

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, NOVEMBER 13, 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 (led by Olsen Middle School students)

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

- 1. Presentation by Walmart Neighborhood Pharmacy - Requested by Vice-Mayor Harris
- 2. Recognition of Dania Beach Dolphins Cheerleaders – Mayor James
- 3. Presentation to Dania Elementary School for achieving an "A" Rating for School Year 2017-2018 - Mayor James
- 4. Presentation by Craig Valentine, Gangrel's Wrestling, of fundraising results for Breast Cancer Awareness Month
- 5. Special Event request for the City of Dania Beach Holiday Tree Lighting Event to be held at 100 W Dania Beach Boulevard on November 29, 2018 from 6:00 p.m. - 9:00 p.m.
- 6. Special Event request from Blue Ridge Tree Farm to allow Holiday Tree sales from November 14, 2018 - December 30, 2018, at 4650 SW 30 Avenue, from 10:00 a.m. - 10:00 p.m. daily
- 7. Special Event request from the Tamara James Foundation for a Thanksgiving Drive to

be held at the PATCH, 1201 W Dania Beach Boulevard, on November 20, 2018 from 5:00 p.m. - 7:00 p.m.

4. PROCLAMATIONS

5. CITIZEN COMMENTS

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

6. PUBLIC SAFETY REPORTS

7. CONSENT AGENDA

1. Minutes:

Approve Minutes of October 23, 2018 City Commission Meeting
Approve Minutes of October 29, 2018 Workshop - Affordable Housing

2. Travel Requests:

Request from Darren Greene, Utilities Mechanic II, to attend VT SCADA (Supervisory Control and Data Acquisition System) Training in Orlando, Florida, on December 2-7, 2018 (Estimated cost \$2,339.52)

3. RESOLUTION NO. 2018-159

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR APPROPRIATION OF FUNDS FOR FISCAL YEAR 2017-2018; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2018-160

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING RESOLUTION 2018-140; AUTHORIZING THE PUBLIC SERVICES DEPARTMENT TO UTILIZE PRICING FROM COBB COUNTY, GEORGIA UNDER THE U.S. COMMUNITIES NATIONAL COOPERATIVE PROGRAM WITH GARLAND/DBS INC. INVITATION TO BID ("ITB") NO. 14-5903 FOR ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES FOR REPAIR OF THE OCEAN RESCUE BUILDING LOCATED ON NORTH ROAD, DANIA BEACH, IN AN AMOUNT NOT TO EXCEED NINETY TWO THOUSAND SIX HUNDRED FIFTY DOLLARS

(\$92,650.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2018-161

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS FOR TEMPORARY PERSONNEL SERVICES TO BE PURCHASED FROM VARIOUS STAFFING VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT 13-D-140F, FOR FISCAL YEAR 2018-2019, WHICH MAY EXCEED ANNUAL SINGLE VENDOR TOTALS OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); REQUIRING INITIAL PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED DEPARTMENTAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. RESOLUTION NO. 2018-162

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE CITY OF DANIA BEACH'S TITLE VI PROGRAM FOR SUBMITTAL TO THE FEDERAL TRANSIT ADMINISTRATION REGIONAL CIVIL RIGHTS OFFICE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7. RESOLUTION NO. 2018-163

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RENEWAL OPTION WITH SAM'S LANDSCAPE MAINTENANCE, INC. FOR CITY-WIDE LANDSCAPING SERVICES IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED ONE THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$401,180.00) EACH YEAR FOR FISCAL YEARS 2019, 2020 AND 2021; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. RESOLUTION NO. 2018-164

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AND RATIFYING A CONTRACT UTILIZING PRICING UNDER THE UNDER BROWARD COUNTY BOARD OF COMMISSIONERS SOLICITATION T1368213B1 AND FURTHER AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR EMERGENCY REPAIRS OF THE NORTHWEST 1st STREET BRIDGE OVER THE C-10 CANAL BY BLUEWATER BUILDERS, INC. FOR FISCAL YEAR 2018-2019,

IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY ONE THOUSAND EIGHT HUNDRED FORTY ONE DOLLARS AND EIGHTEEN CENTS (\$271,841.18); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2018-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDED A BID RELATED TO REQUEST FOR PROPOSAL (RFP NO. 18-016) TO RAZORBACK LLC FOR WATER TANK PAINTING SERVICES PERTAINING TO CITY REBRANDING EFFORTS IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

2. RESOLUTION NO. 2018-166

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FINANCIAL STATEMENT AUDIT ENGAGEMENT LETTER WITH _____, FOR PROFESSIONAL AUDITING SERVICES, UNDER REQUEST FOR PROPOSAL NO. 18-017; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

9. PUBLIC HEARINGS

1. RESOLUTION NO. 2018-145

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VARIANCE REQUEST (VA-59-18) SUBMITTED BY POP FLORIDA PROPERTIES, LLC (dba POPEYE'S) FOR PROPERTY LOCATED AT 506 SOUTH FEDERAL WAY, 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 September 25, 2018, October 9, 2018 and October 23, 2018)*

10. DISCUSSION AND POSSIBLE ACTION

1. RESOLUTION NO. 2018-158

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE CONVEYANCE OF TWELVE (12) PARCELS OF CITY-OWNED LAND ("PROPERTY") WITHIN THE DANIA BEACH

COMMUNITY REDEVELOPMENT AREA AT A PRICE OF TEN DOLLARS (\$10.00) PER PARCEL TO THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”) FOR THE PURPOSE OF USING THE PROPERTY TO FACILITATE SINGLE-FAMILY HOUSING DEVELOPMENT IN THE COMMUNITY REDEVELOPMENT AREA; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE DEEDS AND RELATED DOCUMENTS FOR EACH PARCEL FOR THIS PURPOSE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from October 23, 2018)*

2. Charitable donation funding requests - Commissioner Grace
3. FY2019 Approved positions for Parks and Recreation
4. Review and approve City Commission meeting dates for 2019 - City Clerk

11. COMMISSION COMMENTS

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

12. APPOINTMENTS

13. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders

Monday, November 19, 2018 - 6:00 p.m.

Tuesday, December 11, 2018 - 5:30 p.m.

Tuesday, December 11, 2018 - 7:00 p.m.

Organization Meeting

CRA Board Meeting

City Commission Meeting

14. ADJOURNMENT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)
--

Special Event request for the City of Dania Beach Holiday Tree Lighting Event to be held at 100 W Dania Beach Boulevard on November 29, 2018 from 6:00 p.m. - 9:00 p.m.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to Commission - 2018 Tree Lighting - New, Special Event Application-2018 Holiday Tree Lighting, Map, holiday lighting 18



**CITY OF DANIA BEACH
PARKS AND RECREATION DEPARTMENT**

MEMORANDUM

Date: November 13, 2018

To: Honorable Mayor and Commissioners

From: Robert Baldwin, City Manager

By: Eric Brown, Parks and Recreation Director

Subject: 2018 Holiday Tree Lighting Event

Event Date: November 29, 2018

A special event is requested by City of Dania Beach to have the 2018 Holiday Tree Lighting on November 29, 2018. The requested event will be held in City Center at 100 W. Dania Beach Boulevard from 6 p.m. – 9 p.m.

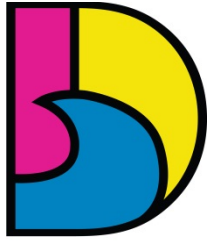
The applicant is requesting the following:

1. Road closure for Mac's Way at SW 1st Avenue.
2. Public Services to provide barricades and road cones for Mac's Way entrance.
3. Public Services to supply the electric at the fountain area for the tree.
4. BSO deputies present and BSO Fire to deliver special guest via fire truck from Station 1 to Mac's Way and SW 1st Avenue.

Applicant will pay for necessary services recommended below.

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

Staff	Comments/Conditions	
BSO Fire Dept. - Lt. Dunkel	No concerns raised.	
BSO Police Dept. - Lt. Stallings	No concerns raised .	
Code Enforcement - Eric Walton	No concerns raised.	



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
PARKS AND RECREATION DEPARTMENT**

MEMORANDUM

Community Dev. - Julio Briceno	No building permits required.	
Community Dev. - Corinne Lajoie	No concerns raised.	
City Attorney - Tom Ansbro	No concerns raised.	
HR/Risk Mgmt. – Bendra Caseneuve	Hold Harmless and/or insurance required for all entertainment.	
Parks & Recreation – Eric Brown	See 1-4 above.	
Public Services - Ronnie Navarro	Public Services will provide items 1, 2 and 3.	



City of Dania Beach

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

SPECIAL EVENTS APPLICATION – EVENTS ON PRIVATE / PUBLIC PROPERTY

Please PRINT or TYPE

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

Event Name, Date, and Time:

Holiday Tree Lighting Event 11/29/2018 6pm-9pm

*Brief Description of the Event:

Lighting of the Holiday Tree in City Center

Address/Location of Event: 100 W Dania Beach Blvd.

Event Coordinator: Parks and Recreation Department

Telephone #1: 954-924-6800 x 3730

E-mail Address: ebrown@daniabeachfl.gov

Telephone #2: 954-924-6800 x 3626

Fax: 954-924-6813

Additional Contact Person for the Event: Eric Brown

Telephone #1: same

E-mail Address: same

Telephone #2: same

Fax: same

Organization or Sponsor of Event: City of Dania Beach Parks and Recreation Department

Address: 102 W Dania Beach Blvd.

City, State, Zip Code: Dania Beach, FL 33004

Telephone: same

Fax: same

Cell: _____

Is this a Non-Profit Organization? ☐ Yes ☒ No

Tax ID #: _____

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

City of Dania Beach Florida

Date of Incorporation: 1904

State of Incorporation: Florida

Federal ID #: _____

Authorizing Official for the Organization: _____

Telephone #1: _____

E-mail Address: _____

Telephone #2: _____

Authorizing Official for the Organization: _____

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

*Property Owner: City of Dania Beach

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

Is the letter attached? ☐ Yes ☒ No

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

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

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

If so, Indicate the city location of last event: 100 W Dania Beach Blvd.

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

Number of Expected Daily Attendants: 250 (BSO or Fire Details may be required - refer to page 6)

Please indicate the duration of the event:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
11/29/2018	11/29/2018	6:00 p.m.	9:00 p.m.	3

Anticipated Date and Time to Begin Set-Up: 11/29/2018 at 3:00 p.m.

Anticipated Date and Time for Completion of Break-Down: 11/29/2018 at 9:00 p.m.

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

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

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

Please identify the street name(s) and/or locations for closure requests: Mac's Way @ SW 1 Avenue

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

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

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

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

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

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

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

*Will electricity be required for this event?

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

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

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

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

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

Please specify the hours of entertainment:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
11/29/2018	11/29/2018	6:00 p.m.	9:00 p.m.	3

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

*Please note Fire Extinguisher Requirement in the next question.

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

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

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

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

Please specify: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other: _____

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

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

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

Please Specify: _____

*Will there be any carnival rides, mechanical or vehicular rides, or animal rides at this event?
☐ Yes ☒ No

*If yes, please describe: _____

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

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

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

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

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

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

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

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

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

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

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

If so, How many? ☒ N/A

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

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

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

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

If yes, please explain: BSO deputies & Fire Rescue to deliver special guest via fire truck from Station 1 to Mac's Way and NW 1st Ave.

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

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$71.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

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



Signature of Applicant

Director, Parks and Recreation

Title

Eric Brown

Print name of Applicant

9/19/2018

Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____, 200____.
by _____, who is personally known to me, or, if not, such person produced the
following form of identification:_____.

NOTARY PUBLIC

My Commission expires: _____

My Commission number: _____

N.

N.

Farm Pit
Bonnie House

PARK →

STREET CLOSURE
S.W.
MAC'S WAY & NW 1st AVE

TREE LIGHTING

PARKING
GARAGE

Park Ave E

CITY HALL

W. Dana Beach Blvd





LIGHT UP THE NIGHT AT THE CITY OF DANIA BEACH TREE LIGHTING CEREMONY



**PRESENTED BY THE
PARKS AND RECREATION DEPARTMENT
WHEN: THURSDAY
NOVEMBER 29, 2018 AT 6 PM
LOCATION: CITY HALL COMPLEX
100 W. DANIA BEACH BLVD/MAC'S WAY
SPECIAL GUEST TO ARRIVE BY FIRE TRUCK
CHILDREN'S PLAY AREA
LIGHT REFRESHMENTS
FREE PARKING
IN THE CITY HALL PARKING GARAGE
FOR ADDITIONAL INFORMATION CALL
(954) 924-6800 X3626**

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)
--

Special Event request from Blue Ridge Tree Farm to allow Holiday Tree sales from November 14, 2018 - December 30, 2018, at 4650 SW 30 Avenue, from 10:00 a.m. - 10:00 p.m. daily
--

Purchasing Requests ONLY

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

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to Commission - 2018 Blue Ridge Tree Sales, Blue Ridge Tree Sales 2018 - Signed, Christmas Tree Sales 2016_Blue Ridge Tree Farm_Site Plan, Blue Ridge Holiday Tree Sales - Comments 10-30-18 - FMO



**CITY OF DANIA BEACH
PARKS AND RECREATION DEPARTMENT**

MEMORANDUM

Date: November 13, 2018

To: Honorable Mayor and Commissioners

From: Robert Baldwin, City Manager

By: Eric Brown, Parks and Recreation Director

Subject: Holiday Tree Sales by Blue Ridge Farms - 2018

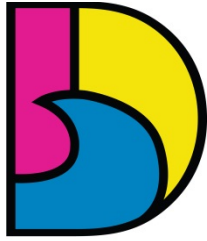
Event Date: November 14, 2018 – December 31, 2018

A special event is requested by Blue Ridge Tree Farm to allow Holiday Tree Sales from November 14, 2018 – December 31, 2018 at 4650 SW 30 Avenue from 10:00 a.m. to 10:00 p.m. daily.

Applicant will pay for necessary services recommended below.

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

Staff	Comments/Conditions	
BSO Fire Dept. - Lt. Dunkel	<i>See attached Fire Marshal Review.</i>	
BSO Police Dept. - Lt. Stallings	No concerns raised .	
Code Enforcement - Eric Walton	They need to provide proof of a BTR in Dania Beach. <i>In progress</i>	
Community Dev. - Julio Briceno	Building Permit required for tent. <i>In progress</i>	
Community Dev. - Corinne Lajoie	No concerns raised .	
City Attorney - Tom Ansbro	No concerns raised .	



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
PARKS AND RECREATION DEPARTMENT**

MEMORANDUM

HR/Risk Mgmt. – Bendra Caseneuve	No concerns raised .	
Parks & Recreation – Eric Brown	No concerns raised .	
Public Services - Ronnie Navarro	No concerns raised .	



City of Dania Beach

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

SPECIAL EVENTS APPLICATION – EVENTS ON PRIVATE / PUBLIC PROPERTY

Please PRINT or TYPE

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

Event Name, Date, and Time:

Blue Ridge Tree Farm - November 14, 2018 - 10 a.m. - 10 p.m.

*Brief Description of the Event:

Holiday Tree Sales

Address/Location of Event: 4650 SW 30 Ave

Event Coordinator: Kevin Blakeman

Telephone #1: 203-494-8540

E-mail Address:

Telephone #2:

Fax:

Additional Contact Person for the Event:

Telephone #1:

E-mail Address:

Telephone #2:

Fax:

Organization or Sponsor of Event: Kevin Blakeman

Address: 3565 Kent Drive

City, State, Zip Code: Naples, FL 34112

Telephone:

Fax:

Cell: 203-494-8540

Is this a Non-Profit Organization?

☐

Yes

☒

No

Tax ID #:

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

Blue Ridge Tree Farm

Date of Incorporation:

State of Incorporation:

Federal ID #:

Authorizing Official for the Organization: Kevin Blakeman

Telephone #1:

E-mail Address:

Telephone #2:

Authorizing Official for the Organization:

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

*Property Owner: Community Bible Church

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

Is the letter attached? ☐ Yes ☒ No

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

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

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

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

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

Number of Expected Daily Attendants: 50 (BSO or Fire Details may be required - refer to page 6)

Please indicate the duration of the event:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
Wednesday	11/14/2018	10 am	10 pm	12
THRU	THRU			
Saturday	12/30/2018	10 am	10 pm	12

Anticipated Date and Time to Begin Set-Up: 11/14/2018

Anticipated Date and Time for Completion of Break-Down: 12/30/2018

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

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

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

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

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

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

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

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

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

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

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

*Will electricity be required for this event?

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

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

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

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

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

Please specify the hours of entertainment:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS

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

*Please note Fire Extinguisher Requirement in the next question.

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

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

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

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

Please specify: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other: _____

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

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

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

Please Specify: _____

*Will there be any carnival rides, mechanical or vehicular rides, or animal rides at this event?
☐ Yes ☒ No

*If yes, please describe: _____

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

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

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

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

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

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

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

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

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

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

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

If so, How many? ^{1 ADA Compliant} ☐ N/A

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

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

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

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

If yes, please explain: Permitting

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

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$71.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

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

Kevin Blakeman

Signature of Applicant

OWNER

Title

Kevin Blakeman

Print name of Applicant

10-18-18

Date

STATE OF FLORIDA
COUNTY OF BROWARD



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

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

SPECIAL EVENT APPLICATION REVIEW / COMMENTS

Event Name: Blue Ridge Holiday Tree Sales

Event Date(s): November 14- December 30, 2018- 10:00am-10:00pm

Event Location: 4650 SW 30 Avenue, Dania Beach

Event Reviewed By: **Brett Duncel**

Date of Review: 10/30/18

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

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

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

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

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

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

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

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

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

- ☐ **Generator Permits May Be Required** – Confirm with City of Dania Beach Building Department for determination.
- ☒ **Power cords** shall be sufficiently protected from water and shall not create a trip hazard for patrons and/or event workers.
- ☐ **Gas Grills** (other than those with a UL Listing and typically bought at Home Depot, Lowes, etc. for home grilling, non-commercial use) must be permitted and pass a fire inspection and drop test (performed by a licensed Gas Company). Obtain permits from the City of Dania Beach Building Department.
- ☐ **LP Gas Containers** must be secured in an approved method and cordoned off from patron access in an approved method. The LP Gas containers must be a minimum of 10 feet from any heat source or open flame. “NO SMOKING” signs shall be posted at all LP Gas Container locations.
- ☐ **Fire Department Access (or additional access) required** - Contact the Fire Marshal’s Office at (954)342-4262.
- ☐ **Street Closure Conflict** - Contact the Fire Marshal’s Office at (954)342-4262.
- ☐ **Fenced Area Conflict** - Contact the Fire Marshal’s Office at (954)342-4262.
- ☐ **Stages** - Identify the type of construction (Wood, Metal, Stage made from a Trailer, etc.). Plans & Permits may be required.
- ☐ **Grandstands / Bleachers** - Identify the type of construction (Wood, Metal, Grandstands/Bleachers made from a Trailer, etc.) (Plans & Permits may be required)
- ☐ **Any trailer or vehicle used in the preparation of food that creates grease laden vapors** must have a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor
- ☐ **Grease Fryers**
- Grease Fryers are not permitted indoors** unless they are protected with an approved a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor.
- Grease Frying Areas must have a Class K Fire Extinguisher** that has is currently certified and tagged by a licensed company. Any grease frying area that does not have a currently certified and tagged Class K Fire Extinguisher will not be permitted to operate or be put in use. All grease fryers must be secured in an area located away from the general public access.
- ☐ **Food Trucks** that utilize cooking appliances for foods that create grease-laden vapors must be equipped with a currently certified and tagged Automatic Fire Suppression System and must pass a fire inspection prior to use.
- ☐ **No overnight lodging** is permitted at the event unless the lodging is in an “RV” or other approved accommodation and the location of the “RV” or other accommodation has been approved by the Fire Marshal’s Office.
- ☐ **Amusement Rides must be currently tagged** by the Florida Department of Agriculture & legible copies of the amusement ride inspections shall be provided to the Fire Marshal’s Office at the time of Fire Inspection. Any amusement ride that does not pass Florida Department of Agriculture Inspection(s), City Electrical Inspection(s) and Fire Inspection(s) shall not be permitted to open. Those rides not passing any of the above inspections shall remain closed to patrons until such time as the inspections have been approved. The rides shall be cordoned off with Fire Line Tape
- ☐ **Each individual amusement ride must have a dedicated fire extinguisher.** The fire extinguisher(s) must be commercial, “ABC” Multi-purpose type fire extinguisher(s) (Minimum 5 lbs.), and be currently tagged and certified by a Florida-licensed fire extinguisher contractor. The fire extinguisher(s) must be easily accessible and not obscured from view.

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

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

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

☒ Other Requirements and/or Special Notes:

Tent permit and inspection required.

INSPECTION AND/OR DETAIL REQUIREMENTS

Pre-Event Inspections Required:

☐ NO ☒ YES

☐ N/A ☒ (Dates & Times): November 14th, 2018 at

10:00am

TYPE OF INSPECTION REQUIRED:

X Normal Inspection Hours

 After-Hours (4-Hours or Less)

 After Hours (Greater than 4 Hours)

Fire Inspector Stand-By Detail Required:

☒ NO ☐ YES

☐ N/A ☐ (Dates & Times): _____

Operational Detail Required:

☒ NO ☐ YES

Type: _____

Dates & Times: _____

☒ N/A ☐

INVOICE TO FOLLOW FOR PRE-EVENT INSPECTIONS AND/OR DETAILS.

Date: November 8, 2018
To: Robert Baldwin, City Manager
From: Colin Donnelly, Assistant City Manager
Subject: Special Event Application James Foundation Agenda Item 3.7

The James Foundation submitted an application for a special event outside the regular review window for the November 13th City Commission Meeting. Since the event date is prior to the next regular City Commission meeting, staff will be processing the application in anticipation of presenting it at this Tuesday's City Commission Meeting.

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, OCTOBER 23, 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

There were no presentations at this meeting.

4. Proclamations

- 4.1 National Friends of Libraries Week - Linda Wilson, President, Friends of the Dania Beach Paul DeMaio Library

Mayor James read the National Friends of Libraries Week Proclamation and presented it to Board Members of the Friends of the Dania Beach Paul DeMaio Library.

5. Citizen Comments

There were no comments at this meeting.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity and noted the Annual Fall Festival and National Night Out Against Crime at CW Thomas Park will be held on October 31st.

Commissioner Grace expressed thanks to BSO staff.

Vice Mayor Harris commended BSO's professionalism on their prompt response to securing the scene of a recent car accident on Federal Highway involving several vehicles and injuries.

Sean Brown, Battalion Chief, BSO Fire Rescue, gave a brief overview of Halloween safety tips.

Commissioner Brandimarte requested Chief Brown look into providing glow sticks for children for Halloween next year.

7. Consent Agenda

Items removed from Consent Agenda: #7.6

- 7.1 Minutes:
Approve Minutes of October 9, 2018 City Commission Meeting
- 7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #2018-150

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES PURCHASED FROM CHEN MOORE AND ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES FOR FISCAL YEAR 2018-2019 ENDING SEPTEMBER 30, 2019, WHICH MAY EXCEED AN ANNUAL SINGLE VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES MADE WITHIN CITY DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.4 RESOLUTION #2018-151

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT AN AGREEMENT FOR THE CITY'S MEDICARE SUPPLEMENTAL INSURANCE COVERAGE PROCURED BY THE GEHRING GROUP AS BROKER OF RECORD FOR THE CITY OF DANIA BEACH WITH AETNA, FOR INSURANCE COVERAGE BEGINNING JANUARY 1, 2019 THROUGH DECEMBER 31, 2019 FOR MEDICARE ELIGIBLE RETIRED EMPLOYEES AND THEIR MEDICARE ELIGIBLE DEPENDENTS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.5 RESOLUTION #2018-152

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ACCEPT AND EXECUTE A WATERWAY ASSISTANCE PROGRAM GRANT AGREEMENT (PROJECT BR-DB-18-131) BETWEEN THE CITY OF DANIA BEACH, FLORIDA, AND THE FLORIDA INLAND NAVIGATION DISTRICT ("F.I.N.D."), IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND (\$75,000.00), TO BE USED FOR THE DANIA BEACH MARINA DREDGING PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.7 RESOLUTION #2018-154

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR THE 2019 COMPLETE STREETS AND OTHER LOCALIZED INITIATIVES GRANT PROGRAM UNDER A JOINT APPLICATION WITH THE CITY OF HOLLYWOOD FOR IMPROVEMENTS OF A PORTION OF JA ELY BOULEVARD LOCATED BETWEEN STIRLING ROAD AND SHERIDAN STREET WITHIN THE DANIA BEACH MUNICIPAL BOUNDARIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.8 RESOLUTION #2018-155

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, GRANTING A TEN (10) FOOT EASEMENT TO FLORIDA POWER & LIGHT COMPANY ("FPL"), IN CONNECTION WITH THE BEACH REVITALIZATION PROJECT, WHICH EASEMENT IS LOCATED ADJACENT TO THE BEACH PARKING AREA LOCATED AT 300 N. BEACH ROAD; PROVIDING FOR CONFLICTS, FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Grace motioned to approve the Consent Agenda, with the exception of Item #7.6; seconded by Commissioner Salvino. The motion carried unanimously.

7.6 RESOLUTION #2018-153

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, DESIGNATING STIRLING ALYA, LLC'S AFFORDABLE HOUSING CONTRIBUTION OF EIGHTY-TWO THOUSAND DOLLARS (\$82,000.00) TO THE CITY OF DANIA BEACH AS REQUIRED BY BROWARD COUNTY TO THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY'S "AT HOME DANIA BEACH AFFORDABLE HOUSING" PROGRAM; AUTHORIZING THE CITY MANAGER AND FINANCE DIRECTOR TO ALLOCATE STIRLING ALYA, LLC'S REQUIRED AFFORDABLE HOUSING CONTRIBUTION PAYMENT TO THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-153.

Commissioner Salvino asked if the money is automatically allocated to the CRA.

City Manager Baldwin responded the City is giving it to the CRA, but is not required to do so.

Rickelle Williams, CRA Executive Director, explained Stirling Alya has to put the money towards affordable housing, and the City does not have a program.

Commissioner Salvino suggested taking the money into the CRA and allocating it also to those who own homes outside the CRA boundaries; it should not just be within the CRA.

Commissioner Grace disagreed, and said we should upgrade where we started and then work out to other areas.

Mayor James said she reviewed the CRA plan that was implemented in 2015 and it specifically speaks about creating an affordable housing trust fund. There has not been an effort to have affordable housing in the City before the money was offered. If the City wants to mirror a similar housing program, that is up to the City Manager to do. She favors keeping the money where it is proposed to go.

Commissioner Brandimarte questioned who would help those outside the CRA if the money goes to the CRA area only.

Director Williams noted the CRA is currently working to develop an affordable housing trust fund to bring in money that would be split between the CRA and the City. Outside counsel has advised us to do a study, which a company is currently doing. Once it is prepared, an ordinance will be brought to the Commission that would allow for revenue for both the City and the CRA.

Commissioner Salvino said he is not opposed to the money going to the CRA, but he wants to see it spread to others outside the CRA boundaries to have their houses painted or yards improved. He asked if we could look at some of the homes outside of the CRA. He is not voting against giving the money to the CRA, but he wants to help homes outside the CRA.

Commissioner Grace motioned to adopt Resolution #2018-153; seconded by Vice-Mayor Harris.

Commissioner Brandimarte confirmed the money would be transferred to the CRA, with none going to the rest of the City.

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		

8. Bids and Requests for Proposals

8.1 RESOLUTION #2018-156

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDING A BID RELATED TO REQUEST FOR PROPOSAL (RFP NO. 18-014) TO QUEST CORPORATION OF AMERICA, INC. FOR PUBLIC RELATIONS SERVICES PERTAINING TO CITY REBRANDING EFFORTS IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-156.

Commissioner Grace motioned to adopt Resolution #2018-156; seconded by Commissioner Brandimarte. The motion carried unanimously.

8.2 RESOLUTION #2018-157

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO AWARD A BID RELATED TO REQUEST FOR PROPOSAL (RFP NO. 18-015) FOR ADVERTISING, TO MAD 4 MARKETING INC. FOR SERVICES RELATED TO CITY REBRANDING EFFORTS; AUTHORIZING THE PROPER CITY OFFICIALS AND DESIGNEES TO NEGOTIATE AN AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-157.

Commissioner Grace motioned to adopt Resolution #2018-157; 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. Public Hearings and Site Plans

9.1 RESOLUTION #2018-145

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VARIANCE REQUEST (VA-59-18) SUBMITTED BY POP FLORIDA PROPERTIES, LLC (dba POPEYE'S) FOR PROPERTY LOCATED AT 506 SOUTH FEDERAL WAY, 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 September 25, 2018 and October 9, 2018)*

City Attorney Ansbro read the title of Resolution #2018-145, and advised this item was a quasi-judicial hearing and swore-in those who would speak. He asked the Commission to disclose any communication they had on this matter.

Corinne Lajoie, Planning & Zoning Manager, noted staff is requesting the item be continued until November 13, 2018 because activity has not occurred on the site and the applicant is still working on securing a contractor. We will continue this item until construction restarts on the site.

Mayor James questioned taking it off the agenda instead of continuing time after time.

Planning & Zoning Manager Lajoie responded it could be removed and would have to re-advertised. She noted the developer does not want to start construction until all permits are in hand, and they agreed to the continuance.

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 continue Resolution #2018-145, until the November 13, 2018 City Commission meeting at 7:00 p.m.; seconded by Commissioner Salvino. The motion carried unanimously.

10. Discussion and Possible Action

10.1 RESOLUTION #2018-158

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE CONVEYANCE OF TWELVE (12) PARCELS OF CITY-OWNED LAND ("PROPERTY") WITHIN THE DANIA BEACH COMMUNITY REDEVELOPMENT AREA AT A PRICE OF TEN DOLLARS (\$10.00) PER PARCEL TO THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") FOR THE PURPOSE OF USING THE PROPERTY TO FACILITATE SINGLE-FAMILY HOUSING DEVELOPMENT IN THE COMMUNITY REDEVELOPMENT AREA; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE DEEDS AND RELATED DOCUMENTS FOR EACH PARCEL FOR THIS PURPOSE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-158.

Commissioner Grace spoke of meeting with City staff and Habitat for Humanity, who were very enthusiastic. Her philosophy is to give the lots to the CRA to combine with the six lots they already have. She does not want to wait two years down the line with Habitat for Humanity; she wants to get this project up and running and the best way is through the CRA. We are only asking for the additional 12 lots to add to the six.

Vice-Mayor Harris said he spoke with James White, Weiss Serota, and his advice is that we should table this tonight and have a workshop because there are all kinds of things to consider when we do a project of this size. He listed several things needing consideration, and noted we have to do the homework, attend the other meetings, and go to state and county officials and start establishing our trust fund. As soon as the six houses are ready, we will use those as a model for what we can do in all parts of the City. He noted in a few weeks, we will have new Commission members and a workshop would bring them up to speed. We should slow down, do what we have, and roar out of the gate in six months or so. He added the money to fund our trust fund is out there; we just have to find it.

Commissioner Salvino commented he is all for this program and wants to see it go; we just need to slow down a little. He asked what would happen if someone defaulted on a loan from a bank.

Director Williams noted we mandate they stay in the house for 10 years. If they default, we would be in second lien position, and would be entitled to get a pro-rated amount.

Commissioner Brandimarte commented about model homes and people being more inclined to buy a house if they could see one already done. She has to see them finished; however, she wants to see how it works before she votes on giving additional parcels. There are unanswered questions for the future that should be discussed at a workshop. She wants to see the pilot program take off before she votes to approve this item.

Mayor James clarified the lots that are being requested; there are seven on the list we are not asking for. She referred to a surplus property activity sheet, and noted she favors giving the lots to the CRA because there will be a model home with these six homes. She is in favor of implementing an affordable housing program for the entire City to obtain grants and funding opportunities. She read from the CRA Plan about affordable housing and noted the Commission formulated the plan. The CRA is merely doing the plan that was given to them; this is the first affordable housing program in Dania Beach. She added the City is not doing much outside of what has recently happened; some of the lots we sold as surplus in 2012 are still vacant. The CRA has done an amazing job; we can workshop the other things about how to go about getting continuous funding. Just because we give the lots to the CRA does not mean the homes will be built tomorrow. With the CRA in the driver's seat, that means we are in the driver's seat.

Commissioner Grace agreed with having a workshop with the new Commissioners as they should be part of making the decision. We are in the driver's seat and as we get more developers coming here, they will be part of the growth process in helping us build Dania Beach.

Vice-Mayor Harris agreed with Commissioner Grace. Interest rates are being raised; we must move a little faster and get our ducks in a row so we can get the financing. There is a lot of information coming at us from every direction, which is why a workshop is necessary. After a workshop, we can proceed as soon as possible.

Mayor James questioned the correlation between the funding and the lots.

Vice-Mayor Harris responded he wants to make sure that we do everything according to the resolutions and we have clear titles to the property, and we just do this right and do it well.

Commissioner Salvino motioned to continue Resolution #2018-158 until after a workshop to further discuss the item; seconded by Commissioner Grace. The motion carried unanimously.

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte commented on Commissioner Grace being honored at the 2nd Annual event of the Broward Section of the National Council of Negro Women, which is a Legacy Awards Gala, on Friday, November 2, 2018 at 7:00 p.m. at the Westin Hotel in Ft Lauderdale. She requested that the City buy a table for all of the Commissioners to attend.

The Commission consensus was for the City to purchase a table.

11.2 Commissioner Grace

Commissioner Grace thanked Eric Brown, Director of Parks and Recreation, for his outstanding efforts going up to the Panhandle and providing items for Hurricane Michael victims. She spoke of the devastation caused by the hurricane, and thanked everyone involved in the relief effort.

Commissioner Grace noted this is Breast Cancer Awareness Month.

11.3 Commissioner Salvino

At Commissioner Salvino's request, the video the Commission made to get out the vote was shown.

11.4 Vice-Mayor Harris

Vice-Mayor Harris noted the National Night Out Against Crime will be held on Wednesday, October 31, 2018 at CW Thomas Park, and he reminded everyone to vote.

11.5 Mayor James

Mayor James questioned the Commission's availability for a workshop.

The Commission agreed to hold a workshop on Monday, October 29, 2018 at 10:00 a.m.

Mayor James spoke of her trip to Washington, D.C. and all of the meetings she attended. There are a lot of resources out there, and she also met with the grant writer we have contracted with. She spoke of her issue with funding requirements for many apprenticeship and youth programs, and noted she will continue to support local programs so that we create our own preventative measures.

Mayor James asked if anyone would want to decorate vehicle trunks for the Trunk or Treat portion of National Night Out. She encouraged the candidates to come out and interact with the community.

Mayor James spoke of early voting and encouraged everyone to vote.

12. Appointments

Mayor James noted she has two vacancies; one on the Education Advisory Board and one on the Parks, Recreation and Community Affairs Advisory Board. She said she would take over Commissioner Grace's appointment (Diana Curry) to the Education Advisory Board.

13. Administrative Reports

13.1 City Manager

City Manager Baldwin noted he would distribute the projects report to the Commission, and thanked all of the veterans in honor of Veterans Day coming up.

13.2 City Attorney

City Attorney Ansbro had no comments.

13.3 City Clerk - Reminders

Monday, October 29, 2018 – 10:00 a.m.
Tuesday, November 13, 2018 - 5:30 p.m.
Tuesday, November 13, 2018 - 7:00 p.m.
Monday, November 19, 2018 - 6:00 p.m.

City Commission Workshop
CRA Board Meeting
City Commission Meeting
Organization Meeting

14. Adjournment

Mayor James adjourned the meeting at 8:08 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

MINUTES OF WORKSHOP
DANIA BEACH CITY COMMISSION
AFFORDABLE HOUSING: CITY-OWNED PARCELS IN THE CRA
MONDAY, OCTOBER 29, 2018 - 10:00 A.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 10:01 a.m.

Present:

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

2. Discussion of Affordable Housing: City-Owned Parcels in the CRA

Commissioner Grace spoke of attending the FRA Conference last week. She now realizes we are on the right track with having this workshop and moving forward with affordable housing, as well as moving forward with giving the 12 lots to the CRA. Additionally, she wants this Commission to start going out for RFPs for the two homes to be built as part of the Oasis program.

Commissioner Salvino noted he got a lot from the FRA Conference. He explained why he is opposed to giving the additional 12 lots to the CRA at this time; there is no hurry with this and he would like to see if this program works out. He addressed issues that remain to be worked out. The issue today is that we are talking about giving more lots to the CRA and he does not understand the rush to do so. He is opposed to a transfer at this time as he would like to see the program get underway and see what funding can be brought to it. A decision should not be made until the new Commission comes in.

Mayor James questioned the progress of the two Smith store properties.

Assistant City Manager Donnelly responded a meeting was held last week with staff and we will soon be soliciting an architecture firm from the three we have continuing services agreements with.

Commissioner Grace noted she would like the homes that will be built to be opened up not only to police officers and teachers, but also to other City employees.

Mayor James said she also attended the FRA Conference, which was very valuable. The CRA has presented the entire program to all of us and there is nothing in the program that we do not know about. A speaker at the conference spoke about displacement, but noted those people were placed in homes under the program. The process is that we should begin the next phase of this program. She spoke about the issue that came up at the Commission meeting about nothing being done for parts of the City outside the CRA; the City Manager or Assistant City Manager, along with the Commission, have had every opportunity to come up with a program, which did not happen. She added there are not many properties outside the CRA area that we can build on. The plan for the CRA was adopted in 2015, and they have everything they need to do their job and we are not giving them the proper resources they need.

Commissioner Brandimarte commented that all of a sudden we are in a big rush to give the lots to the CRA and there are too many unknowns. She questioned how we can legally restrict these lots to residents that qualify and live in the CRA area since the monies come from taxpayers throughout the City. She asked how Habitat For Humanity would work with us and addressed several other questions that require answers before making any decisions, which should not be made until after the election. We need to know how the process works before we add more lots, and also we need to see how other cities do it. She has never wanted to be in the housing business. She spoke of FPL and other large companies; they probably have funds for affordable housing. She questioned who pays for the plans and permits, and noted she stands by her word on the six lots, but not for the other lots.

Vice-Mayor Harris noted the appraisals on the additional lots are rather old, and said the first thing we would have to do is re-appraise them.

Rickelle Williams, CRA Executive Director, explained that after the last Commission meeting, she had the 12 properties appraised; the value is not that much higher than before. They added one more lot, #5, which was not on the original list, and the total appraised value has gone up about \$90,000.00. She noted we have mirrored our program after other cities and explained we would be in the second position to the lender on the mortgage. She explained the down payment is the biggest barrier to getting into a home, and addressed permitting and outside funding.

Commissioner Salvino said we already had six lots and a program underway. He does not understand why Director Williams is pushing for other lots and questioned who authorized the appraisal. He asked why we are being pushed.

Director Williams explained how this has not been a push by CRA staff, but rather at the direction of the CRA Board. It appeared the Board wanted this.

Vice-Mayor Harris spoke of the importance of having a program that is project ready. The six is a good start; we can create an affordable housing trust by which the City Commission can control the future use of all the properties in perpetuity. He also spoke of creating a regional activity center with enough properties in a concentrated area of the CRA. He wants to make sure we are doing the process right and we have final say.

Commissioner Grace concurred with Vice-Mayor Harris. She noted she was the one who said we need to move this forward. She met with Habitat for Humanity and City staff and explained how they operate with their funding, which is at least three years out. She thought we could move forward faster. We are trying to eradicate a blighted area and put taxpayers in homes they will be happy with and that will add to the tax base. There is no hidden agenda; only a concern for first-time homebuyers getting into homes before three or four years out.

Mayor James said that the Commission moving the properties to the CRA does not mean the homes will be built today or tomorrow or even in the next year, but gives the CRA the ability to show the program and what we have in order to ask for additional funding. The Commission would still be in the driver's seat even if we transfer the lots to the CRA. We just want to give the CRA the resources they need to go out and get the funding. Her understanding is development outside the CRA will contribute to the trust fund and those monies may be used outside the CRA.

Director Williams further explained how the trust fund would work.

Commissioner Salvino asked why it has taken the City so long to do something with these lots and why the duplexes have not been put up for auction.

City Attorney Ansbro explained once the lots are surplussed, they would go directly out to the public for sale.

Mayor James noted we have lots that we have sold to the public; five are still vacant. We cannot trust that the developers are going to build on the land, and we cannot make them do so. The transferring of the lots does not mean homes will be built in the near future; they will give a boost to the pilot program to get funding.

Commissioner Brandimarte said she wants to first see the program proven with the six lots. The next Commission could change this and questioned why we are in such a rush.

Director Williams spoke of the market rate housing project on the Smith store parcels, which will yield two homes. The CRA is trying to leverage an in-kind contribution from the City; we have a plan to move forward to get an increase to the tax base. Our intent is not to sit on the lots, but to find additional resources to make sure we are adding to the tax base. Ten properties were put up for sale in 2012 and six of the eight sold are still vacant. She proposes homes that will inspire other people who own vacant lots to also invest and develop and to follow our lead.

Commissioner Grace asked about the duplex on 5th Street that nothing has been done with.

Marc LaFerrier, Director of Community Development, noted the property had never been declared surplus by the Commission and was not brought forward to the Commission to request to be surplussed.

Vice-Mayor Harris questioned if the duplex could be renovated to incorporate it into the affordable housing program.

Director of Community Development LaFerrier said yes, if that is what the Commission and CRA Board wants to do.

Director Williams addressed the multi-family opportunities within the 12 lots; the CRA Board could decide to do a mix of ownership and rental on an affordable level. We could look at the duplex, which would be valued a little higher than single-family homes.

Assistant City Manager Donnelly addressed the surplus property sold in 2012; the intent of the Commission at that time was to put the property back in circulation so that if the economy was right, people would build housing. He also addressed the escheated properties from Broward County and the properties associated with the airport agreement. He noted we have not sold the properties and explained the strategy for their use. He spoke of the property at 56 NW 8th Avenue, which was purchased with CDBG funds. His understanding is we would have to pay the money back if we did not follow through with our original obligations for its use. Lastly, the Oasis properties were not purchased as a housing program; the cost was for the property and it has cleaned up the neighborhood. The return on investment has already started.

Commissioner Grace stated she is not in favor of the duplex and the absentee landlords. The City is not going to go in there and be a landlord because that is not the business we are in. She does not want someone living elsewhere to own it. The best thing we can do with it is to buy it, tear it down and build a new home on the property. She noted she would like to put the vacant lots on the next Commission meeting agenda.

Commissioner Salvino felt perhaps we should put the two lots with the duplexes on the next Commission agenda so the money is available to help with the program.

Mayor James said she wants to eradicate the problem; we cannot guarantee the buyers of the property will do anything with the property.

Vice-Mayor Harris asked about the ordinance for the Affordable Housing Trust Fund.

James White, Weiss Serota, Special Counsel, explained the next step is to complete the Affordable Housing Linkage Study in order to finalize the affordable housing ordinance, which would establish the trust fund and would set out fees for developers to contribute based on their impact. The study should be finalized by the end of the year; it establishes the legal basis for charging the impact fee on development.

Vice-Mayor Harris questioned if we could incorporate a percentage of the impact or the building fee that would go into the Affordable Housing Trust Fund.

Attorney White responded yes and explained the difference in methodology for residential and commercial. We will not know the details until we get the study back.

Commissioner Grace requested the item conveying the lots to the CRA be placed on the November 13, 2018 City Commission agenda.

3. Adjournment

Mayor James adjourned the meeting at 11:05 a.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 Darren Greene, Utilities Mechanic II, to attend VT SCADA (Supervisory Control and Data Acquisition System) Training in Orlando, Florida, on December 2-7, 2018 (Estimated cost \$2,339.52)

Purchasing Requests ONLY

Dept:

Acct #:

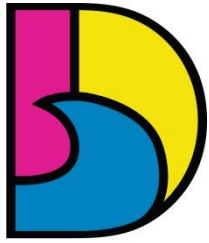
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo FY19- D. Greene's Travel SCADA Training ps (3), Travel Request - Darren Greene - VT SCADA Training December 2-7, 2018



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: November 13, 2018

SUBJECT: Travel Authorization Approval-Darren Greene/Supervising Control and Data Acquisition System Training (SCADA)

During Fiscal Year 2017-2018, the City implemented the Supervising Control and Data Acquisition System (SCADA) for the Utility Division. The SCADA System is almost completely installed and staff will need advance training in order to maximize this system to its best use.

Darren Greene, Utilities Mechanic II, will be attending the SCADA VT Training in Orlando, FL from December 2, 2018 – December 7, 2018. Travel is estimated in the amount of \$2,339.52.

Funding for travel will be appropriated from the Sewer Utility Collection Travel and Per Diem Training Account No. 402-35-02-535-40-10.

Recommendation

Staff recommends City Commission approval of a Travel Authorization for Darren Greene.

CITY OF DANIA BEACH TRAVEL AUTHORIZATION

EMPLOYEE: Darren Greene
DEPARTMENT: Public Services/Utilities
LOCATION: Orlando, FL
TRIP/TRAINING DATE: Dec 2, 2018 - Dec 7, 2018
PURPOSE: VT SCADA Training

CHECK ONE

- ☐ Certification
☒ General Training
☐ License
☐ Other

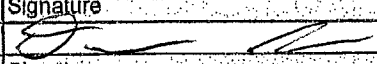
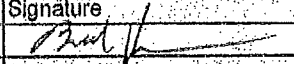
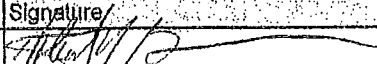
Note any overnight or out of state travel events attended in the last 12 months:

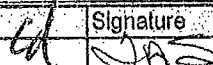
N/A

ACCOUNT NO: 402-35-02-535-40-10

COST SUMMARY		
Expense	Description	Estimate
Registration Fee	VTScada	\$ 1,000.00
Lodging (5 nights @ \$129.00)	Doubletree by Hilton	\$ 645.00
Parking (5 nights @ \$19.95)	Doubletree by Hilton	\$ 99.75
Per Diem (M&IE) Allowance	Darren Greene	\$ 363.00
TOTAL EXPENSES		\$ 2,107.75

MILEAGE DETAIL - PERSONAL VEHICLE (attach MapQuest or Google Maps mileage calculation)			
Departure/Destination		Standard Mileage Calculation	
		Cost per Mile	Round Trip Mileage
Dania Beach, FL		0.545	425.3
Orlando, FL			
TOTAL MILEAGE CALCULATION			\$ 231.77
TOTAL ESTIMATED TRAVEL COST			\$ 2,339.52

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
Darren Greene		11/1/18
Department Director (print)	Signature	Date
Bradford Kaine		10/31/18
Finance Director (print)	Signature	Date
Nicki Satterfield		10/31/18
City Manager (print)	Signature	Date
Robert Baldwin		11/1/18

TO BE COMPLETED BY FINANCE		
Preparer (print name)	Signature	Date
Tania Stevens		10/31/18

Operation & Configuration Training Course



Dec 3 - Dec 6, 2018

Orlando, FL

Course Overview:

Operators and developers will learn about the many features of the VTScada monitoring and control software by creating a working, full-featured application from start to finish. This course will explain how to use the native display screens, connect to hardware, build new displays, work with alarms, configure security and much more.

Time/Date:

Monday December 3rd to Thursday December 6th, 9:00am to 5:00pm

Location:

Trihedral's Training Facility, Millenia Lakes One, 4700 Millenia Blvd., Suite 260, Orlando, FL, 32839-6014

More Information:

Email bryan.sinler@trihedral.com or call 1.407.403.3785

Register Online

Organization Information

ORGANIZATION

City of Dania Beach

ADDRESS

1201 Stirling Road

CITY

Dania Beach

STATE/PROVINCE

FL

COUNTRY

United States

PHONE

954-924-6808

FAX

954-923-1109

Contact Person

NAME

Antoine Johnson

TITLE

Office Manager

EMAIL

ajohnson@daniabeachfl.gov

Attendees

ATTENDEE #1 NAME

Darren Greene

TITLE

Utilities Mechanic III

EMAIL

dgreene@daniabeachfl.gov

[+ Add Another Attendee](#)**Payment Method - \$1,000.00 per attendee (plus applicable taxes)**

☒ Credit Card (Once you receive an invoice, please contact Lynne Erickson at 1.800.463.2783 ext 236 with your credit card details.)

☐ Purchase Order

☐ Mailed Cheque

Cancellation Policy

- Less than two weeks' notice = No charge will apply
- Less than two weeks' notice = 50% of the course cost will be charged
- Failure to arrive without notice = 100% of the course cost will be charged

Register Now*

*note - By registering; you agree to allow Trihedral Engineering Ltd to contact you by email.

5780 Major Blvd., Orlando, Florida, 32819, USA
+1-407-351-1000



Reservation Confirmation # 95648689

Hotel

DoubleTree by Hilton Hotel at the Entrance to Universal Orlando
5780 Major Blvd.
Orlando, Florida 32819
USA
Phone: +1-407-351-1000

[Maps and directions](#), [Local guide](#)

Room and Plan Selection

DETAILS	(USD)
1 KING BED-UNIVERSAL VIEW-NONSMOKING 	
<u>FLEXIBLE RATE</u>	
Price:	\$645.00
Taxes:	\$80.63
Total for stay:	\$725.63

Stay Information

Arrival: Sunday, 02 Dec 2018
Departure: Friday, 07 Dec 2018
1 room for 5 nights
1 adult

Early check-in cannot be guaranteed. Contact the hotel to inquire about early check-in or late check-out. Hotel check-in time is 4:00 pm and check-out is at 11:00 am.

Guest Information

Guest name: DARREN GREENE
Additional Guests:
Address type: Home
Address: On file
Email: On file
Phone: On file
Comments: On file

- Early arrival expected

Payment Information

Card type: Visa
Card number: *****9975
Expiration: Jan 2020

DARREN GREENE, you are eligible for a custom upgrade!

Premium rooms can be offered at check-in for as little as \$11 extra per night!

[Show my custom upgrade](#)

Driving directions

To our hotel: For directions to the DoubleTree by Hilton Hotel at the Entrance to Universal Orlando, see below. We look forward to welcoming you to our hotel near Universal Orlando.

From I-4 WEST, take exit 75B - SR-435 North/Kirkman Rd. Merge onto FL-435 North. Turn right at traffic light onto Major Blvd. then left into the hotel driveway.

From I-4 EAST take exit 75B SR-435 North/Kirkman Rd. Merge onto FL-435 North. Turn right at traffic light onto Major Blvd. then left into the hotel driveway.

From Orlando International Airport: Exit Airport via north exit and signs to 528 west (Beeline Expressway). Take 528 west to Interstate 4 (I-4) east. Exit at 75B, left hand exit. Turn right at the first traffic light onto Major Blvd. Hotel is on the left.

Rules & Restrictions

Taxes

- 6.00 % per room per night
- 6.50 % per room per night

Guarantee Policy

There is a Credit Card required for this reservation.

If you use a debit/credit card to check in, a hold may be placed on your card account for the full anticipated amount to be owed to the hotel, including estimated incidentals, through your date of check-out and such hold may not be released for 72 hours from the date of check-out or longer at the discretion of your card issuer.

Cancellation Policy

Free cancellation before 11:59pm local hotel time on 29 Nov 2018.

At check in, the front desk will verify your check-out date. Rates quoted are based on check-in date and length of stay. Should you choose to depart early, price is subject to change.

We reserve the right to cancel or modify reservations where it appears that a customer has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.

Totals listed here are estimated based on current taxes and exchange rates (if applicable) and do not include additional fees/charges that may be incurred during your stay.

Optional services for an additional charge

- Parking charges: Self parking - \$19.95, Overnight Parking. Valet parking - \$23.95, Overnight Parking

[Booking Terms & Conditions](#)

Stevens, Tania

From: Johnson, Antoine
Sent: Wednesday, October 31, 2018 10:51 AM
To: Stevens, Tania
Subject: FW: VTScada Training Course - Meals

Hi Tania,

Please see below email .

Thanks again,



Antoine Johnson
Office Manager | City of Dania Beach
ajohnson@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL 33004
Phone: 954-924-6808 x3882 | Fax: 954-923-1109

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Bryan Sinkler [mailto:bryan.sinkler@trihedral.com]
Sent: Wednesday, October 31, 2018 10:48 AM
To: Johnson, Antoine
Subject: VTScada Training Course - Meals

Hi Antoine,

I just wanted to let you know that meals, lodging and travel expenses are not covered for our upcoming Operations and Configurations course. Please let me know if you have any questions or concerns. Thanks.

Regards,

Bryan Sinkler
Technical Sales
Trihedral Orlando
www.trihedral.com
Mobile: 407.403.3785
Office: 407.888.8203
Tech Support: 855-VTSCADA

VTScadaFest 2019 - January 16 and 17, 2019 - Orlando, Florida Find out all the details<<https://www.trihedral.com/vtscadafest-2019>>
Don't miss out on Early Bird Tickets, on sale until October 31, 2018!

City of Dania Beach **Travel Per Diem Calculator**

Traveler Name: Darren Greene

Description of Trip: VT SCADA Training

FY 19 Daily Per Diem Rate here: \$ 66.00

Location Orlando,FL

First Date of Travel 2-Dec-18

Last Date of Travel 7-Dec-18

						Travel
						Sunday
Date						2-Dec-18
Breakfast 15%						
Lunch 35%						
Dinner 50%						
Total Daily total =						\$ 49.50

					Travel		
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date	3-Dec-18	4-Dec-18	5-Dec-18	6-Dec-18	7-Dec-18		
Breakfast 15%	\$ 9.90	\$ 9.90	\$ 9.90	\$ 9.90			
Lunch 35%	\$ 23.10	\$ 23.10	\$ 23.10	\$ 23.10			
Dinner 50%	\$ 33.00	\$ 33.00	\$ 33.00	\$ 33.00			
Total Daily total =	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 49.50		

Pro-rating Per Diem for Travel Date of Departure/Return: \$ 49.50

Total Per Diem Due to Traveler **\$ 363.00**

Meal Exclusions		
Date	Meal Provided	Amount
No Meals Provided		

FY 2019 Per Diem Rates for Orlando, Florida

I'm Interested In: [Lodging Rates](#) [Meals & Incidentals \(M&IE\) Rates](#) [New Search](#)



Lodging by month (excluding taxes) | October 2018 - September 2019

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 \(NACCO\)](#) website (a non-federal website).



Filter Results...

Primary Destination	County	2018 Oct	Nov	Dec	2019 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Orlando	Orange	\$122	\$122	\$122	\$152	\$152	\$152	\$122	\$122	\$122	\$122	\$122	\$122

Showing 1 to 1 of 1 entries



Meals & Incidentals (M&IE) Breakdown

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

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.



Filter Results...

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Orlando	Orange	\$66	\$16	\$17	\$28	\$5	\$49.50

YOUR TRIP:Total Route: **6 hr 28 min - 425 miles**

Est. Fuel cost: \$32.90 - IRS Reimbursement: \$231.77

Print a full health report of your car with HUM
vehicle diagnostics (800) 906-2501

100 W Dania Beach Blvd, Dania, FL 33004-3643



1. Start out going west on W Dania Beach Blvd toward NW 3rd Ave.

Then 0.03 miles



2. Turn left onto SW 3rd Ave.

Then 0.25 miles



3. Turn right onto Stirling Rd/FL-848.

Then 0.91 miles



4. Merge onto I-95 N toward W Palm Bch.

Then 64.37 miles



5. Merge onto W Indiantown Rd/FL-706 W via EXIT 87B toward Okeechobee.

Then 0.87 miles



6. Merge onto FL-91 N toward Orlando (Portions toll).

Then 143.28 miles



7. Take the I-4 exit, EXIT 259, toward Orlando/Tampa.

Then 0.47 miles



8. Keep right to take the I-4 E ramp toward Downtown Orlando.

Then 0.62 miles



9. Take the Conroy Road exit, EXIT 78.

Then 0.71 miles



10. Keep right to take the Conroy E ramp toward MALL AT MILLENIA.

Then 0.03 miles



11. Turn right onto Conroy Rd.

Then 0.18 miles



12. Turn right onto Millenia Blvd.

Then 0.91 miles

↩ 13. Turn left.

Then 0.01 miles

↩ 14. Turn left onto Millenia Blvd.

Then 0.14 miles



15. 4700 MILLENIA BLVD is on the right.



4700 Millenia Blvd, Orlando, FL 32839

This leg: 3 hr 14 min - 212.77 miles



1. Start out going northeast on Millenia Blvd toward Millenia Lakes Blvd.

Then 0.78 miles

↩ 2. Turn left onto Conroy Rd.

Then 0.39 miles

↩ 3. Turn slight left to take the I-4 W ramp toward Tampa.

Then 0.03 miles

↩ 4. Merge onto I-4 W via the ramp on the left.

Then 1.00 miles

↩ 5. Merge onto FL-91 S via EXIT 77 toward Miami (Portions toll).

Then 143.80 miles

↩ 6. Take the FL-706 exit, EXIT 116, toward Jupiter.

Then 0.52 miles

↩ 7. Turn left onto W Indiantown Rd/FL-706.

Then 0.14 miles

↩ 8. Merge onto I-95 S toward W Palm Beach.

Then 64.12 miles

↩ 9. Take the FL-848/Stirling Rd exit, EXIT 22.

Then 0.39 miles

↩ 10. Keep left to take the ramp toward Dania Beach.

Then 0.02 miles

↩ 11. Turn left onto Stirling Rd/FL-848.

Then 1.01 miles

12. Turn slight left onto SW 3rd Ave.

Then 0.27 miles

13. Turn right onto W Dania Beach Blvd.

Then 0.03 miles

14. 100 W DANIA BEACH BLVD is on the right.

100 W Dania Beach Blvd, Dania, FL 33004-3643

This leg: 3 hr 14 min - 212.49 miles



Book a hotel tonight and
save with some great deals!
(1-877-577-5766)



Car trouble mid-trip?
MapQuest Roadside
Assistance is here:
(1-888-461-3625)



Standard Mileage Rates for 2018 Up from Rates for 2017

IR-2017-204, Dec. 14, 2017

WASHINGTON — The Internal Revenue Service today issued the 2018 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2018, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 54.5 cents for every mile of business travel driven, up 1 cent from the rate for 2017.
- 18 cents per mile driven for medical or moving purposes, up 1 cent from the rate for 2017.
- 14 cents per mile driven in service of charitable organizations.

The business mileage rate and the medical and moving expense rates each increased 1 cent per mile from the rates for 2017. The charitable rate is set by statute and remains unchanged.

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously. These and other requirements are described in Rev. Proc. 2010-51.

Notice 2018-03, posted today on IRS.gov, contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan.

Page Last Reviewed or Updated: 14-Dec-2017

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)
--

ADOPT RESOLUTION PROVIDING FOR APPROPRIATION OF FUNDS FOR FISCAL YEAR 2017-2018

Purchasing Requests ONLY		
--------------------------	--	--

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

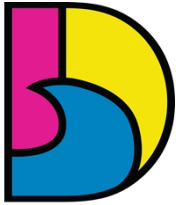
Fund:

Fiscal Impact/Cost Summary

--

Exhibits Attached

DFA-18-022-End of Year Budget Adjustment, R-2018- End of Year Budget Adjustment



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

TO: Robert Baldwin, City Manager Memo: DFA-18-022
VIA: Colin Donnelly, Assistant City Manager
FROM: Nicki Satterfield, Finance Director
DATE: October 23, 2018
SUBJECT: End of Year Budget Resolution

BACKGROUND AND DISCUSSION

The City performs an end of year review of all departmental budgets which may require additional appropriations at the end of the year. A review of the FY 2017-2018 budget indicates there are additional budgetary needs relating to the following:

- General Fund to recognize and appropriate funds received from the State of Florida that are designated for supplemental Police and Fire retirement benefits under FS 175 and FS 185. These funds are received annually toward the end of the fiscal year and are required to be transmitted to the City's Police & Fire Pension Plan within five (5) days of receipt. The amounts received under Chapter 175 and 185 were \$144,607.4910 and \$250,051.31, respectively.

REQUEST

Finance recommends approval by the City Commission of the attached resolution that recognizes and appropriates the funds as necessitated.

RESOLUTION NO 2018-159

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PROVIDING FOR APPROPRIATION OF FUNDS FOR FISCAL YEAR 2017-2018; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Dania Beach approved a budget for fiscal year 2017-2018 in September, 2017; and

WHEREAS, the Administration's end-of-year further review of City operations through September 30, 2018, projects an estimated need for additional funding appropriations in various Departments, capital projects and loan advances for consideration by the City Commission at the final meeting of the fiscal year;

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

Section 1. That the City Administration is authorized and directed to amend the approved 2017/2018 City budget as follows:

General Fund

Appropriation of Funds Sources/Transfer From:

Fire Chapter 175 Florida Statutes Pension Supplement	001-0000-312-51-00	\$ 144,607.49
Police Chapter 185 Florida Statutes Pension Supplement	001-0000-312-52-00	<u>250,051.31</u>
Total Sources of Funding		<u>\$391,174.41</u>

Appropriation of Funds/Transfer To:

Fire – Pension Supplement (State reimbursement)	001-22-01-522-22-12	\$ 144,607.49
Police – Pension Supplement (State reimbursement)	001-21-01-521-22-11	<u>250,051.31</u>
Total Uses and Appropriations		<u>\$ 391,174.41</u>

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 retroactively to September 30, 2018 upon its passage and adoption.

PASSED AND ADOPTED on November 13, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING RESOLUTION 2018-140; AUTHORIZING THE PUBLIC SERVICES DEPARTMENT TO UTILIZE PRICING FROM COBB COUNTY, GEORGIA UNDER THE U.S. COMMUNITIES NATIONAL COOPERATIVE PROGRAM WITH GARLAND/DBS INC. INVITATION TO BID("ITB") NO. 14-5903 FOR ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES FOR REPAIR OF THE OCEAN RESCUE BUILDING LOCATED ON NORTH ROAD, DANIA BEACH, IN AN AMOUNT NOT TO EXCEED NINETY TWO THOUSAND SIX HUNDRED DOLLARS (\$92,650.00); PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

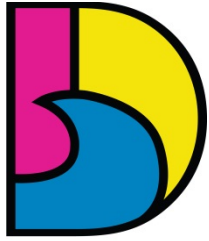
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

2018 Agenda Memo- Ocean Rescue Building Roof Repair Permission to Piggyback Garland - rev3, R-2018- Ocean Rescue Building Roof Repairs Cobb County Piggyback - Amending R-2018-140, Exhibit A-USC Proposal 25-FL-181090 Dania Beach (2)



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, City Engineer

Date: November 13, 2018

RE: Ocean Rescue Building Reroofing – Request Approval to Enter into A Contract with Garland/DBS, Inc. under Bid No. 14-5903 with Cobb County Board of Commissioners utilizing ITB Bid No. 14-5903 under the U.S. Communities National Cooperative Program

The current roofing of the Ocean Rescue Building is badly in need of reroofing due to corrosive action of the sea environment. This is necessary in order to keep the building in good repair and in preparation for the major renovation of the bathroom facilities that has been scheduled for implementation under the Beach Revitalization Project Phase 2.

Public Services requested City Commission approval on September 25, 2018 to enter into an agreement with Garland/DBS Inc. utilizing pricing from Cobb County, Georgia ITB 14-5903 effective through December 31, 2019, for roof repairs of the Ocean Rescue Building in an amount not to exceed Seventy Five Thousand Dollars (\$75,000.00). This was approved by the City Commission as Resolution No. 2018-140. However, immediately after the resolution was approved, market conditions have changed due to Hurricane Michael thereby resulting in increased cost to the project; a proposal for which is attached as Exhibit “A” resulting in the need for additional funding in the amount of Seventeen Thousand Six Hundred Fifty Dollars (\$17,650.00).

Recommendation

Public Services requests City Commission approval to increase funding for this project in the amount of \$17,650.00 for an adjusted project cost not to exceed \$92,650.00. Funding for this project is available from the Beach Revitalization Project Phase 2.

RESOLUTION NO. 2018-160

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING RESOLUTION 2018-140; AUTHORIZING THE PUBLIC SERVICES DEPARTMENT TO UTILIZE PRICING FROM COBB COUNTY, GEORGIA UNDER THE U.S. COMMUNITIES NATIONAL COOPERATIVE PROGRAM WITH GARLAND/DBS INC. INVITATION TO BID ("ITB") NO. 14-5903 FOR ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES FOR REPAIR OF THE OCEAN RESCUE BUILDING LOCATED ON NORTH ROAD, DANIA BEACH, IN AN AMOUNT NOT TO EXCEED NINETY TWO THOUSAND SIX HUNDRED FIFTY DOLLARS (\$92,650.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission; and

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 requested City Commission approval on September 25, 2018 to enter into an agreement with Garland/DBS Inc. utilizing pricing from Cobb County, Georgia ITB 14-5903 effective through December 31, 2019, for roof repairs of the Ocean Rescue Building in an amount not to exceed Seventy Five Thousand Dollars (\$75,000.00); and

WHEREAS, the City Commission approved Resolution 2018-140 authorizing a not to exceed amount of Seventy Five Thousand Dollars (\$75,000.00); and

WHEREAS, labor market conditions have changed due to Hurricane Michael, which has caused an increase in cost, and an updated proposal reflecting that increase is attached as Exhibit "A", resulting in the need for additional funding in the amount of Seventeen Thousand Six Hundred Fifty Dollars (\$17,650.00);

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 amend Resolution 2018-140 for the purchase of roofing supplies and services from Garland/DBS, Inc. utilizing the Cobb County Contract ITB No. 14-5903, under the U.S. Communities National Cooperative Program, in an amount not to exceed Ninety Two Thousand Six Hundred Fifty Dollars (\$92,650.00).

Section 3. That the City Manager and City Attorney are authorized to enter into an agreement and make minor revisions to such documents as are deemed necessary and proper for the best interests of the City, provided however, that the City Attorney will be afforded time to review the ITB which is extensive, before an agreement can be executed.

Section 4. That additional funding is available in the amount of Seventeen Thousand Six Hundred Fifty Dollars (\$17,650.00) and shall be appropriated from the Beach Revitalization Project Phase 2 which has a current available balance of Five Hundred Sixty Four Thousand Nine Hundred Thirty Two Dollars (\$564,932.00) leaving a remaining balance of Five Hundred Forty Seven Thousand Two Hundred Eighty Two Dollars (\$547,282.00).

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

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

PASSED and ADOPTED on November 13, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Ocean Rescue Building
City of Dania Beach
151 N Beach Rd.
Dania Beach, FL 33004

Date Submitted: 10/12/2018
Proposal #: 25-FL-181090
MICPA # 14-5903

Florida General Contractor License #: CGC1517248

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This budget/estimate should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

Scope of Work:

1. Remove existing metal roof down to wood deck. Dispose of all material in a professional manner.
2. Remove existing 30# felt.
3. Replace all rotted wood deck & fascia where water damage is evident. Include 6 sheets of plywood deck replacement to be included in the base bid (addendum 1).
4. Mechanically Fasten Viking AOB base sheet per wind uplift calculations (addendum #1) .
5. Install a cover board with Class A Fire Rating.
6. Install Viking UDL Metal Peel and Stick underlayment or Versashield.
7. Install Garland R-Mer Span Standing Seam, 16" panel, 032 Aluminum, Kynar Coated Roof per manufacturer standard recommendations and guidelines per NOA# 12-0731.01.
8. Replace all exterior fascia (addendum #1)
9. Show Drawings & Engineering required from Garland.
10. Garland to issue 30 Year Warranty per standard terms and conditions.
11. Standard color selections included.

Line Item Pricing

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.42	Tear-off & Dispose of Debris: SYSTEM TYPE Metal Roofing System - Wood / Tectum Deck	\$ 1.91	2,800	SF	\$ 5,348
3.12	Removal & Replacement of Roof Deck: DECK TYPE Wood Deck	\$ 5.10	192	SF	\$ 979
14.11.02	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): INSULATION OPTIONS FOR ARCHITECTURAL STANDING SEAM ROOF INSTALLATION OVER SUBSTRATE: INSULATION OPTION: - Architectural Application - No Insulation - WOOD DECK: Class A Fire- Retardant Underlayment	\$ 3.22	2,800	SF	\$ 9,016
14.11.01	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): INSULATION OPTIONS FOR ARCHITECTURAL STANDING SEAM ROOF INSTALLATION OVER SUBSTRATE: INSULATION OPTION: - Architectural Application - No Insulation; 30 lbs. Felt Underlayment Over Deck	\$ 0.65	2,800	SF	\$ 1,820
14.21.01	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": THICKNESS OPTION: - Bare Aluminum Panel Price - 0.032" Aluminum, 18" - 19" Wide Panels	\$ 5.00	2,800	SF	\$ 14,000
14.21.04	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": PANEL WIDTH OPTION: - Add for 16" - 17" Panel Width - Aluminum	\$ 0.60	2,800	SF	\$ 1,680
14.21.11	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": COLOR OPTION: - Add for Standard Colors - Fluorocarbon Paint System Over Aluminum or Galvalume Coated Steel Or Equal	\$ 1.05	2,800	SF	\$ 2,940

14.21.31	METAL ROOFING SYSTEMS - LOW SLOPE & STEEP SLOPE (2): ROOF CONFIGURATION Architectural or Structural Standing Seam Roof System; Seam Height At or Above 2": PANEL INSTALLATION OPTION: - Structural Application - Installed Over Open Framing At or Above 3:12 Slope	\$ 5.02	2,800	SF	\$ 14,056
	Sub Total Prior to Multipliers				\$ 49,839
22.31	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - ROOF IS CONSIDERED NON-STANDARD ARCHITECTURE OR HAS GREATER THAN 4/12 SLOPE Multiplier Applied when Roof Area is not Boxed-Shaped, Contains Multiple Sharp Angles and/or Curves, or the Roof has a Greater than 4/12 Slope, Very Steep.	35%		%	\$ 17,444
22.11	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - LIMITED / OBSTRUCTED / DIFFICULT ROOF ACCESS Multiplier Applied when Access to the Roof is Limited to Specific Entry Points, Equipment & Materials Cannot be Lifted by Crane on the Roof, or Access is Dependent Upon Road Closure	30%		%	\$ 14,952
22.43	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - ROOF SIZE IS GREATER THAN 2,000 SF, BUT LESS THAN 3,000 SF Multiplier Applied when Roof Size is Less than 3,000 SF, but Greater than 2,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Not Completely Absorbed Across Roof Area	60%		%	\$ 29,904
	Sub-Totals After Multipliers				\$ 112,138

Base Bid Total Maximum Price of Line Items under the MICPA: \$ 112,138

Proposal Price Based Upon Market Experience: \$ 92,650

Garland/DBS Price Based Upon Local Market Competition:

PSI	\$ 92,650
Advanced Roofing	\$ 95,018
Rapid Roof	\$ 99,935

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid 60 Days from date listed above.

Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is excluded.
6. Temporary protection is excluded.
7. Prevailing Wages are excluded.
8. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Steve Rojek

Steve Rojek
Garland/DBS, Inc.
(216) 430-3613

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 EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS FOR TEMPORARY PERSONNEL SERVICES TO BE PURCHASED FROM VARIOUS STAFFING VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT 13-D-140F, FOR FISCAL YEAR 2018-2019, WHICH MAY EXCEED ANNUAL SINGLE VENDOR TOTALS OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); REQUIRING INITIAL PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED DEPARTMENTAL BUDGET APPROPRIATIONS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo 2018 - Co-Op memo (Fin Rev 10-17-18), R-2018-xxx Temporary Staffing Services Citywide (Legal Final 10-24-18), R-2018- Temporary Staffing Services Citywide Exhibit A, Multiple Vendors - Temporary Employment Services Exp. 10-14-19

Date: October 17, 2018

To: Mayor Tamara James
Vice Mayor Bill Harris
Commissioner Chickie Brandimarte
Commissioner Bobbie H. Grace
Commissioner Marco Salvino, Sr.

From: Robert Baldwin, City Manager

By: Paula Morrell, MHRM, Human Resources & Risk Management Director

Via: Colin Donnelly, Assistant City Manager

Subject: Temporary Staffing – Southeast Florida Government Purchasing Co-op

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 (\$25,000) 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.

The City budget has the following planned temporary staffing services budgeted in FY 2019 totaling \$100,097:

- 001-72-01-572-31-10 \$24,000 (Parks & Recreation)
- 001-39-02-539-34-10 \$76,097 (Public Services)

However, it has been determined that certain unplanned and unforeseen instances may arise throughout the fiscal year which warrant the use of various temporary personnel services and it has been further determined not every staffing agency provides all positions which may be required throughout the year.

The Administration is seeking approval to utilize the following three vendors under the Southeast Florida Government Purchasing Cooperative Group Contract 13-D-140F which may exceed a single vendor total of \$25,000.00.

- Albion Staffing Solutions, Inc.
- Alpha1 Staffing/Search Firm, LLC
- Tampa Service Co., Inc. d/b/a Pacesetter

All Departments use of temporary staffing shall be made in accordance with the Administration's temporary staffing policy and within the respective Departments' approved operating budget for FY 2018.

Recommendation

The Administration recommends approval of the resolution authorizing the Administration to utilize the following three vendors under the Southeast Florida Government Purchasing Cooperative Group Contract 13-D-140F which may exceed a single vendor total of \$25,000.00.

- Albion Staffing Solutions, Inc.
- Alpha1 Staffing/Search Firm, LLC
- Tampa Service Co., Inc. d/b/a Pacesetter

RESOLUTION NO. 2018-161

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS FOR TEMPORARY PERSONNEL SERVICES TO BE PURCHASED FROM VARIOUS STAFFING VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT 13-D-140F, FOR FISCAL YEAR 2018-2019, WHICH MAY EXCEED ANNUAL SINGLE VENDOR TOTALS OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); REQUIRING INITIAL PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED DEPARTMENTAL 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 or limitation at \$25,000.00 for a vendor each fiscal year; and

WHEREAS, the City has certain planned temporary staffing services budgeted in Fiscal Year 2018-2019; and

WHEREAS, the City Manager has determined that certain unplanned and unforeseen instances may arise throughout the fiscal year which warrant the use by City Departments of various temporary personnel services; and

WHEREAS, the City has identified a need for temporary staffing services to assist in various departments for an estimated amount of One Hundred Thousand Ninety Seven Dollars (\$100,097.00) for Fiscal Year 2018-2019; and

WHEREAS, it has been determined that not every staffing agency provides all positions which may be required by the City; therefore, it is necessary to obtain services from multiple staffing agencies to be made available for use; and

WHEREAS, the City Manager has established a temporary staffing personnel services policy, including guidelines under which temporary staffing services are permissible, a copy of which is attached as Exhibit “A” and made a part of and is incorporated into this Resolution by this reference; and

WHEREAS, the City Manager has determined that such services can be obtained at the least cost to the City without competitive bidding and without advertisement for bids from the following vendors under an existing Co-op Agreement with the Southeast Florida Government Purchasing Cooperative Group, Contract No. 13-D-140F, a copy which is attached as Exhibit “B”, and made a part of and is incorporated into this Resolution by this reference:

- Albion Staffing Solutions, Inc.;
- Alpha1 Staffing/Search Firm, LLC; and
- Tampa Service Co., Inc. d/b/a Pacesetter;

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

Section 1. That the above “Whereas” clauses are approved, made a part of and incorporated into this Resolution by this reference.

Section 2. That the City approves the purchase of temporary staffing services from the various staffing agencies approved under the existing Co-op Agreement with the Southeast Florida Government Purchasing Cooperative Group, contract 13-D-140F, a copy which is attached as Exhibit B, in an amount that may exceed the annual vendor \$25,000.00 purchase threshold from a single vendor.

Section 3. That all Department purchases from any temporary staffing vendor shall be in accordance with the temporary staffing policy and made within the respective Departments’ approved level of their annual budget appropriation.

Section 4. That funding for temporary staffing services in the amount of One Hundred Thousand Ninety Seven Dollars (\$100,097.00) has been budgeted in the Recreation Professional Services Account #001-72-01-572-31-10, and Public Services Contractual Services Account #001-39-02-539-34-10.

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

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

PASSED and ADOPTED on November 13, 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, Florida Temporary Employment Policy

Temporary Employment Policies and Procedures	Supersedes: All previous and existing memos or administrative policies in conflict
Originating Department: City Manager	
Policy Number: CM-2015-001	
Effective Date: October 1, 2015	

Page 1 of 9

1 General Policy Guidelines

1.1 Introduction

All temporary work assignments are intended to be short-term in nature and are not intended to exceed (6) months. Departments are strongly encouraged to fill vacant positions through recruitment; however, temporary staffing services may be used if the assignment has a definite end date that does not exceed (6) six months in duration.

Human Resources will assist departments in filling temporary employment needs when the following circumstances occur:

- Temporary absences of regular employees due to leaves.
- During the recruitment of vacant positions.
- When additional help is needed during peak or seasonal time periods, and on special projects.

Important information regarding temporary employment:

- Short-term Employees cannot work a period of more than (6) six months
- Short-term Employees and Temporary Workers positions are generally non-exempt and are not eligible for any City fringe benefits such as sick leave, vacation, paid holidays, health insurance, or retirement plans.
- Non-exempt Short-term Employees must be paid on an hourly basis and overtime must be paid for any hours worked over 40 hours in a work week.
- Short-term Employees and Temporary Workers should be provided rest periods as provided by the Fair Labor Standards Act

1.2 Purpose

- 1.2.1** The purpose of this policy is to establish guidelines to assist departments with determining the appropriate circumstances for which to utilize temporary workers ("temps"); identifying and placing temporary workers; and managing the temporary work assignments.

1.3 Scope

- 1.3.1** The policy applies to all short-term staff positions to be filled at the City.

1.4 Objectives

- 1.4.1** Provide guidelines for filling temporary employment needs based on employee absences, seasonal needs, and interim vacancies during the recruitment process.

2 Definitions

City - shall mean the City of Dania Beach.

City Manager - shall mean the City Manager of the City of Dania Beach, Florida, and shall, where appropriate to the context, include his duly authorized designee.

Hiring Manager - shall mean the individual primarily responsible for filling the position.

Human Resources (HR) - shall mean the Office of Human Resources and any staff employee in such department.

Recruiter - shall mean the individual working in Human Resources responsible for the hiring function.

Service Level Agreement - shall mean the verbal or written understanding between the recruiter and the hiring manager.

Short-term Employee - shall mean an individual who is appointed to a short-term exempt or non-exempt position or employee for a period of (6) six months or less with the approval of the City Manager.

Temporary Staffing Agency – shall mean an approved agency as designated each year by the City Commission, with approval of the City Manager.

Temporary Worker - shall mean an employee of a temporary staffing agency assigned to the City to work on a specific short-term assignment or for a finite period of time; to complete special projects; to respond to workload fluctuations that are unusual or episodic in nature; to fill in for employees who are on leave; or to fill in during a recruitment period.

3 Authority/Responsibility

The City of Dania Beach Code of Ordinance provides that all City contracts must be approved and signed by the City Manager and the City Clerk. Furthermore, the City Manager has sole authority to hire personnel. Therefore, Departments are prohibited from hiring Short-term Employees and further prohibited from contracting with outside Temporary Staffing Agencies.

3.1 City Manager

- 3.1.1** All requests for either Short-term Employees or Temporary Workers should be submitted at least 21 days prior to the temporary start date for City Manager consideration and approval.

3.2 Department Head or Designee

- 3.2.1** The Department Head should review departmental funding availability before initiating a temporary staffing request. Funding source is subject to Finance review and approval.
- 3.2.2** The Department Head should develop the defined temporary scope of service needed. The scope should include identifying important job functions and qualifications required for successful performance.
- 3.2.3** The Department Head in conjunction with the assistance of Human Resources shall determine and recommend the best method of filling the department's temporary staffing need.
- 3.2.4** The Department Head must monitor completion of the temporary staffing assignment, review hours worked, and approve all invoices related to the temporary staffing assignment. The hiring department is also responsible for monitoring the length of the assignment to ensure adherence to the hiring term approved by the City Manager. All extensions of an assignment must be approved prior to any additional hours being worked by the Shorter-term Employee or Temporary Worker. Under no circumstances should a Short-term Employee or Temporary Worker be allowed to work past the original approved term of temporary employment. Failure to obtain a required extension may result in disciplinary action.
- 3.2.5** The Department Head may seek to dismiss a Short-term Employee or Temporary Worker at any time without cause in conjunction with the Human Resources, the Temporary Staffing Agency or the City Manager as applicable.

3.3 Finance Department

- 3.3.1** Finance will review the request regarding the availability of funds based on the budget of the hiring department. Once approved, the request will be routed to Human Resources for processing.

3.4 Human Resources Department

- 3.4.1** The Human Resources Department provides the requesting department with information on the relevant City policy and procedure for hiring temporary positions.
- 3.4.2** The Human Resources Department in conjunction with the hiring Department is responsible for monitoring the City's adherence to length of assignment. Assignment extensions require approval of the City Manager.
- 3.4.3** The Human Resources Department shall track all Short-term or Temporary Workers approved by the City Manager including the position approved, the duration of the hire, and the expiration of the assignment.
- 3.4.4** The Human Resources Department shall inform the hiring department when the Short-term or Temporary Worker assignment is approaching (30) days prior to the expiration of the approved duration of the temporary assignment.
- 3.4.5** The Human Resources Department is responsible to verify the eligibility of the Short-term or Temporary Worker in conjunction with the Temporary Employment Agency regarding background checks, physicals and other background screenings as deemed necessary for the hiring of an individual on a temporary basis.

4 Temporary Employee Sources

4.1 External Temporary Staffing Agency

- 4.1.1** The agency utilized must be one of the agencies recommended by the City Manager and approved by the City Commission. These agencies are approved on an annual basis by Commission resolution.
- 4.1.2** The agency shall source candidates, conduct interviews and reference checks and ensure all required background checks are completed prior to the begin date of the assignment. When required (e.g. for "critical" assignments), the City may request additional background checks be completed by the agency at an additional cost. When required (e.g. for driving positions), the City may request a driving record check, drug test, and/or physical be completed by the employment agency at an additional cost.
- 4.1.3** The agency shall generate paychecks and invoices based upon hours reported/approved by the City.
- 4.1.4** The agency shall provide Human Resources monthly assignment reports delivered via email no later than the 10th day of the following month.
- 4.1.5** The agency must be in compliance with all applicable employment laws, including but not limited to ensuring completion of employment eligibility forms prior to being assigned to the City.
- 4.1.6** The agency must ensure all staff is covered under their worker's compensation insurance.

4.2 Human Resources Short-term Employee Hiring

- 4.2.1** Provide the requesting department/division with information on relevant City policies and procedures.
- 4.2.2** Source candidates, conduct interviews and reference checks and ensure all required background checks are completed prior to the begin date of the assignment.

4.3 Identifying and Placing Employees via Temporary Staffing Agency

- 4.3.1** Temporary Workers are employees of the Temporary Agency. Therefore, it is recommended the following not be provided to a Temporary Worker:
- Business cards
 - Credit cards
 - Name plates

4.3.2 Additionally, the following types of programs or actions should be handled by the Temporary Worker's employer (agency) and not by the City:

4.3.2.1 Performance appraisals, salary adjustments, employee benefits

- Do not negotiate the pay rate of Temporary Workers. The agency should set pay, as well as handle all communication regarding raises for the worker.
- Do not negotiate a Temporary Worker's vacations or personal time off. Direct the worker to his or her agency, which should then call you regarding coverage prior to approval.
- Do not discuss job opportunities and the temporary worker's suitability for them directly. Instead, refer the worker to publicly available job postings.

4.3.2.2 Disciplinary action

- Do not direct a Temporary Worker on his/her job performance. Instead, call the Temporary Worker's agency and request that they do so, and tell them why it is necessary.
- Do not terminate a Temporary Worker directly. Contact the agency to do so.

4.3.2.3 EEO/Harassment Policies, Procedures and Interpretation

- The City should provide information on specific work-related policies and procedures Temporary Workers need to be aware of during their job assignment. These may include parking, building access, ID badges, smoking, phone systems, e-mail and other communication systems, solicitation, dress code, safety, non-discrimination, culture and conduct, and confidentiality and non-disclosure.
- If there is a need to discuss specific harassment or discrimination issues with Temporary Workers, contact the agency representative for resolution and seek assistance from the City's Human Resources Department.

4.3.2.4 Training

- The City should provide any training that is specific in nature and required to successfully complete the job assignments. This often includes office equipment or specific software training or site-specific safety training.
- Requests for training beyond this scope should be referred to the staffing agency.

4.3.2.5 Travel

- If a temporary worker will be required to travel during the course of their assignment, his or her employer (agency) should be responsible for all costs, reservations and reimbursements. The City should provide adequate notice and information to the appropriate employer (agency).

4.3.2.6 Injuries

- If an injury occurs, contact the agency for instructions
- The agency will provide you with the name of the medical facility contracted by the agency.
- The agency is responsible for workers compensation coverage.
- For life threatening injuries contact, dial 911 for assistance.

4.4 Identifying and Placing Employees via Human Resources

- 4.4.1** Short-term Workers are employees of the City.
- 4.4.2** Department Heads need to complete a position requisition and submit to Human Resources for consideration.
- 4.4.3** Human Resources will submit request to Finance and the City Manager for approval prior to beginning the recruitment process
- 4.4.4** Human Resources will assist the Department in the recruitment and interview process to select the best candidate for the Short-term position.

Approved by:

City Manager

Date

5 APPENDIX

5.1 Forms

Temporary Staffing Request
City Position Requisition Form

CITY OF DANIA BEACH TEMPORARY STAFFING AUTHORIZATION REQUEST

The following form must be completed by the Department Head or authorized designee. Once completed this form shall be submitted to Human Resources for review and recommendation to the City Manager's office for final approval. Departments are requested to seek guidance from Human Resources in determining the best method for temporary staffing needs prior to completion of the request.

DEPARTMENT: [Click here to enter department.](#)

POSITION: [Click here to enter position.](#)

POSITION START DATE: [Click here to enter date.](#)

POSITION END DATE: [Click here to enter date.](#) HOURS: [Enter hours.](#)

REQUEST FOR TEMPORARY WORKER – STAFF AGENCY ☐

REQUEST FOR SHORT-TERM EMPLOYEE ☐

BUDGET ACCOUNT NUMBER [Click here to enter account number](#)

GENERAL SUMMARY: [Click here to provide justification](#)

PRINCIPAL DUTIES AND RESPONSIBILITIES: [Click here to describe job requirements](#)

SPECIAL SKILL REQUIREMENTS: [Click here to describe special skills requirements](#)

Dept. Director Signature: _____ [Click here to enter a date.](#)
Date

Finance Director Signature: _____ [Click here to enter a date.](#)
Date

Human Resources Signature: _____ [Click here to enter a date.](#)
Date

City Manager Signature: _____ [Click here to enter a date.](#)
Date



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

BID/RFP NO.: 13-D-140F
DESCRIPTION/TITLE: Temporary Employment Services
INITIAL CONTRACT PERIOD: 10/15/13 – 10/14/15
FIRST RENEWAL: 10-15-15 – 10-14-17
SECOND RENEWAL: 10-15-17 – 10-14-19 Final Renewal
TERM OF CONTRACT: 2 year term
2 additional 2 year renewal options available

SECTION #1 - VENDOR AWARD

Multiple vendors – see award letters, agenda memo and tabulation attached.

Field Staff: Albion Staffing Solutions, Tampa Service Co., Inc. d/b/a Pacesetter

Office Staff: Albion Staffing Solutions, Alpha 1 Staffing

SECTION #2 – AWARD/BACKGROUND INFORMATION

Initial Award Date: October 2, 2013
First Renewal Award Date: September 21, 2015
Second Renewal Award Date: September 6, 2017
Resolution/Agenda Item No.:
Insurance Required: ☒ Yes ☐ No
Performance Bond Required: ☐ Yes ☒ No

SECTION #3 - PROCURING AGENCY

Agency Name: City of Coral Springs
Agency Address: 9551 W Sample Road
Coral Spring, FL 33065
Agency Contact: Gail Dixon
Telephone: 954 344-1104
Facsimile: 954 344-1186
Email: gdixon@coralsprings.org



September 6, 2017

Mr. Larry E. Kosta
Tampa Service Co., Inc.
d/b/a Pacesetter Personnel Services
129 Lismore St.
Hutto, TX 78634-5685

REFERENCE: Temporary Employment Services for Southeast Florida
Governmental Purchasing Cooperative Group, Bid 13-D-140F

Dear Mr. Kosta:

I am pleased to inform you that the Coral Springs City Commission, at their regular meeting of September 6, 2017, awarded the final two year renewal of the aforementioned Bid for *Field Staff* to Tampa Service Co., Inc. d/b/a Pacesetter Personnel Services. The term of this contract is for a period of two years commencing from October 15, 2017 through October 14, 2019.

Pursuant to the terms and conditions of this Bid, your certificate of Insurance must be forwarded to this office, naming the City of Coral Springs as additional named insured, with coverage and limits described in the bid's *Instructions to Bidders*, Section 6. Your certificate must be kept current and on file throughout the term of this contract.

The attached list of job positions and hourly rates are noted on the tab and are the only items awarded to your firm under this contract. Any other positions or rates are outside of this contract.

The City looks forward to a successful business relationship in this regard. If you require additional information, or have concerns in this matter, please do not hesitate to contact Purchasing Agent Gail Dixon in this office.

Sincerely,

Angelo Salomone
Purchasing Administrator

AS:mlm

cc: D. Pazdra, Director of Human Resources
R. Engle, Director of Parks & Recreation
Southeast Florida Governmental Purchasing Cooperative Group
Participating Members



September 6, 2017

Mr. Andrew Titley, Managing Director
Albion Staffing Solutions, Inc.
2520 N.W. 97th Avenue, #110
Doral, Florida 33172

REFERENCE: Temporary Employment Services for Southeast Florida
Governmental Purchasing Cooperative Group, Bid 13-D-140F

Dear Mr. Titley:

I am pleased to inform you that the Coral Springs City Commission, at their regular meeting of September 6, 2017, awarded the final two year renewal of the aforementioned Bid for *Field Staff & Office Personnel* to Albion Staffing Solutions, Inc. The term of this contract is for a period of two years commencing from October 15, 2017 through October 14, 2019.

Pursuant to the terms and conditions of this Bid, your certificate of Insurance must be forwarded to this office, naming the City of Coral Springs as additional named insured, with coverage and limits described in the bid's *Instructions to Bidders*, Section 6. Your certificate must be kept current and on file throughout the term of this contract.

The attached list of job positions along with the hourly rates are noted on the tab and these are the only items awarded to your firm under this contract. Any other positions or rates are outside of this contract.

The City looks forward to a successful business relationship in this regard. If you require additional information, or have concerns in this matter, please do not hesitate to contact Purchasing Agent Gail Dixon in this office.

Sincerely,

Angelo Salomone
Purchasing Administrator

AS:mlm

cc: D. Pazdra, Director of Human Resources
Southeast Florida Governmental Purchasing Cooperative Group
Participating Members



September 6, 2017

Ms. Garrie Harris, President
Alpha 1 Staffing/Search Firm
3350 S.W. 148th Ave., Suite 220
Miramar, FL 33027

REFERENCE: Temporary Employment Services for Southeast Florida
Governmental Purchasing Cooperative Group, Bid 13-D-140F

Dear Ms. Harris:

I am pleased to inform you that the Coral Springs City Commission, at their regular meeting of September 6, 2017, awarded the final two year renewal of the aforementioned Bid for *Office Personnel* to Alpha 1 Staffing/Search Firm. The term of this contract is for a period of two years commencing from October 15, 2017 through October 14, 2019.

Pursuant to the terms and conditions of this Bid, your certificate of Insurance must be forwarded to this office, naming the City of Coral Springs as additional named insured, with coverage and limits described in the bid's *Instructions to Bidders*, Section 6. Your certificate must be kept current and on file throughout the term of this contract.

The attached list of job positions along with the hourly rates are noted on the tab and these are the only items awarded to your firm under this contract. Any other positions or rates are outside of this contract.

The City looks forward to a successful business relationship in this regard. If you require additional information, or have concerns in this matter, please do not hesitate to contact Purchasing Agent Gail Dixon in this office.

Sincerely,

Angelo Salomone
Purchasing Administrator

AS:mlm

cc: D. Pazdra, Director of Human Resources
Southeast Florida Governmental Purchasing Cooperative Group
Participating Members

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: September 6, 2017
Department: Financial Services
Initiated By: Gail Dixon
DOC ID: 5496

SUBJECT: Temporary Employment Services

PLACEMENT: Consent

REQUESTED ACTION: Request to renew the contract for Bid #13-D-140F for Temporary Employment Services for Blue Collar Positions to **Albion Staffing Solutions** of Miami, FL and **Tampa Service Company Inc.** of Houston, TX and the contract for Temporary Employment Services for White Collar Positions to **Albion Staffing Solutions** of Miami, FL and **Alpha 1 Staffing** of Miramar, FL from October 15, 2017 through October 14, 2019. The City's estimated annual expenditure is \$250,000. (REQUEST TO RENEW)
(INCLUDE CONTRACT START/TERM DATES)

PROJECT REVIEWED BY
OR INCLUDED IN:

ATTACHMENTS:

BACKGROUND / DESCRIPTION:

The Southeast Florida Governmental Purchasing Cooperative Group began approximately 25 years ago with a small group of Broward County cities. The Co-Op has grown to 48 entities from Broward, Miami-Dade, and Palm Beach Counties.

The Co-Op combines the buying power of the members on products or services purchased by the members to achieve the best available pricing under a term contract. The Co-Op also reduces staff time spent on bidding procedures. A lead agency completes the bidding for all members that wish to participate in that procurement.

The City utilizes Temporary Employment Services in lieu of full-time staff or part-time personnel on a regular basis. The hourly rates are low and staff time is saved processing applications and hiring personnel for temporary assignments. The contract also affords the Departments the opportunity to obtain personnel with only a 24 hour notice.

The City of Coral Springs is the lead agency for the Temporary Employment Services Contract, which was utilized by Cooperative Agencies for the current two year contract term. Two vendors are selected for both the White and Blue Collar position categories. Multiple vendors allow each Co-Op agency a better opportunity to find appropriate Temporary personnel.

A four percent increase in the hourly rates was requested, and is being recommended by staff. The recommended increase is due to the current more competitive labor market as well as federally mandated health care expenses for insurance coverage provided by the vendors to their temporary work staff have caused costs to rise.

Code Enforcement has been the main user of the White Collar positions along with Police, Fire, Human Resources, and Community Development for office assistants and senior office assistants. The Parks and Recreation Department has been the main user of the Blue Collar positions for custodial personnel. The quality and dependability of the temporary staff provided

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: September 6, 2017**

Subject: Temporary Employment Services

has been satisfactory, the savings have been substantial, and several have gone on to obtain full time employment with the City.

Examples of positions and hourly wages with the 4% increase are as follows:

<u>Position</u>	<u>Vendor</u>	<u>Current Hourly Rate</u>	<u>4% Increase</u>
Maintenance Worker	Albion	\$10.92	\$11.35
Lead Worker	Tampa	\$14.91	\$15.50
Senior Office Assistant	Alpha 1	\$14.43	\$15.00
Office Assistant	Albion	\$12.13	\$12.61

The Purchasing Division recommends the renewal of the Temporary Employment Services contract to the listed vendors.

Copies to: M. Heller, Director of Financial Services
S. Grant, Deputy City Manager
S. Whitacre, Deputy City Attorney
J. Hearn, City Attorney
D. Pazdra, Director of Human Resources

**TEMPORARY EMPLOYMENT SERVICES FOR
S.E. FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP
BID NO. 13-D-140F
TABULATION**

Vendor		Albion Staffing Solutions		Tampa Service Co., Inc.		Alpha 1 Staffing	
Contact		Maureen Santangelo		Larry Kosta		Garrie Harris	
Phone #		954.796.3336		512.474.4481		954.734.2744	
Item No.	Est. Annual Usage (Hrs)	Description	Unit Price (Per)	Total Price	Unit Price (Per Hr)	Total Price	Unit Price (Per Hr)
A. Blue Collar							
1	6,000	Custodian	\$12.43		\$12.06		
2	30,800	Maintenance Worker	\$11.35		\$12.06		
3	2,200	Lead Worker	\$12.96		\$15.50		
4	120	Water Plant Operator	\$28.82		\$32.48		
5	2,600	Facilities Technician	\$13.68		\$21.91		
6	7,100	Equipment Operator II	\$14.90		NB		
7	100	Inspector I	\$25.93		NB		
B. White Collar							
1	1,700	Receptionist	\$12.28			\$13.10	
2	7,750	Office Assistant	\$12.61			\$17.40	
3	4,320	Principal Office Assistant	\$12.96			\$15.00	
4	5,440	Sr. Office Assistant	\$14.67			\$15.00	
5	300	Permit Services Representative	\$13.64			\$14.41	
6	100	Legal Secretary	\$16.38			\$17.69	
7	540	Accounting Clerk I	\$16.38			\$17.25	
8	200	Accounting Assistant	\$19.10			\$15.28	
9	1,400	Accountant	\$24.56			\$17.69	
10	880	Information Services Technician	\$15.00			\$13.91	
11	1,040	Information Services Specialist	\$15.00			\$16.09	
12	3,040	Public Works Inspector	\$16.38			\$16.09	
13	800	Park Ranger	\$16.38			\$14.19	
14	40	Purchasing Assistant	\$13.64			\$14.19	

The awarded vendors for Blue Collar positions are: Albion Staffing Solutions, and Tampa Service Co.

The awarded vendors for White Collar positions are: Albion Staffing, and Alpha 1 Staffing.

Note, a 4% increase was given to all three vendors for all positions in order to remain competitive in the marketplace,

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE CITY OF DANIA BEACH'S TITLE VI PROGRAM FOR SUBMITTAL TO THE FEDERAL TRANSIT ADMINISTRATION REGIONAL CIVIL RIGHTS OFFICE

Purchasing Requests ONLY

Dept:

Acct #:

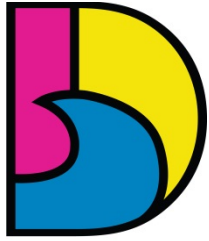
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to Commission - Title VI Program Compliance, R-2018- Title VI Program for Submittal to Federal Transit Administration, Title VI-Program-Dania Beach-Updated 2018 RV1 - FINAL



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: November 13, 2018

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Eric Brown, Director

SUBJECT: Resolution to Adopt Title VI Plan for the Community Shuttle Program

The Florida Transit Authority (FTA) recently conducted their Triennial Review of Broward County Transit (BCT) and found their Community Shuttle Programs (Program) to be noncompliant in that it did not require each participating city to adopt a Title VI Plan (Plan).

The Title VI Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Florida Department of Transportation (FDOT) provided municipalities with a template to help them develop their own plan.

City staff is recommends approval [of the City of Dania Beach Community Shuttle Title VI Plan](#).

RESOLUTION NO. 2018-162

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE CITY OF DANIA BEACH'S TITLE VI PROGRAM FOR SUBMITTAL TO THE FEDERAL TRANSIT ADMINISTRATION REGIONAL CIVIL RIGHTS OFFICE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and

WHEREAS, the Civil Rights Restoration Act of 1987 amended Title VI to specify that entire institutions receiving federal funds must comply with federal civil rights laws, rather than just the particular programs or activities that receive federal funds; and

WHEREAS, as a sub-recipient of Federal Transit Administration ("FTA") funding, the City of Dania Beach is required to implement a Title VI Program that demonstrates that no transit program or service provided by the City discriminates against any demographic of a population served by that program or service; and

WHEREAS, the City is committed to ensuring that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any of its programs, activities, or services on the basis of race, color, or national origin; and

WHEREAS, the City Title VI Liaison will be responsible for initiating and monitoring Title VI activities and complaints; and

WHEREAS, pursuant to FTA Circular 4702.1B, the City is required to submit its Title VI Program to its governing entity for approval; and

WHEREAS, the City Commission has deemed it to be in the best interest of the City to approve the City's Title VI Program as set forth in Exhibit A;

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 City Commission approves the City of Dania Beach's Title VI Program, attached as Exhibit "A" for submission to the FTA and authorizes City staff to submit the necessary documentation to the FTA.

Section 3. That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on November 13, 2018.

ATTEST:

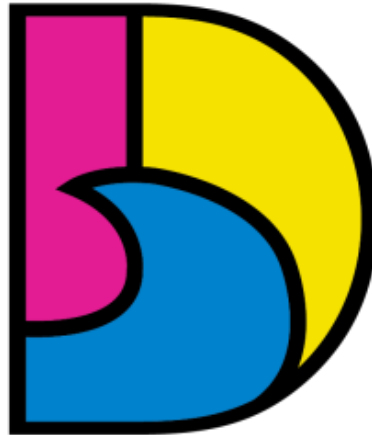
THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH COMMUNITY SHUTTLE



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Title VI Program

Date Adopted: October 2018

Table of Contents

1.0 Title VI/Nondiscrimination Policy Statement and Management Commitment to Title VI Program	1-1
2.0 Introduction & Description of Services	2-1
2.0.1 Current Description of System	
2.1 First Time Applicant Requirements	2-2
2.2 Annual Certifications and Assurances.....	2-2
2.3 Title VI Program Concurrence and Adoption.....	2-3
3.0 Title VI Notice to the Public.....	3-1
3.1 Notice to Public.....	3-1
3.2 Notice Posting Locations.....	3-1
4.0 Title VI Procedures and Compliance	4-1
4.1 Complaint Procedure	4-1
4.2 Complaint Form	4-1
4.3 Record Retention and Reporting Policy.....	4-2
4.4 Sub-recipient Assistance and Monitoring.....	4-2
4.5 Contractors and Subcontractors.....	4-2
5.0 Title VI Investigations, Complaints, and Lawsuits	5-1
6.0 Public Participation Plan.....	6-1
7.0 Language Assistance Plan.....	7-1
8.0 Transit Planning and Advisory Bodies.....	8-1
9.0 Title VI Equity Analysis	9-1
10.0 System-Wide Service Standards and Service Policies.....	10-1
10.1 Service Standards.....	10-1
10.2 Service Policies.....	10-2
11.0 Appendices.....	11-1
APPENDIX A	FTA CIRCULAR 4702.1B REPORTING REQUIREMENTS FOR TRANSIT PROVIDERS
APPENDIX B	TITLE VI PROGRAM CITY OFFICIAL APPROVAL LETTER AND FDOT CONCURRENCE LETTER
APPENDIX C	TITLE VI COMPLAINT FORM
APPENDIX D	PUBLIC PARTICIPATION PLAN
APPENDIX E	LANGUAGE ASSISTANCE PLAN
APPENDIX F	OPERATING AREA LANGUAGE DATA: CITY OF DANIA BEACH COMMUNITY SHUTTLE SERVICE AREA
APPENDIX G	SERVICE AREA MAP

1.0 Title VI/Nondiscrimination Policy Statement and Management Commitment to Title VI Program

49 CFR Part 21.7(a): Every application for Federal financial assistance to which this part applies shall contain, or be accompanied by, an assurance that the program will be conducted or the facility operated in compliance with all requirements imposed or pursuant to [49 CFR Part 21].

The City of Dania Beach Community Shuttle assures that no person shall on the basis of race, color, national origin, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by the agency.

The City of Dania Beach Community Shuttle further agrees to the following responsibilities with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the recipient's Chief Executive Officer or authorized representative.
2. Issue a policy statement signed by the Executive Director or authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in language other than English.
3. Insert the clauses of Section 4.5 of this Program into every contract subject to the Acts and the Regulations.
4. Develop a complaint process and attempt to resolve complaints of discrimination against the City of Dania Beach Community Shuttle.
5. Participate in training offered on the Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or any other state or federal regulatory agency, take affirmative actions to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) days.
7. Have a process to collect racial and ethnic data on persons impacted by the agency's programs.
8. Submit the information required by FTA Circular 4702.1B to the primary recipients (refer to Appendix A of this Program).

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding.

Robert Baldwin, City Manager

November __, 2018

2.0 Introduction & Description of Services

The City of Dania Beach Community Shuttle submits this Title VI Program in compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and the guidelines of FTA Circular 4702.1B, published October 1, 2012.

The City of Dania Beach Community Shuttle is a sub-recipient of FTA funds and provides service in Dania Beach and portions of Hollywood. A description of the current City of Dania Beach Community Shuttle is described below (2.0.1).

Title VI Liaison

Paula Morrell, Human Resources Director
100 W. Dania Beach Blvd
Dania Beach FL 33004
954-924-6800 x 3608

Alternate Title VI Contact

Bendra Caseneuve, HR Generalist
100 W. Dania Beach Blvd
Dania Beach FL 33004
954-924-6800 x 3630

Key responsibilities of the Title VI Liaison include:

- Maintain knowledge of Title VI requirements.
- Attend training on Title VI and other nondiscrimination authorities when offered by FDOT or any other regulatory agency.
- Disseminate Title VI information to the public including in languages other than English, when necessary.
- Develop a process to collect data related to race, gender and national origin of service area population to ensure low income, minorities, and other underserved groups are included and not discriminated against.
- Implement procedures for the prompt processing of Title VI complaints.

2.0.1 Current Description of System

The City of Dania Beach Community Shuttle's current and long-term focus as a transportation provider is on maintaining the best-coordinated transportation system possible for this community. Our goal is to create a coordinated system with the objective of providing safe, reliable, timely and efficient transportation services to county residents.

The City of Dania Beach is a local government, non-profit organization made up of 143 full-time equivalent (FTE) employees, of which 16 are part-time employees. The City Manager is responsible for the day-to-day operations of the organization and reports directly to the City of Dania Beach Commission.

The City operates its Community Shuttle in partnership with Broward County Transit (BCT). Transportation services are provided in accordance with an Interlocal Agreement between the City of Dania Beach and BCT executed on August 12, 2014, which includes an Operations Safety/Security Program and a Transportation Disadvantaged Service Plan (TDSP). The City of Dania Beach Community Shuttle will continue to operate at previous year (2017) service hours averaging 34.56 total fleet service hours per day or approximately 10,713.6 annual service hours (assuming 310 operating days).

The City of Dania Beach is responsible for training and management of our transportation program and contracts Limousines of South Florida to provide Community Shuttle service. Limousines of South

Florida provides two full-time drivers, plus operations supervision/oversight and fleet maintenance services for the City of Dania Beach Community Shuttle. All safety sensitive employees are required to complete FDOT approved safety and security training course as part of their new hire orientation, including completing 80 hours of on-the-road driver's training. It is the City of Dania Beach's responsibility to administer all aspects of the transportation program and to control access and usage of all agency vehicles.

Maintenance on all agency vehicles is provided by Limousines of South Florida. The fleet service technicians are ASE certified with experience in working on commercial passenger vehicles like the type our agency uses. All maintenance is performed using the Preventative Maintenance Plan, which conforms to the State Vehicle Maintenance Guidelines set forth in the FDOT Preventative Maintenance Guidelines document. All vehicle files and driver files are maintained and retained for a minimum of four (4) years.

Description of service routes and ridership:

The City of Dania Beach Community Shuttle provides transportation services that are available to our residents with stops strategically placed along routes stopping at local grocery stores; local shopping centers and department stores; recreational and cultural activities; local license facilities; libraries or other community locations.

2.1 First Time Applicant Requirements

FTA Circular 4702.1B, Chapter III, Paragraph 2: Every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with the Title VI regulations.

The City of Dania Beach is not a first time applicant for FTA/FDOT funding.

During the previous three years, no Federal or State Agency completed a Title VI compliance review of the City of Dania Beach Community Shuttle. The City of Dania Beach Community Shuttle has not been found to be in noncompliance with any civil rights requirements.

2.2 Annual Certifications and Assurances

The City of Dania Beach Community Shuttle will remain in compliance with this requirement by annual submission of certifications and assurances as required by FDOT and/or Broward County Transit (BCT).

2.3 Title VI Program Concurrence and Adoption

The Program was reviewed and approved by the City of Dania Beach Commission, which serves as the executive official for the City of Dania Beach that is responsible for the administration of all departments and City operations. The City of Dania Beach's letter affirming the review and approval of the Program is included in Appendix B.

3.0 Title VI Notice to the Public

FTA Circular 4702.1B, Chapter III, Paragraph 5: Title 49 CFR 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI.

3.1 Notice to Public

Notifying the Public of Rights Under Title VI

The City of Dania Beach Community Shuttle Program

- The City of Dania Beach operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Dania Beach.
- For more information on the City of Dania Beach Community Shuttle's civil rights program, contact 954-924-6800 x 3608, email pmorell@daniabeachfl.gov or visit our administrative office at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004. For more information, visit www.daniabeachfl.gov.
- For more information on Title VI procedures, to file a complaint and/or obtain a complaint form contact Broward County Transit (BCT) at (954) 357-8481, TTY (954) 357-8302, or visit BCT's website at <http://www.broward.org/BCT/Pages/TitleVI.aspx>. You may also request information in writing to the Broward County Transportation Department, Transit Manager - Compliance, 1 North University Drive, 3100A, Plantation, FL 33324.
- Available in English. However, if information is needed in another language, contact (954) 357-8481, TTY (954) 357-8302.

3.2 Notice Posting Locations

The Notice to Public will be posted at many locations to apprise the public of City of Dania Beach Community Shuttles' obligations under Title VI and to inform them of the protections afforded them under Title VI. At a minimum, the notice will be posted in public areas of the City of Dania Beach's office(s) including the building lobby and reception desk and on the City of Dania Beach website at www.daniabeachfl.gov. Additionally, the City of Dania Beach will post the notice at transit hubs and on transit vehicles.

4.0 Title VI Procedures and Compliance

FTA Circular 4702.1B, Chapter III, Paragraph 6: All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to member of the public.

4.1 Complaint Procedure

In accordance with the Interlocal Agreement with Broward County Transit on August 12, 2018, the City of Dania Beach will use BCT's Complaint Process, Form and Procedures.

4.2 Complaint Form

A copy of the complaint form is provided in Appendix C and on Broward County Transit's website at <http://www.broward.org/BCT/Pages/TitleVI.aspx>.

4.3 Record Retention and Reporting Policy

The City of Dania Beach will submit Title VI Programs to FDOT, BCT and any other primary recipient that provides funding to the City of Dania Beach for concurrence on an annual basis or any time a major change in the Program occurs.

Compliance records and all Title VI related documents will be retained for a minimum of three (3) years and reported to the primary recipient annually.

4.4 Sub-recipient Assistance and Monitoring

The City of Dania Beach does not have any sub-recipients to provide monitoring and assistance. In the future, if the City of Dania Beach has sub-recipients, it will provide assistance and monitoring as required by FTA Circular 4702.1B.

4.5 Contractors and Subcontractors

The City of Dania Beach is responsible for ensuring that contractors are in compliance with Title VI requirements. Contractors may not discriminate in the selection and retention of any subcontractors. Subcontractors also may not discriminate in the selection and retention of any subcontractors. The City of Dania Beach, contractors, and subcontractors may not discriminate in their employment practices in connection with federally assisted projects. Contractors and subcontractors are not required to prepare or submit a Title VI Program. However, the following nondiscrimination clauses will be inserted into every contract with contractors and subcontractors subject to Title VI regulations.

Nondiscrimination Clauses

During the performance of a contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") must agree to the following clauses:

1. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the subcontractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Dania Beach shall impose contract sanctions as appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Dania Beach Community Shuttle, Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance.

5.0 Title VI Investigations, Complaints, and Lawsuits

FTA Circular 4702.1B, Chapter III, Paragraph 7: In order to comply with the reporting requirements of 49 CFR 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations....; lawsuits, and complaints naming the recipient.

The City of Dania Beach has had no investigations, complaints, or lawsuits involving allegations of discrimination on the basis of race, color, or national origin over the past three (3) years.

6.0 Public Participation Plan

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.4: Every Title VI Plan shall include the following information: A public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Plan submission. A recipient's targeted public participation plan of minority populations may be part of efforts that extend more broadly to include constituencies that are traditionally underserved, such as people with disabilities, low-income populations, and others.

The Public Participation Plan (PPP) for the City of Dania Beach Community Shuttle was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision-making process for the City of Dania Beach Community Shuttle. The public outreach strategies described in the PPP are designed to provide the public with effective access to information about the City of Dania Beach Community Shuttle services and to provide a variety of efficient and convenient methods for receiving and considering public comment prior to implementing changes to services. The PPP is included as Appendix D to this Title VI Program.

Current Outreach Efforts

The City of Dania Beach is required to submit a summary of public outreach efforts made over the last three (3) years. The City of Dania Beach has made any specific outreach efforts relative to the Dania Beach Community Shuttle in the last three years.

7.0 Language Assistance Plan

FTA Circular 4702.1B, Chapter III, Paragraph 9: Recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited English proficient (LEP).

The City of Dania Beach provides a Community Shuttle within Dania Beach and portions of Hollywood. In the City of Dania Beach service area there are 3,411 residents or 13.92 % who describe themselves as not able to communicate in English very well (Source: US Census). The City of Dania Beach is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP. The City of Dania Beach has utilized the U.S. Department of Transportation (DOT) LEP Guidance Handbook and performed a four-factor analysis to develop its LAP. The LAP is included in this Title VI Program as Appendix E.

8.0 Transit Planning and Advisory Bodies

FTA Circular 4702.1B, Chapter III, Paragraph 10: Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.

The City of Dania Beach does not have a transit-related committee or board, therefore this requirement does not apply.

9.0 Title VI Equity Analysis

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.8: If the recipient has constructed a facility, such as vehicle storage, maintenance facility, operation center, etc., the recipient shall include a copy of the Title VI equity analysis conducted during the planning stage with regard to the location of the facility.

The City of Dania Beach has not recently constructed any facilities, nor does it currently have any facilities in the planning stage. Therefore, the City of Dania Beach does not have any Title VI Equity Analysis reports to submit with this Program. The City of Dania Beach will utilize the service area map included in Appendix G for future Title VI analysis.

10.0 System-Wide Service Standards and Service Policies

FTA Circular 4702.1B, Chapter III, Paragraph 10: All fixed route transit providers shall set service standards and policies for each specific fixed route mode of service they provide.

The City of Dania Beach is a fixed route service provider.

FTA Circular 4702.1B requires that all fixed route service providers prepare and submit system-wide service standards and service policies as a part of their Title VI Program. These standards and policies must address how service is distributed across the transit system, and must ensure that the manner of the distribution affords users access to these assets.

The City of Dania Beach has adopted the following system-wide standards and policies to ensure service design and operations practices do not result in discrimination on the basis of race, color, or national origin. Service policies differ from service standards in that they are not necessarily based on a quantitative threshold.

10.1 Service Standards

FTA requires that all fixed route transit providers develop quantitative standards for all fixed route modes of operation for the following indicators. The City of Dania Beach has prepared standards for all modes it operates including community shuttle service.

Vehicle Load Standards

The current vehicle load ratio for our fixed route buses is 1.5 passengers per seat and is evaluated each year with adjustments, if any, based on prior year's performance.

Vehicle Type	Average Passenger Capacities			
	Seated	Standing	Total	Maximum Load Factor
25" Mini-Bus	20	10	30	1.5

Vehicle Headway Standards

POLICY HEADWAYS AND PERIODS OF OPERATION			
<u>WEEKDAY</u>	<u>Peak</u>	<u>Base</u>	<u>Evening</u>
East Route	66	62	N/A
West Route	75	75	N/A
<i>Peak: 3 – 5:30 pm; Base: 9 am – 3 pm</i>			

POLICY HEADWAYS AND PERIODS OF OPERATION		
<u>SATURDAY</u>	<u>Day</u>	<u>Night</u>
East Route	63	N/A
West Route	75	N/A
<i>Day: 9 am – 5:30 pm; Night: 6 pm – 12 am</i>		

On-Time Performance

A vehicle is considered on time based on departures of zero (0) minute early and no more than five (5) minutes late. The City of Dania Beach on-time performance objective is 80% or greater. The City of Dania Beach continuously monitors on-time performance and system results are part of performance reports covering all aspects of operations.

Service Availability Standards

The City of Dania Beach routes operate to complement Broward County's (County) local, breeze, express and paratransit services. To the greatest extent possible the City of Dania Beach will fill gaps in County service coverage and offer local circulation to neighborhood destinations. The City of Dania Beach will distribute transit service so that 70% of all residents in the service area within a quarter mile walk of shuttle service.

10.2 Service Policies

The City of Dania Beach has prepared the following vehicle assignment and transit amenities policies for its transit system.

Vehicle Assignment Policy

Vehicles in service for five (5) years or 150,000 miles are prioritized for replacement. Routes regularly exceeding the vehicle capacity threshold should be addressed through additional service. The County is generally responsible for the procurement and replacement of transit vehicles based on need and available funding.

Transit Amenities Policy

The City of Dania Beach collaborates with the County in the siting of transit amenities in accordance with a criteria based on ridership, community need, and available right-of-way. For passenger convenience, City of Dania Beach stops are generally placed in close proximity of shopping plazas, grocery stores, hospitals, parks and offices.

11.0 Appendices

APPENDIX A	FTA CIRCULAR 4702.1B REPORTING REQUIREMENTS FOR TRANSIT PROVIDERS
APPENDIX B	TITLE VI PROGRAM CITY OFFICIAL APPROVAL LETTER AND FDOT CONCURRENCE LETTER
APPENDIX C	TITLE VI COMPLAINT FORM
APPENDIX D	PUBLIC PARTICIPATION PLAN
APPENDIX E	LANGUAGE ASSISTANCE PLAN
APPENDIX F	OPERATING AREA LANGUAGE DATA: CITY OF DANIA BEACH COMMUNITY SHUTTLE SERVICE AREA
APPENDIX G	SERVICE AREA MAP

Appendix A: FTA Circular 4702.1B Reporting Requirements for Transit Providers

Every three years, on a date determined by FTA, each recipient is required to submit the following information to the Federal Transit Administration (FTA) as part of their Title VI Program. Sub-recipients shall submit the information below to their primary recipient (the entity from whom the sub-recipient receives funds directly), on a schedule to be determined by the primary recipient.

General Requirements

(All recipients must submit):

- ☐ Title VI Notice to the Public, including a list of locations where the notice is posted
- ☐ Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)
- ☐ Title VI Complaint Form
- ☐ List of transit-related Title VI investigations, complaints, and lawsuits
- ☐ Public Participation Plan, including information about outreach methods to engage minority and limited English proficient populations (LEP), as well as a summary of outreach efforts made since the last Title VI Program submission
- ☐ Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance
- ☐ A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
- ☐ Primary recipients shall include a description of how the agency monitors its sub-recipients for compliance with Title VI, and a schedule of sub-recipient Title VI Program submissions
- ☐ A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
- ☐ A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program. For State DOTs, the appropriate governing entity is the State's Secretary of Transportation or equivalent. The approval must occur prior to submission to FTA.
- ☐ Additional information as specified in Chapters IV, V, and VI, depending on whether the recipient is a transit provider, a State, or a planning entity (see below).

Requirements of Transit Providers

(All Fixed Route Transit Providers must submit):

- ☐ All requirements set out in Chapter III (General Requirements)
- ☐ Service standards
 - Vehicle load for each mode
 - Vehicle headway for each mode
 - On time performance for each mode
 - Service availability for each mode
- ☐ Service policies
 - Transit Amenities for each mode
 - Vehicle Assignment for each mode

Appendix B: Title VI Program City Official Approval Letter and FDOT Concurrence Letter

TO BE INSERTED UPON APPPROVAL



Transportation Department

TRANSIT DIVISION / Administration

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8305

LANGUAGE TRANSLATION SERVICE AVAILABLE

NOTE: If you require this Title VI Complaint Form to be translated into another language, please log onto www.broward.org/bct. Click on either "Microsoft Translator" or "Google Translate" at the top right corner of the web page and select the appropriate language for your translation.

SERVICO DE TRADUCCIÓN LENGUA DISPONIBLE

NOTA: Si usted requiere de este Formulario de Queja del Título VI de ser traducido a otro idioma, por favor haga clic en cualquiera de "Microsoft Translator" o "Google Translate" en la esquina superior derecha de esta página web y seleccionar el idioma.

LANG TRADIKSYON SÈVIS KI DISPONIB

REMAK: Si w mande pou s a Tit VI Fòm Plent dwe tradui nan yon lòt lang, tanpri klike sou swa "Tradiktè Microsoft" oswa "Google Translate" nan kwen paj sa a web tèt dwat epi chwazi lang ki apwopriye a pou tradiksyon ou.

**Broward County Board of County Commissioners
Transportation Department**

COMPLAINT OF ADA and TITLE VI DISCRIMINATION

The Broward County Transit Division, as a recipient of federal financial assistance, is required to ensure that its transit service and related benefits are distributed in a manner consistent with Title VI of the Civil Rights Acts of 1964, as amended.

Any person who believes that he or she, individually, or as a member of any specific class of persons, has been subjected to discrimination under Title VI, on the basis of race, color, or national origin, may file a written complaint with the Broward County Transit Division.

We are asking for the following information to assist us in processing your complaint. If you need help in completing this form, please contact us at (954) 357-8481 or TTY: (954) 357-8302.

NOTE: Alternate means of filing complaint, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

1. Complainant Name: _____
Street Address: _____
City, State, Zip Code: _____
Telephone: _____
Email Address: _____

2. Person you believe discriminated against you (if known):
Name: _____

3. Location of incident: _____

4. Are you represented by an attorney for this complaint?

Yes _____ No _____

If yes, please complete the following:

Attorney's Name: _____
Street Address: _____
City, State, Zip Code: _____
Telephone: _____

5. Which of the following best describes the reason you believe the discrimination took place? Please circle.

Race	Color	National Origin	Sex	Income Status	Age
Disability	Retaliation	Sexual Orientation	Political Affiliation	Marital Status	

6. Date(s) of the alleged discrimination: _____

7. In the space below, please describe the alleged discrimination. Explain what happened and who you believe was responsible. *(Include bus number, route number, name of transit employee(s) involved in the incident, date, location, and time of the incident, if applicable.)* Attach additional sheet if necessary.

8. Have you filed a complaint of the alleged discrimination with a federal, state, or local agency; or with a state or federal court?

Yes _____ No _____

If yes, check all that apply:

Federal _____ Federal Court _____
State _____ State Court _____ Local Court _____

Please provide the name of the Agency where you filed your complaint.

Agency Name: _____

Contact Person: _____

Complainant Signature

Date of Signature

You may attach any additional information you think is relevant to your complaint.

Submit your signed complaint and any attachments to:

**Broward County Transit Division
Attention: Transit Manager – Compliance
1 North University Drive, Suite 3100A, Box 306
Plantation, FL 33324**

Appendix D: Public Participation Plan (PPP)

Introduction

The Public Participation Plan (PPP) for the City of Dania Beach Community Shuttle ensures that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision-making process for the City of Dania Beach Community Shuttle. The City of Dania Beach also recognizes the importance of many types of stakeholders in the decision-making process, including other units of government, metropolitan area agencies, community-based organizations, major employers, passengers and the general public, including low-income, minority, LEP, and other traditionally underserved communities.

Public Participation Goals

The main goal of the PPP is to offer meaningful opportunities for all interested segments of the public, including, but not limited to, low-income, minority and LEP groups, to comment, about the City of Dania Beach Community Shuttle and its operations. The goals for this PPP include:

- **Inclusion and Diversity:** The City of Dania Beach Community Shuttle will proactively reach out and engage low-income, minority, and LEP populations for the City of Dania Beach Community Shuttle service area so these groups will have an opportunity to participate.
- **Accessibility:** All legal requirements for accessibility will be met. Efforts will be made to enhance the accessibility of the public's participation – physically, geographically, temporally, linguistically and culturally.
- **Clarity and Relevance:** Issues will be framed in public meetings in such a way that the significance and potential effect of proposed decisions is understood by participants. Proposed adjustments to fares or services will be described in language that is clear and easy to understand.
- **Responsive:** The City of Dania Beach Community Shuttle will strive to respond to and incorporate, when possible, appropriate public comments into transportation decisions.
- **Tailored:** Public participation methods will be tailored to match local and cultural preferences as much as possible.
- **Flexible:** The public participation process will accommodate participation in a variety of ways and will be adjusted over time as needed.

Public Participation Methods

The City of Dania Beach Community Shuttle intends to achieve meaningful public participation by a variety of methods with respect to service and any changes to service.

The City of Dania Beach Community Shuttle will conduct community meetings and listening sessions as appropriate with passengers, employers, community based organizations, and advisory committees to gather public input and distribute information about service quality, proposed changes or new service options.

The public will be invited to provide feedback on the City of Dania Beach Community Shuttle website (www.daniabeachfl.gov) and all feedback on the site will be recorded and passed on to the City of Dania Beach Community Shuttle management. The public will also be able to call the City of Dania Beach Community Shuttles' office at 954-924-6800-3730 during its hours of operation.

Meeting formats will be tailored to help achieve specific public participation goals that vary by project or the nature of the proposed adjustment of service. Some meetings will be designed to share information and answer questions. Some will be designed to engage the public in providing input, establishing priorities, and helping to achieve consensus on a specific recommendation. Others will be conducted to solicit and consider public comments before implementing proposed adjustments to services.

For all public meetings, the venue will be a facility that is accessible for persons with disabilities and, preferably, is served by public transit. For community meetings and other important information, the City of Dania Beach Community Shuttle will use a variety of means to make riders and citizens aware, including some or all of the following methods:

- Government Access Channel Announcements (if available)
- In-vehicle advertisement
- Posters or flyers in transit center
- Posting information on website
- Press releases and if feasible – briefings to media outlets
- Flyers and information distribution through various libraries and other civic locations that currently help distribute timetables and other information
- Other methods required by local or state laws or agreements

Information and materials communicating proposed and actual service adjustments will be made available in English and any other language that meets the “safe harbor” criteria.

Appendix E: Language Assistance Plan (LAP)

I. Introduction

The City of Dania Beach Community Shuttle operates a transit system within Dania Beach and portions of Hollywood. The Language Assistance Plan (LAP) has been prepared to address the City of Dania Beach Community Shuttles' responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals, who have a limited ability to read, write, speak or understand English are LEP. In the City of Dania Beach Community Shuttle service area there are 3,411 residents or 13.92% who describe themselves as not able to communicate in English "very well" (Source: US Census). The City of Dania Beach Community Shuttle is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP.

For many LEP individuals, public transit is the principal transportation mode available. It is important for the City of Dania Beach Community Shuttle to be able to communicate effectively with all of its riders. When the City of Dania Beach Community Shuttle is able to communicate effectively with all of its riders, the service provided is safer, more reliable, convenient, and accessible for all within its service area. The City of Dania Beach Community Shuttle is committed to taking reasonable steps to ensure meaningful access for LEP individuals to this agency's services in accordance with Title VI.

This plan will demonstrate the efforts that the City of Dania Beach Community Shuttle undertakes to make its service accessible to all persons without regard to their ability to communicate in English. The plan addresses how services will be provided through general guidelines and procedures including the following:

- Identification: Identifying LEP populations in service areas
- Notification: Providing notice to LEP individuals about their right to language services
- Interpretation: Offering timely interpretation to LEP individuals upon request
- Translation: Providing timely translation of important documents
- Staffing: Identifying City of Dania Beach Community Shuttle staff to assist LEP customers
- Training: Providing training on LAP to responsible employees

II. Four Factor Analysis

The analysis provided in this report has been developed to identify LEP population that may use the City of Dania Beach Community Shuttle services and identify needs for language assistance. This analysis is based on the "Four Factor Analysis" presented in the Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons, dated April 13, 2007, which considers the following factors:

- 1) Demography: identifying the number and/or proportion of LEP persons served or encountered, and languages spoken in service area.
- 2) Frequency: determining the rate of contact with the City of Dania Beach Community Shuttle programs, activities, and services.
- 3) Importance: gauging the nature and importance of City of Dania Beach Community Shuttle program, service, and activities to people's lives.
- 4) Resources: assessing current and available resources, including language assistance services.

Factor 1: The Number and Proportion of LEP Persons Serviced or Encountered in the Eligible Service Population

Of the 24,498 residents in the City of Dania Beach Community Shuttle service area, 3,411 residents describe themselves as speaking English less than “very well”. People of Spanish / Spanish Creole descent are the primary LEP persons likely to utilize the City of Dania Beach Community Shuttle services. For the City of Dania Beach Community Shuttle service area, the American Community Survey of the U.S. Census Bureau shows that among the area’s population, 86.08% speak English “very well”. For groups who speak English “less than very well”, 10.15% speak Spanish / Spanish Creole.

Appendix F contains a table which lists the languages spoken at home by the ability to speak English for the population within the City of Dania Beach Community Shuttle service area.

Factor 2: The Frequency with which LEP Individuals Come into Contact with Your Programs, Activities, and Services

The City of Dania Beach Community Shuttle has assessed the frequency with which LEP individuals come in contact with the transit system. The methods utilized for this assessment include analysis of Census data, examining phone inquiries, requests for translated documents, and staff survey. As discussed above, Census data indicates that there are two prominent LEP groups within the service area; namely, Spanish and French Creole speakers. Phone inquiries and staff survey feedback indicated that the City of Dania Beach Community Shuttle dispatchers and drivers interact frequently with LEP persons. The majority of these interactions have occurred with LEP persons who mainly spoke Spanish. If translation services are needed, staff is capable of providing such services to our clients. Translation services provided includes oral and written translation pertaining to our programs and services.

Factor 3: The Nature and Importance of the Program, Activity, or Service Provided by the Recipient to People’s Lives

Public transportation and regional transportation planning is vital to many people’s lives. According to the Department of Transportation’s *Policy Guidance Concerning Recipient’s Responsibilities to LEP Persons*, providing public transportation access to LEP persons is crucial. A LEP person’s inability to utilize public transportation effectively, may adversely affect his or her ability to access health care, education, or employment.

An on-board passenger survey was conducted to collect data on usage of and access to the Dania Beach Community Shuttle. According to the survey, the most common age among all the participants in the survey was 35 or older.

To further access personal mobility options, each respondent was asked how he or she would have access to services had the City of Dania Beach Community Shuttle not been available. The most frequent response was to either walk or use a wheelchair at 42%.

All transportation services will be performed in compliance with an additional contract with Broward County for Transportation Disadvantaged Services, and will comply with Chapter 427 of the Florida Statutes and Chapter 41-2 of the Florida Administrative Code. The Program also maintains a log of trip denials, which is utilized to make referrals, as well as documentation for

expansion of services.

Factor 4: The Resources Available to the Recipient and Costs

The City of Dania Beach Community Shuttle assessed its available resources that are currently being used, and those that could be used, to provide assistance to LEP populations. The City of Dania Beach Community Shuttle provides a reasonable degree of services for LEP populations in its service area.

III. Language Assistance Plan

In developing a Language Assistance Plan, FTA guidance recommends the analysis of the following five elements:

1. Identifying LEP individuals who need language assistance
2. Providing language assistance measures
3. Training staff
4. Providing notice to LEP persons
5. Monitoring and updating the plan

The five elements are addressed below.

Element 1: Identifying LEP Individuals Who Need Language Assistance

The City of Dania Beach Community Shuttle has identified the number and proportion of LEP individuals within its service area using United States Census data (see Appendix H). As presented earlier, 69.21% of the service area population speaks English only. The largest non-English spoken language in the service area is Spanish / Spanish Creole (19.86%). Of those whose primary spoken language is Spanish / Spanish Creole, approximately 10.15% identify themselves as speaking less than “very well”. Those residents whose primary language is not English or Spanish / Spanish Creole and who identify themselves as speaking English less than “very well” account for 3.77 % of the service area population.

The City of Dania Beach Community Shuttle may identify language assistance need for an LEP group by:

1. Examining records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events or meetings.
2. Having Census Bureau Language Identification Flashcards available at the City Commission Meetings. This will assist the City of Dania Beach Community Shuttle in identifying language assistance needs for future events and meetings.
3. Having Census Bureau Language Identification Flashcards on all transit vehicles to assist operators in identifying specific language assistance needs of passengers. If such individuals are encountered, vehicle operators will be instructed to obtain contact information to give to the City of Dania Beach Community Shuttle management to follow-up.
4. Vehicle operators and front-line staff (i.e. Dispatchers, Transit Operation Supervisors, etc.) will be surveyed on their experience concerning any contacts with LEP persons during the previous year.

Element 2: Language Assistance Measures

The City of Dania Beach Community Shuttle has undertaken the following actions to improve access to information and services for LEP individuals:

1. Provide bilingual staff at community events and public hearings.
2. Survey transit drivers and other front-line staff on their experience concerning any contacts with LEP persons during the previous year.
3. When an interpreter is needed in person or on the telephone, staff will attempt to access language assistance services.

Element 3: Training Staff

In the case of City of Dania Beach Community Shuttle, the most important staff training is for Customer Service Representatives and transit drivers. Several representatives are bilingual in English and Spanish.

The following training will be provided to Customer Service Representative:

1. Information on Title VI Procedures and LEP responsibilities
2. Use of Language Identification Flashcards
3. Documentation of language assistance requests
4. How to handle a potential Title VI/LEP complaint

Element 4: Providing Note to LEP Persons

The City of Dania Beach Community Shuttle will make Title VI information available in English and Spanish on the Agency's website. Key documents are written in English and Spanish. Notices are also posted at Dania Beach City Hall and on shuttles. Additionally, when staff prepares a document or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population.

Element 5: Monitoring and Updating the Plan

The plan will be reviewed and updated on an ongoing basis. Updates will consider the following:

- The number of documented LEP person contacts encountered annually
- How the needs of LEP persons have been addressed
- Determination of the current LEP population in the service area
- Determination as to whether the need for translation services has changed
- Determine whether the City of Dania Beach Community Shuttle financial resources are sufficient to fund language assistance resources needed

The City of Dania Beach understands the value that its service plays in the lives of individuals who rely on this service, and the importance of any measures undertaken to make the use of system easier. The City of Dania Beach is open to suggestions from all sources, including customers, The City of Dania Beach Community Shuttle staff, other transportation agencies

with similar experiences with LEP communities, and the general public, regarding additional methods to improve their accessibility to LEP communities.

IV. Safe Harbor Provision

DOT has adopted the Department of Justice's Safe Harbor Provision, which outlines circumstances that can provide a "safe harbor" for recipients regarding translation of written materials for LEP population.

The Safe Harbor Provision stipulates that, if a recipient provides written translation of vital documents for each eligible LEP language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations. Translation of non-vital documents, if needed, can be provided orally. If there are fewer than 50 persons in a language group that reaches the five percent (5%) trigger, the recipient is not required to translate vital written materials but should provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

The City of Dania Beach Community Shuttle service area does have LEP populations which qualify for the Safe Harbor Provision. As shown in Appendix F, 2,487 speakers qualify for the Safe Harbor Provision as the number of persons which speak English less than "very well" is counted as 10.15% and 2,487 Spanish / Spanish Creole speakers.

The Safe Harbor Provision applies to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. The City of Dania Beach may determine, based on the Four Factor Analysis, that even though a language group meets the threshold specified by the Safe Harbor Provision, written translation may not be an effective means to provide language assistance measures.

Appendix F: Operating Area Language Data: Community Shuttle Service Area

Language	Population	Percentage
Service Area Total	24,498	100.00%
Speak only English	16,955	69.21%
Spanish or Spanish Creole	4,866	19.86%
Speak English "very well"	2,379	9.71%
Speak English less than "very well"	2,487	10.15%
French (incl. Patois, Cajun)	805	3.29%
Speak English "very well"	515	2.10%
Speak English less than "very well"	290	1.18%
French Creole	812	3.31%
Speak English "very well"	443	1.81%
Speak English less than "very well"	369	1.51%
Italian	102	0.42%
Speak English "very well"	74	0.30%
Speak English less than "very well"	28	0.11%
Portuguese or Portuguese Creole	218	0.89%
Speak English "very well"	132	0.54%
Speak English less than "very well"	86	0.35%
German	119	0.49%
Speak English "very well"	119	0.49%
Speak English less than "very well"	-	0.00%
Yiddish	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%

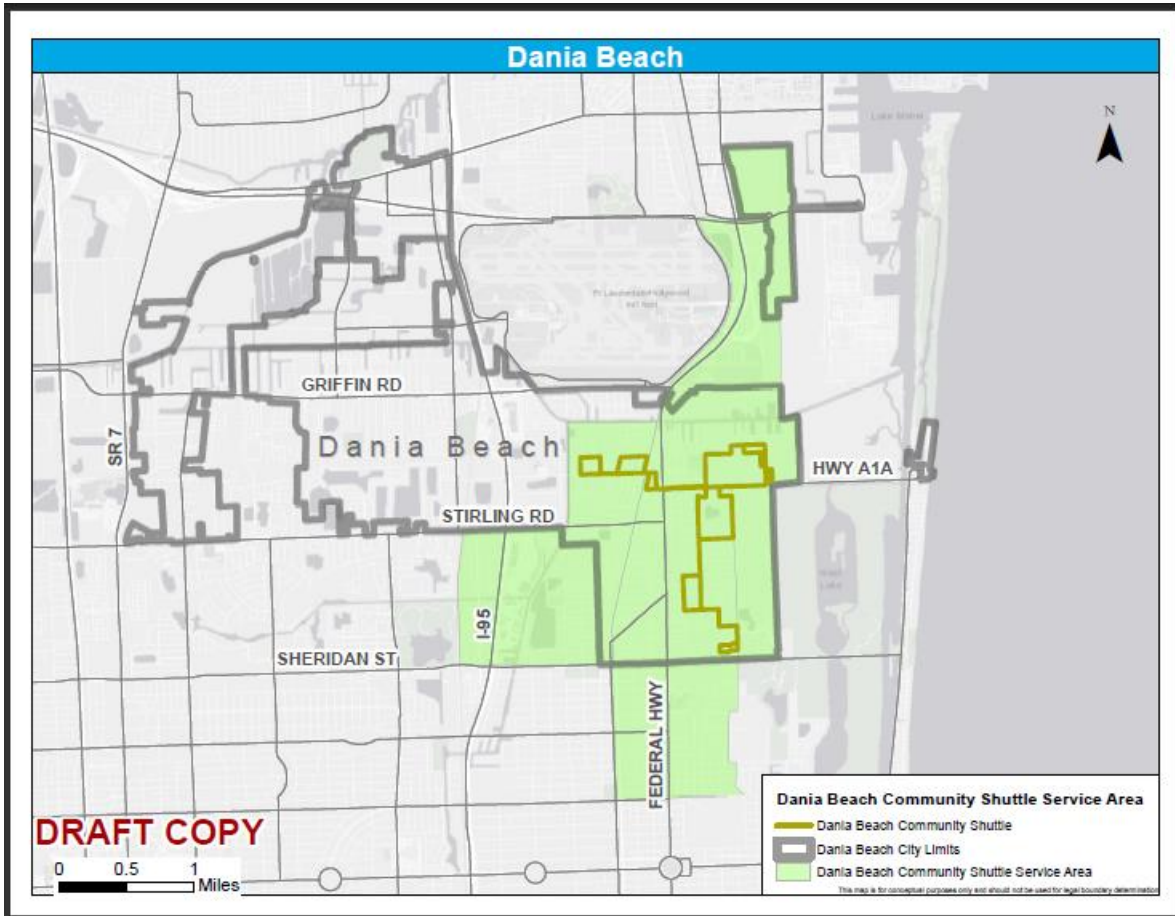
Other West Germanic languages	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Scandinavian languages	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Greek	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Russian	102	0.42%
Speak English "very well"	102	0.42%
Speak English less than "very well"	-	0.00%
Polish	75	0.31%
Speak English "very well"	68	0.28%
Speak English less than "very well"	7	0.03%
Serbo-Croatian	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Other Slavic languages	17	0.07%
Speak English "very well"	17	0.07%
Speak English less than "very well"	-	0.00%
Armenian	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Persian		0.00%

	-	
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Gujarati	17	0.07%
Speak English "very well"	17	0.07%
Speak English less than "very well"	-	0.00%
Hindi	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Urdu	8	0.03%
Speak English "very well"	-	0.00%
Speak English less than "very well"	8	0.03%
Other Indic languages	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Other Indo-European languages	145	0.59%
Speak English "very well"	67	0.27%
Speak English less than "very well"	78	0.32%
Chinese	7	0.03%
Speak English "very well"	7	0.03%
Speak English less than "very well"	-	0.00%
Japanese	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Korean	35	0.14%

Speak English "very well"	35	0.14%
Speak English less than "very well"	-	0.00%
Mon-Khmer, Cambodian	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Hmong	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Thai	33	0.13%
Speak English "very well"	33	0.13%
Speak English less than "very well"	-	0.00%
Laotian	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Vietnamese	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Other Asian languages	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Tagalog	14	0.06%
Speak English "very well"	-	0.00%
Speak English less than "very well"	14	0.06%
Other Pacific Island languages	-	0.00%
Speak English "very well"		0.00%

	-	
Speak English less than "very well"	-	0.00%
Navajo	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Other Native American languages	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%
Hungarian	68	0.28%
Speak English "very well"	55	0.22%
Speak English less than "very well"	13	0.05%
Arabic	17	0.07%
Speak English "very well"	-	0.00%
Speak English less than "very well"	17	0.07%
Hebrew	32	0.13%
Speak English "very well"	18	0.07%
Speak English less than "very well"	14	0.06%
African languages	51	0.21%
Speak English "very well"	51	0.21%
Speak English less than "very well"	-	0.00%
Other and Unspecified languages	-	0.00%
Speak English "very well"	-	0.00%
Speak English less than "very well"	-	0.00%

Appendix G: Service Area Map



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RENEWAL OPTION WITH SAM'S LANDSCAPE MAINTENANCE, INC. FOR CITY-WIDE LANDSCAPING SERVICES IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED ONE THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$401,180.00) EACH YEAR FOR FISCAL YEARS 2019, 2020 AND 2021

Purchasing Requests ONLY

Dept:

Acct #:

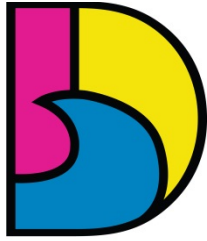
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

2019 Agenda Memo-Sam's Landscaping Agreement and to Exceed 25k rn, R-2018- Sam's Landscape Maintenance, Inc. Renewal and Exceed 25K, EXHIBIT A-Sam's Amendment to Agreement Additional Services.pdf1 (3)



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: November 13, 2018

SUBJECT: Approval of Sam's Landscaping Agreement and to Exceed the City's 25k Threshold

Public Services is requesting a resolution to execute the renewal optional for (1) additional three (3) year period with the prices firm for the first (3) years under the same terms effective November 18, 2019 through November 18, 2021.

Recommendation

Public Services is requesting City Commission to approve Sam's Landscape Maintenance, Inc. Contract in the amount of \$401,180.00.

RESOLUTION NO. 2018-163

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RENEWAL OPTION WITH SAM'S LANDSCAPE MAINTENANCE, INC. FOR CITY-WIDE LANDSCAPING SERVICES IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED ONE THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$401,180.00) EACH YEAR FOR FISCAL YEARS 2019, 2020 AND 2021; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 27, 2015, the City Commission awarded a bid to Sam's Landscape Maintenance, Inc., for City-wide landscape maintenance and right-of-way services in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00); and

WHEREAS, on February 13, 2018, the City Commission approved Resolution 2018-024 to amend the landscape maintenance for grounds and right-of-way maintenance agreement to Sam's Landscape Maintenance, Inc., for additional services in an amount not to exceed Fifty One Thousand One Hundred Eighty Dollars (\$51,180.00); and

WHEREAS, the current contract will expire on November 12, 2018, which contract provides for one (1) additional three (3) year renewal and both parties mutually agree to extend under the same terms and conditions for a total of Four Hundred One Thousand One Hundred Eighty Dollars (\$401,180.00) per year for the three years; and

WHEREAS, the contract will exceed the annual vendor threshold of Twenty Five Thousand Dollars (\$25,000.00) each year the contract is in place;

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 an amendment to the landscape maintenance agreement to extend the term for an additional three (3) year period through November 12, 2021, a copy of which is attached as Exhibit "A", and made a part of and incorporated into this Resolution by this reference, for a total cost for the renewal term of Four Hundred One Thousand One Hundred Eighty Dollars (\$401,180.00) per year.

Section 3. That the appropriate City officials are authorized to execute the Amendment to the Sam's Landscape Maintenance, Inc. Agreement and any additional documents pertaining to the Amended Agreement and to take all action necessary to implement the terms and conditions of the Landscape and Maintenance Agreement as amended.

Section 4. That funding for the costs of this contract is approved annually and funded in various Grounds Maintenance Account No. 46-50 within the respective City Department approved level of annual budget appropriations in an amount of Four Hundred One Thousand One Hundred Eighty Dollars (\$401,180.00).

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

Section 6. That this Resolution shall be in force and take effect retroactively to November 12, 2018 upon its passage and adoption.

PASSED AND ADOPTED on November 13, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**RENEWAL OF AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND SAM'S LANDSCAPE MAINTENANCE, INC.**

This is a Renewal of an Agreement (the "Renewal"), which Agreement, dated November 12, 2015 (the "Agreement") exists between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and Sam's Landscape Maintenance, Inc., a Florida corporation (the "Contractor") with its principal place of business located at 14030 SW 20 Street, Davie, Florida 33325, for grounds and right-of-way maintenance services. The City and Contractor wish to renew the Agreement for one (1) additional three (3) year period up to and including November 12, 2021.

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 November 12, 2021.
2. That this Agreement is retroactive to November 12, 2018, immediately upon its execution by both parties.
3. That the terms and conditions of the Agreement will remain the same throughout the term of this Renewal.
4. The cost of the three (3) year renewal is a total not to exceed amount of Four Hundred One Thousand One Hundred Eighty Dollars (\$401,180.00) per year.
5. That in all other respects, the Renewal is ratified and reaffirmed and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Renewal on _____, 2018.

CITY:

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

ROBERT BALDWIN
CITY MANAGER

CONTRACTOR:

SAM'S LANDSCAPE MAINTENANCE,
INC., a Florida Corporation

WITNESSES:

Signature

Signature

PRINT Name

PRINT Name

Signature

TITLE

PRINT Name

STATE OF FLORIDA

COUNTY OF _____

BEFORE me on _____, 2018, personally appeared _____, as _____ (title) of Sam's Landscape Maintenance Inc., a Florida corporation, who acknowledged execution of the foregoing renewal of the Renewal 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 _____, as identification.

NOTARY PUBLIC
State of Florida

PRINT Name of Notary

My Commission Expires:

**AMENDMENT TO AN EXISTING AGREEMENT BETWEEN THE CITY OF DANIA BEACH
AND SAM'S LANDSCAPE MAINTENANCE, INC., RELATING TO GROUNDS AND
RIGHT OF WAY MAINTENANCE SERVICES**

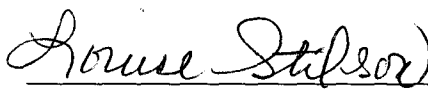
This is an Amendment (the "Amendment") to an Agreement (the "Agreement") existing between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and Sam's Landscape Maintenance, Inc., a Florida corporation (the "Contractor") for grounds and right-of-way maintenance services. A 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.

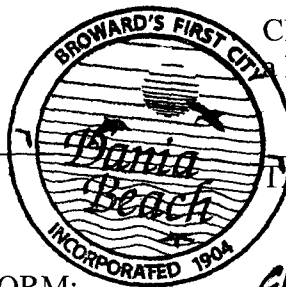
In consideration of the mutual covenants, terms and conditions contained in the Amendment, and other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree as follows:

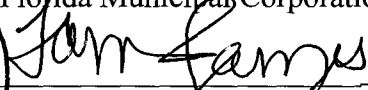
1. The following are additions to the existing Scope of Services, for work to be performed at the following locations:
 - a) Fronton Boulevard
 - b) Griffin Rd I-95 Ramps
 - c) Griffin Road @ Old Griffin Rd Bridge
 - d) Swale on the east side of Collins Elementary School (opposite CW Thomas Park)
 - e) NE 2nd Street - Across from Frost Park
 - f) Ravenswood Road
 - g) Dania Beach Blvd Bridge
 - h) 1st Avenue/1st Street (Jean Cook right-of-way)
 - i) Frost Park Soccer Fields (additional 2 cuttings)
2. The total cost of the additional services is an amount not to exceed Fifty One Thousand One Hundred Eight Dollars (\$51,180.00)
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 MARCH 13, 2018.

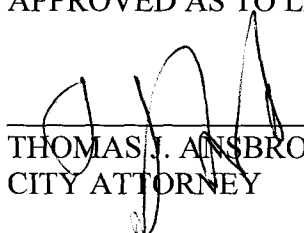
ATTEST:

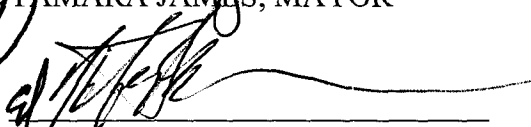

LOUISE STILSON, CMC
CITY CLERK



CITY OF DANIA BEACH, FLORIDA
Florida Municipal Corporation

TAMARA JAMES, MAYOR

APPROVED AS TO LEGAL FORM:


THOMAS J. ANSBRO
CITY ATTORNEY


ROBERT BALDWIN
CITY MANAGER

WITNESSES:

Gina Pisano
Signature

Gina Pisano
PRINT Name

Carol Gallimore
Signature

CAROL GALLIMORE
PRINT Name

CONSULTANT:

**SAM'S LANDSCAPE MAINTENANCE,
INC., a Florida corporation**

Sabino DiLiddo Jr.
Signature

Sabino DiLiddo Jr.
PRINT Name

owner
Title

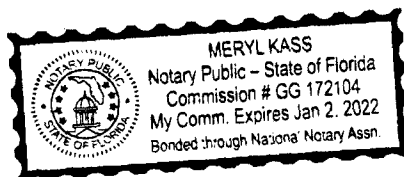
3-1-18
Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on March 1st, 2018, by Sabino DiLiddo, Jr., as owner of Sam's Landscape Maintenance, Inc., a Florida corporation, on behalf of the Corporation. He/she is personally known to me or has produced Florida Drivers License as identification and did (did not) take an oath.

Meryl Kass
NOTARY PUBLIC
State of Florida at Large

My commission expires:



AGREEMENT

This is an Agreement ("Agreement") dated November 12, 2015, between the City of Dania Beach, Florida, a municipal corporation (the "City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Sam's Landscape Maintenance, Inc., a Florida corporation (the "Contractor"), with its principal place of business located at 14030 SW 20 Street, Davie, Florida 33325.

WHEREAS, the City requires services which Contractor is capable of providing, under the terms and conditions described in this Agreement; and

WHEREAS, the Contractor is able and prepared to provide such services as City shall require, under those terms and conditions set forth in the City's Request for Proposals ("RFP") No. 15-017, and this Agreement resulting from the award of the Bid.

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

ARTICLE 1.0 **SERVICES AND RESPONSIBILITIES**

1.1 The Contractor's responsibilities to the City under this Agreement is to provide grounds and right-of-way maintenance services as further described in the Scope of Services in Exhibit "A", a copy of which is attached to, made a part of and is incorporated into this Agreement by this reference.

1.2 The cost for such services shall not exceed the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00).

1.3 Contractor represents to City with full knowledge that the City is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the expertise, experience and work force sufficient to timely perform the services to be provided by Contractor, pursuant to the terms of this Agreement, and the terms in the Request for Proposals No. 15-007 and the response to the Contractor's response to the Request for Proposals, which are made a part of and incorporated into this Agreement by this reference.

1.4 The Contractor further represents to the City that it is properly licensed under 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.

1.5 Contractor guarantees all services and shall immediately correct any defects or any deficiencies associated with those services, which may appear upon written notification by the City.

ARTICLE 2.0
TERMS AND CONDITIONS

2.1 TERM: The term of this Agreement shall be for a three (3) year contract from date of award for the services.

2.2 RENEWAL: In the event City determines the Contractor to be in full compliance with this Agreement and Contractor's performance to be satisfactory, then City, at its sole option, may renew this Agreement for one (1) additional three (3) year period, with prices firm for the first three (3) years under the same terms and conditions of this Agreement by mutual consent, in writing, by both parties.

2.3 In the event the services are scheduled to end either by expiration or by termination by the City (at the City's sole discretion), the Contractor shall continue the services, if requested by the City, until new services can be provided by an alternate Contractor chosen by the City. At no time shall this transitional period extend for more than one hundred twenty (120) days beyond the expiration date of the existing Agreement. The Contractor will be reimbursed for those services at the rate in effect when this transitional period clause is invoked by the City.

ARTICLE 3.0
TERMINATION OR SUSPENSION OF AGREEMENT

3.1 TERMINATION BY THE CONTRACTOR

A. The Contractor may terminate this Agreement if the services is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, Subcontractor, Sub-subcontractor, their agents or employees, or any other persons performing portions of the services under this Agreement with the Contractor, for any of the following reasons:

1. issuance of an order of a court or other public authority having jurisdiction, or
2. an act of government, such as a declaration of national emergency, making services unnecessary.

B. If one of the above reasons exists, the Contractor may, upon five (5) additional days' written notice to the City, terminate this Agreement and recover from the City the payment for services that were provided.

3.2 TERMINATION BY THE CITY FOR CAUSE

A. The City may terminate this Agreement if the Contractor:

1. refuses or fails to supply enough properly skilled workers, proper equipment, materials, or fails to adhere to the schedule established as adjusted from time to time, pursuant to the terms of this Agreement;

2. fails to comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, including the City;
3. commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the City, including by not limited to the company or its owners, officers and agents being charged with any act of moral turpitude or any environmental violation;
4. fails to obtain or maintain all insurance coverage required by the Request for Proposals or under this Agreement; or
5. otherwise is guilty of substantial breach of a provision under this Agreement or the Request for Proposals;

B. When the City terminates this Agreement, the Contractor shall not be entitled to receive any further payment until the services are completed and approved by the City.

1. All damages, costs and charges incurred by City shall be deducted from any monies due or which may become due to Contractor. In case of damages and expenses so incurred by the City shall exceed the unpaid balance, then Contractor shall be liable and shall pay to the City the amount of such excess.
2. If, after Notice of Termination or Suspension of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of the City and Contractor shall be the same as if the Notice of Termination had not been issued, pursuant to the Termination for Convenience clause as set forth below.

3.3 TERMINATION BY THE CITY FOR CONVENIENCE

This Agreement may be terminated for convenience by the City upon fifteen (15) days' advance written notice to Contractor, and the Contractor's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all acceptable services performed prior to the termination and shall not be entitled to any other costs, fees or payments.

3.4 SUSPENSION OF AGREEMENT BY CITY FOR CAUSE

The City may order the Contractor in writing to suspend, delay or interrupt the services, in whole or in part, for such period of time as deemed necessary by the City, if the Contractor fails to maintain all insurance coverage required by the Request for Proposals and under this Agreement. Any delay in the services caused by a lapse in coverage shall be deemed non-excusable, shall not be grounds for a time extension, and shall be subject to any other applicable provisions under the Request for Proposals and under this Agreement concerning Contractor delay.

3.5 SUSPENSION BY THE CITY FOR CONVENIENCE

1. The City may, without cause, order the Contractor in writing to suspend, delay or interrupt the services, in whole or in part, for such period of time as the City may determine, and the Contractor shall be entitled to an appropriate time extension.

2. If such suspension exceeds thirty (30) consecutive days, Contractor may also be entitled to an adjustment in the contract sum for increases in cost of performance of the Contract, resulting directly from the suspension, delay, or interruption, including reasonable profit on such increased cost; provided however, that no adjustment will be made to the extent:

- A. that performance is, was, or would have been so suspended, delays or interrupted by another cause for which Contractor is responsible;
- B. that the Contractor fails to adequately document the costs increase;
- C. that the Contractor would have incurred the cost increase regardless of the suspension, delay or interruption; or
- D. that an equitable adjustment is made or denied under another provision of Request for Proposals or under this Agreement.

ARTICLE 4.0 **COMPENSATION AND METHOD OF PAYMENT**

4.1 The Contractor will be compensated on a monthly basis.

4.2 Payment will be made to Contractor at the following address:

Sam's Landscape Maintenance, Inc.
Attn: Mr. Sabino Diliddo, Jr.
14030 SW 20 Street
Davie, Florida 33325

4.3 City's acceptance of services shall constitute a waiver of all claims by the City, except for any or all claims arising from the guarantee in this Agreement, unsettled liens, lawsuits, deficiencies or faulty services appearing after final payment is made to the Contractor for such services. The acceptance of payment shall constitute a waiver of all claims against City by the Contractor.

4.4 Contractor shall, before any final payment is made by City, provide City copies of releases of all liens from any and all subcontractors, materials' providers and the like, who or which supplied or furnished any labor, services or materials that were used in the performance of the services. Contractor shall then furnish the City with a "No Lien Affidavit", if applicable. Final payment shall be made upon submission by the Contractor of evidence satisfactory to the City that all payrolls, materials' bills and other costs incurred by the Contractor in connection with the services, have been paid in full, and after all guarantees and specifications for products, materials, or both, incorporated into the services that appear in this Agreement, have been furnished to and found acceptable by the City.

ARTICLE 5.0

CHANGES IN SCOPE OF SERVICES

5.1 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 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 "A" attached to this Agreement without the City's advance written consent.

ARTICLE 6.0

PROTECTION OF CITY'S PROPERTY

6.1 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 requested services.

ARTICLE 7.0

INDEMNIFICATION

7.1 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 use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of it, 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 rights by Contractor in the performance of the services;

- (c) liens, claims, actions made by the Contractor or any other authorized party performing the services;

(d) claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to contract or in an attempt to collect monies due or claimed to be due to the City.

ARTICLE 8.0 **INSURANCE**

8.1 The Contractor shall not commence any services 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 it or any Subcontractor to commence any services 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, the Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

8.1.1 ALL CERTIFICATES OF INSURANCE MUST CLEARLY IDENTIFY THE AGREEMENT TO WHICH THEY PERTAIN, INCLUDING A BRIEF DESCRIPTION OF THE SUBJECT MATTER OF THE AGREEMENT. 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.

8.1.2 Coverages shall be in force until all services required to be performed under the terms of the Agreement 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, 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. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE ANY SERVICES PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE SERVICES 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 THE CONTRACTOR'S DELAY.**

The following are requirements that must be met regarding the Contractor's delivery of Certificates of Insurance for all coverages required under the Request for Proposals and this Agreement:

8.13 **“Official” Certificates of Insurance must be delivered to the City’s Risk Manager and copies to the City Clerk’s office. If the “Official” certificates are not delivered before or on the fourteenth (14th) business day after the issuance by the City of the “Notice of Apparent Low Respondent”, then the City has the right to consider the awarded Agreement to the Contractor as void and the City has the right to negotiate a contract with the next lowest responding Contractor. “Special Provisions”, as referenced below under each type of insurance requirements shall be fully confirmed on or attached to the “Official” certificates.**

INSURANCE REQUIREMENTS

8.2 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.

8.2.1 **GENERAL LIABILITY INSURANCE** is to include bodily injury, broad form property damage, products and completed operations, blanket contractual liability 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. Annual Aggregate shall apply “Per Job”.

SPECIAL PROVISIONS AS TO GENERAL LIABILITY 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
- “The City of Dania Beach, Florida” is named as an Additional “Named” Insured; The products and completed operations coverage shall apply for the City as additional “named” insured for a period of no less than five (5) years following the completion of the Project. Contractor’s products and completed operations policy shall have no time limitation on the coverages for the City’s additional “named” insured status. 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;
- Waiver of Subrogation in favor of the City;

8.2.2 **WORKERS’ COMPENSATION INSURANCE** shall be maintained by Contractor and any Subcontractors during the term of the Agreement, 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 sublet 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 in an amount of no less than One Million Dollars (\$1,000,000.00) each accident, 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 services, the following:

i) any employee, subcontractor or subcontractor employees, 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.

8.2.3 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and no less than Two Million Dollars (\$2,000,000.00) annual aggregate, 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 City.

8.2.4 If subcontractor for any portion of any services, then such subcontractor shall provide all insurance coverages as the Contractor.

8.3 The Contractor shall hold the City, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete the Project. The City reserves the right to require Contractor to provide and pay for any other insurance coverage the City deems necessary, depending upon the possible exposure to liability. Current Certificates of Insurance shall be provided and on file with the City at all times.

ARTICLE 9.0
INDEPENDENT CONTRACTOR

9.1 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, and the Florida unemployment insurance law. 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 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 skill 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 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 the date and at the time the bankruptcy petition is filed. Upon such filing of Bankruptcy, 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
DEFAULT OF AGREEMENT AND REMEDIES

11.1 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 terms and conditions of this Agreement. If Contractor does not timely cure such default within seven (7) days after notice was 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 12.0
DISPUTE RESOLUTION

12.1 **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, or the breach of it, or the standard of performance required in it, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party.

12.2 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 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 Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar service. The rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate presentation of fees paid to outside contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

ARTICLE 14.0 **ASSIGNMENTS AND AMENDMENTS.**

14.1 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.

14.2 It is further agreed 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 authorized agents of the parties.

ARTICLE 15.0
NO CONTINGENT FEES.

15.1 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 Contractor, 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.

ARTICLE 16.0
NOTICES

16.1 Whenever any party desires to give notice to the other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended. The places for 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 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:	Sam's Landscape Maintenance, Inc. Attn: Mr. Sabino Diliddo, Jr. 14030 SW 20 Street Davie, Florida 33325

ARTICLE 17.0
PUBLIC RECORDS

17.1 The successful Firm acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes.

17.1.1 The successful Firm agrees to maintain public records in successful Firm's possession or control in connection with its performance under the Agreement, and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Firm shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

17.1.2 Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with the Agreement are and shall remain the property of City. In the event of termination of the Agreement by either party, any reports, photographs, surveys, other data, documents and public records prepared by, or in the possession or control of, the successful Firm, whether finished or unfinished, shall become the property of City and shall be delivered by successful Firm to the City Manager, at no cost to the City, within seven (7) days of termination of the Agreement. All such records stored electronically by Firm shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of the Agreement, Firm shall destroy any duplicate public records that are confidential and are exempt from public records disclosure. Any compensation due to the successful Firm shall be withheld until all documents are received as provided to the City. The successful Firm's failure or refusal to comply with the provisions of this Article shall result in the immediate termination of the Agreement by the City.

ARTICLE 18.0 **BINDING AUTHORITY**

18.1 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.

ARTICLE 19.0 **HEADINGS**

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

ARTICLE 20.0 **SEVERABILITY**

20.1 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.

ARTICLE 21.0
ALL PRIOR AGREEMENTS SUPERSEDED

21.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations and understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

21.2 The Contractor understands and agrees that the City, during any fiscal year, is not authorized to 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 and that any contract, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such contract beyond such limits. Nothing contained in this Agreement shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Contractor shall not proceed with services under this Agreement without City's written verification that the funds necessary for Contractor compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

ARTICLE 22.0
EXTENT OF AGREEMENT

22.1 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.

ARTICLE 23.0
WAIVER

23.1 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.

ARTICLE 24.0
GOVERNING LAW; CONSENT TO JURISDICTION

24.1 The law of the State of Florida shall govern the agreement. The agreement is not subject to arbitration. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to the agreement. Venue of any action to enforce the agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with the agreement. The parties understand and agree that this waiver will be a material term of the agreement.

24.2 All claims, counterclaims, disputes and other matters in question between City and Firm arising out of, relating to or pertaining to the Agreement, the breach of it, 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. The parties understand and agree that this waiver is a material Agreement term.

ARTICLE 25.0
CONFLICT

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

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

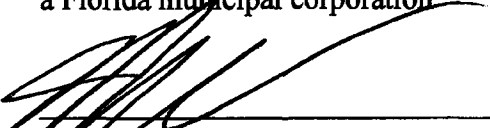
ATTEST:

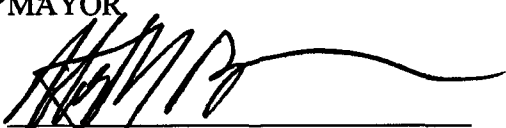


LOUISE STILSON, CMC
CITY CLERK

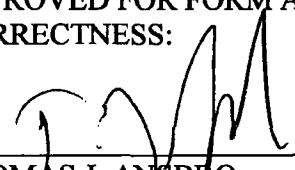
CITY:

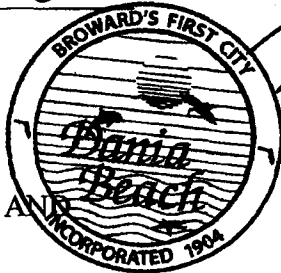
CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation


MARCO A. SALVINO, SR.
MAYOR


ROBERT BALDWIN
CITY MANAGER

APPROVED FOR FORM AND
CORRECTNESS:


THOMAS J. ANSBRO
CITY ATTORNEY



CONTRACTOR:

**SAM'S LANDSCAPE MAINTENANCE,
INC., a Florida corporation**

Signature

PRINT Name

Signature

PRINT Name

Sabino D. Liddo Jr.
Signature

Sabino D. Liddo Jr.
PRINT Name

Owner
TITLE

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE me on NOVEMBER 9, 2015, personally appeared SABINO D. LIDDO JR. as OWNER of SAM'S LANDSCAPE MAINTENANCE, INC., a Florida corporation, on behalf of the 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.

T. D. Liddo
NOTARY PUBLIC
State of Florida

My Commission Expires: 12/22/2017

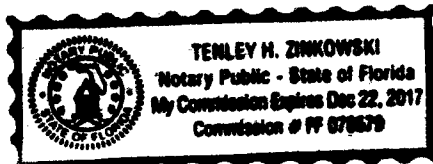


EXHIBIT "A"

SCOPE OF SERVICES

- A. Contractor shall maintain the contractually covered grass Areas at the prescribed frequency rate with conventional production style mowing and lawn maintenance equipment. Any exceptions to the specific schedule shall be granted by Mr. Brad Kaine., Director of Public Services or his designee.
- B. Mowing shall be done at a height of three (3) inches each cut. The Contractor shall mow all grass in the following intervals:
 - 1. April 1 through November 30: Once every ten (10) calendar days (minimum three (3) per month).
 - 2. December 1 through March 30: Once every fourteen (14) calendar days (minimum two (2) times per month).

The calendar year will have a total of thirty-four (34) cuts. This schedule shall be modified by the Interim Director to either increase or decrease the number of cuttings per year. If, in the opinion of the City, a modification due to abnormal conditions is deemed necessary, the City will notify the Contractor as far in advance as reasonably possible of any maintenance requirement changes.

- C. Contractor shall fertilize all grass areas three (3) times per year in March, July, and October, weather permitting. A NPK 24-2-11 fertilizer with no less than 2% water insoluble nitrogen and 40% organic filler shall be used in March. Atrazine and 13-3-13 slow release fertilizer shall be used in October. Trees are to be fertilized three (3) times a year in March, July and October with a palm special 13-3-13 fertilizer with slow release potassium. Manufacturer's recommended rate of application will apply for all three (3) compositions. The chemical composition of the fertilizer must be approved by the City prior to application to check for appropriate trace minerals. The Interim Director or his designee must be notified at least twenty-four (24) hours prior to application of fertilizer for verification of use and type. Fertilization, including provision of the fertilizer, is considered a part of the maintenance function in its entirety.
- D. Upon arrival at a job site for the cutting operation, the Contractor shall immediately survey the Area to remove all litter, glass, rocks, dead foliage and debris, subject to them becoming a projectile, if engaged by a mower. All grass clippings, vegetative trimmings and existing overburden shall be blown or vacuumed from the street and walk areas on the same day maintenance is performed prior to leaving the site. Raking of leaves and other debris shall be performed at the base of the shrubbery and all other areas to maintain a neat and aesthetic appearance. Contractor shall remove all waste materials from the maintenance Areas of operation and properly dispose of all waste materials at the Public Services Site located at 1201 Stirling Road in Dania Beach, Florida. Debris is not to be blown into streets or onto pedestrian pathways.

Pathways and sidewalks shall be blown clear and swept or vacuumed prior to leaving the site.

- E. Contractor shall trim all hedges and shrubs to a uniform height during each site visit. Hedge material located in the medians shall be trimmed so as not to exceed three (3) feet in height and may not overlap the curbing. A six (6) inch clearance between hedge and inside face of curbing shall be maintained. Exceptions due to existing conditions need to be approved by the Interim Director or his designee. Some areas are to be hand pruned as needed, or required.
- F. Tree trimming shall be required in all Areas under Contract. Trees shall be trimmed to a minimum clearance height of eight (8) feet. At the Florida Department of Transportation Right-of-Way, clearance shall be thirteen (13) feet. Tree suckers (water sprouts) are to be removed as they grow. The Contractor shall trim all overgrowth where it obstructs or restricts sight distance view of vehicles, i.e., limbs hanging into the roadway from the median or swale or landscaping taller than thirty (30) inches. Contractor shall also be responsible for removing limbs from the roadway that emanate from Areas under Contract. The Contractor shall be alert to remove traffic hazards (such as, but not limited to the obstruction of stop signs and other roadway signs) or unsafe conditions caused by tree limb obstruction during each site visit. Dead palm fronds shall be disposed of along with daily trash pickup during normal maintenance frequencies. The Interim Director or his designee will address any possible variation to this on an individual basis.
- G. Edging shall be done along all sidewalks, curbs, blacktops, walkways, asphalt paths and road edges with a gas operated edger during each site visit. Grass shall also be edged back where it encroaches upon the street from the swale or other areas. Edged material shall be blown clear, swept or vacuumed and collected for disposal by the Contractor.
- H. Weeding shall include, but is not limited to, ornamental beds, bases of shrubbery and hedges, sidewalks, curb lines and any other areas where weeds exist, including medians devoid of grass. Weeds may either be manually pulled or sprayed with "Round-Up" or a similar type of herbicide, approved by the Interim Director or his designee. Weeding or spraying shall occur at least monthly on all areas, especially medians with significant landscape. All tree beds are to be completely clear of weeds at all times. Weed control must only be applied when there is no danger of accidental application that will damage surrounding trees, shrubbery, groundcover or other vegetation. Weeds must be controlled by hand if the conditions are not favorable for spraying herbicide. It is imperative that all safety requirements of dispersing herbicides be carefully followed. Copies of instructional material on herbicide application are available at the Broward County Extension Agency, in the Town of Davie. Any applicator shall be thoroughly familiar with its contents for personal and public safety.
- I. Herbicide applications must be performed by a Certified Pest Control Operator who must hold a Lawn and Ornamental Certificate issued by the Florida Department of Health and Rehabilitative Services, Entomology Service Division. All pesticide application classified as restricted use shall be carried out by a certified applicator or

under the direct supervision of a certified applicator. It is also required that when applying any herbicides to areas of heavy pedestrian traffic, such as City Hall, spray application warning flags are to be clearly displayed to designate the Areas.

- J. Weed eating shall be done around all fixed objects exposed in the turf, including but not limited to trees, poles, posts, irrigation heads or any other fixtures found in such settings. Weed eating shall be done with string trimmer with careful attention around trees to ensure that the tree does not girdle. Many trees have rings around the base to prevent this type of injury; if there is not a ring around the tree, attention must be brought to the Interim Director or his designee to provide a ring.
- K. Evidence of insects shall be brought to the attention of the Interim Director or his designee.
- L. The Contractor shall inform the Interim Director or his designee of any immediate safety hazard, or vandalism including graffiti upon discovery in the field. The Contractor shall contact the City of placement of barricades where hazards exist to safeguard the Area until the situation can be corrected. The Contractor shall contact the City if any holes are found constituting a hazard.
- M. The Contractor, upon completion of mowing a section, shall inform the Interim Director or his designee of any damage to the irrigation system, and it shall be repaired or replaced and returned to operating condition within twenty-four (24) hours. The Contractor must notify the Interim Director or his designee when the situation has been rectified.
- N. All Areas are to be maintained in a condition acceptable to the Interim Director or his designee. Work is to be completed Monday through Saturday starting no earlier than 7:00 A.M. and must end by sunset or 6:00 P.M., whichever is earlier.
- O. When mowing in traffic medians, personnel are required to wear safety vests. Proper safety signage, cones, flagmen or other warning devices shall be used to alert motorists of work in the Areas. All signs shall be temporary and must be in accordance with the Florida Department of Transportation. OSHA standard shall be utilized where applicable



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2015

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	CONTACT NAME: Della M. Moore
Mack Insurance Group	PHONE (A/C No. Ext): (561) 674-0774 FAX (A/C No.): (561) 674-0775
7251 W. Palmetto Park Rd	E-MAIL ADDRESS: dmoore@mackinsgroup.com
Suite 206	
Boca Raton FL 33433	
INSURED	INSURER(S) AFFORDING COVERAGE
Sam's Landscape Maintenance, Inc.	INSURER A: OBE NAIC # 11515
14030 SW 20 Street	INSURER B: Florida Retail Federation SIF 10700
	INSURER C:
	INSURER D:
	INSURER E:
Davie FL 33325	INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL1592933193

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	ADD. SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		8CL0004053	2/27/2015	2/27/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOF AGG \$ Included \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ SCHEDULED AUTOS ☐ ALL OWNED AUTOS ☐ NON-OWNED AUTOS ☐ HIRED 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 ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	520-40076	10/25/2015	10/25/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Dania Beach
 100 W. Dania Beach Blvd.
 Dania Beach, FL 33004

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

Jay Mack/DELLA

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

INS025 (7/2014/01)

The ACORD name and logo are registered marks of ACORD

IMPORTANT - IDENTIFICATION CARDS

MUTL VOL
2416-B1B

STATE FARM®

FOLD TOP AND BOTTOM OF CARD ON PERFORATION

State Farm
**FLORIDA AUTOMOBILE INSURANCE
IDENTIFICATION CARD
STATE FARM**

POLICY NUMBER
C40 2845-F07-59 4
☒ PERSONAL INJURY PROTECTION
CO. NUMBER
09785
PROPERTY DAMAGE
☒
EFFECTIVE DATE
JUN 07 2015
BODILY INJURY

NAMED INSURED
DI LIDDO, SAM
MUTL VOL

COVERAGES
A P10 C D500 G500 U3
YR MAKE VEHICLE IDENTIFICATION NUMBER
1996 FORD 1FDLF47F8TEB22586
AGENT **DAWN WAGNER**
PHONE **(954)389-7007** NAIC **25178**
NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

KEEP A CARD IN YOUR CAR.

THIS CARD IS INVALID IF THE POLICY FOR WHICH IT WAS ISSUED LAPSES OR IS TERMINATED.
KEEP YOUR CURRENT CARD UNTIL THE EFFECTIVE DATE OF THIS CARD.

3559/05636

141110.1 04-14-2012 (a10e11b)

4-A
SYS PEND

IMPORTANT - IDENTIFICATION CARDS

MUTL VOL
2416-B1B

STATE FARM®

FOLD TOP AND BOTTOM OF CARD ON PERFORATION

State Farm
**FLORIDA AUTOMOBILE INSURANCE
IDENTIFICATION CARD
STATE FARM**

POLICY NUMBER
C40 2845-F07-59 4
☒ PERSONAL INJURY PROTECTION
CO. NUMBER
09785
PROPERTY DAMAGE
☒
EFFECTIVE DATE
JUN 07 2015
BODILY INJURY

NAMED INSURED
DI LIDDO, SAM
MUTL VOL

COVERAGES
A P10 C D500 G500 U3
YR MAKE VEHICLE IDENTIFICATION NUMBER
2002 INTL 1HTMNAAM12H543424
AGENT **DAWN WAGNER**
PHONE **(954)389-7007** NAIC **25178**
NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

State Farm
**FLORIDA AUTOMOBILE INSURANCE
IDENTIFICATION CARD
STATE FARM**

POLICY NUMBER
C40 2845-F07-59 4
☒ PERSONAL INJURY PROTECTION
CO. NUMBER
09785
PROPERTY DAMAGE
☒
EFFECTIVE DATE
JUN 07 2015
BODILY INJURY

NAMED INSURED
DI LIDDO, SAM
MUTL VOL

COVERAGES
A P10 C D500 G500 U3
YR MAKE VEHICLE IDENTIFICATION NUMBER
2002 INTL 1HTMNAAM12H543424
AGENT **DAWN WAGNER**
PHONE **(954)389-7007** NAIC **25178**
NOT VALID MORE THAN ONE YEAR FROM EFFECTIVE DATE

State Farm

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

IF YOU HAVE AN ACCIDENT - NOTIFY THE POLICE IMMEDIATELY

1. Get names, addresses, and phone numbers of persons involved and witnesses. Also get driver license numbers of persons involved and license plate numbers/ states of vehicles.
2. Don't admit fault or discuss the accident with anyone but State Farm or police.
3. Promptly notify your agent, log on to statefarm.com®, or visit State Farm Pocket Agent® to file a claim.

For Emergency Road Service call 1-877-627-5757.

EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY.

How to identify your coverage - See policy for full name and definition

A	Bodily Injury Liability	H	Emergency Road Service	U	Uninsured Motor Vehicle
B	Property Damage Liability	P	No-Fault	U3	Uninsured Motor Vehicle
C	Medical Payments	R1	Car Rental and Travel Expenses		Nonstacked
D	Comprehensive	S	Death, Dismemberment and	UNOC	Use of Nonowned Cars
E	Collision		Loss of Sight		

MANY STATES REQUIRE EVIDENCE OF INSURANCE ON DEMAND. ONE OF THESE CARDS SHOULD BE CARRIED IN THE VEHICLE AT ALL TIMES.

A toll free number is available for Emergency Road Service and is located on your Insurance card.

In the Philippines

State Farm

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

IF YOU HAVE AN ACCIDENT - NOTIFY THE POLICE IMMEDIATELY

1. Get names, addresses, and phone numbers of persons involved and witnesses. Also get driver license numbers of persons involved and license plate numbers/ states of vehicles.
2. Don't admit fault or discuss the accident with anyone but State Farm or police.
3. Promptly notify your agent, log on to statefarm.com®, or visit State Farm Pocket Agent® to file a claim.

For Emergency Road Service call 1-877-627-5757.

EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY.

How to identify your coverage - See policy for full name and definition

A	Bodily Injury Liability	H	Emergency Road Service	U	Uninsured Motor Vehicle
B	Property Damage Liability	P	No-Fault	U3	Uninsured Motor Vehicle
C	Medical Payments	R1	Car Rental and Travel Expenses		Nonstacked
D	Comprehensive	S	Death, Dismemberment and	UNOC	Use of Nonowned Cars
E	Collision		Loss of Sight		

State Farm

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

IF YOU HAVE AN ACCIDENT - NOTIFY THE POLICE IMMEDIATELY

1. Get names, addresses, and phone numbers of persons involved and witnesses. Also get driver license numbers of persons involved and license plate numbers/ states of vehicles.
2. Don't admit fault or discuss the accident with anyone but State Farm or police.
3. Promptly notify your agent, log on to statefarm.com®, or visit State Farm Pocket Agent® to file a claim.

For Emergency Road Service call 1-877-627-5757.

EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY.

How to identify your coverage - See policy for full name and definition

A	Bodily Injury Liability	H	Emergency Road Service	U	Uninsured Motor Vehicle
B	Property Damage Liability	P	No-Fault	U3	Uninsured Motor Vehicle
C	Medical Payments	R1	Car Rental and Travel Expenses		Nonstacked
D	Comprehensive	S	Death, Dismemberment and	UNOC	Use of Nonowned Cars
E	Collision		Loss of Sight		

State Farm

MISREPRESENTATION OF INSURANCE IS A FIRST DEGREE MISDEMEANOR

IF YOU HAVE AN ACCIDENT - NOTIFY THE POLICE IMMEDIATELY

1. Get names, addresses, and phone numbers of persons involved and witnesses. Also get driver license numbers of persons involved and license plate numbers/ states of vehicles.
2. Don't admit fault or discuss the accident with anyone but State Farm or police.
3. Promptly notify your agent, log on to statefarm.com®, or visit State Farm Pocket Agent® to file a claim.

For Emergency Road Service call 1-877-627-5757.

EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY.

How to identify your coverage - See policy for full name and definition

A	Bodily Injury Liability	H	Emergency Road Service	U	Uninsured Motor Vehicle
B	Property Damage Liability	P	No-Fault	U3	Uninsured Motor Vehicle
C	Medical Payments	R1	Car Rental and Travel Expenses		Nonstacked
D	Comprehensive	S	Death, Dismemberment and	UNOC	Use of Nonowned Cars
E	Collision		Loss of Sight		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/16/2018

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 Mack Insurance Group 7251 W. Palmetto Park Rd Suite 206 Boca Raton FL 33433	CONTACT NAME: Deborah Dingle	
	PHONE (A/C, No, Ext): (561) 674-0774	FAX (A/C, No): (561) 674-0775
INSURED Sam's Landscape Maintenance, Inc. 14030 SW 20 Street Davie FL 33325	E-MAIL ADDRESS: ddingle@mackinsgroup.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lloyds of London	
	INSURER B: Florida Retail Federation SIF	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
10700		

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			CIBFL0034233	2/27/2018	2/27/2019	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ Included
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N		0520-56732	10/11/2017	10/11/2018	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒ Y	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AUTOMATIC ADDITIONAL INSURED

CERTIFICATE HOLDER City of Dania Beach 100 W. Dania Beach Blvd. Dania Beach, FL 33004	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 Jay Mack/DEBORA
---	--



City of Dania Beach FLORIDA

March 14, 2018

Sam's Landscape Maintenance, Inc.
Attn: Sabino DiLiddo, Jr.
14030 SW 20 Street
Davie, FL 33325

RE: Amendment to an Existing Agreement between the City of Dania Beach and
Sam's Landscape Maintenance, Inc., Relating to Grounds and Right of Way
Maintenance Services

Dear Mr. DiLiddo:

Enclosed for your files is a fully executed original of the above-referenced document.

If you have any questions regarding this document, please contact Brad Kaine, Public
Services Director, at 954-924-6808 x3740.

Sincerely,

Tom Schneider, CMC
Deputy City Clerk

Enclosure

cc: Brad Kaine, Public Services Director



City of Dania Beach FLORIDA

February 14, 2018

Sam's Landscape Maintenance, Inc.
Attn: Sabino DiLiddo, Jr.
14030 SW 20 Street
Davie, FL 33325

RE: Amendment to an Existing Agreement between the City of Dania Beach and Sam's Landscape Maintenance, Inc., Relating to Grounds and Right of Way Maintenance Services

Dear Mr. DiLiddo:

Enclosed are two originals of the above-referenced document to be signed, witnessed, and notarized by your company. Upon execution, please return them to the City Clerk's office, *together with the required Certificate(s) of Insurance as specified in Article 8 of the initial agreement*, to be signed by City officials.

Upon execution by the City, a fully executed original will be sent to you for your files.

If you have any questions regarding this document, please contact Brad Kaine, Public Services Director, at 954-924-6808 x3740.

Sincerely,

Tom Schneider, CMC
Deputy City Clerk

Enclosures

cc: Brad Kaine, Public Services Director

"Broward's First City"

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 AND RATIFYING A CONTRACT UTILIZING PRICING UNDER THE UNDER BROWARD COUNTY BOARD OF COMMISSIONERS SOLICITATION T1368213B1 AND FURTHER AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR EMERGENCY REPAIRS OF THE NORTHWEST 1st STREET BRIDGE OVER THE C-10 CANAL BY BLUEWATER BUILDERS, INC. FOR FISCAL YEAR 2018-2019, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY ONE THOUSAND EIGHT HUNDRED FORTY ONE DOLLARS AND EIGHTEEN CENTS (\$271,841.18)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

2018 Memo - NW 1st Street Bridge Emergency Repair revised, R-2018- Bluewater Builders, Inc. Emergency Bridge Repair NW 1st Street Bridge, Broward County Permission to Piggyback Bluewater Builders, Inc., Bluewater Builder, Inc. Executed Agreement, 16-01-31 DANIA BEACH NW 1ST ST BRIDGE ESTIMATE REV (0), 16-01-31 DANIA BEACH NW 1ST ST BRIDGE SCHEDULE 11-6-18, Broward County Contract Award



**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, City Engineer

Date: November 13, 2018

RE: Emergency Repairs at NW 1st Bridge over Canal C-10 by Bluewater Builders, Inc.

NW 1st Street Bridge is City-owned and maintained. This bridge is about 60 years old having been built in 1958. While the FDOT does not manage this bridge, the Federal Highway Administration (FHWA) holds FDOT administratively responsible to ensure that all qualified bridges in the State are inspected in accordance with statute and federal code. Due to an accident that occurred on October 1, 2018 involving a passing boater under bridge, Public Services requested FDOT to perform a special bridge inspection. The City received the report on October 16, 2018. The report indicated a degradation of the superstructure (deck) from satisfactory (1/12/17 inspection report) to SERIOUS. The bridge is considered structurally deficient and must be repaired immediately.

In addition to vehicular and pedestrian traffic this bridge also hosts a major sewer forcemain that collects sewage and a watermain that distributes water to all developments across the C-10 Canal to near Ravenswood Road. Therefore, it was in the best interest of the City to close the bridge to protect these assets and avert any potential accident that may arise from a bridge collapse.

The City utilized pricing available under the Broward County Board of Commissioners Solicitation T1368213B1 with Bluewater Builders for all the repair work. Bluewater Builders, Inc. (Contractor) will work with a bridge structural engineer to implement the required corrective measures. This repair/rehabilitation work involves major work to restore the structural integrity of the bridge, as well as other work necessary to correct major safety defects.

The cost for this repair project is \$271,840.18.

We have negotiated the timeline for this project to complete all work necessary to re-open the bridge to vehicle traffic prior to the planned closure of Old Griffin Road (early 2019). The Contractor is committed to mobilize two work crews. The first crew will start the week of November 12th, and a second crew to start on November 19th. All structural work necessary to reopen the bridge to vehicular traffic will be completed by December 31, 2018. The bridge will be open to traffic by January 1, 2019. Other incidental work will be completed by the Contractor by January 15, 2019.

Funding for these repairs will come from various Enterprise Funds (Water, Sewer, Storm) and the General Funds (Streets and Reserves). A project will be created in the Capital Projects Fund, with transfer as follows:

General Fund Streets	001-39-06-539-46-60	\$115,000
General Fund Reserves	001-00-00-389-90-00	\$145,484
Water Fund Distribution	401-33-02-533-46-70	\$ 1,990
Sewer Fund Distribution	402-35-02-535-56-70	\$ 4,477
Stormwater Fund Repair & Maintenance	403-38-01-538-46-60	\$ 4,890

Recommendation

Public Services requests the City Commission ratify the contract and authorize funding for this emergency repair with Bluewater Builders, Inc.

RESOLUTION NO. 2018-164

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AND RATIFYING A CONTRACT UTILIZING PRICING UNDER THE UNDER BROWARD COUNTY BOARD OF COMMISSIONERS SOLICITATION T1368213B1 AND FURTHER AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR EMERGENCY REPAIRS OF THE NORTHWEST 1st STREET BRIDGE OVER THE C-10 CANAL BY BLUEWATER BUILDERS, INC. FOR FISCAL YEAR 2018-2019, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY ONE THOUSAND EIGHT HUNDRED FORTY ONE DOLLARS AND EIGHTEEN CENTS (\$271,841.18); 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, on October 1, 2018, an incident occurred at the bridge in which a boat passed under the bridge and a concrete portion of a concrete slab fell from the bridge and into the boat; and

WHEREAS, the Northwest 1st Street Bridge was constructed in 1958 and the bridge is City-owned and maintained; and

WHEREAS, the Federal Highway Administration (“FHWA”) holds the Florida Department of Transportation (“FDOT”) administratively responsible to ensure that all qualified bridges in the State are inspected in accordance with statutes and federal codes; and

WHEREAS, the Public Services Department requested that FDOT perform a special bridge inspection following the reported incident; and

WHEREAS, the City received the report on October 16, 2018 from FDOT indicating a degradation of the superstructure (deck) and gave the deck a grade of “Serious” as opposed to a

previous inspection report dated January 12, 2017, which graded that portion of the structure as “Satisfactory”; and

WHEREAS, the Northwest 1st Bridge is in need of emergency repairs to restore its structural integrity as well as implement work necessary to correct major safety defects; and

WHEREAS, Broward County Highway and Maintenance Division has granted permission to the City to “piggy-back” off of their contract with Bluewater Builders, Inc.; and

WHEREAS, Bluewater Builders, Inc., will work under the direct guidance of an independent bridge engineering company, BMA Consulting Engineering, Inc., as represented by Jesus A. Mustafa, P.E., P. Eng., located in Pembroke Pines, Florida; and

WHEREAS, Bluewater Builders, Inc., has proposed an amount not to exceed Thirty Four Thousand Seven Hundred Fifty Dollars (\$34,750.00) for professional engineering services under their proposal which is below the \$35,000.00 threshold under Florida Statute Section 297.055 (Consultant’s Competitive Negotiation Act, the “CCNA”); and

WHEREAS, Bluewater Builders, Inc., will perform emergency repairs to the structural bridge for a total amount not to exceed Two Hundred Seventy One Thousand Eight Hundred Forty One Dollars (\$271,841.00); and

WHEREAS, the Public Services Department is seeking approval to exceed the \$25,000.00 threshold for any necessary future repairs for the remainder of Fiscal Year 2018-2019 provided funding is available and appropriated in the current budget year; and

WHEREAS, since the work is, in effect, a “design-build” project, the Mayor of the City declared a public emergency to ensure the repairs are expedited and negotiations with the best qualified firm available have been conducted (see Florida Statutes Section 284.055(9)(c)(6); and Section 255.0525(3) and (5));

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 and ratifies the purchase of emergency construction services from Bluewater Builders, Inc., in an amount not to exceed Two Hundred Seventy One Thousand Eight Hundred Forty One Dollars and Eighteen Cents (\$271,841.18).

Section 3. That funding for these repairs shall be appropriated and funded by a transfer from various Enterprise Funds (Water, Sewer, Storm) and General Funds (Streets and Reserves) to the Capital Projects Fund, as follows:

General Fund Streets 001-39-06-539-46-60	\$115,000.00
General Fund Reserves 001-00-00-389-90-01	\$145,484.00
Water Fund Distribution –401-33-02-533-46-70	\$ 1,990.00
Sewer Fund Distribution –402-35-02-535-56-70	\$ 4,477.00
Stormwater Fund Repair & Maintenance 403-38-01-538-46-60	\$ 4,890.00

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 November 13, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Johnson, Antoine

From: Ton, Anh <ATON@broward.org>
Sent: Tuesday, November 06, 2018 4:38 PM
To: Navarro, Ronnie; Diaz, Harry; Moore, Judale
Cc: Kaine, Brad; Johnson, Antoine; Satterfield, Nicki; Adams, Lori; Ansbro, Tom; Donnelly, Colin
Subject: RE: Broward County Maintenance Contracts Contractor

Ronnie,

Please feel free to piggyback the County's contract for bridge repairs for your urgent need. Of course, you will also have to get approval from your procurement/purchasing department. Please let us know if we can help in other ways.



Anh Ton, P.E.
Highway and Bridge Maintenance Division
1600 N.W. 30th Avenue, Pompano Beach, FL 33069
Office: 954-357-6059
www.broward.org

From: Navarro, Ronnie <rnavarro@daniabeachfl.gov>
Sent: Tuesday, November 06, 2018 4:04 PM
To: Diaz, Harry <HADIAZ@broward.org>; Ton, Anh <ATON@broward.org>; Moore, Judale <ejmoore@broward.org>
Cc: Kaine, Brad <bkaine@daniabeachfl.gov>; Johnson, Antoine <ajohnson@daniabeachfl.gov>; Satterfield, Nicki <nsatterfield@daniabeachfl.gov>; Adams, Lori <ladams@daniabeachfl.gov>; Ansbro, Tom <tansbro@daniabeachfl.gov>; Donnelly, Colin <cdonnelly@daniabeachfl.gov>
Subject: RE: Broward County Maintenance Contracts Contractor
Importance: High

External Email Warning: This email originated from outside the Broward County email system. Do not reply, click links, or open attachments unless you recognize the sender's **email address** (not just the name) as legitimate and know the content is safe. Report any suspicious emails to ETSSecurity@broward.org.

Mr. Anh Ton,

On behalf of the City of Dania Beach, I would like to request approval to piggyback off your contract with Bluewater Builders, Inc. for the needed structural repair of our local bridge located on NW 1st Street over C-10 Canal.

Due to the urgency of this request, an email response would be most appreciated. Thank you



Ronnie S. Navarro, PE, CFM
Deputy Director - City Engineer
rnavarro@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL 33004
Phone: 954-924-6808 ext. 3615 | **Fax:** 954-923-1109

Please note: Florida has a very broad public records law. Most written communications to or from City Officials regarding City business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Diaz, Harry [<mailto:HADIAZ@broward.org>]
Sent: Tuesday, October 16, 2018 4:07 PM
To: Navarro, Ronnie <rnavarro@daniabeachfl.gov>
Cc: Ton, Anh <ATON@broward.org>
Subject: Broward County Maintenance Contracts Contractor

Good afternoon Mr. Navarro,

As discussed; Anh Ton, my Division Director asked that I provide you with copies of the contracts we use to maintain and repair our bridges and roadways.

Please find them attached (Contract and Bid Items with unit cost) for your use.

Feel Free to contact me if you have any questions regarding this matter.

Thank you,



Harry Diaz, P.E.
Construction Project Manager
Highway and Bridge Maintenance Division
1600 Blount Rd | Pompano Beach, FL 33069 | Tel: 954-577-4631 | Cell: 954-931-9067
hadiaz@broward.org

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

Under Florida law, most e-mail messages to or from Broward County employees or officials are public

records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND BLUEWATER BUILDERS, INC., A FLORIDA CORPORATION, UTILIZING PRICING FROM A BROWARD COUNTY INVITATION TO BID ("ITB") NO. T1368213B1, (PRESENTLY EXISTING BETWEEN THE CONTRACTOR AND BROWARD COUNTY) FOR EMERGENCY BRIDGE REPAIR SERVICES.

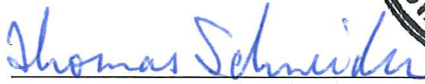
This is an Agreement ("Agreement") dated November 7, 2018, between the City of Dania Beach, Florida, a Florida municipal corporation ("City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Bluewater Builders, Inc., a Florida corporation ("Contractor"), with its principal mailing address of 3900 Northwest 126th Avenue, Coral Springs, Florida.

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 Contractor and Broward County, Florida and any amendment(s) to it, under an award by Broward County of a contract (pursuant to ITB No. T1368213B1, which documents are made a part of and are incorporated into this Agreement by this reference), shall be considered as part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in the South Florida area and service rates are lower than those afforded to Broward County, or any city in Florida for these same services, then Contractor shall provide such lower service rates to the City.
2. The work to be performed for the City consists of performing emergency bridge repairs to the Northwest 1st Street bridge, located in Dania Beach. The proposal, including the scope of work and drawings submitted by the Contractor is attached as Exhibit "B" and incorporated by this reference.
3. City agrees to pay the Contractor a not to exceed amount of Two Hundred Seventy One Thousand Eight Hundred Forty One Dollars and Eighteen Cents (\$271, 841.18), which will be invoiced to the City monthly. This Agreement is subject to the City's "Prevailing Wage Ordinance", a copy of which is attached and incorporated by this reference, identified as Exhibit "A".
4. That in all other respects, the terms of the Broward County ITB and which document apply to this Agreement.
5. City or Contractor may request changes that increase, decrease or otherwise modify the Work, 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 Work

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

ATTEST:



THOMAS SCHNEIDER, CMC
CITY CLERK



CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation



TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:



THOMAS J. ANSBRO
CITY ATTORNEY



ROBERT BALDWIN
CITY MANAGER

WITNESSES:

[Signature]
Signature

Jean Adams
PRINT Name

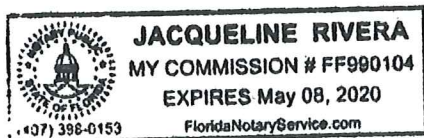
[Signature]
Signature

Penelope S. Novarra
PRINT Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on November 7, 2018,
by _____, as _____ of Bluewater Builders, Inc., a
Florida corporation, on behalf of the corporation. He/she is personally known to me or has
produced DL # L350-398-66-171-0 as identification.

My Commission Expires:



CONTRACTOR:

Bluewater Builders, Inc. a Florida
Corporation

[Signature]
Signature

Henry Lordea
PRINT Name

Mgr
Title

Dated: 11/7, 2018



J. Rivera
Notary Public,
State of Florida

Jacqueline Rivera
Print Name

ORDINANCE NO. 23-98

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ESTABLISHING A NEW CODE SECTION 8-141 IN ORDER TO PROVIDE FOR A MINIMUM WAGE REQUIREMENT ON CERTAIN CONSTRUCTION CONTRACTS; PROVIDING THAT ALL ORDINANCES OR PARTS OF ORDINANCES AND ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT ARE REPEALED TO THE EXTENT OF SUCH CONFLICT; PROVIDING A SEVERANCE CLAUSE; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, THAT:

Section 1. Chapter 8, Buildings, of the Code of Ordinances of the City of Dania Beach, is amended to add Section 8-141, to read as follows:

Sec. 8-141. Rate of wages, fringe benefits on city construction contracts.

(a) Establishment of Minimum Wages. Every construction contract in excess of fifty thousand dollars (\$50,000.00) to which Dania Beach is a party shall include a provision that the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices and similar jobs (i.e., non-office), listed by the Department of Labor, Employment Standards Administration, Wage and Hour Division and employed by any contractor or subcontractor on the work covered by the contract shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the General Wage Determinations Issued Under the Davis-Bacon and Related Acts, U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division, for Broward County, Florida.

(b) Implementation of the Department of Labor General Wage Determinations. The prevailing wage rate and fringe benefit payments to be used in the implementation of this section shall be those last published by the U.S. Department of Labor as noticed in the Federal Register and reported in the General Wage Determinations Issued Under the Davis-Bacon and Related Acts prior to the date of issuance of specifications by Dania Beach in connection with its invitation for bids.

(c) Notice Requirement. On the date an employee commences work on a construction contract to which this section applies, the contractor shall be required to post a notice in a prominent place at the work site stating the requirements of this section.

(d) Preemption by Federal Funding. When construction contracts involve federal funding or are otherwise subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276(a)), this section shall not apply; and the minimum wages to be paid the various classes of laborers, mechanics and apprentices shall be based upon the wages determined by the secretary of labor in accordance with the Davis-Bacon Act (40 U.S.C. 276(a)).

(e) Exceptions. The provisions of this section shall not apply to any existing contract or construction project in which a notice for bids or request for proposals has been advertised in the public media prior to the effective date of this section or to any developer agreement whereby Dania Beach is requiring the construction of certain improvements including, but not limited to, road construction, as condition of the issuance of a development permit or to any construction project performed by Dania Beach utilizing its own employees.

Section 2. 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. All ordinances or parts of ordinances or resolutions or parts of resolutions in conflict with the provisions of this ordinance are hereby repealed.

Section 4. This ordinance shall take effect immediately at the time of its passage.

PASSED AND ADOPTED on first reading on November 24, 1998.

PASSED AND ADOPTED on second reading on December 8, 1998.

MAYOR – COMMISSIONER

ATTEST:

CITY CLERK – AUDITOR

ROLL CALL:

MAYOR CALI - YES

VICE-MAYOR ETLING - YES

COMMISSIONER BERTINO – YES

COMMISSIONER MIKES - NO

COMMISSIONER HYDE - YES

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
THOMAS J. ANSBRO
CITY ATTORNEY



3900 Northwest 126th Avenue, Coral Springs, FL 33065-7642
Phone: (954) 753-7233; Fax: (954) 753-7244

November 6, 2018

Mr. Brad Kaine
Public Services Director
City of Dania Beach
1201 Stirling Road
Dania Beach, FL 33004

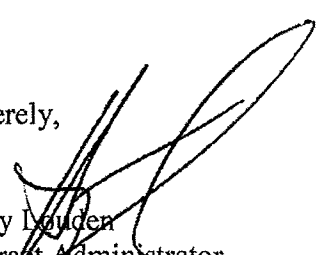
Re: NW 1st Street Bridge Proposal & Schedule
BBI #: 12-06-31

Good afternoon. Thank you very much for allowing our team to assist you and your city with this project. Below is a summary of the timeline and schedule discussed in our meeting today.

- We will mobilize the 1st crew to start the structural repair work on Monday 11/12/18.
- We will mobilize a 2nd crew to supplement the repair work on Monday 11/19/18.
- We will complete all required structural work and re-open the NW 1st Street bridge no later than January 1, 2019.
- All cosmetic related scope will be completed no later than January 15, 2019.
- Working hours available are Monday through Saturday from 7am-6pm.
- Total Proposal \$271,840.18

Please see the attached revised schedule. Please contact me 305-525-2545 with any questions or comments.

Sincerely,



Henry Loudon
Contract Administrator
Broward County Highway & Bridge Contract
Bluewater Builders, Inc.

Attachments: Revised Schedule
Estimate & Scope Siteplan

CC: Ronnie Navarro, P.E.

Date: 11/5/18
 Bluewater Builders, Inc.
 3900 NW 126th Avenue
 Coral Springs, FL 33065-7642
 Phone-954-753-7233; Fax-954-753-7244
 BWB #: 16-01-31
 Job: DANIA BEACH NW 1ST ST BRIDGE
 Using Agency: Highway and Bridge Maintenance Division

Estimate

To: MR. RONNIE NAVARRO
 Revision #: 0
 Start Date: 15 Days After NTP
 Duration: 90 Days
 Bid No: T1368213B1
 BC #:
 Bridge #:
 From: Henry Loudon 305-525-2545

Bid Item No.	FDOT Pay Item No.	Commodity Codes 91366, 91367 Description	Qty	Unit	Unit \$	Extension
32	0104 10 3	SILT FENCE	160	LF	\$15.00	\$2,400.00
33	0104 11	FLOATING TURBIDITY BARRIER	120	LF	\$35.00	\$4,200.00
130	0400143a	CLEANING AND COATING CONCRETE SURFACE, CLASS 5, EQUAL OR GREATER THAN 500 SF	4000	SF	\$4.85	\$19,400.00
132	0400145a	CLEANING CONCRETE SURFACE, EQUAL OR GREATER THAN 500 SF	4000	SF	\$2.85	\$11,400.00
136	400153	FURNISH AND INSTALL NON-SHRINK GROUT	8	CF	\$311.11	\$2,488.88
163	0450 82	BEAM REPAIR	64	CF	\$589.00	\$37,696.00
164	0450 83 1	BEAM REPAIR, STRAND SPLICES	2	EA	\$2,477.00	\$4,954.00
195	0458 2	POLYMER NOSING FOR BRIDGE DECK EXPANSION JOINT WITH POURED JOINT WITH BACKER ROD (XJS SYSTEMS)	120	CF	\$99.00	\$11,880.00
196		POURED JOINT WITH BACKER ROD (TYPE A, B, OR C SILICONE, UP TO 1 IN. WIDTH); DOW 888	160	LF	\$36.15	\$5,784.00
206	0460 70 2	ALUMINUM BULLET RAILINGS, DOUBLE RAIL	200	LF	\$90.00	\$18,000.00
227		DAY LABORER - DEMO EXISTING RAILINGS	64	HR	\$89.00	\$5,696.00
271	0536 1 1	GUARDRAIL	130	LF	\$70.00	\$9,100.00
273	0536 1 5	GUARDRAIL - ROADWAY, THREE BEAM	40	LF	\$90.00	\$3,600.00
280	0536 8	FURNISH AND INSTALL GUARDRAIL- BRIDGE ANCHORAGE ASSEMBLY	8	EA	\$5,000.00	\$40,000.00
281	0536 73	GUARDRAIL REMOVAL	130	LF	\$30.00	\$3,900.00
288	0536 85 26	GUARDRAIL END ANCHORAGE ASSEMBLY- TYPE CRT (45 MPH)	4	EA	\$1,500.00	\$6,000.00
311	0563 4	ANTI-GRAFFITI COATING; PAINT WATER & SANITARY PIPES	400	SF	\$9.95	\$3,980.00
312	0570 1 2	PERFORMANCE TURF, SOD (BAHIA OR ST AUGUSTINE)	100	SY	\$15.55	\$1,555.00
331		10 FT. X 20 FT. STEEL WORK BARGE (CAPABLE OF INTERCONNECTING TO FORM LARGER WORK AREAS, HANDLE POINT LOADS OF 10,000 POUNDS)	15	DAY	\$1,519.00	\$22,785.00
341		WORK BOAT (JON L1032 WITH > 10 HP MOTOR, OR EQUAL)	10	DAY	\$699.00	\$6,990.00
342		PROFESSIONAL ENGINEERING SERVICES	250	HR	\$139.00	\$34,750.00

Date: 11/5/18
 Bluewater Builders, Inc.
 3900 NW 126th Avenue
 Coral Springs, FL 33065-7642
 Phone-954-753-7233; Fax-954-753-7244
 BWB #: 16-01-31
 Job: DANIA BEACH NW 1ST ST BRIDGE
 Using Agency: Highway and Bridge Maintenance Division

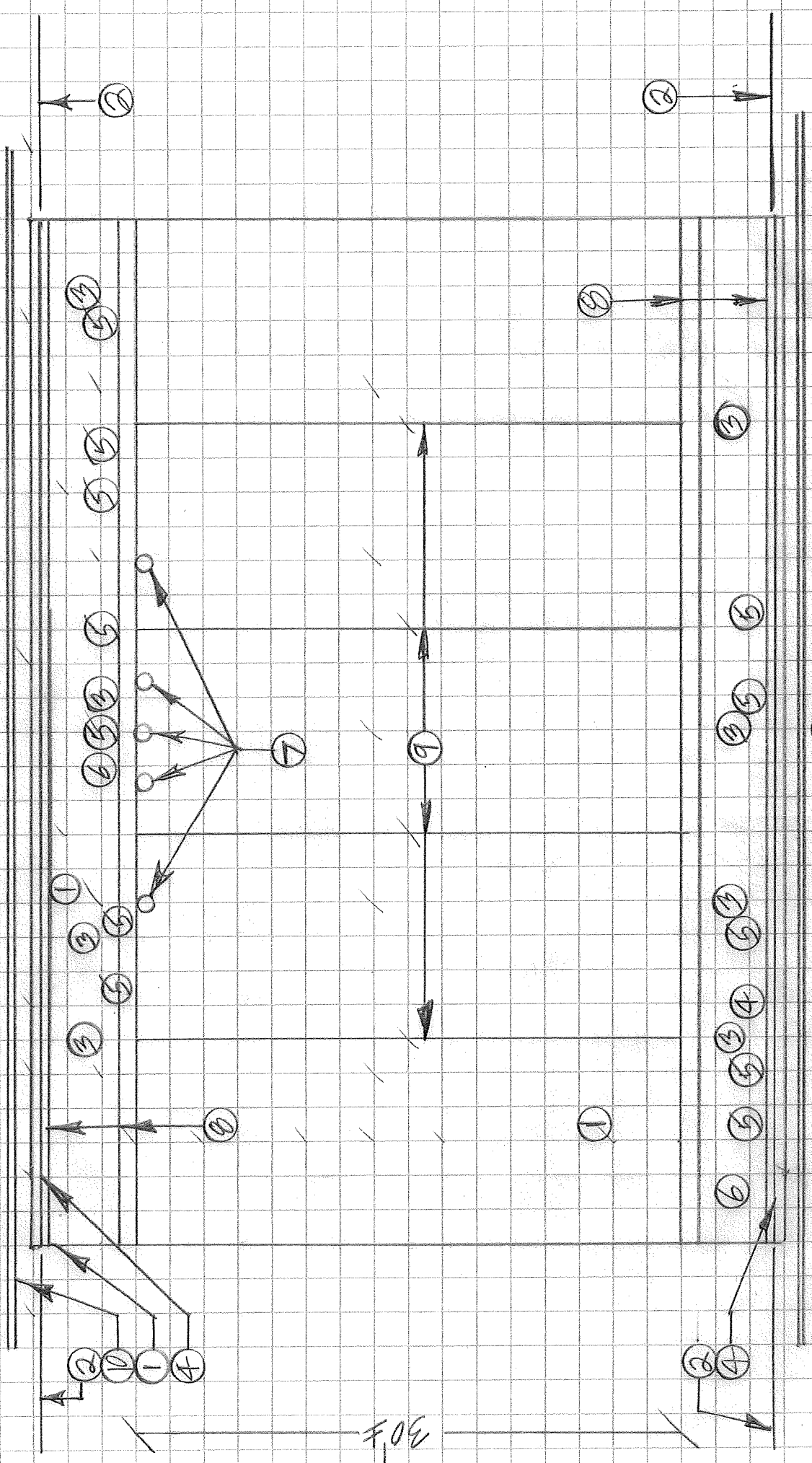
Estimate

To: MR. RONNIE NAVARRO
 Revision #: 0
 Start Date: 15 Days After NTP
 Duration: 90 Days
 Bid No: T1368213B1
 BC #:
 Bridge #:
 From: Henry Loudon 305-525-2545

Bid Item No.	FDOT Pay Item No.	Commodity Codes 91366, 91367 Description	Qty	Unit	Unit \$	Extension
343		SCAFFOLDING. AN EQUIVALENT 5 FT. X 5 FT. X 7 FT. SCAFFOLD FRAME SET INCLUDES: TWO 5 FT. X 5 FT. END PANELS, CROSS-BRACING, WITH WHEELS OR WITHOUT, AND SOLID FLOOR DECKING. UNITS MAY BE COMBINED TO CREATE TALLER AND/OR WIDER SCAFFOLD SYSTEM. PAYMENT IS FOR MOBILIZATION, MAINTENANCE, AND DEMOBILIZATION.	30	DAY	\$129.00	\$3,870.00
345		SINGLE STALL PORTABLE RESTROOM	8	WK	\$159.00	\$1,272.00
348	N/A	Pass-thru Allowance - BARGE DELIVERY & PICKUP	1.00	EA	\$2,762.79	\$2,762.79
348	N/A	Pass-thru Allowance - REPLACE SANITARY RELIEF VALVE	1.00	EA	\$2,486.51	\$2,486.51
348	N/A	Pass-thru Allowance - REPLACE DRAIN GRATE & EXTEND DRAIN PIPE	1.00	EA	\$4,890.00	\$4,890.00
		TOTAL ESTIMATE				\$271,840.18
EXCLUSIONS:		2" TOP SOIL, ROOT BARRIERS & ROOT TRIMMING, PERMIT FEES, CONCRETE TESTING, VEGETATION REMOVAL, CONCRETE INSPECTOR, MOT, POLICE, SIDEWALK REPLACEMENT, ASPHALT, STRIPING, RPM				
SCOPE OF WORK:						
1	REPAIR CONCRETE DAMAGE AT CONCRETE WALL					
2	REPLACE GUARDRAIL					
3	APPLY DOW 888					
4	REPLACE RAILING					
5	CRACK REPAIRS AT WALL					
6	CRACK REPAIRS AT SLAB					
7	DRAIN COVERS & PIPE					
8	PAINT WALLS, BULKHEAD + PILES					
9	SILSPEC					
10	PAINT WATER PIPE					
11	PAINT SANITARY PIPE					
12	REPLACE SANITARY RELIEF VALVE					
13	The underside of Slab Unit 2-13 has a spall with a corroded exposed strand, 20in. L x 6in. W x 3in. D, along the north edge at Bent 3. See Photo 1. The underside of Slab Unit 2-13 exhibits a spall/delamination 5ft. L x 16in. W x 2in. D extending into the adjacent cast in place closure pour at midspan with 3 exposed corroded strands. See Photo 2. The underside of Slab unit 2-14, starting 7ft. from Bent 2 exhibits a spall 90in. L x 24in. W x 2½in. D with 4 exposed corroded strands. One of 4 exposed corroded strands exhibits 80%section loss, 3 of 4 strands exhibit 20% section loss. See Photos 3 and 4. The bottom edge of End Bent 1 cap exhibits a spall/delamination over 40ft. L x 10in. H x 10in. D with exposed corroded rebar between Piles 2 thru 7. See Photo 5.					

931#

301#



16-01-31
DANIA BECH
NW 1ST STREET

NW 1ST STREET
HTS



11

ID	Task Name	Duration	Start	Finish	PRED	November	December	January
1	DANIA BEACH NW 1ST ST BRIDGE	51 days	Tue 11/6/18	Tue 1/15/19				
2	ISSUE PO	5 days	Tue 11/6/18	Mon 11/12/18				
3	SUBMIT SD'S	5 days	Mon 11/12/18	Fri 11/16/18	2			
4	PAINT	5 days	Mon 11/12/18	Fri 11/16/18	2			
5	SILSPEC	5 days	Mon 11/12/18	Fri 11/16/18	2			
6	DOW 888	5 days	Mon 11/12/18	Fri 11/16/18	2			
7	EPOXY	5 days	Mon 11/12/18	Fri 11/16/18	2			
8	MOBILIZATION	1 day	Mon 11/12/18	Mon 11/12/18	2			
9	TURBIDITY BARRIERS	1 day	Mon 11/12/18	Mon 11/12/18	2			
10	SILT FENCE	1 day	Mon 11/12/18	Mon 11/12/18	2			
11	BARGE DELIVERY	1 day	Mon 11/12/18	Mon 11/12/18	2			
12	UNDER BRIDGE	34 days	Mon 11/12/18	Thu 12/27/18	11			
13	SPALLING CONCRETE REPAIR	20 days	Mon 11/12/18	Fri 12/7/18	11			
14	PILE REPAIRS	15 days	Sat 12/8/18	Thu 12/27/18	13			
15	BRIDGE	22 days	Mon 11/19/18	Tue 12/18/18				
16	PRESSURE CLEANING	2 days	Mon 11/19/18	Tue 11/20/18				
17	CONCRETE PATCHING	5 days	Wed 11/21/18	Tue 11/27/18	16			

Task	External Milestone	Manual Summary Rollup
Split	Inactive Task	Manual Summary
Milestone	Inactive Milestone	Start-only
Summary	Inactive Summary	Finish-only
Project Summary	Manual Task	Deadline
External Tasks	Duration-only	Progress

BLUEWATER BUILDERS, INC.
Project: 16-01-31 DANIA BEACH NW 1ST ST BRIDGE S
Date: Tue 11/6/18

ID	Task Name	Duration	Start	Finish	PRED	November	December	January
18	DOW 888	5 days	Mon 11/26/18	Fri 11/30/18	17			
19	SILSPEC	10 days	Sat 12/1/18	Thu 12/13/18	18			
20	PAINT	1 day	Mon 12/17/18	Mon 12/17/18	19			
21	SOD	1 day	Tue 12/18/18	Tue 12/18/18	20			
22	RE-OPEN BRIDGE	1 day	Tue 1/1/19	Tue 1/1/19				
23	RAILINGS + GUARDRAILS	13 days	Thu 12/27/18	Mon 1/14/19				
24	REMOVE RAILING	2 days	Thu 12/27/18	Fri 12/28/18				
25	NEW RAILING	6 days	Sat 12/29/18	Fri 1/4/19	24			
26	REMOVE GUARDRAILS	2 days	Sat 1/5/19	Mon 1/7/19				
27	INSTALL GUARDRAILS	5 days	Tue 1/8/19	Mon 1/14/19	26			
28	DEMOBILIZATION	1 day	Tue 1/15/19	Tue 1/15/19	27			
29	REMOVE SILT FENCE	1 day	Tue 1/15/19	Tue 1/15/19	27			
30	REMOVE TURBIDITY BARRIE	1 day	Tue 1/15/19	Tue 1/15/19	27			

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

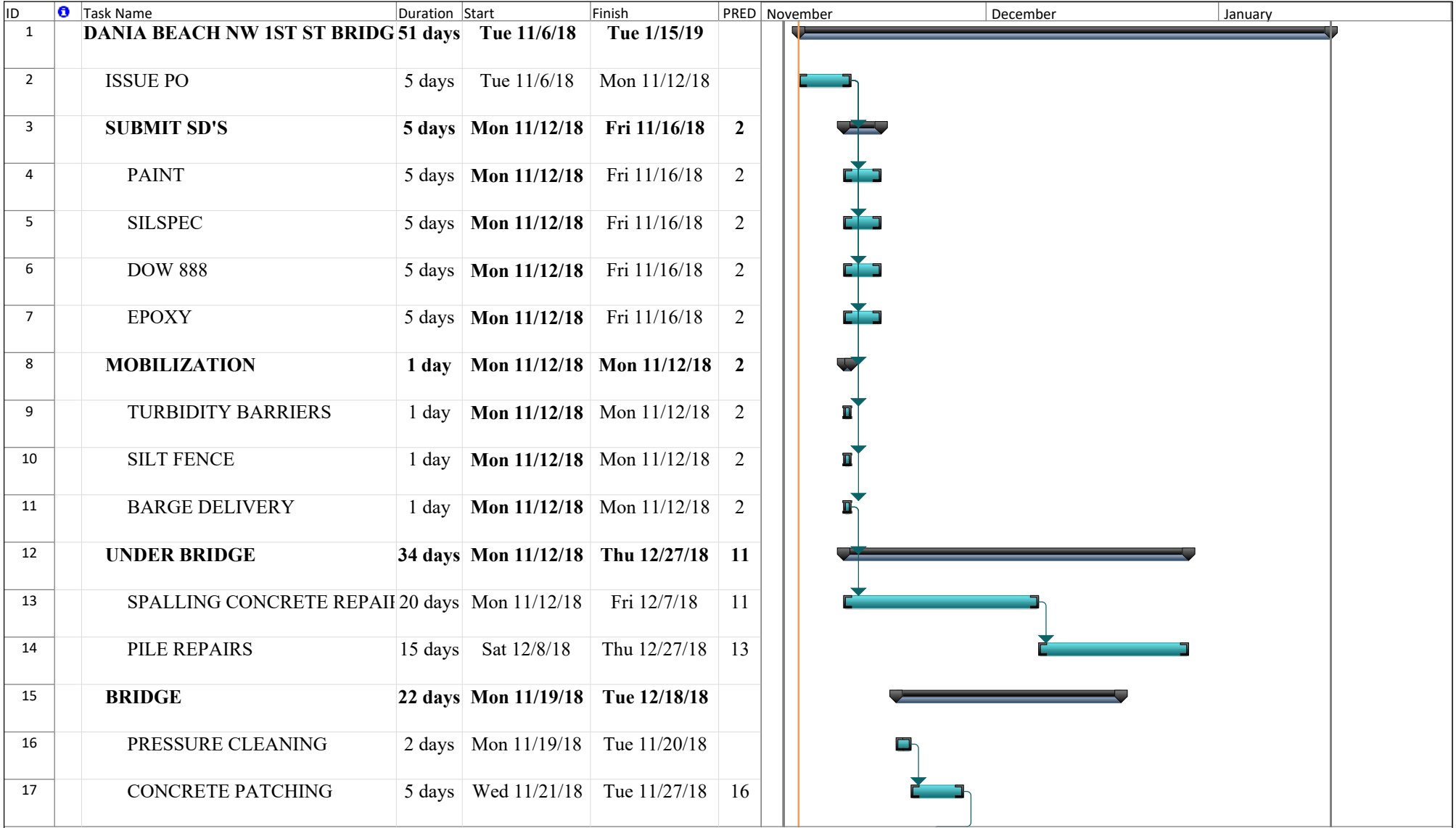
BLUEWATER BUILDERS, INC.
 Project: 16-01-31 DANIA BEACH NW 1ST ST BRIDGE S
 Date: Tue 11/6/18

Date: 11/5/18 Bluewater Builders, Inc. 3900 NW 126th Avenue Coral Springs, FL 33065-7642 Phone-954-753-7233; Fax-954-753-7244 BWB #: 16-01-31 Job: DANIA BEACH NW 1ST ST BRIDGE Using Agency: Highway and Bridge Maintenance Division	Estimate	To: MR. RONNIE NAVARRO Revision #: 0 Start Date: 15 Days After NTP Duration: 90 Days Bid No: T1368213B1 BC #: Bridge #: From: Henry Louden 305-525-2545
--	-----------------	--

Bid Item No.	FDOT Pay Item No.	Commodity Codes 91366, 91367 Description	Qty	Unit	Unit \$	Extension
32	0104 10 3	SILT FENCE	160	LF	\$15.00	\$2,400.00
33	0104 11	FLOATING TURBIDITY BARRIER	120	LF	\$35.00	\$4,200.00
130	0400143a	CLEANING AND COATING CONCRETE SURFACE, CLASS 5, EQUAL OR GREATER THAN 500 SF	4000	SF	\$4.85	\$19,400.00
132	0400145a	CLEANING CONCRETE SURFACE, EQUAL OR GREATER THAN 500 SF	4000	SF	\$2.85	\$11,400.00
136	400153	FURNISH AND INSTALL NON-SHRINK GROUT	8	CF	\$311.11	\$2,488.88
163	0450 82	BEAM REPAIR	64	CF	\$589.00	\$37,696.00
164	0450 83 1	BEAM REPAIR, STRAND SPLICES	2	EA	\$2,477.00	\$4,954.00
195	0458 2	POLYMER NOSING FOR BRIDGE DECK EXPANSION JOINT WITH POURED JOINT WITH BACKER ROD (XJS SYSTEMS)	120	CF	\$99.00	\$11,880.00
196		POURED JOINT WITH BACKER ROD (TYPE A, B, OR C SILICONE, UP TO 1 IN. WIDTH); DOW 888	160	LF	\$36.15	\$5,784.00
206	0460 70 2	ALUMINUM BULLET RAILINGS, DOUBLE RAIL	200	LF	\$90.00	\$18,000.00
227		DAY LABORER - DEMO EXISTING RAILINGS	64	HR	\$89.00	\$5,696.00
271	0536 1 1	GUARDRAIL	130	LF	\$70.00	\$9,100.00
273	0536 1 5	GUARDRAIL - ROADWAY, THREE BEAM	40	LF	\$90.00	\$3,600.00
280	0536 8	FURNISH AND INSTALL GUARDRAIL- BRIDGE ANCHORAGE ASSEMBLY	8	EA	\$5,000.00	\$40,000.00
281	0536 73	GUARDRAIL REMOVAL	130	LF	\$30.00	\$3,900.00
288	0536 85 26	GUARDRAIL END ANCHORAGE ASSEMBLY- TYPE CRT (45 MPH)	4	EA	\$1,500.00	\$6,000.00
311	0563 4	ANTI-GRAFFITI COATING; PAINT WATER & SANITARY PIPES	400	SF	\$9.95	\$3,980.00
312	0570 1 2	PERFORMANCE TURF, SOD (BAHIA OR ST AUGUSTINE)	100	SY	\$15.55	\$1,555.00
331		10 FT. X 20 FT. STEEL WORK BARGE (CAPABLE OF INTERCONNECTING TO FORM LARGER WORK AREAS, HANDLE POINT LOADS OF 10,000 POUNDS)	15	DAY	\$1,519.00	\$22,785.00
341		WORK BOAT (JON L1032 WITH > 10 HP MOTOR, OR EQUAL)	10	DAY	\$699.00	\$6,990.00
342		PROFESSIONAL ENGINEERING SERVICES	250	HR	\$139.00	\$34,750.00

Date: 11/5/18 Bluewater Builders, Inc. 3900 NW 126th Avenue Coral Springs, FL 33065-7642 Phone-954-753-7233; Fax-954-753-7244 BWB #: 16-01-31 Job: DANIA BEACH NW 1ST ST BRIDGE Using Agency: Highway and Bridge Maintenance Division	Estimate	To: MR. RONNIE NAVARRO Revision #: 0 Start Date: 15 Days After NTP Duration: 90 Days Bid No: T1368213B1 BC #: Bridge #: From: Henry Louden 305-525-2545
--	-----------------	---

Bid Item No.	FDOT Pay Item No.	Commodity Codes 91366, 91367 Description	Qty	Unit	Unit \$	Extension
343		SCAFFOLDING. AN EQUIVALENT 5 FT. X 5 FT. X 7 FT. SCAFFOLD FRAME SET INCLUDES: TWO 5 FT. X 5 FT. END PANELS, CROSS-BRACING, WITH WHEELS OR WITHOUT, AND SOLID FLOOR DECKING. UNITS MAY BE COMBINED TO CREATE TALLER AND/OR WIDER SCAFFOLD SYSTEM. PAYMENT IS FOR MOBILIZATION, MAINTENANCE, AND DEMOBILIZATION.	30	DAY	\$129.00	\$3,870.00
345		SINGLE STALL PORTABLE RESTROOM	8	WK	\$159.00	\$1,272.00
348	N/A	Pass-thru Allowance - BARGE DELIVERY & PICKUP	1.00	EA	\$2,762.79	\$2,762.79
348	N/A	Pass-thru Allowance - REPLACE SANITARY RELIEF VALVE	1.00	EA	\$2,486.51	\$2,486.51
348	N/A	Pass-thru Allowance - REPLACE DRAIN GRATE & EXTEND DRAIN PIPE	1.00	EA	\$4,890.00	\$4,890.00
		TOTAL ESTIMATE				\$271,840.18
EXCLUSIONS:		2" TOP SOIL, ROOT BARRIERS & ROOT TRIMMING, PERMIT FEES, CONCRETE TESTING, VEGETATION REMOVAL, CONCRETE INSPECTOR, MOT, POLICE, SIDEWALK REPLACEMENT, ASPHALT, STRIPING, RPM				
SCOPE OF WORK:						
1	REPAIR CONCRETE DAMAGE AT CONCRETE WALL					
2	REPLACE GUARDRAIL					
3	APPLY DOW 888					
4	REPLACE RAILING					
5	CRACK REPAIRS AT WALL					
6	CRACK REPAIRS AT SLAB					
7	DRAIN COVERS & PIPE					
8	PAINT WALLS, BULKHEAD + PILES					
9	SILSPEC					
10	PAINT WATER PIPE					
11	PAINT SANITARY PIPE					
12	REPLACE SANITARY RELIEF VALVE					
13	The underside of Slab Unit 2-13 has a spall with a corroded exposed strand, 20in. L x 6in. W x 3in. D, along the north edge at Bent 3. See Photo 1. The underside of Slab Unit 2-13 exhibits a spall/delamination 5ft. L x 16in. W x 2in. D extending into the adjacent cast in place closure pour at midspan with 3 exposed corroded strands. See Photo 2. The underside of Slab unit 2-14, starting 7ft. from Bent 2 exhibits a spall 90in. L x 24in. W x 2½in. D with 4 exposed corroded strands. One of 4 exposed corroded strands exhibits 80%section loss, 3 of 4 strands exhibit 20% section loss. See Photos 3 and 4. The bottom edge of End Bent 1 cap exhibits a spall/delamination over 40ft. L x 10in. H x 10in. D with exposed corroded rebar between Piles 2 thru 7. See Photo 5.					



BLUEWATER BUILDERS, INC.
 Project: 16-01-31 DANIA BEACH NW 1ST ST BRIDGE S
 Date: Tue 11/6/18

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress	



Broward County Commission Regular Meeting

18.

Meeting Date: 01/12/2016

Director's Name: Robert Miracle

Department: Finance & Administrative Services Division: Purchasing

Information

Requested Action

MOTION TO AWARD open-end contract to low bidder, Bluewater Builders, Inc., for Bid No. T1368213B1, Bridges and Miscellaneous Structures Repair Annual Contract, for the Highway and Bridge Maintenance Division and various other County agencies, in the annual estimated amount of \$4,629,181, which includes allowance items in the amount of \$330,000, and authorize the Director of Purchasing to renew the contract for two additional one-year periods, for a three-year potential estimated amount of \$13,887,543. The initial contract period begins on January 19, 2016 and terminates one year from that date, contingent upon the receipt and approval of insurance/performance and payment guaranty. **(All Commission Districts)**

ACTION: (T-10:19 AM) Approved.

VOTE: 8-0. Commissioner LaMarca was not present.

Why Action is Necessary

In accordance with the Broward County Procurement Code, Section 21.31.a.4, the Board is required to approve all purchases exceeding \$250,000 per annum or \$400,000 in a multi-year period.

What Action Accomplishes

Provides an open-end contract for the performance of miscellaneous bridge and bridge-related construction, repair and maintenance activities.

Is this Action Goal Related

Previous Action Taken

None

Summary Explanation/Background

THE PURCHASING DIVISION AND THE PUBLIC WORKS DEPARTMENT/HIGHWAY AND BRIDGE MAINTENANCE DIVISION RECOMMEND APPROVAL OF THE ABOVE MOTION.

The Office of Economic and Small Business Development (OESBD) established a 30% County Business Enterprise (CBE) participation goal for this contract. Bluewater Builders, Inc. committed to 30% CBE participation, which the OESBD reviewed and approved (Exhibit 2).

The purpose of this contract is to provide an open-end contract for the performance of miscellaneous bridge and bridge-related construction, repair and maintenance activities. The allowances incorporated in this contract, in the estimated annual amount of \$330,000, include: \$75,000 for miscellaneous parts and materials; \$100,000 for unforeseen conditions; \$150,000 for specialized construction activities not already priced; and \$5,000 for non-County agency permits and inspection fees. Expenditures under these allowances must be approved by the contract administrator and will be reimbursed at the contractor's actual incurred cost, without mark-up.

In accordance with the Broward County Workforce Investment Program, Broward County Administrative Code Section 19.211, these services are subject to the Workforce Investment Program. Bluewater Builders, Inc. has agreed to be bound to the contractual obligations of the Workforce Investment Program.

The Highway and Bridge Maintenance Division reviewed the bid submitted by Bluewater Builders, Inc. and concurs with the recommendation for award (Exhibit 3). Thirteen performance evaluations were completed for Bluewater Builders, Inc.;

the firm has an overall rating of 3.36 out of a possible 5.0. Copies of the vendor performance evaluations are available upon request.

This procurement carries a \$1,000,000 performance and payment guaranty. The Purchasing Division confirmed with the surety company that Bluewater Builders, Inc. has the capacity to obtain the required guaranty.

The amounts referenced in this agenda were rounded to the nearest whole dollar. Vendor payments will be based on the actual total bid amount. The bid tabulation reflects the actual amount of the award but does not itemize the allowance and line items; however, the total amount for all allowance items is included in the total award amount.

There were no protests filed regarding this procurement.

The bid posted on August 20, 2015 and opened on September 25, 2015; four bids were received with no declinations (Exhibit 1).

Incumbent: Bluewater Builders, Inc. Contract Title and Number: T0995810B1, Bridge Repairs. Contract Term: June 21, 2012 through September 17, 2015. Expenditures to Date: \$3,857,475.

Interim Contract No. T0995810BX with Bluewater Builders, Inc. in the amount of \$250,000 was approved by the Director of Purchasing utilizing the same pricing, terms and conditions as Contract No. T0995810B1 in order to provide the above referenced services. The interim contract commenced on September 18, 2015 and expires on January 18, 2016. Expenditures-to-date are \$189,404.

Source of Additional Information

Brenda J. Billingsley, Director, Purchasing Division, (954) 357-6070 

Fiscal Impact

Fiscal Impact/Cost Summary:

Each requirement processed against this open-end contract will be funded by the appropriate source at the time of release.

RQM No. SH071415000000000015; Folder No. 1368213

Attachments

[Exhibit 1 - Bid Tabulation](#)

[Exhibit 2 - Goal Memorandum dated October 9, 2015](#)

[Exhibit 3 - User Concurrence Memorandum signed November 30, 2015](#)

[Exhibit 4 - Price Analysis](#)



Finance and Administration Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing

Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

SENT VIA EMAIL TRANSMITTAL

November 30, 2016

Bluewater Builders, Inc.
3900 N.W. 126 Ave.
Coral Springs, FL 33065
Emails: tnezwek@bluewaterbuilders.cc; hl@bluewaterbuilders.cc

REFERENCE: Contract No. T1368213B1, Bridges and Miscellaneous Structures Repair Annual Contract

Dear Vendor,

We hereby accept your written offer to renew the above referenced contract through January 18, 2018.

This renewal is subject to all pricing, terms and conditions contained in the contract and renewal terms referenced above.

A copy of this notice is being forwarded to the appropriate User(s). Purchase Order(s) will be placed as and when required.

Thank you for your continued interest in doing business with Broward County.

Sincerely,

Brenda J. Billingsley, Director
Purchasing Division

By: Amanda Simmens, Construction Project Manager
Purchasing Division

**AMANDA
SIMMENS**

Digitally signed by AMANDA SIMMENS
DN: dc=cty, dc=broward, dc=bc,
ou=Organization, ou=BCC, ou=PU,
ou=Users, cn=AMANDA SIMMENS
Date: 2016.11.30 16:45:13 -05'00'

c: Angela Byers, Highway and Bridge Maintenance Division



Finance and Administrative Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

January 17, 2018

Bluewater Builders, Inc.
3900 NW 126 Ave
Coral Springs, FL 33065

VIA EMAIL TRANSMITTAL

tnezwek@bluewaterbuilders.cc

hl@bluewaterbuilders.cc

Reference: Bid No.T1368213B1
Bridges and Miscellaneous Structures Repair Annual Contract

Dear Todd Nezwek:

We hereby accept your written offer to renew the above referenced contract.

This renewal is subject to all terms/conditions contained in the original contract. This contract renewal is in effect for the period beginning January 19, 2018 and ending January 18, 2019.

A copy of this notice, is being forwarded to the appropriate User(s). Purchase Order(s) will be placed as and when required.

Thank you for your interest in doing business with Broward County.

Brenda J. Billingsley, Director
Purchasing Division

By: Danea K. Cohen-Ebanks
Danea Cohen-Ebanks, Purchasing Agent
Purchasing Division

Digitally signed by Danea Cohen-Ebanks
DN: dc=cty, dc=broward, dc=bc,
ou=Organization, ou=BCC, ou=PU, ou=Users,
cn=Danea Cohen-Ebanks
Date: 2018.01.17 10:08:31 -05'00'

cc: Angela Byers, Highway and Bridge Maintenance Division

Renewal Letter Form #12
11/30/09

Broward County Board of County Commissioners
Mark D. Bogen • Beam Furr • Steve Geller • Dale V.C. Holness • Chip LaMarca • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AWARDING A BID RELATED TO REQUEST FOR PROPOSAL (RFP NO. 18-016) TO RAZORBACK LLC FOR WATER TANK PAINTING SERVICES PERTAINING TO CITY REBRANDING EFFORTS IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00)

Purchasing Requests ONLY

Dept:

Acct #:

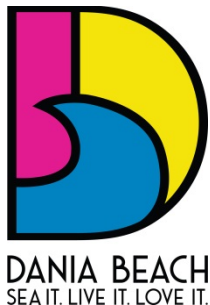
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Bid Award Memo RFP 18-016 Water Tank Painting Services, R-2018- Bid Award for RFP 18-016 Water Tank Painting Services, RFP 18-016 Water Tank Painting Services Evaluation and Scoring Sheet



**CITY OF DANIA BEACH
OFFICE OF THE CITY MANAGER**

MEMORANDUM

DATE: November 13, 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: Rickelle Williams, CRA Executive Director

SUBJECT: Recommendation of Award – RFP No. 18-016 Water Tank Painting Services Related to City Rebranding Initiative

Background

On June 12, 2018, the City Commission adopted Resolution No. 2018-080 authorizing the advertisement for Water Tank Painting Services Related to City Rebranding Initiative. The City posted and advertised Request for Proposal (“RFP”) No. 18-016 on the City of Dania Beach’s website, Demand Star and in the Sun-Sentinel newspaper on September 24, 2018.

The bid opening was held on Friday, October 19, 2018 at 10:30 a.m. and two proposals were received. The Selection Committee held a review meeting on October 22, 2018 at 2:00 p.m. at City Hall to evaluate the proposals. The Selection Committee discussed and scored the proposals. Scores were then tallied. The highest ranked bidder was Razorback LLC., a company which has a proven track record of providing public relations services to public and private entities.

Recommendation

Award the bid for RFP No. 18-016 Water Tank Painting Services Related to City Rebranding Initiative to Razorback LLC, in an amount not to exceed Fifty-Five Thousand Dollars (\$55,000.00).

Attachments

Bid Tabulation
Evaluation Scoring Sheets

RESOLUTION NO. 2018-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDING A BID RELATED TO REQUEST FOR PROPOSAL (RFP NO. 18-016) TO RAZORBACK LLC FOR WATER TANK PAINTING SERVICES PERTAINING TO CITY REBRANDING EFFORTS IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved a new City logo and slogan at the November 14, 2017 City Commission meeting; and

WHEREAS, at the January 9, 2018 Community Redevelopment Agency (CRA) Board meeting, the CRA Board, whose members also serve as members of the City Commission, requested that the CRA assume responsibility for the rebranding initiative; and

WHEREAS, on February 26, 2018, the CRA Board conducted a workshop to discuss the rebranding concepts and implementation plan, budget and also discussed a desire to promptly implement the rebranding initiative; and

WHEREAS, at the February 27, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-031, approving a new logo, seal, tagline, brand statement, brand standards and rebranding plan; and

WHEREAS, at the March 27, 2018 City Commission meeting, the City Commission adopted Resolution No. 2018-043 authorizing funding to implement the rebranding initiative; and

WHEREAS, on June 12, 2018, the City Commission adopted Resolution No. 2018-080 authorizing the advertisement for a capital improvement project to repaint the water storage tank as part of the Rebranding Initiative; and

WHEREAS, the City posted and advertised Request for Proposal (“RFP”) No. 18-016 on the City of Dania Beach’s website, Demand Star and in the Sun-Sentinel newspaper on September 24, 2018; and

WHEREAS, the bid opening was held on Friday, October 19, 2018 at 10:30 a.m.; and

WHEREAS, two bidders submitted their respective bids; and

WHEREAS, the Selection Committee held a review meeting on October 22, 2018 at 2:00 p.m. at City Hall to evaluate the two proposals received; and

WHEREAS, the lowest and most responsive bidder was Razorback LLC, a company which has a proven track record of providing water tank painting services to public entities; and

WHEREAS, the Selection Committee recommends awarding the bid to Razorback LLC in an amount not to exceed Fifty-Five Thousand Dollars (\$55,000.00) inclusive of Forty-Nine Thousand Dollars (\$49,000.00) for the bid award and Six Thousand Dollars (\$6,000.00) for project contingency; and

WHEREAS, funding is proposed in the Promotional Activities Branding Initiative Account No. 001-18-00-519-48-15;

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 City of Dania Beach, Florida awards the bid for RFP No. 18-016 “Water Tank Painting Services for City Rebranding Efforts” to Razorback LLC in an amount not to exceed Fifty-Five Thousand Dollars (\$55,000.00).

Section 3. That the proper City officials are authorized to execute an Agreement with Razorback LLC for Water Tank Painting Services in an amount not to exceed Fifty-Five Thousand Dollars (\$55,000.00).

Section 4. That the City Manager, CRA Executive Director and CRA Attorney are authorized to make minor revisions to such contract documents that are deemed necessary and proper for the best interest of the City.

Section 5. That funding is planned and appropriated in the Promotional Activities Branding Initiative Account No. 001-18-00-519-48-15.

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 full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on November 13, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



RFP 18-016 Ranking Sheet
“Water Tank Painting Services for City Rebranding Efforts”
 October 22, 2018

Proposer: Razorback LLC

	Evaluation Category	Max Score	Score: Ronnie Navarro	Score: DeAndrae Spradley	Score: Rickelle Williams	Max Grand Total	Actual Grand Total
1.	Resources and Capabilities	15	14	15	14	45	43
2.	Staffing and Organization	15	14	14	15	45	43
3.	Project Approach	15	12	15	14	45	41
4.	Relevant Project Experience	25	20	20	25	75	65
5.	References	10	9	10	10	30	29
6.	Pricing	20	16	20	20	60	56
7.	TOTAL	100	85	94	98	300	277



RFP 18-016 Ranking Sheet
“Water Tank Painting Services for City Rebranding Efforts”
October 22, 2018

Proposer: TankRehab

	Evaluation Category	Max Score	Score: Ronnie Navarro	Score: DeAndrae Spradley	Score: Rickelle Williams	Max Grand Total	Actual Grand Total
1.	Resources and Capabilities	15	14	14	15	45	43
2.	Staffing and Organization	15	14	15	15	45	44
3.	Project Approach	15	14	14	15	45	43
4.	Relevant Project Experience	25	18	25	23	75	66
5.	References	10	8	10	10	30	28
6.	Pricing	20	12	17	15	60	44
7.	TOTAL	100	80	95	93	300	268



RFP 18-016 Ranking Sheet
“Water Tank Painting Services for City Rebranding Efforts”
October 22, 2018

Overall Scores and Ranking

	Proposer	Actual Score	Ranking
1.	Razorback LLC	277	1
2.	TankRehab	268	2

Jania A Stevens

Verified by: _____

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)
--

Approve Resolution for Audit Engagement

Purchasing Requests ONLY		
--------------------------	--	--

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

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

DFA-18-024 Commission Memo - RFP Audit Services, R-2018- Professional Auditing Services Engagement Letter Bid Award RFP 18-017, Audit Selection Committee Meeting Minutes, Auditing Services Tabulation Sheet



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

TO: Honorable Mayor Tamara James
Honorable Vice Mayor William Harris
Honorable Commissioner Chickie Brandimarte
Honorable Commissioner Bobbie Grace
Honorable Commissioner Marco Salvino, Sr.

Memo #: DFA-18-024

FROM: Robert Baldwin, City Manager

VIA: Nicki Satterfield, Finance Director

DATE: November 6, 2018

SUBJECT: Engagement Letter for Financial Auditing Services 2018, 2019, 2020

BACKGROUND

The City is required to conduct an annual financial audit each year by a qualified public accounting firm under rules of the State Auditor General and in accordance with Florida Statutes.

A letter dated July 12, 2018, received from the Florida Attorney General's Office, confirmed the City's need to publicly solicit proposals for financial statement audit services under Florida Statutes 218.391, after the last auditor engagement ended.

On July 24, 2018, the City Commission established an audit committee pursuant to Florida Statutes Section 218.391(3)(e), for the purposes of developing a request for proposals ("RFP"), establishing evaluation criteria, evaluating proposals received, and as required by state law, ranking and recommending in order of preference no fewer than three firms deemed to be the most qualified.

REQUEST FOR PROPOSAL

The Audit Committee prepared the RFP for the City and publicly solicited responses for qualified accounting firms to provide annual financial auditing services for the City of Dania Beach. On October 26, 2018, the City held its RFP response opening and received a total of eight (8) proposals.

- Caballero, Fierman, Llerena & Garcia, LLP
- GLSC & Company, PLLC
- Grau & Associates
- HCT Certified Public Accounts and Consultants, LLC
- Keefe McCullough
- Marcum LLP
- Mauldin & Jenkins LLC
- S. Davis & Associates, P.A.

The Audit Committee publicly met on November 2, 2018, to evaluate the proposals received and has recommended and ranked, in order of preference, the top three (3) ranked firms, in accordance with the Florida Statutes, Section 218.291 (3)(e).

- Rank No. 1: (highest) Mauldin & Jenkins, LLC
- Rank No. 2: Keefe McCullough, LLP
- Rank No. 3: Marcum, LLP

In accordance with Florida Statutes Section 218.391(4)(b), since compensation is one of the factors established in the RFP and used in the evaluation of proposals, “the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.” (See attached)

The Florida Auditor General Audit Selection Guidelines state that if an entity chooses to select a firm other than the Audit Committee’s highest recommended firm “it would be reasonable to assume that justification is necessary and should be documented for the selection of any firm over a higher ranked firm.” (See attached)

RECOMMENDATION

The Audit Committee recommends awarding the proposal to the highest ranked firm of Mauldin & Jenkins, LLC. The audit engagement will provide for an initial three (3) year contract with the option of two (2) one year renewals subject to approval by the City Commission.

AUDITOR SELECTION STATUTE

The Auditor Selection Statute was originally created in 2001. In 2005, an amendment was proposed and passed, to address concerns noted in Auditor General Report 2004-006 which found that 90% of local government agencies did not follow the provisions set forth in the Florida Statutes and were often not carrying out best practices for auditor selection. The guidelines developed by the Florida Auditor Selection Task Force in 2007, were specifically developed to support the 2005 amendment to address concerns to ensure an open and competitive process. The intent of the guidelines is to ensure an audit firm is chosen in an open and competitive manner with the most qualified firm selected based on personnel and experience. This is further confirmed by the Government Finance Officers Association Audit Management Handbook for best practices.

This process is similar in methodology to the manner in which the City engages engineering services. Florida Statutes provide guidelines for selecting engineering firms based on qualifications and not pricing. The intent is to ensure a properly qualified engineer is chosen for a project to ensure the best design and quality construction. The same holds true for the governmental audit. The City has a responsibility to itself and the public to ensure it engages *the most qualified responsive proposer* to perform audit services.

THE AUDIT COMMITTEE

The Audit Committee appointed was comprised of the City’s Finance Director, the Assistant Finance Director, and a Finance Director from another municipality. The Audit Committee composition varies slightly from government agency to government agency but frequently includes key Finance staff from the City. *The audit committee must be the one to develop the RFP and establish the criteria per state*

law. This responsibility cannot be delegated to anyone other than the Audit Committee. As Finance staff possesses the financial expertise and experience to develop the proposal and criteria, it is typical the Committee includes City staff, other finance professionals from other organizations, or both staff and such professionals with similar expertise.

The Audit Committee members are listed below along with a description of their qualifications and experience:

Nicki Satterfield

Experience - 30 years in government finance (14 years as a Finance Director, 11 years as Assistant Finance Director)

Education - Bachelor of Accounting, Florida Atlantic University; Certified Public Accountant

Other - Active member of the Government Finance Officers Association (National, State and Local Chapters)

Adam Segal

Experience – 25 years accounting experience with 10 years specializing in governmental auditing and accounting (20 years as an auditor and 4 years as Assistant Finance Director)

Education – B.A. Honors University of Leeds, U.K., Certified Public Accountant (FL), National Certified Fraud Examiner, Chartered Certified Accountant (U.K.)

Other - Active member of the Government Finance Officers Association (National, State and Local Chapters); AICPA (American Institute of Certified Public Accountants)

Frank DiPaolo

Experience - 12 years in municipal government finance (6 years as a Finance Director, 6 years as a Controller)

Education - Master of Accounting, Nova Southeastern University, Bachelor of Finance, University of Florida, Certified Public Accountant, Chartered Global Management Accountant

Other - Director, Florida Government Finance Officers Association (2017 – present), Active member of the Government Finance Officers Association (National, State and Local Chapters), Recently participated as member of Audit Committee for City of Pompano and City of Hollywood, Speaking engagements at conferences on a variety of topics related to government finance.

Select Year:

The 2018 Florida Statutes

[Title XIV](#)
TAXATION AND
FINANCE

[Chapter 218](#)
FINANCIAL MATTERS PERTAINING TO POLITICAL
SUBDIVISIONS

[View Entire
Chapter](#)

218.391 Auditor selection procedures.—

(1) Each local governmental entity, district school board, charter school, or charter technical career center, prior to entering into a written contract pursuant to subsection (7), except as provided in subsection (8), shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in s. [218.39](#).

(2) The governing body of a charter county, municipality, special district, district school board, charter school, or charter technical career center shall establish an audit committee. Each noncharter county shall establish an audit committee that, at a minimum, shall consist of each of the county officers elected pursuant to s. 1(d), Art. VIII of the State Constitution, or a designee, and one member of the board of county commissioners or its designee. The primary purpose of the audit committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. [218.39](#); however, the audit committee may serve other audit oversight purposes as determined by the entity's governing body. The public shall not be excluded from the proceedings under this section.

(3) The audit committee shall:

(a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

(4) The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the audit committee, and negotiate a contract, using one of the following methods:

(a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

(b) If compensation is one of the factors established pursuant to paragraph (3)(a) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.

(d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.

(5) The method used by the governing body to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of s. [218.39](#) and the needs of the governing body.

(6) If the governing body is unable to negotiate a satisfactory contract with any of the recommended firms, the committee shall recommend additional firms, and negotiations shall continue in accordance with this section until an agreement is reached.

(7) Every procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services.

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.

(c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

(8) Written contracts entered into pursuant to subsection (7) may be renewed. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.

History.—s. 65, ch. 2001-266; s. 1, ch. 2005-32.



FLORIDA AUDITOR GENERAL
SHERRILL F. NORMAN, CPA



[ABOUT](#) [REPORTS](#) [RULES](#) [TECHNICAL GUIDANCE](#) [CAREERS](#) [CONTACT](#)

TECHNICAL GUIDANCE - LOCAL GOVERNMENTS

Pursuant to 11.45(9), Florida Statutes, the Auditor General provides technical advice regarding financial audits of district school boards conducted by independent certified public accountants; governmental entity financial and accounting systems, procedures, and related matters; and the building of competent and efficient accounting and internal audit organizations in the offices of governmental entities. Rules of the Auditor General also provide guidance for audits of local governmental entities.

CHAPTER 10.550

Rules of the Auditor General, Local Governmental Entity Audits, effective 9-30-18 ([Summary of Changes](#))

FLORIDA SINGLE AUDIT ACT

For more information about the Florida Single Audit Act, contact [Rick Voss, CPA](#)

LOCAL GOVERNMENTAL ENTITY FINANCIAL CONDITION ASSESSMENT PROCEDURES

For more information about these Procedures, contact [David T. Ward, CPA](#)

FINANCIAL EMERGENCY GUIDELINES

For more information about the Financial Emergency Guidelines, contact [David T. Ward, CPA](#)

AUDIT REPORT REVIEW GUIDELINES - EFFECTIVE 09/30/18

AUDITOR SELECTION GUIDELINES

LOCAL GOVERNMENT COMPLIANCE SUPPLEMENT

[Fiscal Year 2016-17](#) [Fiscal Year 2017-18](#)

LOCAL GOVERNMENT ENTITY AUDIT REPORT SUBMITTAL CHECKLIST

[Fiscal Year 2016-17](#) [Fiscal Year 2017-18](#)

SAMPLE COUNTY AGENCY AUDITOR'S REPORT ON FINANCIAL STATEMENTS**SAMPLE MANAGEMENT LETTERS:****COUNTIES AS A WHOLE, MUNICIPALITIES, AND SPECIAL DISTRICTS**

[Fiscal Year 2016-17](#) [Fiscal Year 2017-18](#)

COUNTY CONSTITUTIONAL OFFICERS

[Fiscal Year 2016-17](#) [Fiscal Year 2017-18](#)

EXAMPLE IMPACT FEE AFFADAVIT**EXAMPLE DEEPWATER HORIZON OIL SPILL SCHEDULE****AUDIT REPORT ELECTRONIC FILING GUIDELINES**

[Claude Pepper Building, Suite G74](#) [111 West Madison Street](#) [Tallahassee, FL 32399-1450](#) [\(850\) 412-27](#)

[Privacy & Disclaimer |](#) State of Florida Auditor General

Auditor Selection Guidelines

2007

Prepared by the Auditor Selection Task Force

Appendix B

Questions and Answers

1. **Question:** Are the auditor selection requirements of Section 218.391, Florida Statutes, to be applied whenever an entity contracts with a CPA firm for any audit or other services?

Answer: No. Section 218.391, Florida Statutes, applies only to contracting for the annual financial audit required by Section 218.39, Florida Statutes. However, the use of selection procedures such as those provided for in Section 218.391, Florida Statutes, and other Federal, State, or local laws is generally advisable when contracting for any services, audit or otherwise.

2. **Question:** Is there a legal requirement or recommendation for mandatory rotation of auditors after a specified number of years or at the end of an audit services contract?

Answer: No. Unless the entity has established its own mandatory auditor rotation requirement, there is no legal requirement for the mandatory rotation of auditors. The current auditor may be included in the auditor selection process at the end of the current audit services contract.

The GFOA *Recommended Practice – Audit Procurement (1996 and 2002)* provides that auditor independence would be enhanced by a policy requiring that the independent auditor be replaced at the end of the audit contract, as is often the case in the private sector. The *Recommended Practice* further states:

“Unfortunately, the frequent lack of competition among audit firms fully qualified to perform public-sector audits could make a policy of mandatory auditor rotation counterproductive. In such cases, it is recommended that a governmental entity actively seek the participation of all qualified firms, including the current auditors, assuming that the past performance of the current auditors has proven satisfactory.”

The United States Government Accountability Office (GAO), in a report titled, *Public Accounting Firms – Required Study on the Potential Effects of Mandatory Audit Firm Rotation*, issued in November 2003, concluded that such rotation may not be the most efficient way to strengthen auditor independence and improve audit quality considering the additional financial costs and the loss of institutional knowledge of the previous auditor. GAO further concluded that the potential benefits of mandatory audit firm rotation are hard to predict and quantify, but there is a fair certainty that there will be additional costs.

3. **Question:** If the entity is satisfied with the existing auditor and can negotiate acceptable fees, can the contract for annual financial audit services be renewed without ever going through the auditor selection procedures required by Section 218.391, Florida Statutes?

Answer: A contract for annual financial audit services can be renewed only as provided in the contract which is required to include a provision specifying the contract period, including renewals.

4. **Question:** Is an entity with an audit services contract that was in effect on the effective date of the revised auditor selection law, July 1, 2005, required to implement the revised auditor selection requirements on its first occasion for a need for audit services, or can that contract be continued?

Answer: An audit service contract that was in effect at July 1, 2005, can remain in effect through the end of the original contract term. However, if there was no contract in effect at July 1, 2005, the entity must apply the revised auditor selection procedures prior to the next need for an annual financial audit required by Section 218.39, Florida Statutes. Section 218.391(7), Florida Statutes, requires that a contract specify the contract period, including renewals, and conditions under which the contract may be terminated or renewed. If the contract in effect at July 1, 2005, is not in compliance with the requirements of Section 218.391, Florida Statutes, the entity must comply with the auditor selection and contractual provisions of the law prior to the next need for the entity to provide for an annual financial audit required by Section 218.39, Florida Statutes, unless such compliance cannot be achieved without violating the terms of the existing contract.

5. **Question:** Is it necessary to include renewal option provisions in audit services contracts entered into after July 1, 2005?

Answer: No. The contract is not required to include a renewal provision; however, a contract cannot be renewed in the absence of such a provision.

6. **Question:** Are the revised auditor selection procedures required to be used only when an entity decides to change auditors or initiate a request for proposals process?

Answer: No. The revised auditor selection procedures are required to be followed when an audit contract period expires. The audit contract is required to include a provision specifying the contract period, including renewals.

7. **Question:** If an existing contract is not in compliance with Section 218.391, Florida Statutes, may the governing body sign a new contract that is in compliance?

Answer: Yes, but the contract cannot be extended beyond the period specified in the existing contract, including renewals, without going through the auditor selection process required by Section 218.391, Florida Statutes.

8. **Question:** If the governing body of an entity chooses to select a firm other than the audit committee's highest recommended firm and documents the reason for not selecting the highest ranked firm as required by Section 218.391(4)(b), Florida Statutes, does the next ranked firm become the highest

ranked firm, requiring documentation as to the reason for non-selection, before a firm ranked lower than that firm can be selected?

Answer: The law does not specifically address this circumstance; however, it would be reasonable to assume that justification is necessary and should be documented for the selection of any firm over a higher ranked firm.

9. **Question:** If compensation is used as one of the factors to evaluate firms and the auditor selection is made in accordance with Section 218.391(4)(b), Florida Statutes, what documentation is required to justify selection of a firm other than the highest ranked firm?

Answer: Required documentation as to the reason for not selecting the highest ranked firm under Section 218.391(4)(b), Florida Statutes, is not described in the law. Such documentation could include a statement made by the governing board, possibly in the form of a resolution and included in the minutes of the governing board, describing the factors that caused the governing board to decide that selection of the next ranked firm was in the best interest of the entity. Those factors might include inability to negotiate a satisfactory contract with the highest ranked firm or information that has come to the governing board subsequent to the ranking process. However, as specified in Section 218.391(4)(c), Florida Statutes, the decision to select a firm cannot be based on compensation as the sole or predominant factor.

10. **Question:** If an auditor selection committee uses compensation as a ranking factor, may the governing body also use the alternative method to select the audit firm or must they use the method prescribed by Section 218.391(4)(b), Florida Statutes?

Answer: The alternative methodology referred to in Section 218.391(4)(c), Florida Statutes, refers to negotiation only. An alternative methodology for selection is not authorized in the law.

11. **Question:** If compensation is 20% of the ranking criteria and all other factors are each less than 20%, is compensation then the predominant factor, or must it be predominant of all factors combined, i.e., greater than 50% of all combined?

Answer: “Predominant” is not defined in the law with respect to auditor selection. Certainly, weighting compensation at greater than 50% of all combined factors, would constitute “predominant.” Black’s Law Dictionary defines “predominant” as “Something greater or superior in power and influence to others with which it is connected or compared.”

12. **Question:** Is there a minimum or maximum number of years that an audit contract must cover?

Answer: No. The audit services contract must specify a contract period including renewals, but the law does not specify a minimum or maximum number of years that an audit services contract must cover. This is left to the discretion of the

entity and is a matter of agreement between the entity and the audit firm. The entity should use prudent business practices in establishing the contract period.

13. **Question:** Section 218.391(4)(c), Florida Statutes, provides that a governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method. Which specific provisions of the law may be considered non-mandatory under this provision by the application of an alternative methodology?

Answer: Regardless of the negotiation method used, a governmental entity must establish an audit committee pursuant to Section 218.391(2), Florida Statutes, and the audit committee must perform its functions in accordance with the requirements of Section 218.391(3), Florida Statutes. The authorization to use alternative procedures is in reference to the auditor negotiation procedures set forth in Section 218.391(4)(a), Florida Statutes. Regardless of the negotiation method used, compensation may not be the sole or predominant factor used to select the firm (Section 218.391(4)(c), Florida Statutes) and, if compensation is one of the factors used by the audit committee to evaluate the firms, the governing body must select the highest-ranked firm or document the reason for not selecting that firm (Section 218.391(4)(b), Florida Statutes).

Appendix C

Auditor Selection Resources

AICPA Audit Committee Toolkit: Government Organizations, American Institute of Certified Public Accountants, 1995 (www.aicpa.org/audcommctr/homepage.htm)

Audit Management Handbook, Stephen J. Gauthier, Government Finance Officers Association, 1989 (Note: Publication of this *Handbook* was discontinued several years ago as a result of 1996 changes to the Federal Single Audit Act and changes on GFOA policy; however, the references in these guidelines are consistent with current GFOA policy.)

Choosing an External Auditor – Guide for Making a Sound Decision, Mid-America Intergovernmental Audit Forum, March 2000 (www.auditforum.org/mid%20america/midam_exauditor.htm)

GFOA Recommended Practice - Audit Procurement (1996 and 2002), Government Finance Officers Association, 2002 (www.gfoa.org/services/rp/caafr/caafr-audit-procurement.pdf)

GFOA Recommended Practice – Audit Committees (1997, 2002, and 2006), Government Finance Officers Association, 2002 (www.gfoa.org/services/rp/caafr/caafr-establishment-audit-committees.pdf)

Government Accounting, Auditing, and Financial Reporting, Stephen J. Gauthier, Government Finance Officers Association, 2005

Guide to Audits of Local Governments, Carmichael, Douglas R., and Holder, William W., Practitioners Publishing Company, 20th Ed., January 2005

How to Avoid a Substandard Audit: Suggestions for Procuring an Audit, National Intergovernmental Audit Forum, May 1988 (www.ignet.gov/single/studies/prochand.txt)

Public Accounting Firms – Required Study on the Potential Effects of Mandatory Audit Firm Rotation, United States Government Accountability Office (GAO), November, 2003 (<http://www.gao.gov/new.items/d04216.pdf>)

RESOLUTION NO. 2018-166

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FINANCIAL STATEMENT AUDIT ENGAGEMENT LETTER WITH _____, FOR PROFESSIONAL AUDITING SERVICES, UNDER REQUEST FOR PROPOSAL NO. 18-017; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is required to conduct an annual financial statement audit by use of a qualified public accounting firm under rules of the State Auditor General and in accordance with Florida Statutes, Section 218.39 (b); and

WHEREAS, a letter dated July 12, 2018, received from the Florida Attorney General's Office, confirmed the City's need to publicly solicit proposals for financial statement audit services under Florida Statutes 218.391, after the last auditor engagement ended; and

WHEREAS, on July 24, 2018, the City Commission established an audit committee for the purposes of developing a request for proposals ("RFP"), establishing evaluation criteria, evaluating proposals received, and as required by state law, ranking and recommending in order of preference no fewer than three firms deemed to be the most qualified, pursuant to Florida Statutes Section 218.391(3)(e); and

WHEREAS, the City publicly solicited for responses to the RFP for qualified accounting firms to provide annual financial auditing services for the City of Dania Beach; and

WHEREAS, on October 26, 2018, at 10:30 a.m. the City held its RFP response opening and received a total of eight (8) proposals; and

WHEREAS, on November 2, 2018 at 11:00 a.m. the audit committee met and evaluated the proposals received and has recommended and ranked, in order of preference, the top three (3) ranked firms, in accordance with the Florida Statutes, Section 218.391 (3) (e) and the guidelines of the State Auditor General as follows:

- Rank No. 1: (highest) Mauldin & Jenkins, LLC
- Rank No. 2: Keefe McCullough, LLP
- Rank No. 3: Marcum, LLP

WHEREAS, in accordance with Florida Statutes Section 218.391(4)(b), since compensation is one of the factors established in the RFP and used in the evaluation of proposals, "the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm"; and

WHEREAS, the Florida Auditor General Audit Selection Guidelines state that if an entity chooses to select a firm other than the Audit Committee’s highest recommended firm “it would be reasonable to assume that justification is necessary and should be documented for the selection of any firm over a higher ranked firm”; and

WHEREAS, the audit engagement will provide for an initial three (3) year contract with the option of two (2) one year renewals subject to approval by the City Commission;

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

Section 1. That the above “Whereas” clauses are acknowledged as factual and correct and they are made part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission of the City of Dania Beach authorizes the proper City officials to execute an audit services engagement letter agreement with _____, as the provider of City annual financial auditing services for a period of three (3) years (for the years ending September 30, 2018, 2019 and 2020) as outlined in the RFP document, with a possibility of two (2) one (1) year renewals at the City’s option.

Section 3. That the City Commission further authorizes the proper City officials to take all steps necessary to execute an engagement letter for financial auditing services with the firm.

Section 4. That all Resolutions or parts of resolutions in conflict with any portion of the provisions in this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be in force and become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on November 13, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND LEGALITY

THOMAS ANSBRO
CITY ATTORNEY

**MINUTES OF MEETING
AUDIT SELECTION COMMITTEE
RFP 18-017 PROFESSIONAL AUDITING SERVICES**

A publicly noticed meeting of the City of Dania Beach Audit Selection Committee was held in the NW Conference Room at Dania Beach City Hall, 100 W. Dania Beach Boulevard, at 11:00 a.m. on Friday, November 2, 2018 to evaluate the responses to RFP 18-017 Professional Auditing Services.

Those present were the Audit Selection Committee members: Nicki Satterfield, Director of Finance; Adam Segal, Assistant Finance Director, and Frank DiPaolo, City of Lighthouse Point Finance Director.

Also present were Thomas Schneider, City Clerk and Angel Lunkins, Deputy City Clerk.

Finance Director Satterfield asked all members of the Audit Selection Committee if they had been contacted by the bidders during this process. All members stated they had not been contacted. Finance Director Satterfield further inquired of the committee members if they noted any significant deficiencies in the requirements or mandatory elements of the proposals received which would preclude or disqualify any of the proposers. All members noted no disqualifying elements.

The Audit Selection Committee discussed technical strengths and weaknesses of the eight firms that submitted proposals, in the following alphabetical order:

Caballero, Fierman, Llerena & Garcia, LLP

GLSC & Company, PLLC

Grau & Associates

HCT

Keefe McCullough

Marcum LLP

Mauldin & Jenkins LLC

S. Davis. & Associates, P.A.

At the conclusion of the discussion, the Audit Selection Committee members individually scored each firm on technical merits using scoring sheets with the following evaluation categories: Past Experience, Quality of Firm's Personnel, Single Audit Experience and SRF Audits-Program Specific, and Audit Approach.

City Clerk Schneider tabulated the individual technical scores using an electronic score sheet. Once technical score were tabulated, the City Clerk opened the sealed pricing costs for each firm, which he read aloud and input into the electronic Price Scoring Sheet.

City Clerk Schneider announced the rankings from the Master Tabulation Sheet, which were based on combined technical scores and price scores, as follows:

Rank No. 1: Mauldin & Jenkins LLC

Rank No. 2 – Keefe McCullough

Rank No. 3 – Marcum LLP

Rank No. 4 – GLSC & Company, PLLC

Rank No. 5 – Caballero, Fierman, Llerena & Garcia, LLP

Rank No. 6 – Grau & Associates

Rank No. 7 – S. Davis. & Associates, P.A.

Rank No. 8 – HCT

Finance Director Satterfield noted the recommendation for professional auditing services would be presented to the City Commission on November 13, 2018.

The meeting adjourned at 12:00 p.m.

//Thomas Schneider, CMC
City Clerk

Master Tabulation Sheet for RFP No. 18-017 Professional Auditing Services

		Caballero Fierman Llerena Garcia LLP		Grau & Associates		Keefe McCullough		Mauldin & Jenkins		S. Davis & Associates	
	Max. Points	GLSC & Co, PLLC		HCT		Marcum LLP					
Adam	Technical										
	Past experience	25	23	17	20	20	24	25	25	10	
	Quality of firm's personnel	30	25	29	29	12	21	30	29	20	
	Single audit experience										
	and SRF Audits -Program Specific	15	11	8	8	10	12	12	15	11	
	Audit Approach	15	14	12	13	10	14	13	14	12	
	Sub-total	85	73	66	70	52	71	80	83	53	
	Price	15	10.25	15	0	7.875	10	7	10.05	9.5	
	Total	100	83.25	81	70	59.875	81	87	93.05	62.5	
Nicki	Technical										
	Past experience	25	20	20	23	20	25	23	25	20	
	Quality of firm's personnel	30	25	24	26	15	27	25	28	18	
	Single audit experience										
	and SRF Audits -Program Specific	15	10	5	14	10	15	15	15	10	
	Audit Approach	15	13	10	12	8	14	13	14	10	
	Sub-total	85	68	59	75	53	81	76	82	58	
	Price	15	10.25	15	0	7.875	10	7	10.05	9.5	
	Total	100	78.25	74	75	60.875	91	83	92.05	67.5	
Frank	Technical										
	Past experience	25	21	22	22	19	25	25	23	17	
	Quality of firm's personnel	30	24	25	26	23	27	28	26	23	
	Single audit experience										
	and SRF Audits -Program Specific	15	10	12	12	12	15	14	15	10	
	Audit Approach	15	13	12	13	14	15	15	14	10	
	Sub-total	85	68	71	73	68	82	82	78	60	
	Price	15	10.25	15	0	7.875	10	7	10.05	9.5	
	Total	100	78.25	86	73	75.875	92	89	88.05	69.5	
Grand Total		300	239.75	241	218	196.625	264	259	273.15	199.5	
Ranking			5	4	6	8	2	3	1	7	

Confirmed by City Clerk: Tom Schneider



RFP 18-017 Score Sheet
"Professional Auditing Services
November 4, 2018

Adam Segal

Signature: _____

Evaluation Category	Max Score	Caballero Fierman Llerena Garcia LLP	GLSC & Co, PLLC	Grau & Associates	HCT	Keefe McCullough	Marcum LLP	Mauldin & Jenkins	S. Davis & Associates
Past experience	25	23	17	20	20	24	25	25	10
Quality of firm's personnel	30	25	29	29	12	21	30	29	20
Single audit experience and SRF Audits-Program Specific	15	11	8	8	10	12	12	15	11
Audit Approach	15	14	12	13	10	14	13	14	12
Technical Scores (Excluding Pricing)	85	73	66	70	52	71	80	83	53

* Sealed pricing costs will be opened after technical rankings and input by City Clerk



RFP 18-017 Score Sheet
"Professional Auditing Services
November 4, 2018

Nicki Satterfield

Signature: _____

Evaluation Category	Max Score	Caballero Fierman Llerena Garcia LLP	GLSC & Co, PLLC	Grau & Associates	HCT	Keefe McCullough	Marcum LLP	Mauldin & Jenkins	S. Davis & Associates
Past experience	25	20	20	23	20	25	23	25	20
Quality of firm's personnel	30	25	24	26	15	27	25	28	18
Single audit experience and SRF Audits-Program Specific	15	10	5	14	10	15	15	15	10
Audit Approach	15	13	10	12	8	14	13	14	10
Technical Scores (Excluding Pricing)	85	68	59	75	53	81	76	82	58

* Sealed pricing costs will be opened after technical rankings and input by City Clerk



RFP 18-017 Score Sheet
"Professional Auditing Services
November 4, 2018

Frank DiPaolo

Signature: _____

Evaluation Category	Max Score	Caballero Fierman Llerena Garcia LLP	GLSC & Co, PLLC	Grau & Associates	HCT	Keefe McCullough	Marcum LLP	Mauldin & Jenkins	S. Davis & Associates
Past experience	25	21	22	22	19	25	25	23	17
Quality of firm's personnel	30	24	25	26	23	27	28	26	23
Single audit experience and SRF Audits-Program Specific	15	10	12	12	12	15	14	15	10
Audit Approach	15	13	12	13	14	15	15	14	10
Technical Scores (Excluding Pricing)	85	68	71	73	68	82	82	78	60

* Sealed pricing costs will be opened after technical rankings and input by City Clerk



RFP 18-017 Price Scoring Sheet
 "Professional Auditing Services
 November 4, 2018

Evaluation Category	Max Score	Caballero Fierman Llerena Garcia LLP	GLSC & Co, PLLC	Grau & Associates	HCT	Keefe McCullough	Marcum LLP	Mauldin & Jenkins	S. Davis & Associates
Sealed Pricing Amount		39,500.00	30,000.00	60,000.00	44,250.00	40,000.00	46,000.00	39,900.00	41,000.00
Pricing Score	15	10.25	15.00	0.0	7.88	10.00	7.00	10.05	9.50

Lowest Price RFP
30,000.00

* Sealed pricing costs will be opened after technical rankings and input by City Clerk

Enter Highlighted Cells Only



RFP 18-017 Score Sheet
 "Professional Auditing Services
 November 4, 2018

Adam Segal

Signature: _____

Evaluation Category	Max Score	Caballero Fierman Llerena Garcia LLP	GLSC & Co, PLLC	Grau & Associates	HCT	Keefe McCullough	Marcum LLP	Mauldin & Jenkins	S. Davis & Associates
Past experience	25	23	17	20	20	24	25	25	10
Quality of firm's personnel	30	25	29	29	12	21	30	29	20
Single audit experience and SRF Audits-Program Specific	15	11	8	8	10	12	12	15	11
Audit Approach	15	14	12	13	10	14	13	14	12
Technical Scores (Excluding Pricing)	85	73 ₀	66 ₀	70 ₀	52 ₀	71 ₀	80 ₀	83 ₀	53 ₀

* Sealed pricing costs will be opened after technical rankings and input by City Clerk



RFP 18-017 Score Sheet
"Professional Auditing Services
November 4, 2018

Nicki Satterfield

Signature: _____

Nicki Satterfield

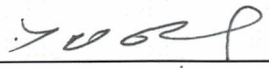
Evaluation Category	Max Score	Caballero Fierman Llerena Garcia LLP	GLSC & Co, PLLC	Grau & Associates	HCT	Keefe McCullough	Marcum LLP	Mauldin & Jenkins	S. Davis & Associates
Past experience	25	20	20	23	20	25	23	25	20
Quality of firm's personnel	30	25	24	26	15	27	25	28	18
Single audit experience and SRF Audits-Program Specific	15	10	5	14	10	15	15	15	10
Audit Approach	15	13	10	12	8	14	13	14	10
Technical Scores (Excluding Pricing)	85	68	59	75	53	86	76	82	58

* Sealed pricing costs will be opened after technical rankings and input by City Clerk



RFP 18-017 Score Sheet
"Professional Auditing Services
November 4, 2018

Frank DiPaolo

Signature: 
 11/2/18

Evaluation Category	Max Score	Caballero Fierman Llerena Garcia LLP	GLSC & Co, PLLC	Grau & Associates	HCT	Keefe McCullough	Marcum LLP	Mauldin & Jenkins	S. Davis & Associates
Past experience	25	21	22	22	19	25	25	23	17
Quality of firm's personnel	30	24	25	26	23	27	28	26	23
Single audit experience and SRF Audits-Program Specific	15	10	12	12	12	15	14	15	10
Audit Approach	15	13	12	13	14	15	15	14	10
Technical Scores (Excluding Pricing)	85	0 68	0 71	0 73	0 68	0 82	0 82	0 78	0 60

* Sealed pricing costs will be opened after technical rankings and input by City Clerk

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from: September 25, 2018, October 9, 2018 and October 23, 2018

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE VARIANCE REQUEST (VA-59-18) SUBMITTED BY POP FLORIDA PROPERTIES, LLC (dba POPEYE'S) FOR PROPERTY LOCATED AT 506 SOUTH FEDERAL WAY, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Popeye's staff report cont 2, R-2018-145 Popeye's Variance (VA-59-18), Popeye's app & backup OPT, Popeyes plans OPT, Popeye's construction timeline



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: November 13, 2018

TO: Robert Baldwin, City Manager

VIA: Marc LaFerrier, AICP, Community Development Director

FROM: Corinne Lajoie, AICP, Planning and Zoning Manager, LEED G.A. *CLajoie*

SUBJECT: **VA-59-18:** The applicant, Mark Brenchley, on behalf of the property owner, Pop Florida Properties, LLC, is requesting a sign variance approval for the property located at 506 S. Federal Highway.

**REQUEST
VARIANCE**

1. To allow an additional wall sign on the east building elevation, the Land Development Code (LDC) permits only one (1) wall sign per street frontage per tenant; per Section 505-90(V).
2. To allow a total sign area of approximately fifty-two (51.74) square feet, the LDC permits a maximum sign area of forty-four and a quarter (44.25) square feet on the south building elevation; per Section 505-90(V).
3. To allow a monument sign on a site with a building setback of twenty-four feet (24'), the LDC requires a minimum of thirty feet (30'); per Section 505-90(O).

PROPERTY INFORMATION

ZONING DESIGNATION:	South Federal Highway – Mixed Use (SFED-MU)
LAND USE DESIGNATION:	Regional Activity Center (RAC)

VIOLATIONS

There are no open cases or liens on this property.

PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the Land Development Code (LDC).

This item has been continued by the City Commission twice before to allow the applicant time to provide a project timeline to ensure timely renovation of the site.

Staff has been in contact with a representative of Popeye's who is associated with the rehabilitation job for this site who has indicated on October 23, 2018 that they will be resuming construction in the next two (2) weeks and that it will take ten to twelve (10 – 12) weeks to complete the project.

SIGNAGE VARIANCE

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 505-180, which are identified below.

- (1) The variance request is in harmony with the general intent and purpose of this article, and is not contrary to the public interest, especially with regard to the aesthetic impact on the surrounding area.
- (2) The variance is necessary in order for the sign to achieve the level of visibility and effectiveness typical for conforming signs within the same zoning district in the city and intended by this article.
- (3) The impaired visibility or effectiveness of the signage allowed in this article would result in unnecessary or undue hardship.
- (4) The hardship is not a result of the applicant's actions, financial hardship, or any inconvenience of complying with the code, but is a result of:
 - (a) Conditions that are unique to the land, building, site configuration; or
 - (b) Conditions that are unique to the configuration of the site in relation to adjacent sites or features; or
 - (c) Other unique conditions that are not self-created by the applicant.
- (5) The request is the minimum necessary deviation from the requirements of this article to provide for reasonable and adequate sign visibility and effectiveness, with due consideration for the aesthetic of the sign and its scale relative to that of buildings and signs on the same and adjacent properties.

The applicant provided a justification statement identifying how their requests are consistent with the Variance criteria.

CITY COMMISSION PREVIOUS ACTION

On September 25, 2018 and October 23, 2018 the City Commission continued this item to allow the applicant to demonstrate continuous daily construction activity on the site to ensure a timely renovation of the property.

CITY COMMISSION ACTION

Approve the resolution.

RESOLUTION NO. 2018-145

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VARIANCE REQUEST (VA-59-18) SUBMITTED BY POP FLORIDA PROPERTIES, LLC (dba POPEYE'S) FOR PROPERTY LOCATED AT 506 SOUTH FEDERAL HIGHWAY, 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.

WHEREAS, pursuant to Chapter 28, the "Land Development Code," Part 6, "Development Review Procedures And Requirements," Article 625, "Variances" of the Land Development Code (the "LDC"), POP Florida Properties, LLC on behalf of the property owner (the "Applicant"), has applied to the City of Dania Beach (the "City"), for approval of variance request (VA-59-18) for property legally described in Exhibit "A", a copy of which is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, LDC Section 625-40 states that the City Commission may grant a variance based on its determination that the Applicant has demonstrated that the criteria identified in the LDC have been satisfied; and

WHEREAS, the Applicant is requesting a variance (VA-59-18) to permit two (2) wall signs on one building frontage with a combined total sign area of 51.74 square feet which exceeds the maximum sign area of 44.25 square feet permitted for said building frontage pursuant to LDC Section 505-90(V)(1), which permits one sign and with a maximum sign area based on 1 square foot/one linear foot of building frontage; and

WHEREAS, the Applicant is requesting a variance (VA-59-18) to allow a monument sign on a site with a building setback of twenty-four (24) feet where the LDC, Section 505-90(O) requires a minimum building setback of thirty (30) feet; and

WHEREAS, the Applicant has provided sufficient justification demonstrating compliance with the approval criteria to meet the requirements of the LDC; and

WHEREAS, public notice was provided in accordance with law; and

WHEREAS, the City Commission finds that approval of the requested variance is consistent with the City's Land Development Code and 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 specific part of this Resolution.

Section 2. That pursuant to Chapter 28, the “Land Development Code,” Part 6, “Development Review Procedures And Requirements,” Article 625, “Variances” the variance application (VA-59-18) attached as Exhibit “B” is hereby approved.

Section 3. Pursuant to Section 625-50 “Expiration of Variances” of the Land Development Code, the variance approval shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings within eighteen (18) months from the date of this Resolution.

Section 4. 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 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on November 13, 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

LOTS 1, 2 AND 3, BLOCK 3, DANIA HEIGHTS, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 3, PAGE 22, PUBLIC RECORDS OF BROWARD
COUNTY, FLORIDA.

LESS AND EXCEPT THE ROAD RIGHT OF WAY FOR U.S. HIGHWAY 1.

PROPERTY TAX IDENTIFICATION NUMBER

5142-03-04-0230

EXHIBIT “B”

(VA-59-18)

Sign Variance Request

Popeye's 506 S. Federal Way

Revised 8.20.2018 adding monument

sign justification

Wall sign variance request #1: 2 signs on Federal Way elev. -Sec. 505-90(V)(1) allows 1 sign.

Wall sign variance request #2: sign #1-42.74 SF, sign # 2- 9 SF 42.74SF + 9SF = **51.74 SF**
Sec. 505-90(V)(1) allows 44.25 SF (44.25 bldg. frontage X 1'0")

Monument Sign Variance request #3 Existing building setback is 24.75' vs. the required 30'
building setback required by Sec. 505-90(O)(1)

Cumulative Sign Area Calculation: Total allowed 147.28 SF

Primary wall facing east - Federal Way 47.35' X 1.5 SF=71.02 SF

Secondary wall facing north - 5th St. 63.55' X 1.2 SF = 76.26 SF

Total signs proposed for Popeye's building:

2 wall signs facing east- 42.74 SF+9 SF=51.74 SF

1 wall sign facing north- 9 SF

1 monument sign- 36 SF- (2 sided sign 18 SF ea.)

1 clearance 8'6" sign - 4.0 SF (located on rear canopy covering drive thru window)

Proposed Cumulative Sign Area 100.74 SF (compliant)

Sign Variance Criteria

(A) A sign variance may be granted upon the finding of the following criteria:

- Purpose and Intent:** Each sign within this variance request is in harmony with Sec. 505-10.(A) Purpose and (B) Design of the City of Dania Beach sign regulations within the Land Development Code. The sign code provides size and locational requirements that are based on measurable factors such as zoning, frontage, size of building and/or lot. But also provided in the Purpose is the intent to encourage aesthetics, innovative sign and lighting design, community appearance enhancement and allowance for special circumstances. The property is located within a mixed-use zone in an area of Dania Beach that is tired and aging as well as economically underdeveloped. Therefore, the allowance of slightly larger signs than are permitted based on arbitrary dimensional requirements falls within the special circumstance provisions and should be encouraged when they promote the "reasonable use" of sign identification, commercial viability and enhancement of this tired commercial parcel along the very visible and heavy trafficked Federal Way corridor. Two of the three building signs (round Popeye's logo) proposed within this application and which lift the proposed sign area above the permitted sign area, are proposed to architecturally accent the existing vertical turret on the corner of the front elevations. The two wall signs proposed in the variance application will not be contrary to the public interest especially with regard to the aesthetic impact on the surrounding Federal Way corridor but will enhance said corridor.
Monument Sign- The building was built in 1983 and complied with a building setback of 24.75' and complied with zoning requirements. The sign code was adopted in 2012 requiring a 30' setback for a monument sign with a minimum setback of 5'. Because the building does not have a 30' setback, any monument sign must be setback 30' and the only location for a

compliant sign setback is along side the drive thru driveway where it is not readily visible from Federal Hwy. and therefore does not provide reasonable use or identification.

2. **Sign Visibility:** As mentioned in 1 above, one of the two circular Popeye's logo signs is proposed for the front or east elevation and which is really the reason for this variance and is proposed to be located on the building's visible corner tower element. Said sign location not only increases the level of visibility for the Popeye's branding signs but also enhances the only significant architectural building element on an otherwise not-descript building. Both walls of the corner turret which face a street and the branding signs will be placed high on the tower element to add interest and verticality to the existing non-descript single-story building.

Monument Sign- As also mentioned in 1 above, a compliant setback of 30' for a monument sign decreases reasonable visibility dramatically as said location is far to the left of the building and even to the left of the drive thru. The proposed location of the monument sign in front of the existing building is the most visible location and appears compliant with the sign code because of the extra wide public right of way of Federal Hwy.

3. **Unnecessary hardship.** If the sign code was literally enforced, an unreasonable and unnecessary hardship would result as these signs can only be located on the narrowest building elevation facing Federal Way- one of the most traveled commercial corridors in Dania Beach. The sign code limits the size of the wall sign and said limitation is based on the width and hence, visibility of the building elevation to the public. If the elevation were wider, like the building's north elevation facing 5th St., then the sign area would be larger and the Popeye's brand much more reasonably identifiable.

Monument Sign- The remote location for a compliant monument sign will create an unnecessary hardship but most importantly, a signage requirement that is uniquely unreasonable for this specific lot developed in 1983.

4. **The hardship is not a result of the applicant's actions** as the building and site development is existing and the elevation proportions as mentioned in 3 above have been existing since it was constructed in 1983. The owners purchased the parcel in October 2016 and seek to redevelop the site and make it commercially viable. Relocating the drive thru to accommodate a compliant location for a monument sign is unreasonable and most impractical.

(a) **Conditions are unique to the building** frontage and thus the sign opportunities are likewise restricted by the building's narrow frontage and site development

(b) **Conditions are unique to the building's placement** on a corner lot with a narrow building elevation facing the street limiting the essential visibility of the building's use and branding. The building's use and branding identification is further challenged by existing street trees and mid-story plant material on the secondary 5th St. frontage which blocks the larger elevation thus forcing most of the sign identification to be placed at the building's corner turret so as to be seen from Federal Way. The building's placement and site development, particularly the drive thru location dramatically restricts the visibility and reasonable identification of any compliant monument sign with a 30' setback.

(c) **None of the above conditions were created by the applicant.**

5. **The request which seeks an additional sign and sign area on the primary elevation and locating a monument sign with a 5' setback is the minimum necessary** deviation from the requirements of this article to provide adequate sign visibility and effectiveness with due consideration to aesthetics of the sign and its scale relative to the building as well as signs

on adjacent properties. The increase of wall sign area beyond the allowable code is a minimal 17%. The existing building setback variance of 5.25' thus allowing a monument sign with a typical 5' setback is likewise a 17% variance.

(B) The signs proposed within this variance application are not considered prohibited signs as provided for in Sec. 505-50.

(C) This sign variance application is hereby made with the community development department and proper notice as provided in Sec. 610-20 shall be complied with.

(D) The provisions of the building code pertaining to unsafe structures shall apply to signs that are permitted through the sign variance process. Any and all variance signs approved within this application shall comply with all current codes.

THIS INSTRUMENT PREPARED BY:
C. J. de Vilder, Jr., Esq.
3318 Forest Lane, Suite
Dallas, Texas 75234
Attn: Legal Department

AND AFTER RECORDING RETURN TO:
C. J. de Vilder, Jr., Esq.
3318 Forest Lane, Suite
Dallas, Texas 75234
Attn: Legal Department



SPECIAL WARRANTY DEED

THIS **SPECIAL WARRANTY DEED** is made and entered into this 11th day of October, 2016, by **STAR KFC REALCO TWO, LLC**, a Texas limited liability company, with a principal office address of 515 Congress Avenue, Suite 1400, Austin, Texas 78701, hereinafter called the Grantor, to **POP FLORIDA PROPERTIES, LLC**, a Delaware limited liability company, with a principal office address of 3318 Forest Lane, Suite 200, Dallas, Texas 75234, hereinafter called the Grantee. (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations).

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in the County of Broward, State of Florida, described on EXHIBIT "A" attached hereto together with the improvements now located thereon (collectively, the "Property").

SUBJECT TO all taxes, assessments, liens, easements, encumbrances, restrictions and other matters of record and all matters which an accurate survey or physical inspection of the property would disclose, provided, however, that reference herein shall not act to reimpose the same;

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor does bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the property to the Grantee above named and Grantee's

heirs, successors, and assigns, against every person lawfully claiming the property, or any part thereof, by, through or under the Grantor, but not otherwise.

GRANTEE ACKNOWLEDGES AND UNDERSTANDS AND AGREES THAT THE PROPERTY (INCLUDING ALL IMPROVEMENTS LOCATED ON THE REAL PROPERTY) ARE SOLD "AS IS" AND "WHERE IS" WITH ALL FAULTS, WITHOUT ANY REPRESENTATION OR WARRANTY EXCEPT FOR THE LIMITED WARRANTY OF TITLE CONTAINED IN THIS SPECIAL WARRANTY DEED. GRANTEE RELIED SOLELY UPON ITS OWN INSPECTIONS, ENGINEERING STUDIES, REPORTS, FEASIBILITY STUDIES, REVIEWS, AND EXAMINATIONS OF THE PROPERTY, AND OTHER MATTERS RELEVANT TO THE PROPERTY IN MAKING ITS DECISION TO PURCHASE THE PROPERTY. NEITHER GRANTOR NOR ANY PARTNER, AGENT, EMPLOYEE, ATTORNEY, CONTRACTOR, OR REPRESENTATIVE OF GRANTOR HAS MADE ANY, AND GRANTOR SPECIFICALLY DISCLAIMS ANY, REPRESENTATION OR WARRANTY OF ANY KIND OR CHARACTER, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, THE SUBJECT MATTER OF THIS AGREEMENT OR ANY PART THEREOF, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, PROFITABILITY, OPERATING HISTORY OR PROJECTIONS WITH RESPECT TO THE PROPERTY, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE FOR THE PROPERTY.

[REMAINDER OF PAGE TO BE LEFT BLANK -
SIGNATURE AND NOTARY CERTIFICATION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed the day and year first above written.

SELLER:

Signed, sealed and delivered in the presence of:


Signature of witness

Print name: Charles R. Newman


Signature of witness

Print name: William H. Hoffman

STAR KFC REALCO TWO, LLC, a Texas limited liability company

By: Mastodon Restaurant Management, LLC, a Texas limited liability company, as its Sole Manager

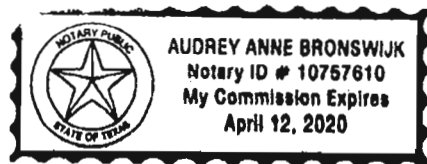
By: 
Name: Eric Tyler

Title: Vice President and Assistant Secretary

STATE OF Texas
COUNTY OF Texas

The foregoing instrument was acknowledged before me this 10th day of October, 2016, by Eric Tyler, as the Vice President and Assistant Secretary of Mastodon Restaurant Management, LLC, a Texas limited liability company, as the Sole Manager of STAR KFC REALCO TWO, LLC, a Texas limited liability company, for and on its behalf. He is personally known to me or produced _____ as identification.

AFFIX NOTARY SEAL / STAMP:




Signature of Notary Public
Print name: Audrey Bronswijk
My Commission Expires: April 12, 2020

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION OF THE PROPERTY:

Lots 1, 2, and 3, Block 3, DANIA HEIGHTS, according to the plat thereof, as recorded in Plat Book 3, Page 22, Public Records of Broward County, Florida.

LESS AND EXCEPT the road right of way for U.S. Highway 1.

PROPERTY ADDRESS OF REAL ESTATE:

506 South Federal Highway, Dania Beach, FL

PROPERTY TAX IDENTIFICATION NUMBER:

5142-03-04-0230



[Previous On List](#) [Next On List](#) [Return to List](#)

Entity Name Search

[Events](#) **No Name History**

Detail by Entity Name

Foreign Limited Liability Company
POP FLORIDA PROPERTIES, LLC

Filing Information

Document Number	M16000009956
FEI/EIN Number	46-3489165
Date Filed	12/12/2016
State	DE
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/01/2017

Principal Address

4055 VALLEY VIEW LANE
SUITE 500
DALLAS, TX 75244

Changed: 11/01/2017

Mailing Address

PO BOX 59924
DALLAS, TX 75229-1924

Changed: 11/01/2017

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK INC
11380 PROSPERITY FARMS RD #221E
PALM BEACH GARDENS, FL 33410



Registered Agent Name & Address

CORPORATE CREATIONS NETWORK INC
11380 PROSPERITY FARMS RD #221E
PALM BEACH GARDENS, FL 33410

Name Changed: 11/01/2017

Authorized Person(s) Detail

Name & Address

Title CEO

PERALES, GUILLERMO
PO BOX 59924
DALLAS, TX 75229

Title CFO

VARGAS, JORGE
PO BOX 59924
DALLAS, TX 75229

Annual Reports

Report Year	Filed Date
2017	11/01/2017
2018	03/13/2018

Document Images

03/13/2018 -- ANNUAL REPORT	View image in PDF format
11/01/2017 -- REINSTATEMENT	View image in PDF format
12/12/2016 -- Foreign Limited	View image in PDF format

[Previous On List](#) [Next On List](#) [Return to List](#)

Entity Name Search

Search

[Events](#) **No Name History**

Parcel Information

Folio Number: 514203040230

Owner: POP FLORIDA PROPERTIES LLC

Situs Address: 506 S FEDERAL HWY DANIA
BEACH FL 33004

Legal: DANIA HEIGHTS 3-22 B LOT 1
LESS ST RD, LOT 2 LESS ST
RD 3 LESS ST RD BLK 3

Millage Code: 0413

Use Code: 22

Land Value: \$ 317,370

Building Value: \$ 234,550

Other Value: 0

Total Value: \$ 551,920

SOH Capped Value: \$ 551,920

Homeslead Exempt: \$ 0
Amt:

WVD Exempt: Amt: \$ 0

Other Exempt: Amt: \$ 0

Taxable Value: \$ 551,920

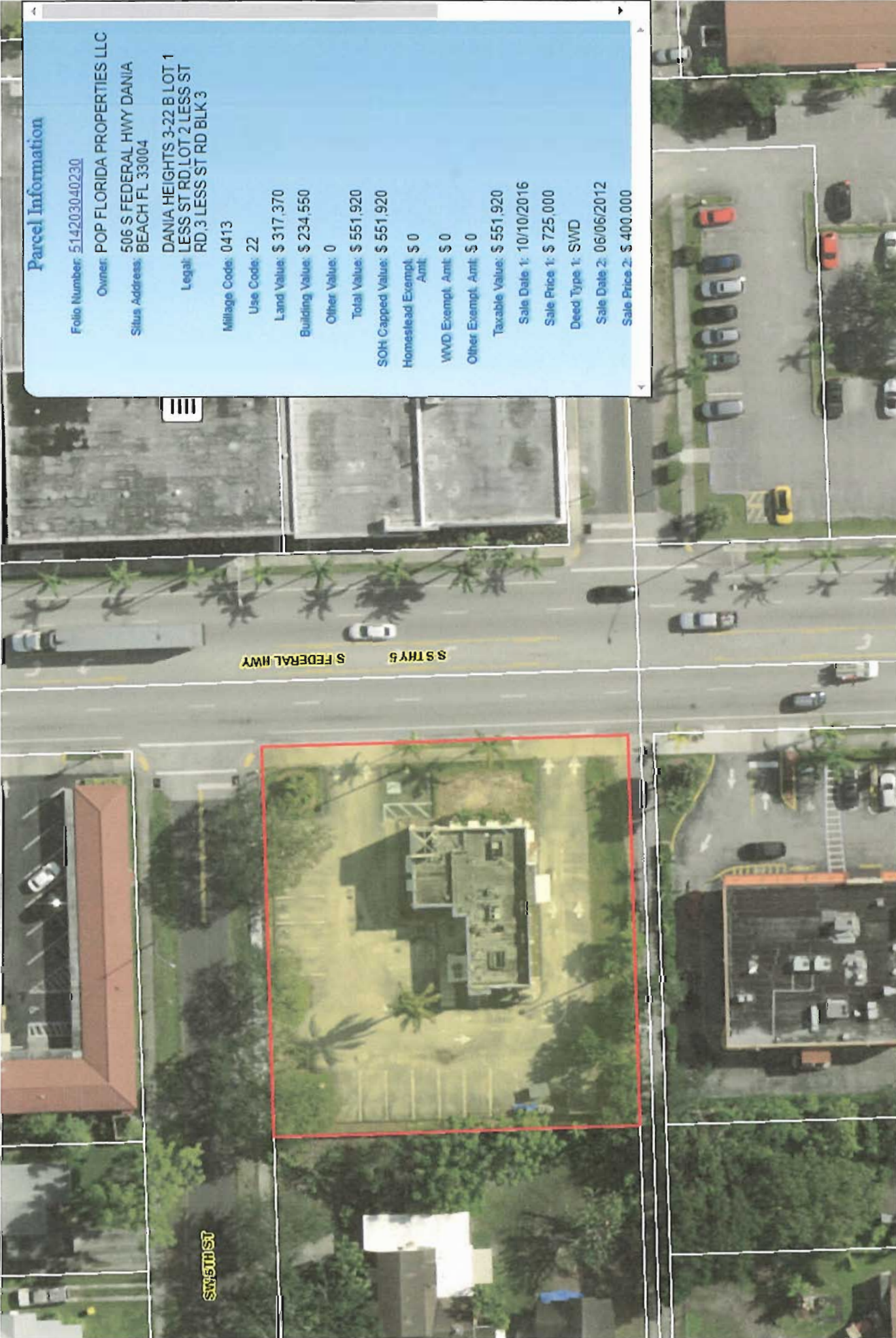
Sale Date 1: 10/10/2016

Sale Price 1: \$ 725,000

Deed Type 1: SWD

Sale Date 2: 06/06/2012

Sale Price 2: \$ 400,000





Property and building to be redeveloped
as Popeye's restaurant

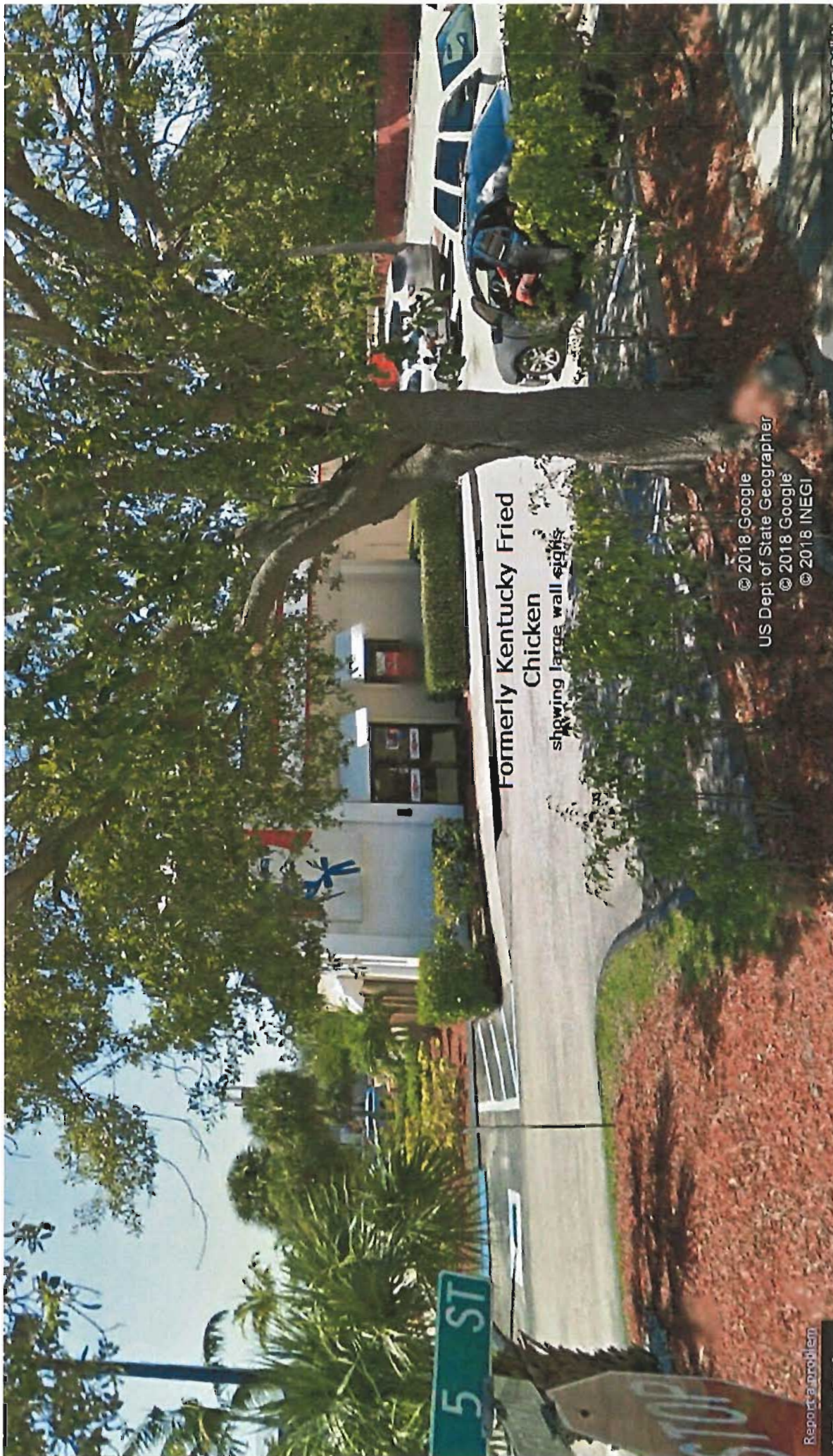
506 South Federal Hwy

© 2018 Google

© 2018 Google

Google Earth

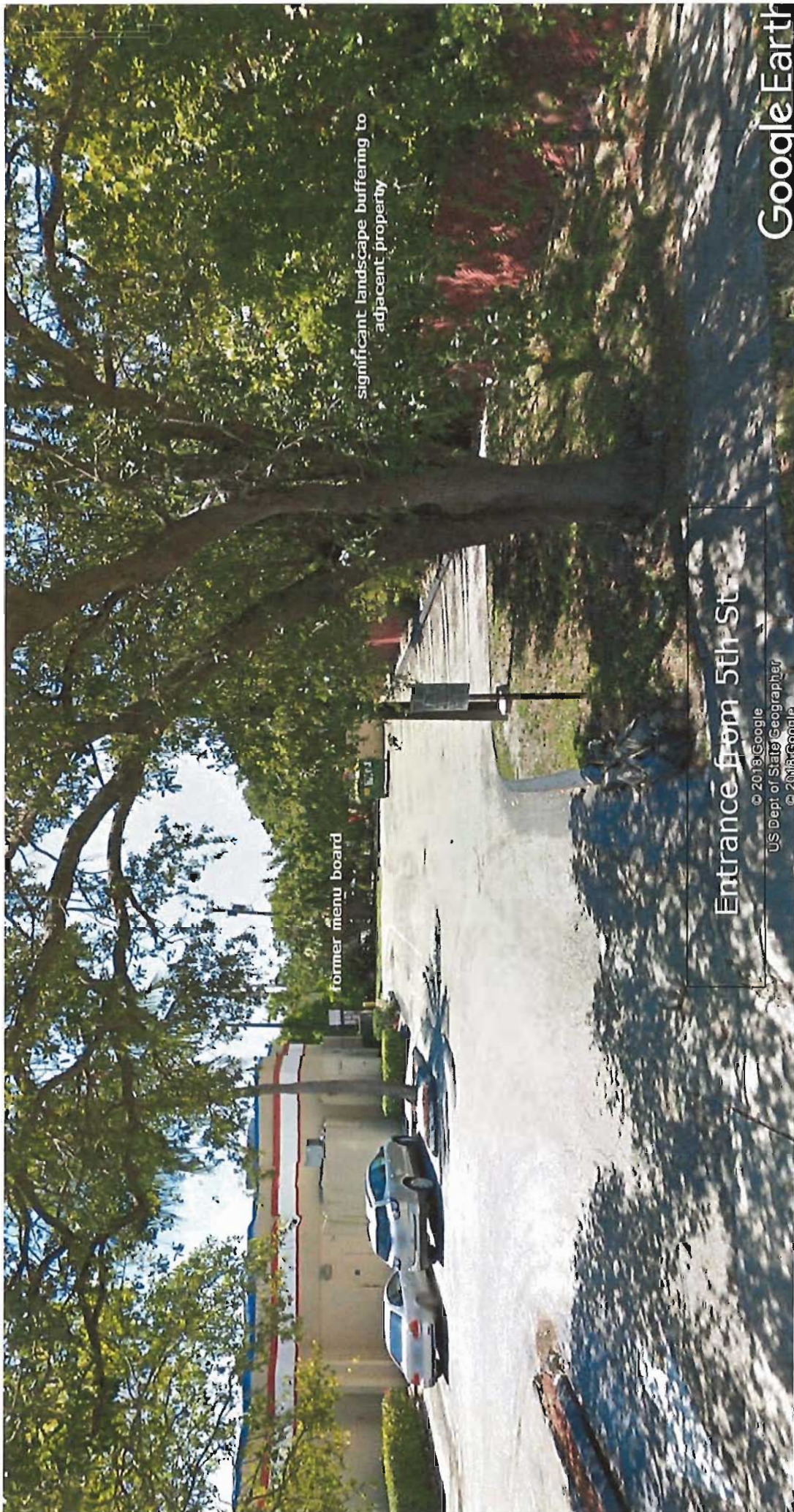
506 South Federal Hwy, Miami, FL 33134, USA



Formerly Kentucky Fried
Chicken

showing large wall signs

© 2018 Google
US Dept of State Geographer
© 2018 Google
© 2018 INEGI



former menu board

significant landscape buffering to adjacent property

Entrance from 5th St

© 2018 Google
US Dept of State Geographer
© 2018 Google

Google Earth



**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission meeting on the following date to consider the following application:

DATE: Tuesday, September 25, 2018
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

The following is the hearing of the proposed Resolution.

SUBJECT: **VA-59-18:** The applicant, POP FLORIDA PROPERTIES, LLC (dba POPEYE'S), is requesting a variance on a property located at 506 South Federal Way.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VARIANCE REQUEST (VA-59-18) SUBMITTED BY POP FLORIDA PROPERTIES, LLC (dba POPEYE'S) FOR PROPERTY LOCATED AT 506 SOUTH FEDERAL WAY, 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.

Copies of the proposed requests are available for viewing in the Community Development Department, 100 West Dania Beach Boulevard, Dania Beach, Florida, and may be inspected by the public during normal business hours. For more information please call the Planning Division at (954) 924-6805 x3643.

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 Blvd, Dania Beach, FL 33004, (954) 924-6800 x3623, at least 48 hours prior to the meeting.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person 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. The city does not provide or prepare such record pursuant to f.s. 286.0105.

Community Development

Published: Saturday, September 1, 2018

Property Subject of Upcoming Hearing

CH

NAME_LINE	ADDRESS_LI	CITY	STATE	ZIP
✓ 103 DANIA BEACH LLC	103 SE 5 ST	DANIA BEACH	FL	33004
✓ 380 DANIA PLAZA LLC	1722 SHERIDAN ST STE 374	HOLLYWOOD	FL	33020
✓ 550 S FEDERAL HWY LLC	620 TINTON AVE #B200	TINTON FALLS	NJ	07724
✓ ALPHAWAVE HOLDINGS LLC	485 S FEDERAL HWY	DANIA BEACH	FL	33004
✓ AMERICAN MARITIME OFFICERS	PO BOX 66	DANIA BEACH	FL	33004
✓ BRUMBERG HOLDINGS INC	599 S FEDERAL HWY	DANIA BEACH	FL	33004
✓ CASTILLO, PABLO	35 SW 6 ST	DANIA BEACH	FL	33004
✓ CHAMPLIN, ROBERT M	42 SW 6 ST	DANIA BEACH	FL	33004
✓ CHHADVA, BIJAL	2637 E ATLANTIC BLVD #22577	POMPANO BEACH	FL	33062
✓ CINELLI, MARIO A & CHERYL A LE	33 SE 6 ST	DANIA BEACH	FL	33004
✓ CLEMENTI, JOSEPH & SABINA	16670 NE 35 AVE	NORTH MIAMI BEACH	FL	33160
✓ COE, JOSHUA JOHN	102 SE 4 TER	DANIA BEACH	FL	33004
✓ DAGAN, LISE	4820 SW 41 AVE	FORT LAUDERDALE	FL	33314
✓ DICKERSON, CHANTAL DAGNET	251 SW 3 TER	DANIA BEACH	FL	33004
✓ DORAIN, RETHEL WEST LE	PO BOX 336	MORRISVILLE	VT	X5661
✓ DOUBLE G HOLDINGS LLC	1080 NW 116 AVE	PLANTATION	FL	33323
✓ DRAYTON, ELIZABETH	23 SW 5 ST	DANIA BEACH	FL	33004
✓ EAGLE 2015 LLC	1925 NE 21 ST	FORT LAUDERDALE	FL	33305
✓ FAVRESSE, LUCIEN	15 SW 5 ST	DANIA BEACH	FL	33004
✓ FLORIDA 21 LLC	3800 S OCEAN DR #216	HOLLYWOOD	FL	33019
✓ GIUSEPPINA PISTONE REV TR	11041 SW 54 ST	FORT LAUDERDALE	FL	33328
✓ GRADY, MICHAEL J	22 SE 4 ST	DANIA BEACH	FL	33004
✓ HENCHEN, TIMOTHY A	5630 WILLIAM SHORES DR	CUMMING	GA	30041
✓ IRIONDO, ALBERTO H/E	101 SE 5 ST	DANIA BEACH	FL	33004
✓ JAFFE, BEVERLEY J	31 SW 5 ST	DANIA BEACH	FL	33004
✓ JAIKES, GLENN R H/E	49 SW 5 ST	DANIA BEACH	FL	33004
✓ JIMENEZ, RICHARD A	48 SW 10 ST	DANIA BEACH	FL	33004
✓ JOHNSON, CHARLOTTE &	PO BOX 22-1370	HOLLYWOOD	FL	33022
✓ KIRSCH, IRVING M	300-1430 MAPLE ST	*VANCOUVER BC	CA	XV613
✓ KUPCHUN, STEPHEN J & ANA I	43 SW 6 ST #2	DANIA BEACH	FL	33004
✓ LIEM, BRUCE	3150 HIDDEN HOLLOW LANE	DAVIE	FL	33328
✓ LIGHTHOUSE COMMUNITY CHURCH	650 S FEDERAL HWY	DANIA BEACH	FL	33004
✓ LIWINSKA, SYLWIA	23 SW 6 ST	DANIA BEACH	FL	33004

55
Mailed Out. 08/30/18

LOURY, RICHARD A & MARY L	18 SW 5 ST	DANIA BEACH	FL	33004
MACRAE, KATHY LEE LE	1845 THOMAS ST	HOLLYWOOD	FL	33020
MCCOMBS, TERRELL E	41 SW 5 ST	DANIA BEACH	FL	33004
MCKINNEY, DAN W	14 SW 6 ST	DANIA BEACH	FL	33004
MONTGOMERY, DAVID	25 SW 5 ST	DANIA BEACH	FL	33004
MUNDY, WILLIAM H	34 SW 6 ST	DANIA BEACH	FL	33004
NOA HOLDING & INVESTMENTS LLC	9300 S DADELAND BLVD #600	MIAMI	FL	33156
ORTEGA, VICTORIA	16 SE 4 ST	DANIA BEACH	FL	33004
ORTEGA, VICTORIA G	510 SW 2 AVE	DANIA BEACH	FL	33004
ORTNER, TERRY & KARL	31 SW 6TH ST	DANIA BEACH	FL	33004
PACE, JASON	38 SW 6 ST	DANIA BEACH	FL	33004
PARENTE, GEORGE & MICHELLE	550 SE 4 CT	DANIA BEACH	FL	33004
PLAZA GRAND INC	430 S FEDERAL HWY	DANIA BEACH	FL	33004
CITY OF DANIA BEACH <i>C/o Corrine Lajoie</i>	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004
RAMERSAD, PARBATEE	10323 120 ST	SOUTH RICHMOND HILL	NY	11419
RHA 2 LLC	3505 KOGER BLVD #400	DULUTH	GA	30096
ROURKE, DONNA	PO BOX 2324	LAKE WALES	FL	33859
TOMECEK FAM LTD PARTNERSHIP LTD	5901 SW 44 ST	DAVIE	FL	33314
URBINE, CRAIG	38 SW 5 ST	DANIA BEACH	FL	33004
VANCE, DOUGLAS E & ELIZABETH J	27 SW 6 ST	DANIA BEACH	FL	33004
WHITMAN, LINDA	27 SW 4 ST	DANIA BEACH	FL	33004

**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission meeting on the following date to consider the following application:

DATE: Tuesday, September 25, 2018
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

The following is the hearing of the proposed Resolution.

SUBJECT: **VA-59-18:** The applicant, POP FLORIDA PROPERTIES, LLC (dba POPEYE'S), is requesting a variance on a property located at 506 South Federal Way.

The following is the hearing of the proposed Resolution.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE VARIANCE REQUEST (VA-59-18) SUBMITTED BY POP FLORIDA PROPERTIES, LLC (dba POPEYE'S) FOR PROPERTY LOCATED AT 506 SOUTH FEDERAL WAY, 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.

Copies of the proposed requests are available for viewing in the Community Development Department, 100 West Dania Beach Boulevard, Dania Beach, Florida, and may be inspected by the public during normal business hours. For more information please call the Planning Division at (954) 924-6805 x3643.

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 Blvd, Dania Beach, FL 33004, (954) 924-6800 x3623, at least 48 hours prior to the meeting.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person 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. The city does not provide or prepare such record pursuant to f.s. 286.0105.
Community Development

Published: Saturday, September 1, 2018

stand.

and

Application Information

Application Site: 506 South Federal Way

Project: To allow an additional signage for a new restaurant.

Application: Variance

Applicant: POP FLORIDA PROPERTIES, LLC (dba Popeye's)

Hearing Date & Time: September 25, 2018 at 7:00 PM

Hearing Location: City Hall Commission Chambers – 100 W. Dania Beach Blvd

Contact Information: Corinne Lajoie, AICP, 954-924-6805 x 3704



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.: _____

(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: 506 S. Federal Way, Dania Beach, Florida 33004

Lot(s): 1,2 and 3 Block: 3 Subdivision: Dania Heights

Recorded Plat Name: Dania Heights

Folio Number(s): 5142 03 04 0230 Legal Description: Lots 1,2,& 3, Block 3 Dania Heights plat as recorded in Plat B.2 P.22 Public records of Broward Co. FL. Less and except the road right of way for US Hwy 1.

Applicant/Consultant/Legal Representative (circle one) Mark Brenchley

Address of Applicant: 3790 Beacon Ridge Way, Clermont, Florida 34711

Business Telephone: 435-512-6833 Home: _____ Fax: n/a

E-mail address: wcfpermits.markb@gmail.com

Name of Property Owner: POP FLORIDA PROPERTIES, LLC dba Popeye's Restaurant

Address of Property Owner: 4055 Valley View Lane, Suite 500 Dallas, Texas 75244

Business Telephone: 972.620.2287 Home: _____ Fax: _____

Explanation of Request: Three wall signs are requested w/variance to Sec.505-90(V)(1):number of wall signs per wall and wall sign area. Sign package originally submitted 2.15.18 as permit #2018-00000313
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: .485 ac Gross Acreage: _____ Prop. Square Footage: 21,158

Existing Use: vacant (formerly restaurant) Proposed Use: Restaurant

Is property owned individually, by a corporation, association, or a joint venture? No, owned by an LLC

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 Mark Brenchley (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*)

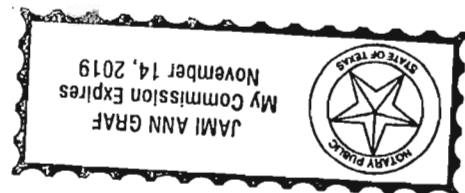
BEFORE ME THIS 30 DAY OF May, 2018

By:

Jorge Vargas
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Texas)



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 APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAC unit or hotel room or \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Change of Land Use	Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - \$2,500.00 Greater than 2 acres - \$6,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Zoning Code Text Change	Changing the list of Permitted Uses - \$6,000.00 General Text - \$2,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
PLAT	(Perimeter) Filing fee = \$2550.00 plus \$50.00 per acre or portion of such area (Subdivision) Filing fee = \$2550.00 plus \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Delegation Request	\$1,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SITE PLAN	
Residential, Hotel, Condo-Hotel, Time-Share, Motel	Filing fee = \$1,000.00 PLUS \$10.00 per unit Plus an initial retainer for cost recovery of consultant services of \$5,000.00. Additional consultant service fees may be required. Minimum fee = \$6,100.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
All other uses	Filing fee = \$1,000.00 PLUS the following: \$5.00 : 100 s.f. for 1 st 10,000 s.f., \$2.00 : 100 s.f. in excess of 10,000 s.f. Plus an initial retainer for cost recovery of consultant services of \$4,000.00. Additional consultant service fees may be required. Minimum fee = \$5,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Site Plan Revisions	\$2,500.00 - <i>Includes staff processing and up to 2 review cycles.</i> <i>Additional variances associated with any revision to a site plan are charged according to the associated variance type.</i>
Extension of Approval(s) (Site plan, variance, special exception requests)	\$1,250.00 – Single Extension (PLUS) an additional \$ 250.00 for each associated approval

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

SPECIAL EXCEPTION	
SPECIAL EXCEPTION (Excluding cell towers)	Filing fee = \$3,700.00 plus \$200.00 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SPECIAL EXCEPTION (Cellular Towers)	Filing fee = \$4,000 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Additional Resubmittal (In addition to the standard (2) review cycles)	Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code.
VARIANCES, APPEALS & WAIVERS	
Administrative, Single Family	\$ 300.00
Administrative, all other	\$ 500.00
Single Family/Community Facility	\$ 490.00
Duplex	\$1,050.00
Triplex	\$1,150.00
Multifamily, Hotel, Condo-Hotel (per variance)	\$2,300.00
Nonres. (per variance)	\$2,000.00
Wall Sign	\$ 700.00
Monument Sign	\$1,200.00
Pole Sign (As permitted)	\$2,400.00
Appeal (single family & comm fac)	\$ 650.00
Appeal (all other uses)	\$1,925.00
Dumpster Appeal to Com. Dev. Dir.	\$ 200.00
Dumpster Appeal to City Com.	\$ 500.00
Alcoholic Beverage Variance	\$1,250.00
Mobility	\$1,400.00
Trafficway Waiver	\$4,000.00
Vacation – Road/Easement	\$3,500.00
Alcohol Extended Hours License Application	\$2,250.00
Alcoholic Beverage Waiver	\$1,000.00
Zoning Review: State Liquor License	\$ 50.00
Outdoor Seating/Dinning	\$ 100.00
Assisted Living Facility	\$ 65.00
CRA Grant Application	\$ 250.00
UNSPECIFIED	\$ 500.00 PLUS any outside costs incurred by the city as per "Section 685-10"
Zoning Information Letter	\$ 250.00

Revised – 8-23-11 As per City Commission Approval Resolution #2011-090



POPEYES

NOT FOR CONSTRUCTION



EAST STAR DESIGN
EAST STAR DESIGN, LLC
PO BOX 581
FORT MYERS, FL 33902
TEL: 888-717-7178
FAX: 888-717-7179
WWW.EASTSTARDESIGN.COM
ARCHITECT/ENGINEER

Unroe Engineering, Inc.
Civil Engineering/Planning/Scientific Evaluation
PO Box 690942, Orlando, FL 32869-0942
BAN - EB 0006579 pl (407) 299-0650

Pop Florida Properties LLC
Popeyes
506 S. Federal Hwy
Dania Beach, FL 33004

REV	No.	Description	Date
1	1	City Comm.	7/24/17

Digitally signed by Darcy Unroe PE
Date: 2017.07.24 13:41:55 -04'00'

Darcy Unroe PE 60929
Sheet name
Overall Site Plan

Date Jul 24, 2017 - 1:39pm
Drawn by DPU
Checked by DPU
Sheet number

C1

1"=20'

5th Street

Federal Way

5' front yard setback

Monument sign

Sign 2

Sign 2

Sign 1

Renovated Fast Food Restaurant

Drive thru

Freestanding Order Canopy w/
CLEARANCE 8'6" sign

Ex Dumpster Enclosure

- # Overall Work Notes:
1. Renovate existing fast food restaurant per architectural
 2. ~~Install New Clearance Bar~~
 3. Install Pre Menu Board
 4. Install Order Canopy.
 5. Install Menu Board.
 6. Install new Exterior Cooler per Arch.
 7. Install new 4" tk concrete walk.
 8. Install new HDCP Ramp per detail.
 9. Install new curb ramp per detail.
 10. Seal coat & re-stripe existing parking lot

Sign 1

POPEYES
LOUISIANA KITCHEN

Sign 2

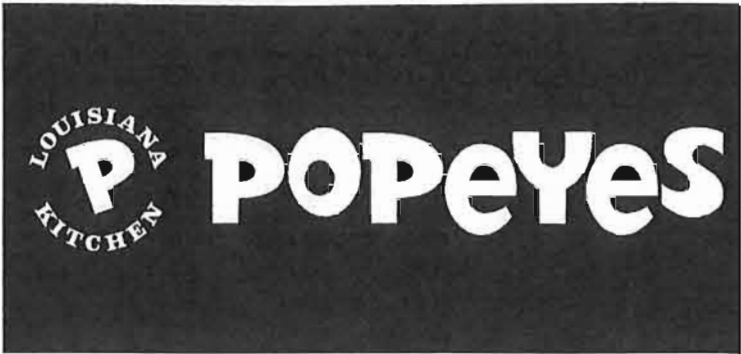
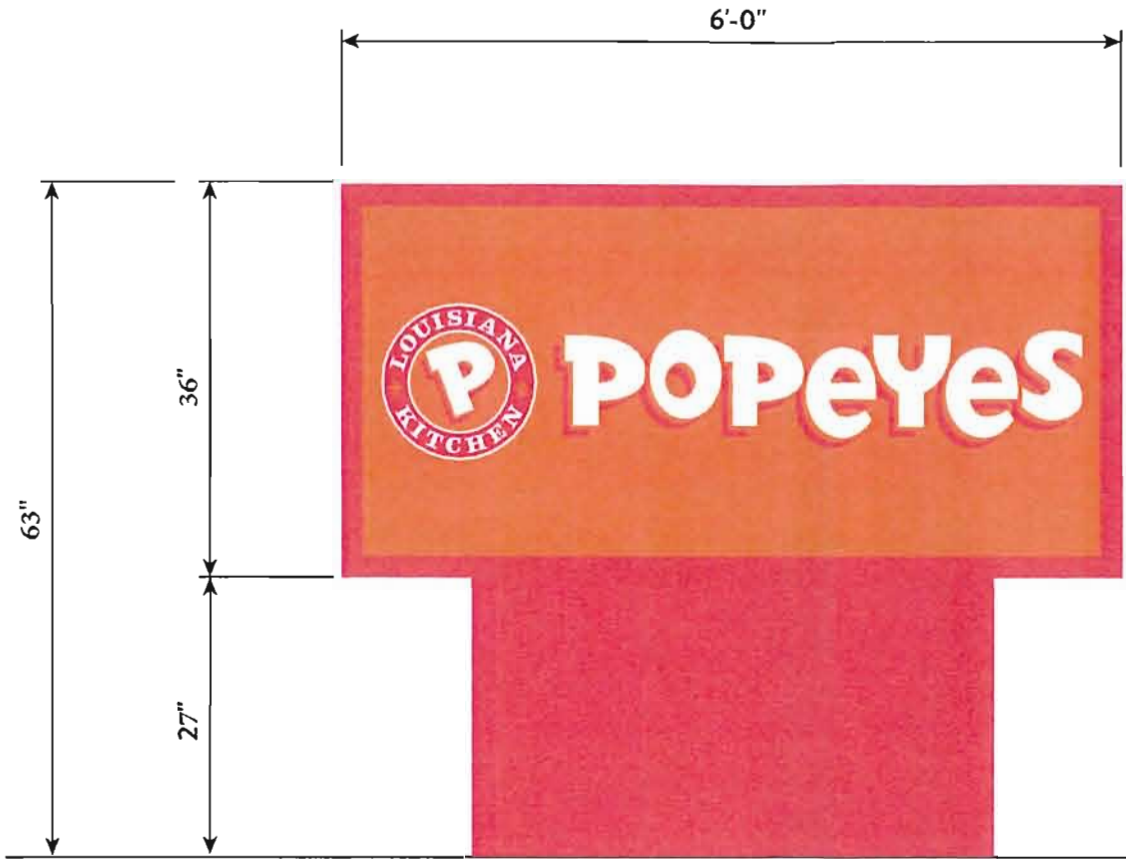


Enlarged Site Plan

Scale 1" = 20'0"

Enlarged Site Plan with additional sign labeling added 6.30.2018 by permission of Unroe Engineering by Mark Brenchley, Planning Consultant, 3790 Beacon Ridge Way, Clermont, Florida 435-512-6833.

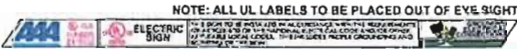
POPEYES - DANIA BEACH, FLORIDA



Night View

COLORS

- PMS 1655C - 3M 3630-44 ORANGE
- PMS 187C - 3M 3630-53 CARDINAL RED
- WHITE - 3M 3630-20 WHITE



Declaration
This is an original unpublished drawing, created by AAA Signs, Inc. It is submitted for your personal use in connection with the project being planned for you by AAA Signs, Inc. It is not to be shown to anyone outside your organization, nor used, reproduced, copied or exhibited in any fashion whatsoever. All or part of this design (except for registered trademarks) remain the property of AAA Signs, Inc.

Client Review Status
AAA Signs, Inc. requires that an "Approved" drawing be obtained from the client prior to any production release or production release revision.
☐ Approved ☐ Approved as Noted ☐ Revise & Resubmit
Name _____
Title _____ Date _____

Revisions

Project Information

Client POPEYES - Dania Beach, Florida
Scale 1/2"=1'
Date 3.22.18
Sales LINDSEY OLIVIER Design SHELLY CREDEUR

CUSTOM MONUMENT

AAA SIGNS
www.aaasigns.com
109 Burgess Drive • Broussard, LA 70518
PHONE 800.880.5686 337.233.5686 FAX 337.261.2533

ALTA/ACSM Land Title Survey



National Flood Insurance
Community Panel: 12011 C 0567 H
Flood Zone: X
Base Flood Elevation N/A
Firm Date: 08/18/2014

Title Information provided by:
Chicago Title Insurance Company
File No.: 5976615
Effective Date: August 23, 2016 at 5:00 p.m.

FOLIO: 5142 03 04 0230
SITE ADDRESS: 506 South Federal Highway
Dania Beach, Florida

BUILDING FOOTPRINT AREA : ± 2156.3 Sq. feet
BUILDING HEIGHT : ± 25.6 feet
LOT AREA : ± 20,165.7 Sq. feet

Title Legal Description
Lots 1, 2 and 3 of DANIA HEIGHTS, according to the plat thereof, as recorded in Plat Book 3, Page 22 of the Public Records of Broward County, Florida.
LESS and Except the road Right-of-Way for U.S. Highway 1.

Parking
19 Standard parking spaces
01 Handicapped parking space
20 Total Parking spaces

EXCEPTIONS
Schedule B II

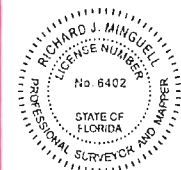
1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments for the year 2016 and subsequent years, which are not yet due and payable. Parcel # 514203-04-0230; gross amount being \$12,411.83; 2015 taxes have been paid.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.- Does not contain matters of survey.
 - B. Rights or claims of parties in possession not shown by the public records.- Does not contain matters of survey.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.- Does not contain matters of survey.
 - D. Taxes or assessments which are not shown as existing liens in the public records.- Does not contain matters of survey.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.- Does not contain matters of survey.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.- Does not contain matters of survey.
6. Any right, interest or claim that may exist, arise or be asserted against the Title pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.- Does not contain matters of survey.
7. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.- Does not contain matters of survey.
8. Matters on the plot of DANIA HEIGHTS, according to the plot thereof, as recorded in Plat Book 3, Page 22, Public Records of Broward County, Florida.- Hereon shown.
9. Easement recorded in Deed Book 343, Page 110.- Hereon shown.
10. Easement recorded in Deed Book 343, Page 112.- Hereon shown.
11. Matters set forth in Deed recorded in Official Records Book 5141, Page 664.- Does not contain matters of survey

SURVEYOR'S NOTES

- Legal description used for this survey was provided by others.
- This Survey has been prepared for the exclusive use of the entities named hereon and do not extend to any unnamed parties.
- Bearings, if any, shown hereon are based on Plat Book 3, Page 22 of Broward County, Florida.
- All dimensions and directions shown hereon are in substantial agreement with record values unless otherwise noted.
- Elevations are based on NAVD 88.
- Due to varying construction standards, building dimensions are approximate.
- All ties to property line are perpendicular to it, unless otherwise noted.
- In all cases dimensions shall control location over scaled positions.
- This survey does not determine or imply ownership.
- Underground improvements and utilities were not located.
- Not valid without the signature & raised seal of a Florida licensed surveyor and mapper.
- I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON, AS RECENTLY SURVEYED AND DRAWN UNDER MY SUPERVISION, MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE FOR THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Certified to:
Sun Holdings
Chicago Title Insurance Company

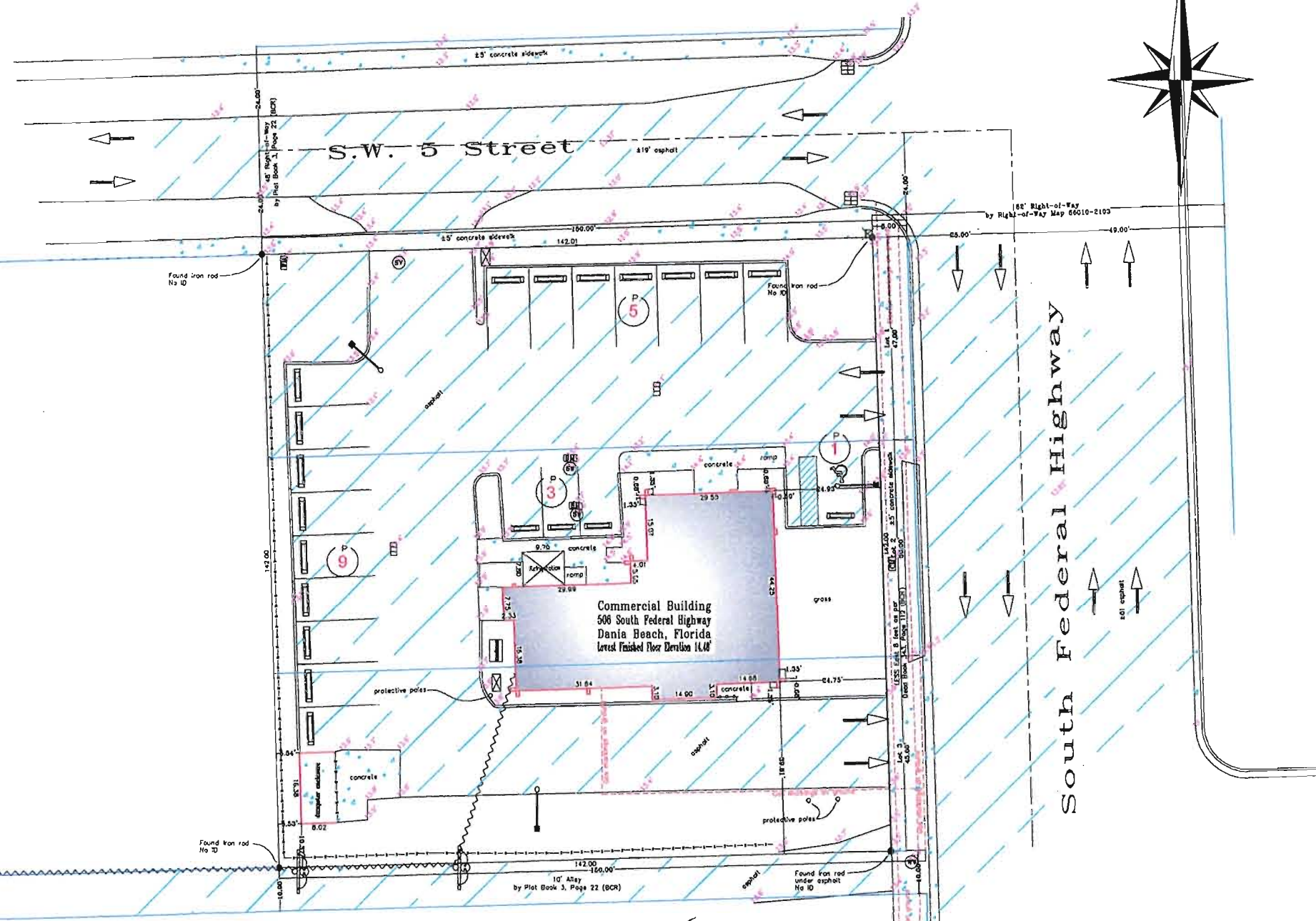
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7a, 7b, 8, 9, 11a, 16, 18 of Table A thereof. The field work was completed on November 01, 2016
Date of Plat or Map: November 23, 2016.



Richard J. Minguell
Registered Land Surveyor & Mapper
No. 6402, State of Florida



R. Minguell, Inc.
Land Surveyors & Planners
L.B.7272
954-298-8635
Fax 954-392-6060
Minguell@bellsouth.net
2841 Montideo Avenue
Cooper City, Florida 33026



Property Access

- Pedestrian access thru sidewalks along SW 5 Street and South Federal Highway.
- Vehicular access from SW 5 Street and South Federal Highway.

Encroachments

- a.) Driveways crossing Northern and Easterly property line
- b.) Possible unrecorded utility and public service easement rights evidenced by street signs, fire hydrant, water meters, water valves, electric boxes, light poles, catch basins at various locations throughout property.

Misc Notes

- There was no observable evidence of earth moving work, building construction, or building additions.
- There was no observable evidence of recent street or sidewalk construction and/or repair at the time of this survey.
- There was no observable evidence of site use as a solid waste dump, sump or sanitary landfill at the time of this survey.
- There was no evidence of cemetery or burial grounds located on property.
- The location of Utilities shown hereon are from observed evidence above ground only.
- The surveyor was not provided with underground plans to determine the location of any subterranean uses

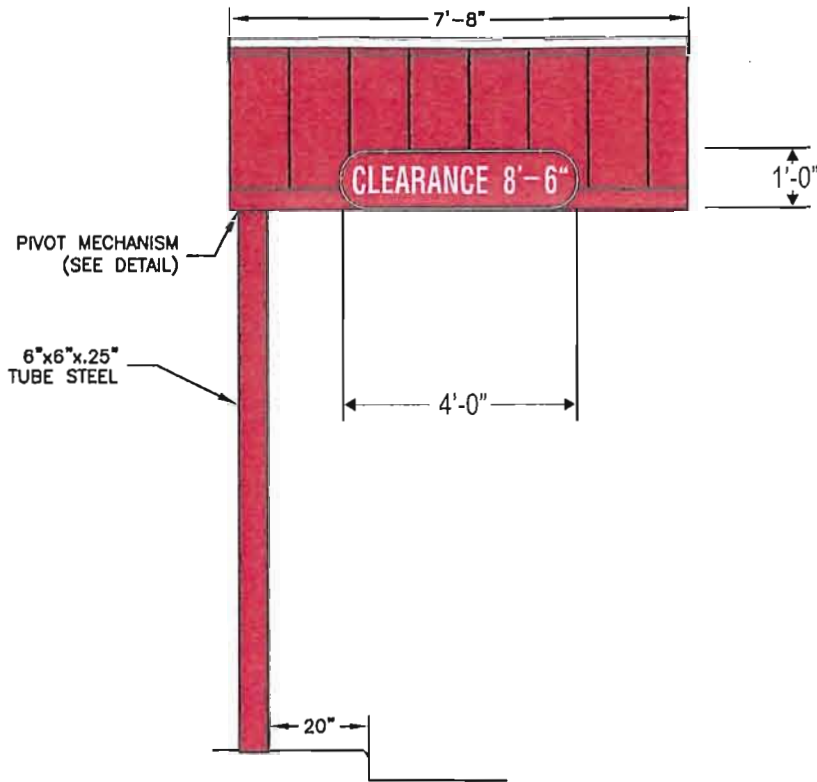
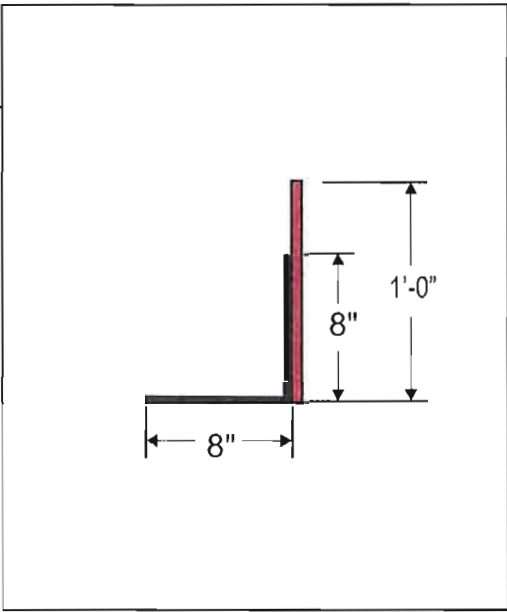
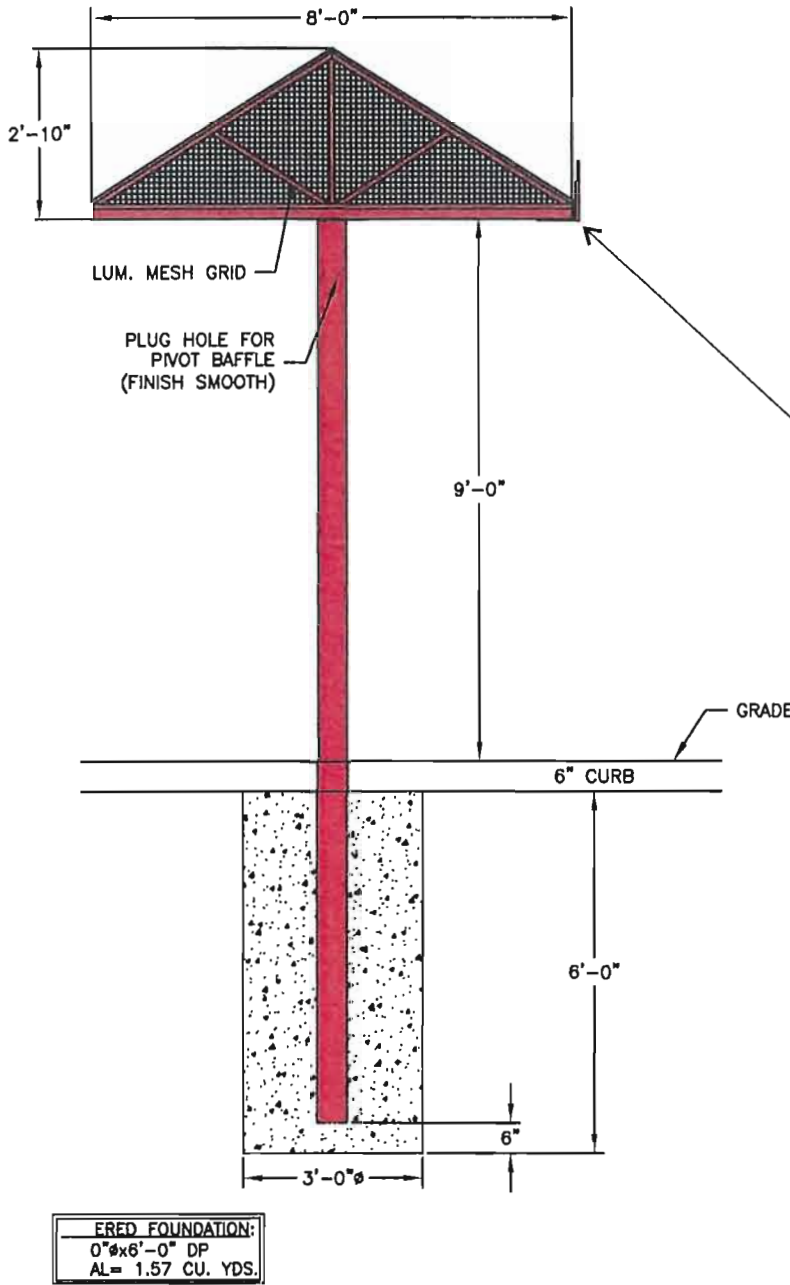
Legend

- - - - - chain link fence
- - - - - wood fence
- - - - - metal fence
- - - - - Overhead Utility Lines
- ⊠ Air Conditioner
- ⊠ Property Line
- ⊠ Center Line
- ⊠ Not to Scale
- ⊠ Broward County Records
- ⊠ Palm Beach County Records
- ⊠ Existing Elevation
- ⊠ Wood Utility Pole
- ⊠ Utility Pole
- ⊠ Fire Hydrant
- ⊠ Street Sign
- ⊠ Parking Meter
- ⊠ Light Pole
- ⊠ Electric Transformer Box
- ⊠ Street Light Box Cover
- ⊠ Water Meter
- ⊠ Catch Basin
- ⊠ Sewer Cover Box
- ⊠ Communications Cover Box
- ⊠ Water Valve
- ⊠ Sanitary Sewer Manhole
- ⊠ Storm Sewer Manhole
- ⊠ Handicapped Parking
- ⊠ Denote vehicular traffic / access



SCALE: 1" = 20'

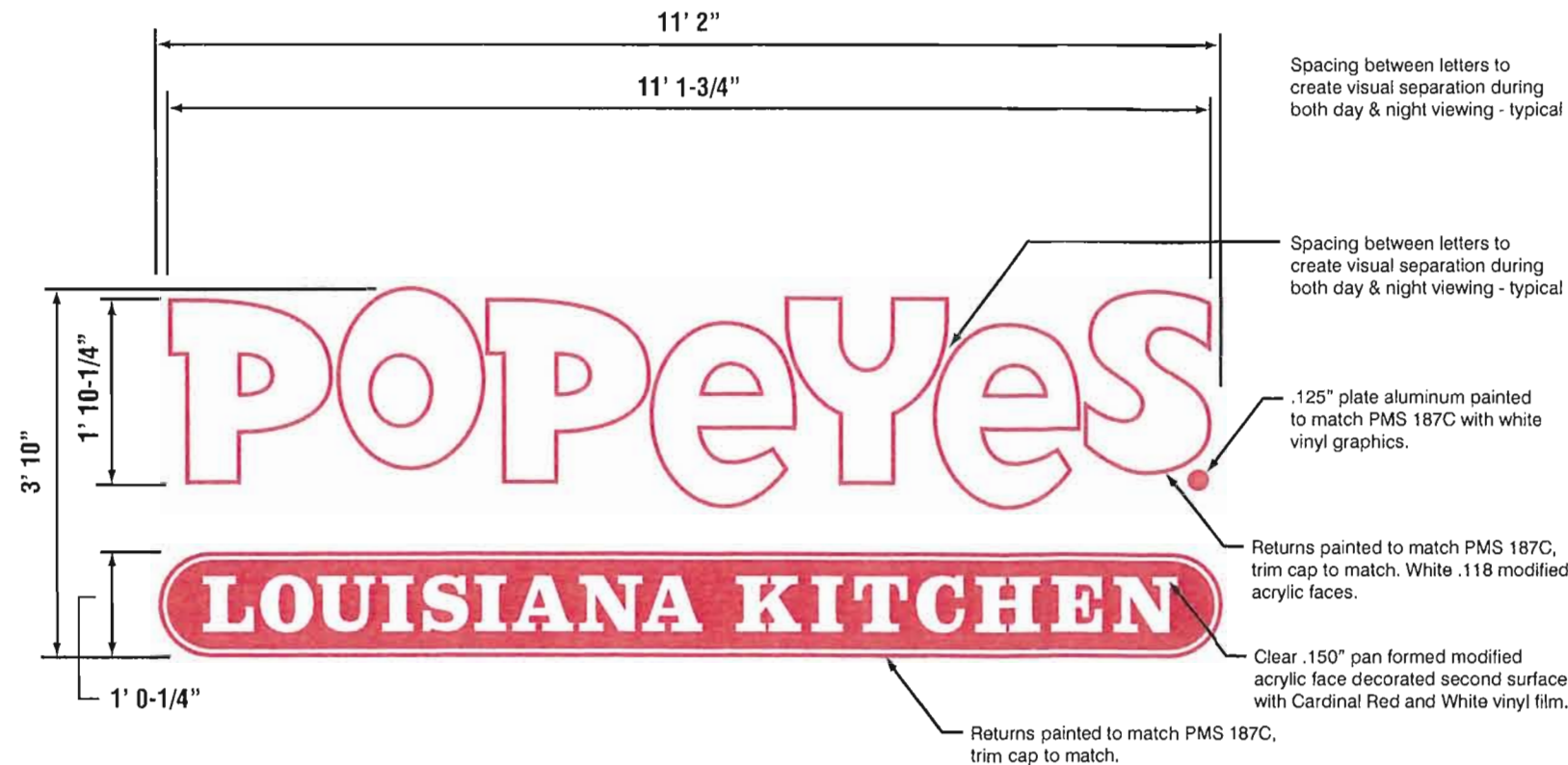
Single Pole Canopy w/Clearance Bar
QTY: 1



COLOR NOTES:
ROOF: 24GA GALVALUME, PMS 187 RED FINISH
STEEL PAINT PMS 187 RED
GRAPHICS: 7725-10 WHITE VINYL

ELECTRICAL NOTE—ACTUAL # OF CIRCUITS TO BE DETERMINED BY A LICENSED ELECTRICAL CONTRACTOR.
TOTAL AMPS: 3.4
OF CKTS: 1 @ 20 AMP(RECOMMENDED)
VOLTS: 120
ELECTRICAL CONNECTION AS FOLLOWS:
GREEN TO GREEN (GROUND), WHITE TO WHITE (NEUTRAL),
BLACK TO BLACK (POWER)
ALL SIGNAGE WILL BE (U.L.) LISTED, (U.L.) 2161 COMPLIANT
AND CARRY (U.L.) LABELS.





NEW S/S INTERNALLY ILLUMINATED
RACEWAY-MOUNTED CHANNEL
LETTER SET w/ ILLUMINATED LOGO
BOX

WHITE L.E.D. ILLUMINATION - WIRED
TO FULL [UL] SPECIFICATIONS

WHITE ACRYLIC FACES FOR CHANNEL
LETTERS / PAN-FORMED FACE FOR
LOGO BOX

TRIM-CAP : 187C CARDINAL RED

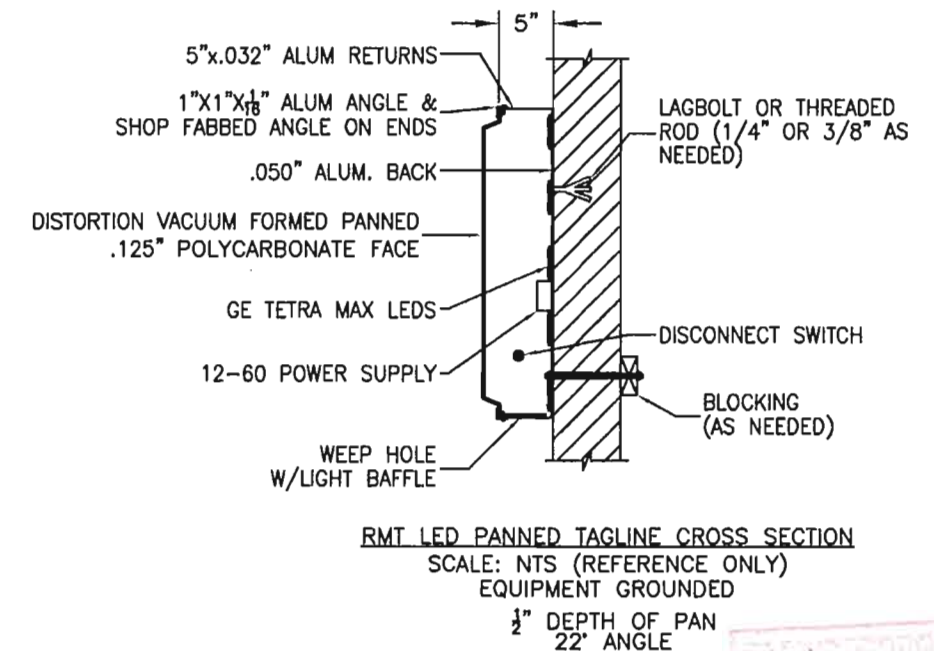
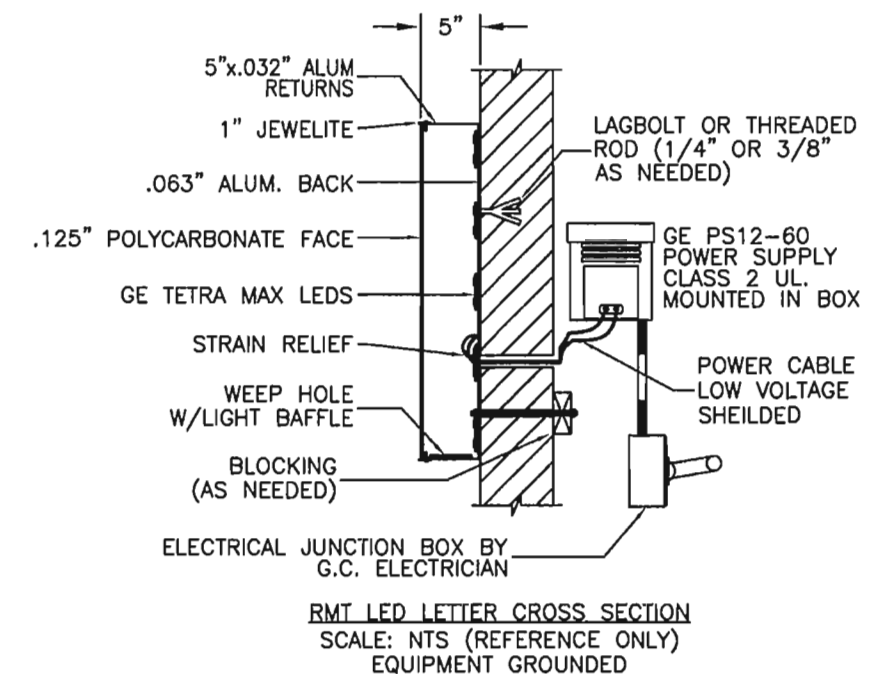
CAN RETURNS AND BACKS PAINTED
TO MATCH 187C CARDINAL RED

RACEWAY PAINTED TO MATCH
EXISTING BUILDING FASCIA

[3.83' x 11.17'] 42.78' SQ. FT.
RECTILINEAR SIGNAGE AREA



Night View



Declaration

This is an original unpublished drawing, created by AAA Signs, Inc. It is submitted for your personal use in connection with the project being planned for you by AAA Signs, Inc. It is not to be shown to anyone outside your organization, nor used, reproduced, copied or exhibited in any fashion whatsoever. All or part of this design (except for registered trademarks) remain the property of AAA Signs, Inc.

Client Review Status

AAA Signs, Inc. requires that an "Approved" drawing be obtained from the client prior to any production release or production revision.
☐ Approved ☐ Approved as Noted ☐ Revise & Resubmit
Name _____
Title _____ Date _____

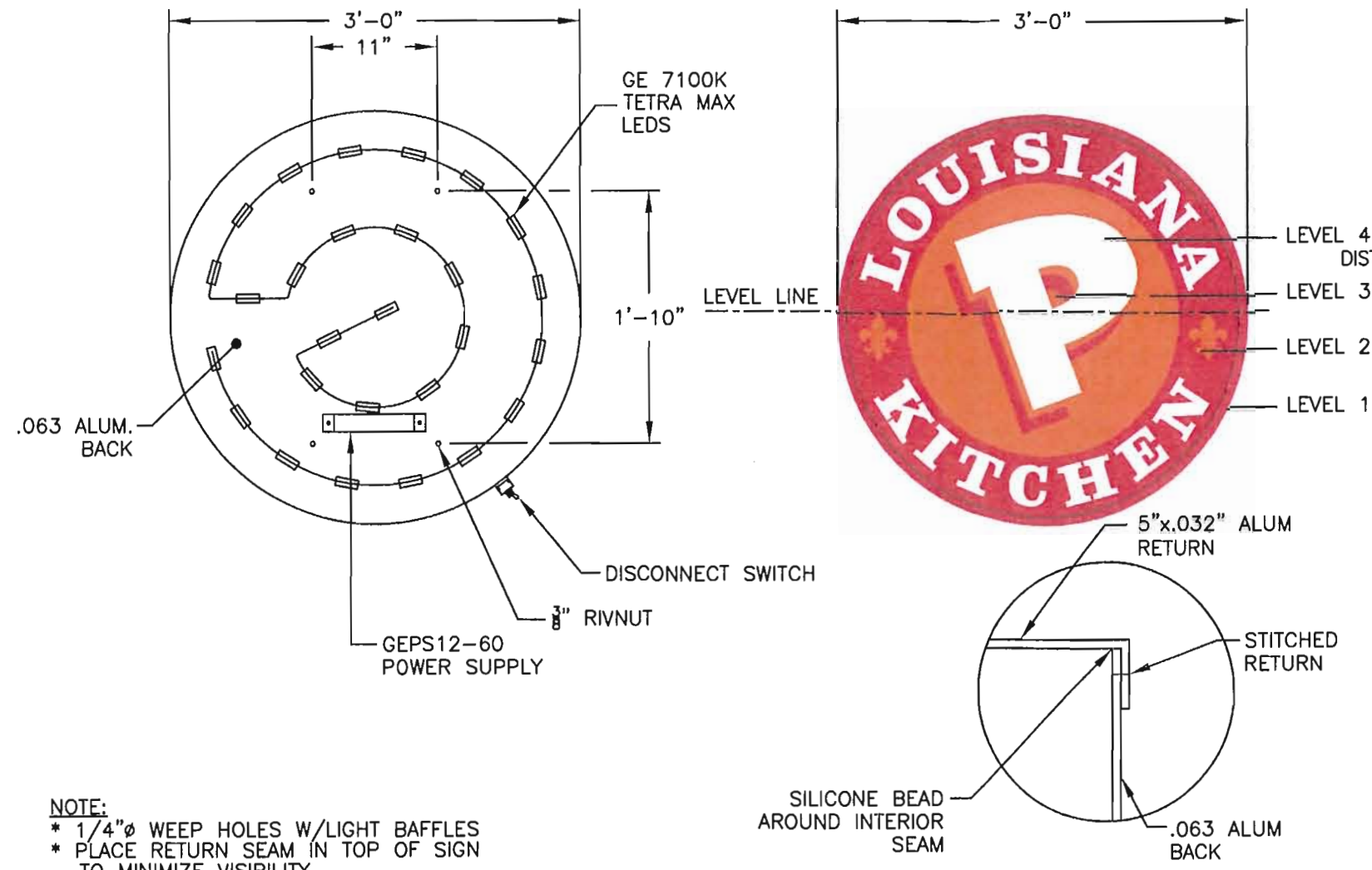
Revisions

Project Information

Client POPEYES - DANIA BEACH, FL
Scale _____
Date 3.22.2018
Sales LINDSEY OLIVIER Design SHELLY CREDEUR



Sign 1



NOTE:
* 1/4" Ø WEEP HOLES W/LIGHT BAFFLES
* PLACE RETURN SEAM IN TOP OF SIGN TO MINIMIZE VISIBILITY.

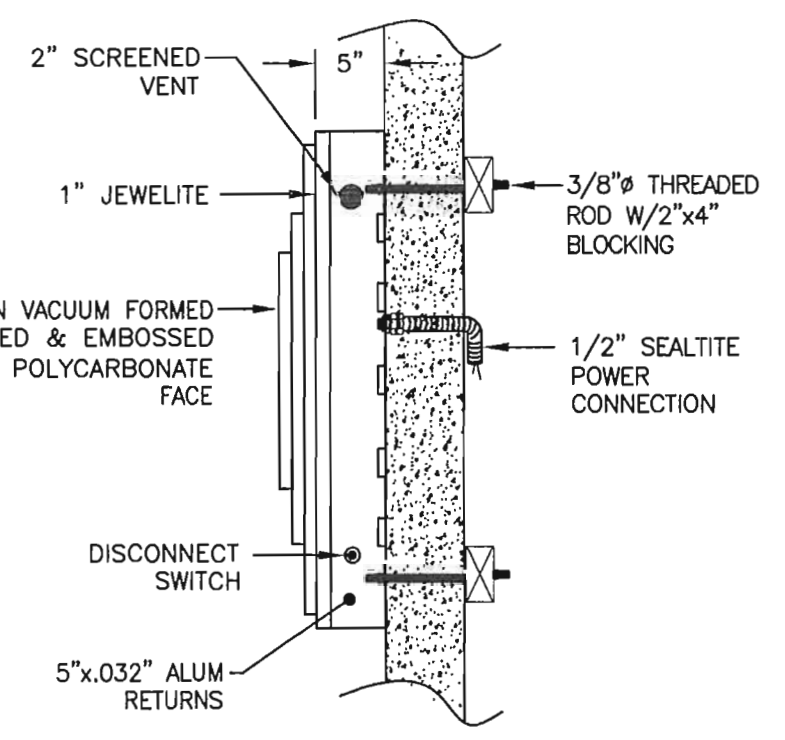
ELECTRICAL NOTE—ACTUAL # OF CIRCUITS TO BE DETERMINED BY A LICENSED ELECTRICAL CONTRACTOR.
TOTAL AMPS: .85
OF CKTS: 1 @ 20 AMP(RECOMMENDED)
VOLTS: 120
ELECTRICAL CONNECTION AS FOLLOWS:
GREEN TO GREEN (GROUND), WHITE TO WHITE (NEUTRAL),
BLACK TO BLACK (POWER)
ALL SIGNAGE WILL BE (U.L.) LISTED, (U.L.) 2161
COMPLIANT AND CARRY (U.L.) LABELS.

ELECTRICAL BILL OF MATERIAL (BOM):		
13 LFT	(LED0117)	TETRA MAX 7100K LEDS
1 EA	(LED0033)	GEPS12-60 PS
1 EA	(ELT0041)	DISCONNECT SWITCH
6 LFT	(ELT0090)	1/2" SEALTITE
1 EA	(ELT0092)	SEALTITE CONNECTOR

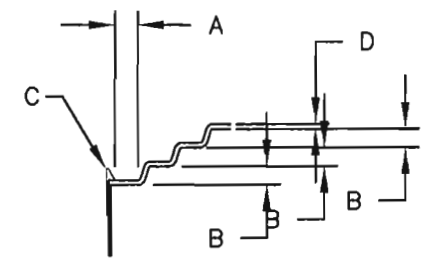
COLOR NOTES:
RETURNS: .032" X 5" PREFINISHED PMS #187 RED (STITCHED)
1" WAGNER JEWELITE: PREFINISHED PMS #187 RED
FACE: .125 CLEAR PCB w/ 2ND SURFACE VINYL
COPY: 3M #3630-20 WHITE VINYL
BACKGROUND/ STANDARD: 3M #3630-44 ORANGE
BORDER/ DROP SHADOW: 3M #3630-53 RED
ALL VINYL APPLIED 2ND SURFACE

FACE BILL OF MATERIAL (BOM):		
8 SQFT	(PR0001)	.125 CLEAR PCB

FRAME BILL OF MATERIAL (BOM)		
10 LFT	(PJ0017)	RED 1" JEWELITE
8 SQFT	(AS0017)	.063 ALUM
10 LFT	(AC0035)	5"x.032" ALUM COIL
1 EA	(AV0001)	2" VENT



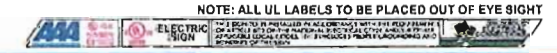
Night View



PANNED & EMBOSSED DETAIL
NTS FOR ILLUSTRATION ONLY
(A) FLANGE STD 3/4"
(B) EMBOSMENT HEIGHT STD 1/2"
(C) RETAINER 1" WAGNER JEWELITE
(D) MATERIAL THICKNESS .125" PCB
(E) ROUTER BIT: 1/2" ROUNDED BIT, 22° TAPER
☑PCB ☐ACRYLIC ☐ACRYSTEEL



Sign 2

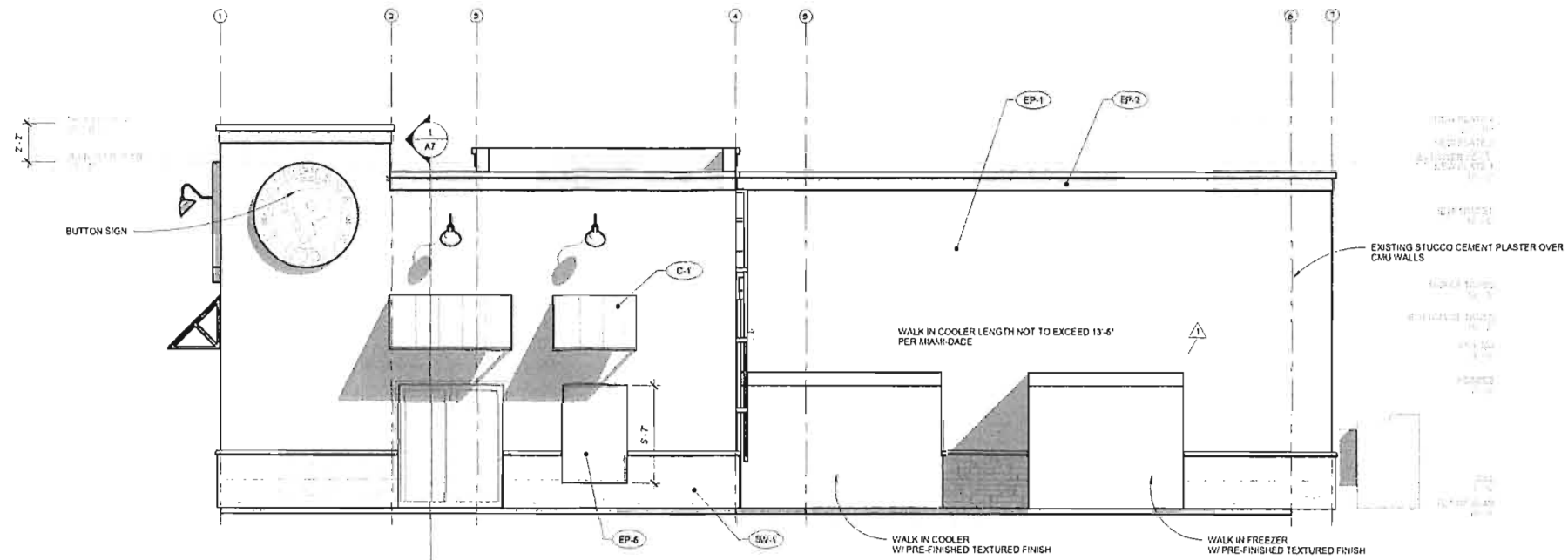


Declaration
This is an original unpublished drawing, created by AAA Signs, Inc. It is submitted for your personal use in connection with the project being planned for you by AAA Signs, Inc. It is not to be shown to anyone outside your organization, nor used, reproduced, copied or exhibited in any fashion whatsoever. All or part of this design (except for registered trademarks) remain the property of AAA Signs, Inc.

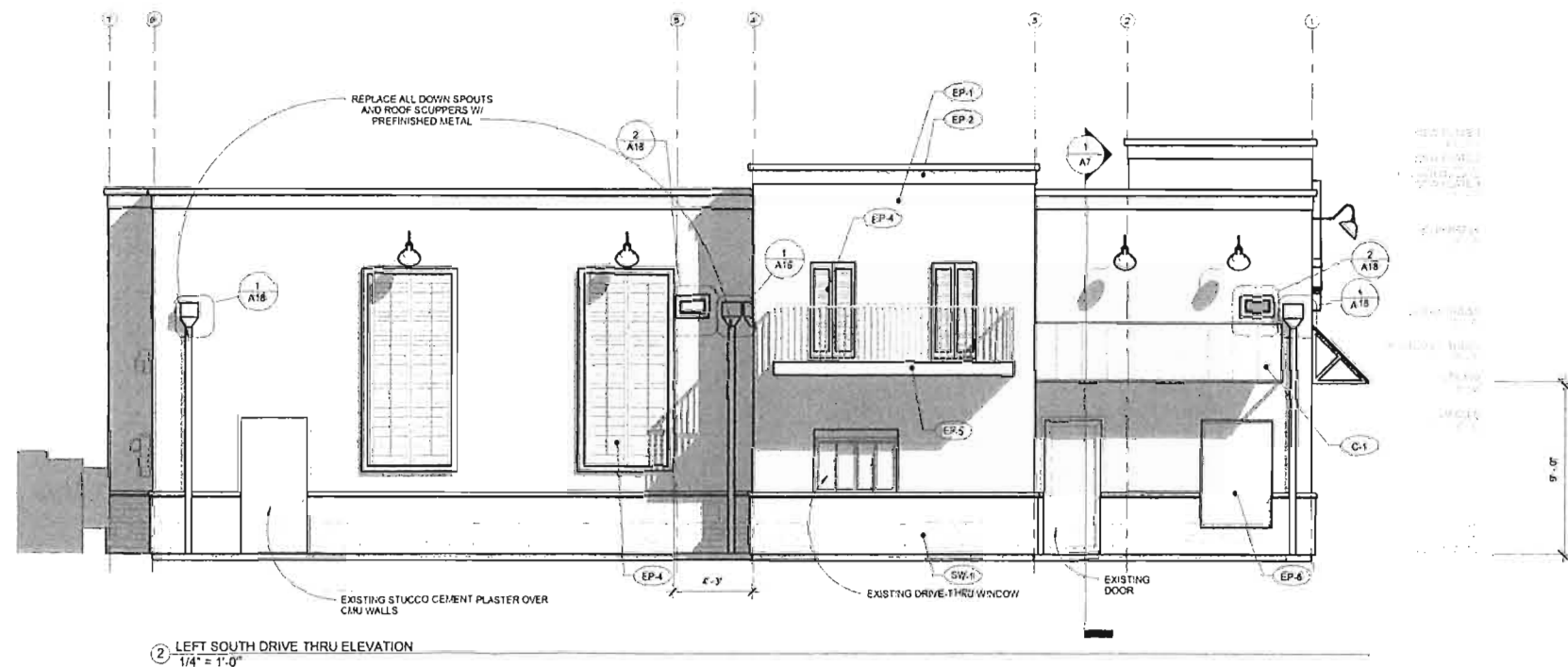
Client Review Status
AAA Signs, Inc. requires that an "Approved" drawing be obtained from the client prior to any production release or production release revision.
☐ Approved ☐ Approved as Noted ☐ Revise & Resubmit
Name _____ Date _____

Revisions

Project Information
Client POPEYES - DANIA BEACH, FL
Scale _____
Date 3.22.2018
Sales LINDSEY OLIVIER Design SHELLY CREDEUR



NORTH ELEVATION facing 5th St. 1 RIGHT NORTH MAIN ENTRY ELEVATION
1/4" = 1'-0"



2 LEFT SOUTH DRIVE THRU ELEVATION
1/4" = 1'-0"

POPEYES LOUISIANA KITCHEN
SEBRING REIMAGE

EXTERIOR FINISH SCHEDULE
UPDATE
3/31/2016

Mark	Location
EP-1	MAIN WALL SURFACE ABOVE WAINSCOT ACCENT TRIM
EP-2	CROWN / WALL SURFACE ACCENT / WAINSCOT ACCENT TRIM
EP-3	WAINSCOT BELOW ACCENT TRIM / REAR BLDG
EP-4	SHUTTERS
EP-5	D/T THRU WINDOW CANOPY AND RAILINGS
EP-6	STORE FRONT GLAZING
SW-1	STONE WAINSCOTE
C-1	AWNING GRATE (OPT.)
	STANDING SEAM CANOPY

Supplier / Mfg.
BENJAMIN MOORE
SHUTTERCONTRACTOR.COM
BENJAMIN MOORE
BENJAMIN MOORE
YOK AP
BENJAMIN MOORE
CORONADO STONE
AWNING SUPPLIER
COPPER SALES, INC.

Material	Specification
PANT OR EIFS FORMULA	#2158-30
EIFS / METAL / PAINT	#2068-10
14 1/2" x 60" VINYL SHUTTERS (Bldg)	#2107-20
25 1/2" x 118" VINYL SHUTTERS (Bldg)	L2 - VINYL
PAINT	L7S - VINYL
METAL / POWDER COAT	#2040-10
METAL / PAINT	#105H
ANODIZED ALUMINUM	READY MIX
METAL / PAINT	#2107-20
METAL / ASPHALT / PAINT	SAFETY & ZONE ACRYLIC MARKING
ADHERED STONE VENEER	CASCADE MOUNTAIN LEDGE
METAL / POWDER COAT	RAL 6009
UNA-CLAD	UC-4 ALUMINUM

Colors	Finish / Notes
DELIGHTFUL GOLDEN EXOTIC RED	UltraSpec Satin
MOCHA BROWN	UltraSpec Satin
UNFINISHED	030 - PAINTABLE
RAINFORST FOLIAGE	030 - PAINTABLE
HUNTER GREEN	170 Semi Gloss
RAINFORST FOLIAGE	P-29 DTM Semi Gloss
DARK BRONZE	21-23 DAYS
BRONZETONE	P-29 DTM Semi Gloss
MOCHA BROWN	UltraSpec Satin
RA SAFETY YELLOW	P58-10
FOUR RIVERS	NON-OVERLAPPING
HUNTER GREEN	SMOOTH
REGAL RED	12" OC / GAUGE PER LOCAL CODE REQUIREMENTS

Exterior Finish Schedule
1/4" = 1'-0"



POPEYES
RESTAURANT & CATERING SERVICES
DAVE TAYLOR
ATLANTA, GA 30301
404.525.1232

ARCHITECT



EAST STAR DESIGN
P.O. BOX 33
FOREWY, TX 75125 USA
(214) 469-1110
(972) 205-1340
www.EastStarDesign.com
Architect@EastStarDesign.com

ENGINEER / DESIGN CONSULTANT

Pop Florida Properties LLC
Popeyes
506 S. Federal Hwy
Dania Beach, FL 33004

REV.	Description	Date
1	Dan's Beach Plan Check Comments & WIC Per Miami Dade	02-07-17

SEAL:



Digitally signed by Greg Guerin
DN: cn=Greg Guerin, o=East
Star Design, ou=Forewy, st=TX, c=US
Location: Dania Beach
Reason: Planning Dept
Contact Info: (214) 469-1110
Date: 2017.06.13 14:55:05-0500



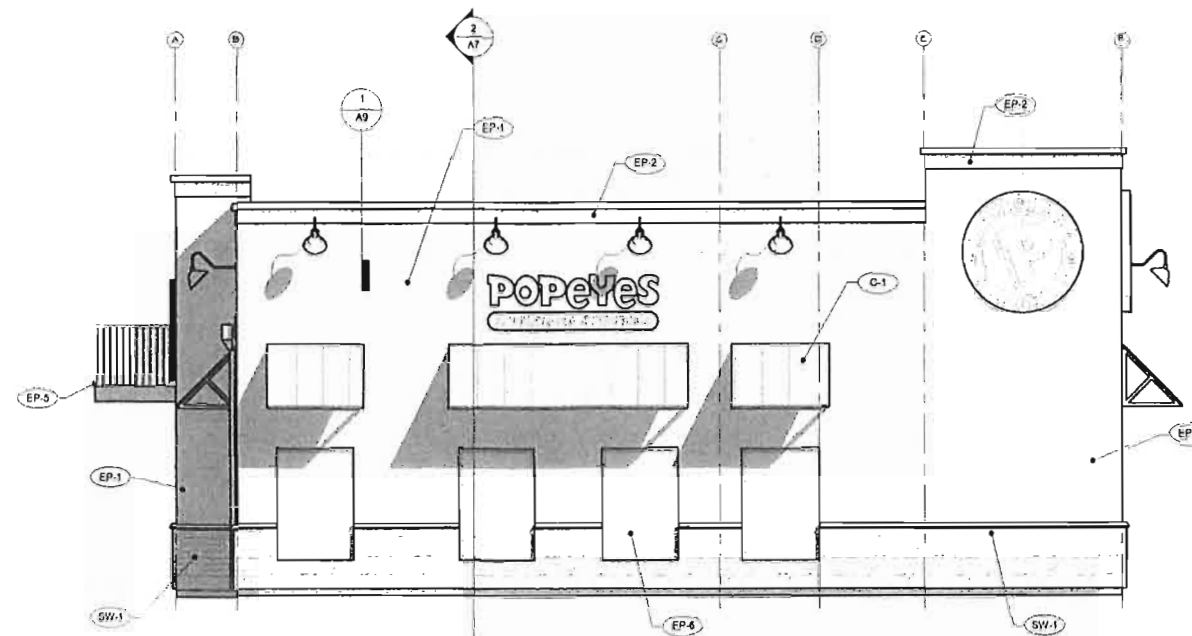
Sheet name
Elevations

Project number: 16050
Date: 6/13/2017 6:21:59 PM
Drawn by: GG
Checked by:
Sheet number:

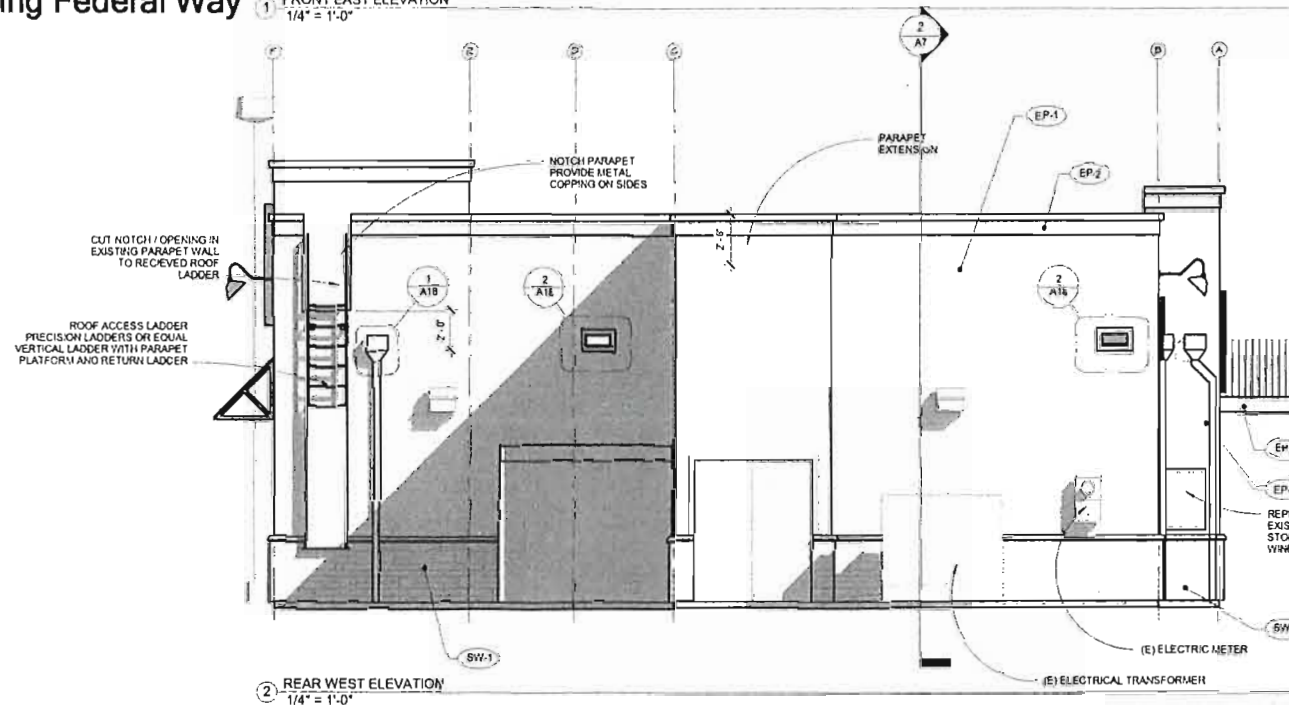
A5.2

Scale 1/4" = 1'-0"

6/13/2017 6:23:50 PM



EAST ELEVATION facing Federal Way
1/4" = 1'-0"



REAR WEST ELEVATION
1/4" = 1'-0"

POPEYES LOUISIANA KITCHEN
SEBRING REIMAGE

EXTERIOR FINISH SCHEDULE
UPDATE
3/31/2016

Mark Location
EP-1 MAIN WALL SURFACE ABOVE WAIRSCOT ACCENT TRIM
EP-2 CROWN / WALL SURFACE ACCENT / WAIRSCOT ACCENT TRIM
EP-3 WAIRSCOT BELOW ACCENT TRIM / REAR BLDG
EP-4 SHUTTERS
EP-5 D/T THRU WINDOW CANOPY AND RAILINGS
EP-6 (ALT) RAILING VENDOR /
EP-7 STORE FRONT GLAZING
EP-8 (ALT) STORE FRONT GLAZING
EP-9 COUNSPSTER WALLS / GATES
EP-10 BOLLARDS
EP-11 STONE WAIRSCOTE
EP-12 AWNING GRATE (OPT.)
EP-13 STANDING SEAM CANOPY

Supplier / Mfg.
BENJAMIN MOORE
SHUTTERCONTRACTOR.COM
BENJAMIN MOORE
RAILING VENDOR / TIGER DRYLAC
BENJAMIN MOORE
YKK AP
BENJAMIN MOORE
CORONADO STONE
AWNING SUPPLIER
COPPER SALES, INC

Material
PAINT OR EIFS FORMULA
EXOTIC RED
EIFS / METAL / PAINT
14 1/2" x 60" VINYL SHUTTERS (Bulcring)
25 1/2" x 119" VINYL SHUTTERS (Bulcring)
PAINT
METAL / POWDER COAT
METAL / PAINT
ANODIZED ALUMINUM
METAL / PAINT
METAL / ASPHALT / PAINT
ADHERED STONE VENEER
METAL / POWDER COAT
USA-CLAD

Specification
#2158-30
#2066-10
#2107-20
L2 - VINYL
LTS - VINYL
#0040-10
RAL 6009
#2010-10
#015H
READY MIX
#2107-20
SAFETY & ZONE ACRYLIC MARKING
CASCADE MOUNTAIN LEDGE
RAL 6009
UC-4 ALUMINUM

Colors
DELIGHTFUL GOLDEN
EXOTIC RED
MOCHA BROWN
UNFINISHED
RAINFOREST FOLIAGE
HUNTER GREEN
RAINFOREST FOLIAGE
DARK BRONZE
MOCHA BROWN
RUI SAFETY YELLOW
FOUR RIVERS
HUNTER GREEN
REGAL RED

Finish / Notes
60/40 Spec Satin
60/40 Spec Satin
60/40 Spec Satin
60/40 - PAINTABLE
60/40 - PAINTABLE
170 Semi Gloss
SMOOTH
P-29 DTM Semi Gloss
21-28 DAYS
Uzaspec Satin
P50-10
NON-OVERLAPING
SMOOTH
12" OC / GUAGE PER LOCAL CODE REQUIREMENTS

Exterior Finish Schedule
1/4" = 1'-0"



POPEYES
KITCHEN
1815 N. W. 10th St.
Miami, FL 33136

ARCHITECT



EAST STAR DESIGN
P.O. BOX 53
FORT WORTH, TX 76116 USA
(214) 944-1116
(772) 205-7343
www.EastStarDesign.com
Any project is a team effort

DATE: 02-07-17

Pop Florida Properties LLC
Popeyes
505 S. Federal Hwy
Dania Beach, FL 33004

REV	No.	Description	Date
1	1	Check Commence & WAC Per Miami Dade	02-07-17

SEAL:

Digitally signed by Greg Guerin
DN: cn=Greg Guerin, o=East
Star Design, ou=Fort Worth, st=TX, c=US
Location: Dania Beach
Reason: Planning Dept
Contact Info: (214) 469-7178
Date: 2017.05.18 15:28:05-0500



Sheet name
Elevations

Project number: 16050
Date: 6/13/2017 8:23:55 PM
Drawn by: GG
Checked by:
Sheet number:

A5.1

Scale 1/4" = 1'-0"



6/13/2017 12:25:55 PM

Lajoie, Corinne

From: Michel El Haddad <melhaddad@sunholdings.net>
Sent: Friday, October 12, 2018 2:13 PM
To: LaFerrier, Marc
Cc: wcfpermits.stephanie; Cindy Gould; Lindsey Olivier; Lajoie, Corinne; mark brenchley
Subject: RE: Popeye's sign variance

Marc,

The revisions for the site comments will be submitted next week. We are planning on resuming construction in the next 2 weeks and it will take a total of 10 weeks to finish up the project considering the site comments will be approved quickly. I will let you know if we run into any problems getting these last comments approved. Thank you for the help and we hope to have this store open very soon.

Michel El Haddad

Director of Design and Construction
Sun Holdings, Inc.

4055 Valley View Lane, Suite 500
Dallas, Texas 75244
(972) 620-2287 ext. 293



CONFIDENTIALITY NOTE: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

From: LaFerrier, Marc [mailto:mLaFerrier@daniabeachfl.gov]
Sent: Thursday, October 11, 2018 3:35 PM
To: 'Michel El Haddad'
Cc: wcfpermits.stephanie; Cindy Gould; Lindsey Olivier; Lajoie, Corinne; mark brenchley
Subject: RE: Popeye's sign variance

Thank you Michel.



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.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Discussion

Continued from: October 23, 2018

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE CONVEYANCE OF TWELVE (12) PARCELS OF CITY-OWNED LAND ("PROPERTY") WITHIN THE DANIA BEACH COMMUNITY REDEVELOPMENT AREA AT A PRICE OF TEN DOLLARS (\$10.00) PER PARCEL TO THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") FOR THE PURPOSE OF USING THE PROPERTY TO FACILITATE SINGLE-FAMILY HOUSING DEVELOPMENT IN THE COMMUNITY REDEVELOPMENT AREA; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE DEEDS AND RELATED DOCUMENTS FOR EACH PARCEL FOR THIS PURPOSE

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

R-2018-158 City to CRA Property Conveyance of 12 Parcels REVISED, Property Description 12 Parcels, Property Map - Parcels in CRA- 2018, Property List and Map - 2017

RESOLUTION NO. 2018-158

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE CONVEYANCE OF TWELVE (12) PARCELS OF CITY-OWNED LAND (“PROPERTY”) WITHIN THE DANIA BEACH COMMUNITY REDEVELOPMENT AREA AT A PRICE OF TEN DOLLARS (\$10.00) PER PARCEL TO THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”) FOR THE PURPOSE OF USING THE PROPERTY TO FACILITATE SINGLE-FAMILY HOUSING DEVELOPMENT IN THE COMMUNITY REDEVELOPMENT AREA; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE DEEDS AND RELATED DOCUMENTS FOR EACH PARCEL FOR THIS PURPOSE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted the Community Redevelopment Act of 1969, which is presently codified as Part III of Chapter 163, Florida Statutes, as amended from time to time (the "Act"); and

WHEREAS, all powers arising through the Act are conferred by the Act upon counties with Home Rule Charters, such as Broward County, Florida, which in turn are authorized to delegate certain of their powers to a community redevelopment agency created pursuant to the Act; and

WHEREAS, on March 19, 2002, the Board of County Commissioners of Broward County, Florida (the “Board”) adopted Resolution No. 2002-275, which declared that a slum or blighted area exists in a geographic area (the “Redevelopment Area”), as described by the City of Dania Beach in its Finding of Necessity for Redevelopment, and which demonstrated that it is necessary and appropriate to redevelop such Redevelopment Area in accordance with the provisions of the Act, as amended; and

WHEREAS, pursuant to the Resolution of Broward County, Florida, the Board delegated to the City Commission of the City of Dania Beach, Florida (the “Commission”) the authority to exercise the redevelopment powers conferred upon the Board within the Redevelopment Area in accordance with the Act, to enable the City Commission to declare the need for, create and delegate power to a community redevelopment agency (“CRA”) and to prepare and adopt a plan of redevelopment for final approval by the Board; and

WHEREAS, the City Commission accepted a delegation of powers from the Board, found a need for, and created the CRA, granted the CRA the power to exercise those powers

permitted by the Act which were delegated by the Board to the City and directed the preparation and adoption of a community redevelopment plan (the “Plan”), updates to which have been approved and adopted by the CRA Board on March 11, 2009 and June 3, 2015 respectively; and

WHEREAS, the redevelopment goals outlined in the updated Plan include (1) enhance and reinforce the CRA sub areas; (2) eliminate substandard housing and provide affordable housing alternatives; (3) redevelop the CRA in a manner that is energy efficient and sustainable; (4) attract targeted new industries and retain and expand core industries; and (5) enhance redevelopment activities through active marketing strategy that supports redevelopment initiatives; and

WHEREAS, the City Commission is considerate of the needs of the CRA and the Redevelopment Area and intends to support, foster or facilitate opportunities for the CRA to accomplish the redevelopment goals outlined in the Plan; and

WHEREAS, at the October 9, 2018 CRA Board meeting, the CRA Board discussed the conveyance of vacant and underutilized parcels (the “Property”) in the Redevelopment Area which are owned by the City and which the CRA Board, by motion and consensus, desires the City Commission to convey to the CRA for the purpose of accomplishing the redevelopment goals outlined in the Plan; and

WHEREAS, at the October 23, 2018 City Commission meeting, the City Commission discussed the possible conveyance of twelve (12) parcels from the City to the CRA and decided to schedule a workshop to discuss the item further; and

WHEREAS, on October 29, 2018, the City Commission conducted a workshop to discuss the property conveyance and a request was made to include the item on the November 13, 2018 City Commission meeting agenda; and

WHEREAS, the CRA believes that having site control of the City-owned properties will facilitate identifying and securing private and public funding to develop viable projects while the CRA has no available tax increment financing funds; and

WHEREAS, the discussed City-owned property is within the boundaries of the Redevelopment Area, consisting of parcels located at:

- (1) OLD GRIFFIN ROAD (Folio No. 504234060640);
- (2) 524 NW 3RD TER (Folio No. 504234060260);
- (3) 509-511 NW 3 TER (Folio No. 504234060230);

- (4) 137 NW 4TH AVE (Folio No. 504234011190);
- (5) 56 NW 8TH AVE (Folio. No. 504234230130);
- (6) 608 W DANIA BEACH BLVD (Folio. No. 504234012520);
- (7) PHIPPEN RD (Folio No. 504234300200);
- (8) PHIPPEN RD (Folio No. 504234300220);
- (9) PHIPPEN RD (Folio No. 504234300230);
- (10) PHIPPEN RD (Folio No. 504234300240);
- (11) PHIPPEN RD (Folio No. 504234300250);
- (12) NW 14TH WAY (Folio No. 504233150060); and

which parcels are fully described in Attachment "A", which is attached and incorporated by this reference; and

WHEREAS, the Commission has determined that the Property can be used by the CRA as a tool for housing development in the Redevelopment Area; and

WHEREAS, the Commission finds that pursuant to Section 125.38, Florida Statutes the conveyance of the Property to the CRA serves the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY 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, pursuant to Section 125.38, Florida Statutes, approves the conveyance of the Property, which is legally described in Attachment "A", to the CRA at the price of Ten Dollars (\$10.00) per parcel which is considered minimum consideration.

Section 3. That upon the conveyance of the Property, the CRA shall maintain the property in accordance with all applicable laws, regulations, ordinances and codes.

Section 4. That pursuant to Section 125.411, Florida Statutes, the City Commission authorizes the proper City officials to execute a Deed for each parcel, in substantially the form approved by the City Attorney.

Section 5. That the proper City officials shall record in the County public records all deeds and shall provide a copy of such recorded instruments to the Clerk of the City Commission and CRA Board within thirty (30) days of execution and final acceptance.

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 November 13, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

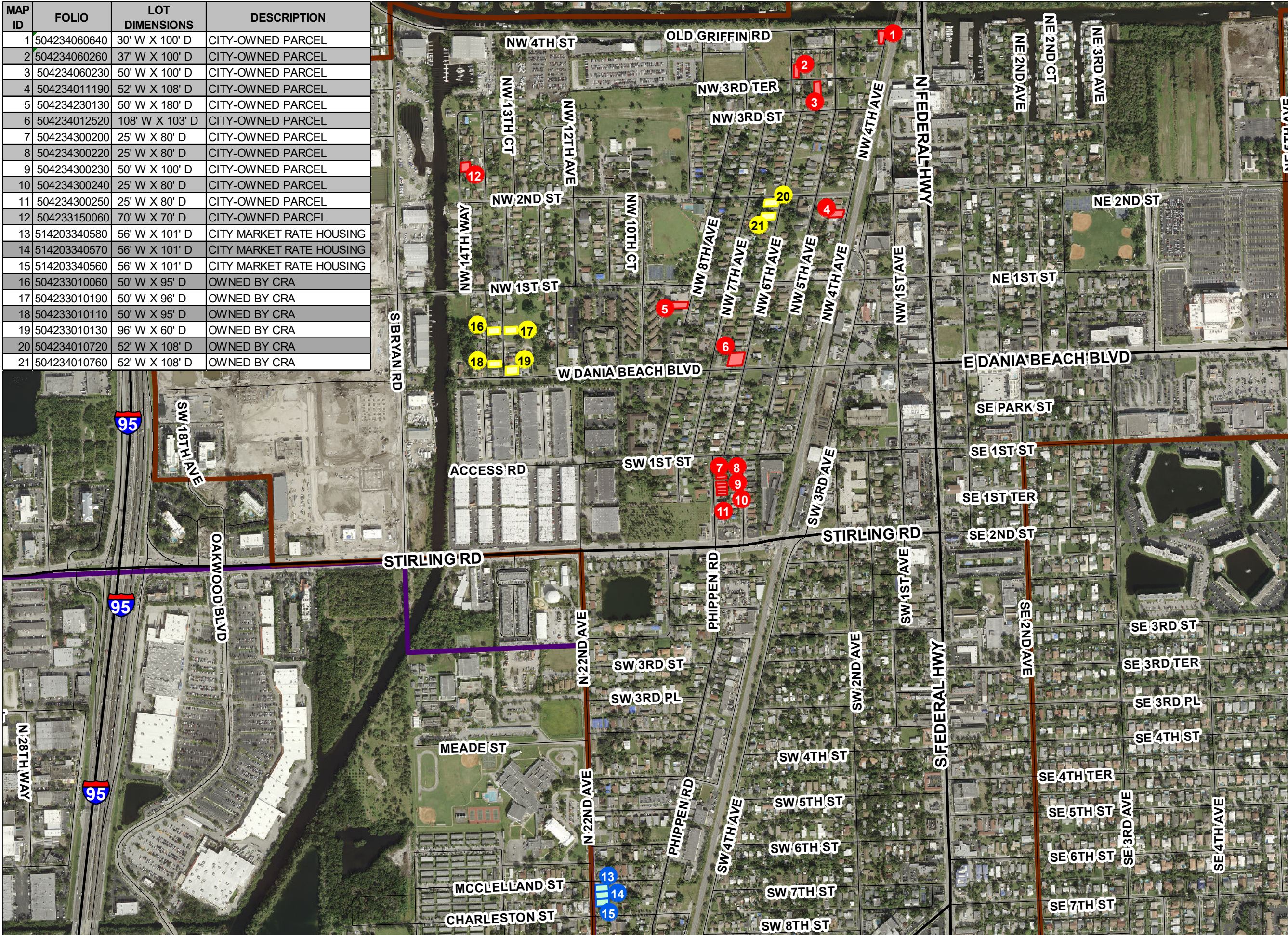
APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Attachment A: Property Description

	Site Address	Date Acquired by City	Folio Number	Zoning Designation	Area (AC)	Lot Dimensions	Clean Title (Y/N)	Structure (Y/N)	Buildable	Appraisal Value as of 10-26-2018
1	OLD GRIFFIN Rd	11/14/1995	504234060640	NBDHD-RES	0.10	30' W X 100' D	Y	N	Vacant; Buildable; May Require Variance	\$14,800.00
2	524 NW 3RD TER	9/20/2016	504234060260	NBHD-RES	0.09	37' W X 100' D	Y	N	Vacant; Buildable; May Require Variance	\$18,750.00
3	509-511 NW 3 RD TER	3/30/2012	504234060230	NBHD-RES	0.12	50' W X 100' D	N	Y	Multi-Family Development (Currently Duplex)	\$215,000.00
4	137 NW 4TH AVE	2/1/2013	504234011190	CC	0.12	52' W X 108' D	Y	N	Vacant: Buildable For Apartment, Live-Work And Commercial Or Mixed-Use	\$81,300.00
5	56 NW 8TH AVE	11/15/2002	504234230130	NBHD-RES	0.19	50' W X 180' D	Unknown	N	Vacant; Buildable; May Require Variance	\$49,000.00
6	608 W DANIA BEACH BLVD	6/5/2007	504234012520	NBHD-MU	0.25	108' W X 103' D	PENDING	N	Vacant; Corner Lot; Buildable For Multi-Family Residential, Mixed-Use And Commercial Use	\$108,500.00
7	PHIPPEN RD	10/6/2011	504234300200	NBHD-RES	0.05	25' W X 80' D	N	N	Vacant; Buildable; May Require Variance	\$12,000.00
8	PHIPPEN RD	9/20/2016	504234300220	NBHD-RES	0.05	25' W X 80' D	N	N	Vacant; Buildable; May Require Variance	\$12,000.00
9	PHIPPEN RD	3/30/2012	504234300230	NBHD-RES	0.05	25' W X 80' D	N	Y	Vacant; Buildable; May Require Variance	\$12,000.00
10	PHIPPEN RD	9/20/2016	504234300240	NBHD-MU	0.05	25' W X 80' D	Y	N	Vacant; Buildable; May Require Variance	\$12,000.00
11	PHIPPEN RD	9/20/2016	504234300250	NBHD-MU	0.05	25' W X 80' D	Y	N	Vacant; Buildable; May Require Variance	\$12,000.00
12	NW 14TH WAY	9/20/2016	504233150060	NBHD-RES	0.11	70' W X 70' D	Y	N	Vacant; Buildable; May Require Variance	\$39,200.00
Total					1.23					\$586,550.00

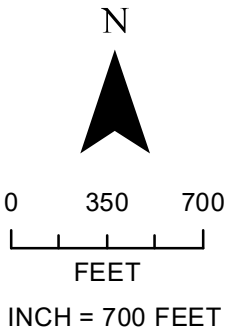
MAP ID	FOLIO	LOT DIMENSIONS	DESCRIPTION
1	504234060640	30' W X 100' D	CITY-OWNED PARCEL
2	504234060260	37' W X 100' D	CITY-OWNED PARCEL
3	504234060230	50' W X 100' D	CITY-OWNED PARCEL
4	504234011190	52' W X 108' D	CITY-OWNED PARCEL
5	504234230130	50' W X 180' D	CITY-OWNED PARCEL
6	504234012520	108' W X 103' D	CITY-OWNED PARCEL
7	504234300200	25' W X 80' D	CITY-OWNED PARCEL
8	504234300220	25' W X 80' D	CITY-OWNED PARCEL
9	504234300230	50' W X 100' D	CITY-OWNED PARCEL
10	504234300240	25' W X 80' D	CITY-OWNED PARCEL
11	504234300250	25' W X 80' D	CITY-OWNED PARCEL
12	504233150060	70' W X 70' D	CITY-OWNED PARCEL
13	514203340580	56' W X 101' D	CITY MARKET RATE HOUSING
14	514203340570	56' W X 101' D	CITY MARKET RATE HOUSING
15	514203340560	56' W X 101' D	CITY MARKET RATE HOUSING
16	504233010060	50' W X 95' D	OWNED BY CRA
17	504233010190	50' W X 96' D	OWNED BY CRA
18	504233010110	50' W X 95' D	OWNED BY CRA
19	504233010130	96' W X 60' D	OWNED BY CRA
20	504234010720	52' W X 108' D	OWNED BY CRA
21	504234010760	52' W X 108' D	OWNED BY CRA



CITY OF DANIA BEACH AND CRA OWNED LOTS IN CRA DISTRICT AREA MAP

LEGEND

- MAJOR ROADS
- LOCAL STREETS
- CITY LIMITS
- CRA BOUNDARY
- CITY/CRA OWNED PARCELS
 - AVAILABLE PARCELS
 - EXISTING CRA PARCELS
 - CITY MARKET RATE HOUSING PROJECT - SMITH CONVENIENCE STORE



NOTE: FOR PLANNING PURPOSES ONLY. AERIALS ARE 2017 TRUE COLOR.
SOURCES: FDOT, BROWARD COUNTY GIS, AND CITY OF DANIA BEACH

CITY OF DANIA BEACH CRA
100 W. DANIA BEACH BLVD.
DANIA BEACH, FL 33004
954-924-6801
WWW.DANIABEACHCRA.ORG



CITY OWNED PROPERTY FOR SURPLUS





Office of the City Manager

Date: November 8, 2018
To: Robert Baldwin, City Manager
From: Colin Donnelly, Assistant City Manager
Subject: Charitable Donations FY 2018-19

The City Commission will be considering donations to charitable organizations at the November 13, 2019 Commission Meeting. The back-up information for the charitable organizations is bulky and has already been provided to the City Commission.

A hard copy of the applications will be made available with public viewing agenda document.

The Charitable Donation Funding List FY 2018-19 is attached.

CITY OF DANIA BEACH CHARITABLE DONATION FUNDING LIST FY 2018-2019

Organization	Contact Person	Street Address	City State Zip	2015-2016 Donation Request	2015-2016 City Paid Donation	2016-2017 Donation Request	2016-2017 City Paid Donation	2017-2018 Donation Request	2017-2018 City Paid Donation	2018-2019 Donation Request	2018-2019 City Paid Donation
ADRC - Aging & Disability Resource Center of Broward County	Edith Lederberg, Executive Director	5300 Hixus Road	Sumter, FL 33351	\$ 21,486.00	\$ 9,500.00	\$ 18,240.00	\$ 9,500.00	\$ 17,975.00	\$ 6,370.00	\$ 18,736.00	
Family Central	Barbara-Aim Weinsten, President/CEO	840 SW 81st Avenue	Lauderdale, FL 33068	\$ 5,000.00	-	-	-	n/a	n/a	\$ 6,000.00	
Jubilee Center of South Broward	Joyce Curtis, Executive Director	2020 Scott Street	Hollywood, FL 33022	-	-	\$ 5,000.00	-	\$ 5,000.00	\$ 1,350.00	\$ 5,000.00	
Tamara James Foundation	Tamara James	255 NW 12th Avenue	Beach, FL 33004	\$ 10,000.00	\$ 1,500.00	\$ 10,000.00	\$ 1,500.00	\$ 10,000.00	\$ 2,730.00	\$ 10,000.00	
Women In Distress	Mary Riedel, President/CEO	PO Box 676 3363 W	Lauderdale, FL 33302	\$ 2,500.00	\$ 2,500.00	\$ 3,550.00	\$ 2,500.00	\$ 3,500.00	\$ 3,640.00	\$ 3,000.00	
American Cancer Society - Dania Beach Relay for Life	Jessica DeBlois	Commercial Blvd. Suite 100	Lauderdale, FL 33309	\$ 5,000.00	\$ 2,000.00	-	-	n/a	n/a	\$ -	
Friends of the Dania Beach Paul DenMaio Library - Assist in promotion & development of public library in DB	Linda Wilson, Secretary	1 Park Avenue East	Dania Beach, FL 33004	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,640.00	\$ 3,500.00	
Broward 2-1-1	Stephanie Pollard, Director Grants Manager Evans, CEO	250 NE 33rd Street	Oakland Park, FL 33022	\$ 10,000.00	\$ 2,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,500.00	\$ 1,820.00	\$ 2,500.00	
Broward Children's Center	Faye Wright-CEO	200 SE 19th Ave	Beach, FL 33040	\$ 10,000.00	\$ 3,000.00	\$ 10,000.00	\$ 3,000.00	\$ 10,000.00	\$ 2,730.00	\$ 7,000.00	
WELLS Foundation, Inc.	Alma Wright	800 NW 1st Ave	Beach, FL 33020	\$ -	\$ -	-	-	n/a	n/a	\$ -	
Liberia Economic & Social Development, Inc.	Henry L. Graham, Executive Director	3220 North 24th Ave	Hollywood, FL 33020	\$ -	\$ -	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00	\$ 1,820.00	\$ 4,500.00	
Prestige Club of SW Broward	Polly Wilkie, CEO/Founder	10400 Griffin Road, Suite 303c	City, FL 33328	\$ 7,000.00	\$ 3,000.00	\$ 15,000.00	\$ 3,000.00	\$ 10,000.00	\$ 3,640.00	\$ 8,000.00	
Hollywood Florida Scholarship Foundation	Pat Chukerman	PO Box 81761	Hollywood, FL 33081	\$ 5,000.00	\$ 3,000.00	\$ 5,000.00	\$ 3,000.00	\$ 5,000.00	\$ 2,730.00	\$ 5,000.00	
Broward Regional Health Planning Council, Inc (BRHPC)	Michael Delucia, President & CEO	200 Oakwood Lane, Suite 100	Hollywood, FL 33020-1929	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,000.00	\$ 15,000.00	\$ 2,730.00	-	
St. Luke Lodge #530	Aaron Griffin	2207 Forrest Street	Hollywood, FL 33020	\$Open	\$ -	-	-	n/a	n/a	\$ -	
Junior Achievement of South Florida JA World Huizenga Ctr at Broward College	Laure Sallatino, CEO	1130 Coconut Creek Blvd	Coconut Creek, FL 33312	n/a	n/a	\$ 11,100.00	-	\$ 9,200.00	-	\$ 3,380.00	
House of Hope, Inc	Ed Cortey, BA Development Mgr	908 SW 1st St	Ft. Land	n/a	n/a	\$ 2,500.00	-	\$ 2,500.00	-	\$ 2,500.00	
Go Green Kids World, Inc	Charlene Alvarez, Director	580SE 13th St	Sumter, FL 33351	n/a	n/a	\$ 2,000.00	-	n/a	n/a	\$ -	
For the Love of our Nation Corp	Orryll Dwyer	618 N 24th Ave	Hollywood, FL 33020	n/a	n/a	\$ 23,263.35	\$ 1,000.00	\$ 25,000.00	\$ 1,800.00	\$ -	
Center for Hearing and Communication	Margaret Brown, Regional	2900 W Cypress Creek Road	Ft Land FL 33309	-	-	-	-	\$ 1,480.00	-	\$ -	
Early Learning Coalition of Broward	Christina Klima	6301 NW 5 Way Suite 3400	Ft Land FL 33309							\$ 15,000.00	
Royal Palm Chapter #121	Anthony S. Graham	1121 NW 5 St.	Ft Land FL 33311	-	-	-	-	-	-	\$ 2,000.00	
10/2/2018				\$84,486.00	\$35,000.00	\$129,153.35	\$35,000.00	\$125,655.00	\$ 35,000.00	\$ 96,116.00	\$ 35,000.00



CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: November 13, 2018

TO: Honorable Mayor and Commissioners

THRU: Robert Baldwin, City Manager

FROM: Eric Brown, Director

SUBJECT: FY2019 Approved Positions

During the September budget hearings Parks and Recreation received approved funding for three new positions in FY19: two part-time Park Rangers, and one part-time Recreation Assistant. The Commission also added an additional 50,000 in funding and afforded me time, as the new Director, to evaluate the Department's needs and come back to the Commission for any new recommendations.

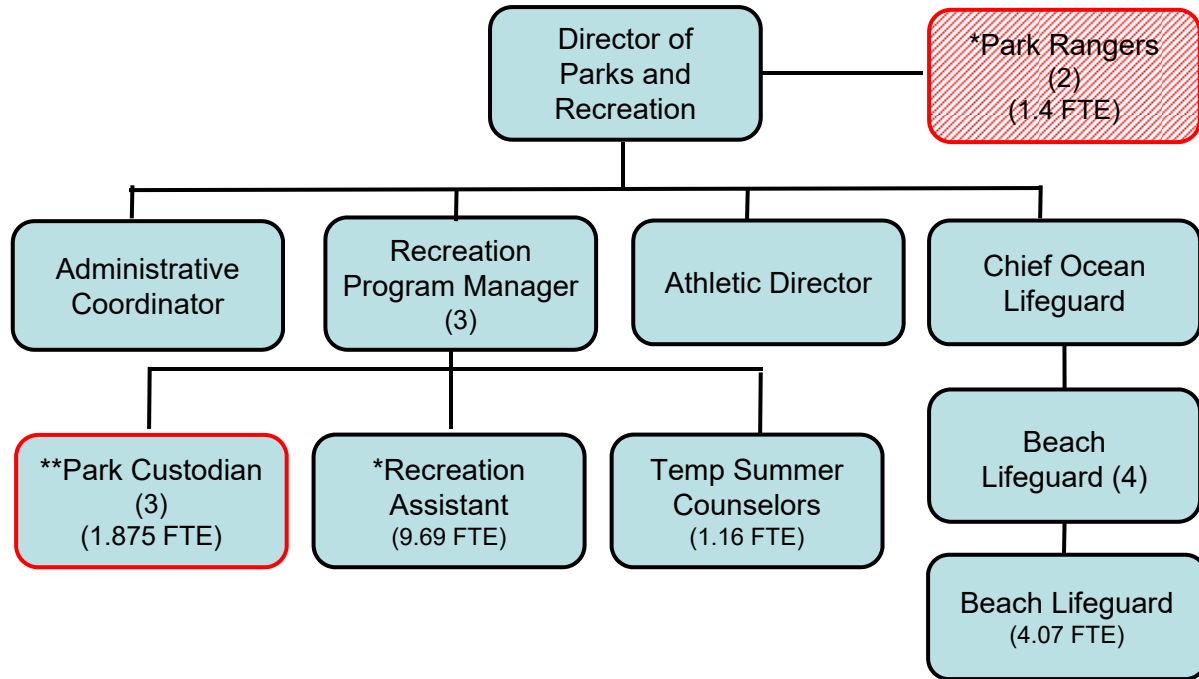
After careful evaluation, Parks and Recreation is recommending the two Park Rangers be eliminated and the funding be utilized for three part-time "Parks Custodians". These positions will perform janitorial and semi-skilled duties in the maintenance at each of the regional recreation facilities: CW Thomas Park, Frost Park and PJ Meli Park.

Employees in this classification are responsible for custodial maintenance and care of a single building complex or a variety of geographically separated buildings and facilities/Parks. With hours subject to variation depending on area of assignment. These part-time positions will be working 23 to 25 hours per week. The Parks and Recreation Department will come back to commission mid-year, to discuss a fourth position base on funding that's left over.

Parks & Recreation will continue to recruit for the part-time Recreation Assistant as planned.

Parks and Recreation recommends approval.

Recreation FY 2018 – 2019



* 2 New Park Ranger positions part-time – removed from budget

** 3 Park Custodian positions part-time – added to budget

FY 2018/19 Approved 18/19 Revised

Staff Admin -	17.09	18.04
Counselors -	1.16	1.16
Beach -	<u>9.07</u>	<u>9.07</u>
Total	27.32	27.32



CITY OF DANIA BEACH

FY 2019

Program Modification Form

Department Information

Department: 7201 Recreation Administration

Fund 1: General	% 100
Fund 2: General	% 100
Fund 3: General	% 100
Fund 4:	%

Total Impact

\$0

Detail Description of Operations/Level of Service Being Affected

The Parks and Recreation Director would like to add three (3) New Positions. "Parks Custodian" These positions will Perform janitorial and semi-skilled duties in the maintenance of City-owned and operated buildings and/or facilities. Employees in this classification are responsible for custodial maintenance and care of a single building complex or a variety of geographically separated buildings and facilities, with hours subject to variation depending on area of assignment.

The Parks department will place one (1) Custodian at each of the Recreation Facilities, CW Thomas, Frost Park and PJ Meli Park.

These are Part-Time Positions, each position working 23 to 25 hours a week

Personnel: GENERAL

Description of Personnel Change : Parks Custodian

Salary	FICA	Medicare	Pension	Insurance	W Comp	Salary Total
\$62,953	\$3,903	\$913	\$6,333	\$	\$2,934	\$77,036

Expenditure:

Line Item	Description of Request	Cost
	Less 2 Park Rangers - Approved in FY 18-19	-66,467
	Addt'l Funding Approved by Commission FY 18-19	-10,569
	NO BUDGETARY IMPACT FOR FY 2018-2019	

Revenue:

Total: \$0

Line Item	Description of Funding	Amount

Total: \$0

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Discussion

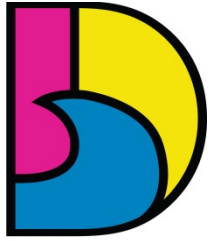
Continued from:

Requested Action (Identify appropriate Action or Motion)		
Motion to approve 2019 City Commission meeting dates.		

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
2019 City Commission Meeting Dates - MEMO, 2019 City Commission Meeting Dates



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
OFFICE OF THE CITY CLERK**

MEMORANDUM

DATE: November 13, 2018
TO: Mayor and City Commission
CC: Robert Baldwin, City Manager
FROM: Thomas Schneider, City Clerk
SUBJECT: 2019 City Commission Meeting Dates

Attached for your review and approval are the City Commission meeting dates for 2019.

As you are aware, the City Commission meetings are the second and fourth Tuesday of every month.

This year, there are five major holidays that impact City Commission meeting dates, as follows:

City Commission Meeting Date

Holidays

April 23, 2019

Passover – April 20-27, 2019

October 8, 2019

Yom Kippur – October 9, 2019
(begins at sundown on October 8)

November 26, 2019

Thanksgiving Holiday – November 28-29, 2019

December 24, 2019

Hanukkah – December 23-30, 2019
Christmas Holiday – December 24-25, 2019

**CITY OF DANIA BEACH
CITY COMMISSION MEETING DATES
JANUARY 2019 – DECEMBER 2019**

City Commission Meeting Date Tuesday – 7:00 p.m.	**Holidays**
January 8, 2019	
January 22, 2019	MLK Day Holiday – Monday, January 21, 2019
February 12, 2019	
February 26, 2019	
March 12, 2019	
March 26, 2019	
April 9, 2019	
April 23, 2019	Passover – April 20-27, 2019
May 14, 2019	
May 28, 2019	Memorial Day Holiday – Monday, May 27, 2019
June 11, 2019	
June 25, 2019	
July 9, 2019	
July 23, 2019	
August 13, 2019	
August 27, 2019	
September 10, 2019	
September 24, 2019	
October 8, 2019	Yom Kippur – Wednesday, October 9, 2019 (begins at sundown Tuesday, October 8, 2019)
October 22, 2019	
November 12, 2019	Veterans Day Holiday - Monday, November 11, 2019
November 26, 2019	Thanksgiving Holiday – Thursday-Friday, November 28- 29, 2019
December 10, 2019	
December 24, 2019	Christmas Holiday – Tuesday- Wednesday, December 24-25, 2019 Hanukkah – December 23-30, 2019