeling beyond fifty (50) yards off the public beach is prohibited, unless a person is entering the water in the designated diving area at the southernmost end of the public beach or express permission is given by the supervising marine rescue officer. Artificial breathing devices, such as scuba-tanks, aqua-lungs or hooka rigs, when used in the waters of the area known as Dania Beach, are confined to the designated diving area at the southernmost end of Dania Beach, unless express permission to use such devices elsewhere along the beach is obtained from the supervising marine rescue officer. The use of spearfishing guns, gigs, slings, bows, and, polespears on the beach, in the water, or both is prohibited.
- (d) It shall be unlawful to launch any type of boat (i.e. including but not limited to canoe, kayak, sailboat, sailboard, jet ski, pleasure craft, boats being used by research or public safety and protection agencies or inflatable with engine) within the municipal beach area, except within a designated launch area.
- (e) It shall be unlawful for any person to operate any vehicle on the beach, unless permission from the city manager or designee has been obtained.

(Code 1971, § 5-9; Ord. No. 2000-027, § 7, 8-8-00; Ord. No. 2006-020, § 1, 6-13-06; Ord. No. 2011-030, § 2, 9-27-11)

Schneider, Tom

Subject: The Dania Beach Mental Health and Substance Abuse Task Force

From: James, Tamara
Sent: Monday, August 06, 2018 7:59 AM
To: Baldwin, Robert
Subject: Fwd: The Dania Beach Mental Health and Substance Abuse Task Force

Good Morning, can you place this on the agenda for discussion?

Sent from my iPhone

Begin forwarded message:

From: Dr Hibbert <thepsychfirm@gmail.com>
Date: August 2, 2018 at 8:56:34 PM EDT
To: Tamarajames@daniabeachfl.gov
Subject: The Dania Beach Mental Health and Substance Abuse Task Force

Hello Mayor James,

I hope that all is well with you. I do know how very busy you've been preparing for your event this coming Saturday, which I've been hearing so many people are excited to attend!

I wanted to keep you posted on my progress with building "The Dania Beach Mental Health and Substance Abuse Task Force" since last speaking with you.

I was able to recently meet with Luitenant Stallings and a few of his staff members. We discussed the national substance abuse epidemic and mental health issues facing our communities throughout the nation; which we all agreed also directly impacts Dania Beach. He was instrumental in voicing some of the issues that he see's and experiences overall with mental health and substance abuse in Dania Beach/Broward county.

I spoke with everyone about what building and executing a Mental Health and Substance Abuse Task Force would entail; building a board of directors, structuring an essential plan of action, having monthly meetings, joining all of the various department liaisons that will lead from each department (and what their expected ongoing roles will be). Those leaders will be from; police, fire, hospitals, mental health programs and substance abuse treatment centers. There are many other counties that are seeing benefits from utilizing a Task Force to combat these challenges and seeing success; such as Palm Beach and others across the nation. Everyone felt that this development could definitely be utilized in Dania Beach.

Mayor James, Luitenant Stallings expressed that if this was approved by the head of his department or yourself, he would gladly move forward with his participation.

At this time, I would like to move forward with developing The Dania Beach Mental Health and Substance Abuse Task Force.

Please let me know when you would like me to move forward with this.

Looking forward to hearing from you soon,

Dr. Hibbert, Psy.D., MCAP
Founder and CEO

ThePsychFirm
Office (561) 318- 7358
Hibbert Mobile (305) 812-9111



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