

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, FEBRUARY 12, 2019 - 7:00 PM

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

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

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

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

- 1. Presentation by Principal Valerie Harris, Olsen Middle School, on the Magnet Program with South Broward High School
- 2. Update on Broward Reads by Dr. Tia Major, Community Liaison
- 3. Special Event Request from the Marine Industries Association of South Florida for their "42nd Annual Broward County Waterway Cleanup" to be held on March 2, 2019, from 9:00 a.m. - 1:00 p.m. This event will be held in various locations around Dania Beach such as Dania Beach Pier/Marina, Secret Woods Nature Center, Harbour Towne Marina and Dr. Von D. Mizell-Eula Johnson State Park. The applicant is also requesting the following: a Special Event fee waiver of \$150.00, waiver of parking fees for volunteers, and for the City to provide dumpsters for all cleanup sites.
- 4. Special Event request by Dolphins Cycling Challenge, Inc. for the annual Miami Dolphins Charity Bike Ride Cancer Challenge to be held April 6, 2019, beginning and ending at the Hard Rock Stadium, 347 Don Shula Drive, Miami Gardens, Florida from 8:15 a.m. - 12:00 p.m.
- 5. Special Event request from The Field Irish Pub and Eatery, 3281 Griffin Road, for their annual St. Patrick's Day Celebration to be held on March 17, 2019 from 11:00 a.m. - 11:00 p.m. The applicant is also requesting a road closure on Griffin Road, fence,

temporary signage, and BSO Detail.

4. PROCLAMATIONS

1. Eating Disorders Awareness Week - Sharon Glynn, Director of Operations, The Alliance for Eating Disorders Awareness
2. Black History Month - Commissioner James

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 January 22, 2019 City Commission Meeting

Approve Minutes of January 28, 2019 Workshop - City Manager Candidate Selection

2. Travel Requests:

Request from Commissioner Bill Harris to attend the MPO Safe Streets Summit 2019 in Miami, Florida, on February 24-26, 2019 (Estimated cost \$613.54)

Request from Brad Kaine, Public Services Director, to attend the American Public Works Association (APWA) Florida Chapter 2019 Public Works Expo in Daytona Beach, Florida, on April 14-19, 2019 (Estimated cost \$1,077.80)

Request from Adam Segal, Assistant Finance Director, to attend the Government Finance Officers Association (GFOA) Annual Conference in Los Angeles, California, on May 18-22, 2019 (Estimated cost \$2,277.90)

3. RESOLUTION NO. 2019-013

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO PROCEED WITH ADVERTISEMENT FOR BIDS FOR CONSTRUCTION OF THE TRANSPORTATION IMPROVEMENTS CONTEMPLATED IN THE LOCAL AGENCY PROGRAM ("LAP") AGREEMENT BETWEEN THE CITY OF DANIA

BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) FOR THE PROJECT NAMED “DANIA BEACH CITYWIDE IMPROVEMENTS OF VARIOUS LOCATIONS”; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2019-014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS TO AMEND THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES IN BROWARD COUNTY, TO PROVIDE THAT THE MUNICIPALITIES’ ALLOCATED SHARE OF NO LESS THAN TEN PERCENT OF THE PROCEEDS OF THE TRANSPORTATION SURTAX WILL BE DISTRIBUTED TO THE MUNICIPALITIES PRO RATA BASED UPON POPULATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2019-017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A WATER METERING AND TRAFFICWAY ILLUMINATION AGREEMENT WITH DANIA LIVE 1748, LLC RELATED TO THE DANIA POINTE DEVELOPMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2019-015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A BID AWARD TO BE GRANTED TO JEFF ELLIS & ASSOCIATES, INC., A TEXAS CORPORATION D/B/A JEFF ELLIS MANAGEMENT, LLC, A FOREIGN CORPORATION AUTHORIZED TO DO BUSINESS IN FLORIDA, FOR LIFEGUARD, OPERATION AND MAINTENANCE SERVICES FOR THE C.W. THOMAS PARK POOL AND THE P.J. MELI AQUATIC COMPLEX; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AQUATIC FACILITIES MANAGEMENT AGREEMENT FOR PROFESSIONAL AQUATIC FACILITIES MANAGEMENT WITH JEFF ELLIS MANAGEMENT LLC, FOR A TOTAL AMOUNT NOT TO EXCEED THREE HUNDRED TWENTY ONE THOUSAND FOUR HUNDRED FORTY TWO DOLLARS (\$321,442.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

9. PUBLIC HEARINGS

1. RESOLUTION NO. 2019-016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-80-18) SUBMITTED BY DANIA LIVE 1748, LLC FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF STIRLING ROAD BETWEEN BRYAN ROAD AND INTERSTATE 95 WITHIN THE CITY OF DANIA BEACH, FLORIDA, ASLEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

10. DISCUSSION AND POSSIBLE ACTION

1. Update on Vacation Rental matters - Commissioner Harris
2. City’s social media presence - Vice Mayor Odman
3. Solar powered trash compactors - Mayor Lewellen
4. Super Bowl LIV – Miami - Mayor Lewellen
5. Draft policy for volunteers and interns – Assistant City Manager Donnelly
6. 2019 Legislative Agenda – Assistant City Manager Donnelly

11. COMMISSION COMMENTS

1. Commissioner Brandimarte
2. Commissioner Harris
3. Commissioner James
4. Vice-Mayor Odman
5. Mayor Lewellen

12. APPOINTMENTS

1. Airport Advisory Board
Vice-Mayor Odman - 2 appointments
Commissioner Harris - 2 appointments
Commissioner James - 2 appointments

2. Education Advisory Board
Vice-Mayor Odman - 1 appointment
3. Green Advisory Board
Vice-Mayor Odman - 1 appointment
Commissioner Brandimarte - 1 appointment
4. Marine Advisory Board
Vice-Mayor Odman - 1 appointment
Commissioner Brandimarte - 1 appointment
Commissioner James - 1 appointment
5. Parks, Recreation and Community Affairs Advisory Board
Vice-Mayor Odman - 2 appointments
Commissioner Brandimarte - 1 appointment
Commissioner James - 1 appointment

13. ADMINISTRATIVE REPORTS

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

Wednesday, February 13, 2019 - 9:45 a.m.
Tuesday, February 26, 2019 - 7:00 p.m.
Tuesday, March 12, 2019 - 5:30 p.m.
Tuesday, March 12, 2019 - 7:00 p.m.

Workshop - City Manager Interviews
City Commission 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 from the Marine Industries Association of South Florida for their "42nd Annual Broward County Waterway Cleanup" to be held on March 2, 2019, from 9:00 a.m. - 1:00 p.m. This event will be held in various locations around Dania Beach such as Dania Beach Pier/Marina, Secret Woods Nature Center, Harbour Towne Marina and Dr. Von D. Mizell-Eula Johnson State Park. The applicant is also requesting the following: a Special Event fee waiver of \$150.00, waiver of parking fees for volunteers, and for the City to provide dumpsters for all cleanup sites.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo to CM - Waterway Cleanup, Special Events Application - 42nd Annual BC Waterway Cleanup, Parking-Pass, Fire Marshal Report



CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

TO: Colin Donnelly, Assistant City Manager

FROM: Eric Brown, Parks & Recreation Director

DATE: January 29, 2019

SUBJECT: 42nd Annual Broward County Waterway Cleanup

EVENT(S): March 2, 2019

A Special Event is requested by the Marine Industries Association of South Florida to have their 42nd Annual Broward County Waterway Cleanup. The requested event will be held on March 2, 2019 from 9:00 a.m. to 1:00 p.m. in Dania Beach. This will be a volunteer cleanup to remove trash and debris from Broward County waterways.

The applicant is requesting the following:

1. Dumpsters for the following sites:
 - a) Pier/Marina
 - b) Dr. Von D. Mizell-Eula Johnson State Park
 - c) Secret Woods Nature Center
 - d) Harbour Towne Marina
2. Parking and permit fees waived for all volunteers.

Applicant will pay for necessary services recommended below.

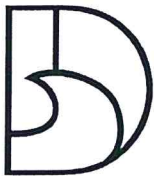
Recommendation: Approval with the compliance of the conditions noted below:

Staff	Comments/Conditions	
BSO Fire Dept. -Fire Prevention Officer Dunckell	<i>Please see attached Fire Marshal review.</i> No concerns raised.	
BSO Police Dept. -Lt. Stallings	No concerns raised.	
Code Enforcement -Eric Walton	No concerns raised.	
Community Dev. - Jack Fisher	No concerns raised.	

Community Dev. -Corinne Lajoie	No concerns raised.	
City Attorney -Tom Ansbro	No concerns raised.	
HR/Risk Mgmt. - Paula Morrell	No concerns raised.	
Parks & Recreation –Eric Brown	No concerns raised.	
Public Services –Brad Kaine	In order to facilitate the applicant’s request for trash dumpster service at all four (4) locations, Public Services requests the following: Site plan or aerial maps of all four (4) locations indicating the requested location of the dumpster on site.	

Colin Donnelly, Assistant City Manager

CC: Paula Morrell, Human Resources Director



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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: 42nd Annual Broward County Waterway Cleanup

*Brief Description of the Event: Annual waterway cleanup removing trash & debris from Broward
waterways through grassroots efforts & city partnerships

Address/Location of Event: Dania Beach Pier/Marina, Secret Woods, HarborTaine Marina, & Mizell-Johnson
Park

Event Coordinator: Nicole Hoekstra

Telephone #1: 954-524-2733 E-mail Address: nicole@miastf.org

Telephone #2: 954-326-0677 Fax: 954-626-0830

Additional Contact Person for the Event: Patience Cohn

Telephone #1: 954-524-2733 E-mail Address: patience@miastf.org

Telephone #2: 954-826-8359 Fax: 954-626-0830

Organization or Sponsor of Event: Marine Industries Association of South Florida

Address: 221 SW 3rd Avenue

City, State, Zip Code: Ft. Lauderdale, FL 33312

Telephone: 954-524-2733 Fax: 954-626-0830 Cell: —

Is this a Non-Profit Organization? ☒ Yes ☐ No Tax ID #: 59-1172985

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

Marine Industries Association of South Florida

Date of Incorporation: 1967 State of Incorporation: FL

Federal ID #: 59-1172985

Authorizing Official for the Organization: Phil Porcell, CEO/President

Telephone #1: 954-524-2733 E-mail Address: phil@miastf.org

Telephone #2: —

Authorizing Official for the Organization: —

Telephone #1: _____ E-mail Address: _____

Telephone #2: _____

*Property Owner: City of Dana Beach / State of Florida

***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: various cities in Broward County

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

Number of Expected Daily Attendants: _____ (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
Saturday	March 2nd	9:00 am	1:00 pm	4

Anticipated Date and Time to Begin Set-Up: 3/2/19 at 8:00 am

Anticipated Date and Time for Completion of Break-Down: 3/2/19 at 2 pm

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

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

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

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

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

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

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

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

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

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

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

*Will electricity be required for this event?

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

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

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

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

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

Please specify the hours of entertainment:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS

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

*Please note Fire Extinguisher Requirement in the next question.

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

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

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

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

Please specify: _____

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

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

*Will any type of cooking appliances be used by either the Sponsor of the Event or any of its vendors? ☐ 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? ☒ 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: provide dumpsters at all sites, waive permit fees & parking fees for volunteers at event.

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.

Patience Cohn
Signature of Applicant

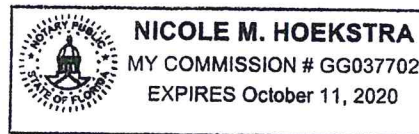
Industry Liaison
Title

Patience Cohn
Print name of Applicant

1/2/19
Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on January 2, 2019.
by Patience Cohn, who is personally known to me, or, if not, such person produced the
following form of identification: _____.



NOTARY PUBLIC

My Commission expires: October 11, 2020

My Commission number: GG 03 7702



I'm Here to Volunteer
March 2, 2019 8:30am - 1:30pm



I'm Here to Volunteer
March 2, 2019 8:30am - 1:30pm



I'm Here to Volunteer
March 2, 2019 8:30am - 1:30pm



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: 42nd Annual Broward County Waterway Cleanup

Event Date(s): March 2nd, 2019 9:00am – 1:00pm

Event Location: Throughout Dania Beach

Event Reviewed By: Brett Dunckel

Date of Review: 1/22/19

☒ 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.
- NOTE:** A licensed propane vendor capable of testing propane gas systems of food vendors must be on site during fire inspection. The propane vendor will be required to test and approve propane gas systems of food vendors. Food vendors who are not tested and approved by the propane vendor and approved by the fire inspector will not be allowed to utilize any propane fueled devices. The event applicant is responsible for the coordination and costs of required propane vendor.
- ☐ **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:**

INSPECTION AND/OR DETAIL REQUIREMENTS

Pre-Event Inspections Required:

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

TYPE OF INSPECTION REQUIRED:

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

Fire Inspector Stand-By Detail Required:

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

Operational Detail Required:

☒ NO ☐ YES
Type: _____
Dates & Times: _____

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

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event request by Dolphins Cycling Challenge, Inc. for the annual Miami Dolphins Charity Bike Ride Cancer Challenge to be held April 6, 2019, beginning and ending at the Hard Rock Stadium, 347 Don Shula Drive, Miami Gardens, Florida from 8:15 a.m. - 12:00 p.m.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to CM - Dolphin's Cancer Challenge, Special Events Application - Dolphins Cancer Challenge, Dania Beach Route, Fire Marshal Report



CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

TO: Colin Donnelly, Assistant City Manager

FROM: Eric Brown, Parks & Recreation Director

DATE: January 29, 2019

SUBJECT: 2019 Dolphin's Cancer Challenge

EVENT(S): April 6, 2019

A Special Event is requested by the Miami Dolphins for the Annual Dolphin's Cancer Challenge which is a charity bike ride to raise money for cancer research on April 6, 2019. The requested event starts and ends at the Hard Rock Stadium located at 347 Don Shula Dr., Miami Gardens, FL 33056 from 8:15 a.m. to 12:00 p.m. The bike route is attached.

Applicant will pay for necessary services recommended below.

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

Staff	Comments/Conditions	
BSO Fire Dept. -Fire Prevention Officer Dunckell	<i>Please see attached Fire Marshal review.</i>	
BSO Police Dept. -Lt. Stallings	The Special Detail will be handled by BSO Regional Traffic and Deputies from around the County. The Deputies will be placed at various traffic posts/positions within the cycling route.	
Code Enforcement -Eric Walton	No concerns raised.	
Community Dev. - Jack Fisher	Building permits are not required for this event.	
Community Dev. -Corinne Lajoie	No concerns raised.	
City Attorney -Tom Ansbro	No concerns raised.	
HR/Risk Mgmt. - Paula Morrell	No concerns raised. Need COI's.	
Parks & Recreation -Eric Brown	No concerns raised.	
Public Services -Brad Kaine	No concerns raised.	

Colin Donnelly, Assistant City Manager

CC: Paula Morrell, Human Resources Director



City of Dania Beach
Parks and Recreation Department
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6800
(954) 921-2604 FAX

SPECIAL EVENTS REQUEST
Application on Public or Private Property

To Whom It May Concern:

This application and all its requirements are to be completed and complied with by anyone wishing to utilize public or private property in the City of Dania Beach for a special event **regardless of whether or not the event has been held in the past.** This application process has been designed to ensure the safety and protection of all involved, to include the City of Dania Beach, the host of the event, and all attendees. Please complete the enclosed application, provide all requested attachments and submit it to the City of Dania Beach, Parks & Recreation Offices, Attention: Antoine Johnson. **Incomplete applications will be returned.**

The completed application, including all attachments, must be received **AND ALL REQUIREMENTS SET FORTH BY THE CITY OF DANIA BEACH MUST BE MET 60 days prior** to scheduling any special event, including payment of all appropriate fees (see attached). This timeframe is required to ensure proper placement on the City Commission agenda for approval in time for the event. **Failure to comply with the required 60 day timeframe and payment requirements will result in denial of your application.**

Section 33-44 of the City of Dania Beach requires outdoor shows and special events to be reviewed and approved by the City Commissioners [as an agenda item on the next available meeting at 7:00 p.m. Please plan to attend.]

The operation of any type of traveling circus, carnival, outdoor show and like amusements of a transient nature in the city shall be governed by the following provisions:

- (1) Traveling circuses, carnivals, outdoor shows, amusement parks, devices and exhibitions, and all such operations, avocations or businesses operating under tents or in temporary buildings or structures shall not be permitted in the city except upon approval of the chief of police and city commission.
- (2) Nothing herein contained is intended to apply to local shows or amusements held in theaters, auditoriums or permanent buildings in the city. Further, nothing herein contained is intended to apply to any amusement park established in the city on a permanent basis prior to the effective date of this chapter and located in an AP district. Specifically, without limitation on the foregoing, this section shall apply to traveling shows, carnivals, fairs, exhibitions and the like which are transient in nature and which operate only for temporary periods.



DANIA BEACH
SEA IT LIVE IT LOVE IT.

City of Dania Beach

100 West Dania Beach Blvd., Dania Beach, FL 33004
SPECIAL EVENTS APPLICATION – WEDDING

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:

Dolphins Cancer Challenge, Saturday April 6th, 2019, 8:15am-12:00pm

*Brief Description of the Event:

Charity bike ride to raise money for cancer research

Address/Location of Event: Starts/Ends at 347 Don Shula Dr. Miami Gardens, FL 33056

Event Coordinator: Wyatt Blatt

Telephone #1: 305-943-1514

E-mail Address: WBlatt@Dolphins.com

Telephone #2: _____

Fax: _____

Additional Contact Person for the Event:

Will Leahy

Telephone #1: 305-943-6315

E-mail Address: WLeahy@Dolphins.com

Telephone #2: _____

Fax: _____

*Property Owner:

N/A

Will any portion of this event take place on Public or City Property?

☒ Yes

☐ No

Is the event to take place:

☐ Indoors

☒ Outdoors

☐ Both

Number of Expected Daily Attendants: 300

(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
<u>Saturday</u>	<u>4/6/19</u>	<u>8:15am</u>	<u>12:00pm</u>	<u>3.75</u>

Anticipated Date and Time to Begin Set-Up: _____

Anticipated Date and Time for Completion of Break-Down: 12:00 PM

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

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

*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.

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 fire prevention bureau.

***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: _____

***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 Code Enforcement, (954)924-6810.

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

If yes, please explain: _____

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

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

A Fire-Watch may be imposed depending on the type of event, number of persons present and/or 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 and/or fire inspector:

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, an 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, Workers' 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.

Wyatt Blatt
Signature of Applicant

Operations Assistant
Title

Wyatt Blatt
Print name of Applicant

1/16/19
Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on 1/16/19,
2019.

by Wyatt Blatt, who is personally known to me, or, if not, such person produced
the

following form of identification: _____.



NOTARY PUBLIC Heidi B. Alfassa
My Commission expires: 2-1-21
My Commission number: GG037948

SPECIAL EVENT APPLICATION / PERMIT FEES

\$100.00 Beach Weddings

\$150.00 All Other Events

\$280.00 Special Events Involving Fire Inspections

\$100.00 Private Parties (over 26 participants)

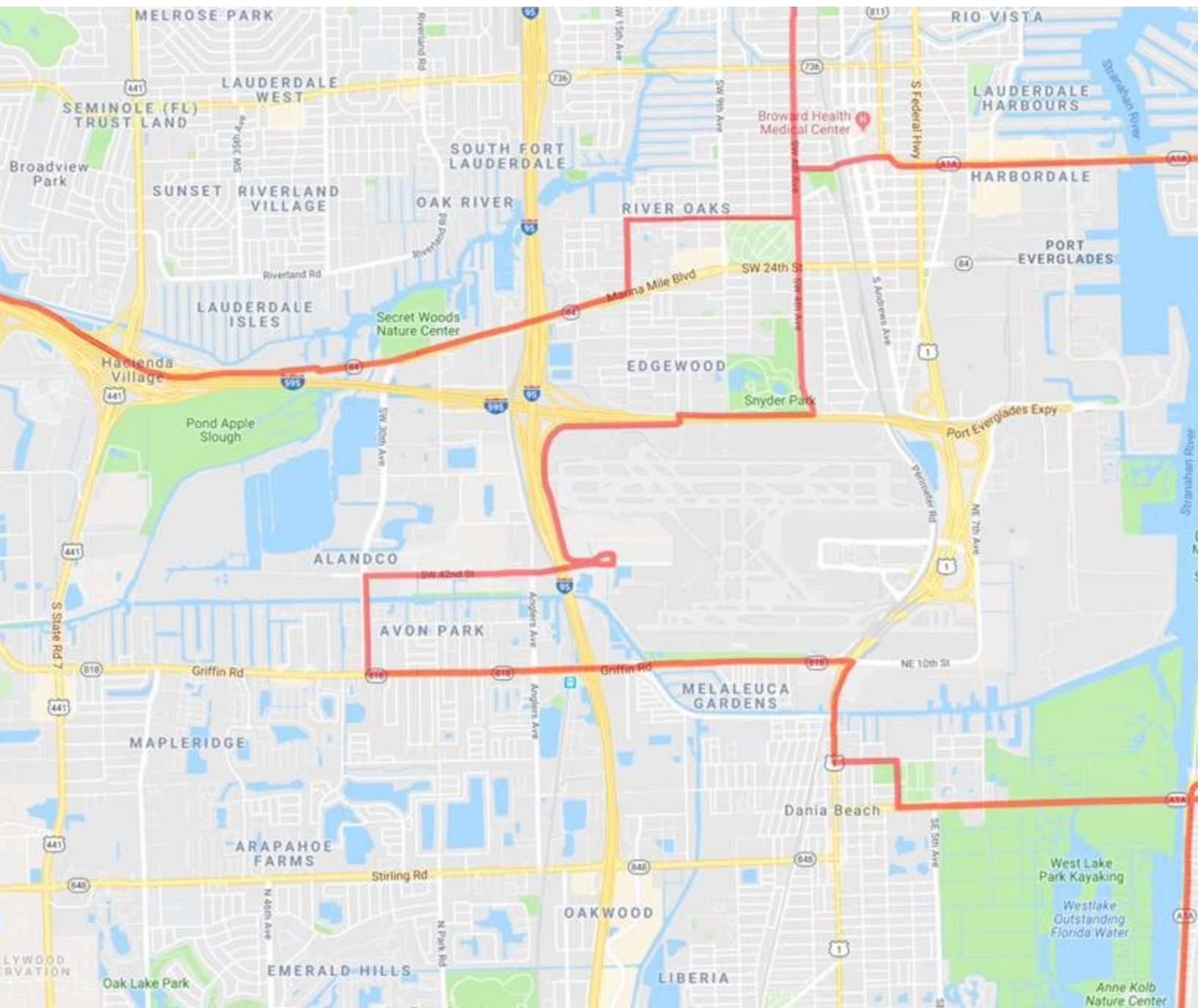
\$50.00 Small Parties (under 25 participants)

Special events requiring the use of Broward Sheriff's Office shall require advance payment of the applicable special detail rate.

Special Events requiring the use of personnel from the Fire Department or the use of City Lifeguards shall require advance payment of the applicable overtime rate.

A late fee of \$75.00 will be assessed for any application that is received by the City sixty (60) days or less before the date (or starting date) of the event.

Rental rates are subject to the applicable 6% sales tax.





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: Dolphins Cancer Challenge

Event Date(s): April 6, 2019

Event Location: Throughout Dania Beach

Event Reviewed By: Brett Dunckel

Date of Review: 1/22/19

☒ 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.
- NOTE:** A licensed propane vendor capable of testing propane gas systems of food vendors must be on site during fire inspection. The propane vendor will be required to test and approve propane gas systems of food vendors. Food vendors who are not tested and approved by the propane vendor and approved by the fire inspector will not be allowed to utilize any propane fueled devices. The event applicant is responsible for the coordination and costs of required propane vendor.
- ☐ **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:**

INSPECTION AND/OR DETAIL REQUIREMENTS

Pre-Event Inspections Required:

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

TYPE OF INSPECTION REQUIRED:

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

Fire Inspector Stand-By Detail Required:

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

Operational Detail Required:

☒ NO ☐ YES
Type: _____
Dates & Times: _____

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

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event request from The Field Irish Pub and Eatery, 3281 Griffin Road, for their annual St. Patrick's Day Celebration to be held on March 17, 2019 from 11:00 a.m. - 11:00 p.m. The applicant is also requesting a road closure on Griffin Road, fence, temporary signage, and BSO Detail.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to CM - St. Patrick's Day Celebration, St Pats Day PermitApp- Revised, Fire Marshal Report, Permission_Letter_for_St._Patricks_Day 2017 signed, The field permission Dania Beach 2017 final (1), Permission_Letter_for_St._Patricks_Day 2018



CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

TO: Colin Donnelly, Assistant City Manager

FROM: Eric Brown, Parks & Recreation Director

DATE: January 29, 2019

SUBJECT: St. Patrick's Day Celebration

EVENT(S): March 17, 2019

A Special Event is requested by The Field Irish Pub and Eatery to have a "St. Patrick's Day Celebration" on Sunday, March 17, 2019. The requested event will be held at The Field Irish Pub and Eatery located at 3281 Griffin Road from 11:00 a.m. to 11:00 p.m.

The applicant is requesting the following:

1. Road closure on Griffin Road
2. Fence
3. Temporary Signage
4. BSO Detail
5. Permits

Applicant will pay for necessary services recommended below.

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

Staff	Comments/Conditions	
BSO Fire Dept. -Fire Prevention Officer Dunckell	<i>See attached Fire Review</i>	
BSO Police Dept. -Lt. Stallings	The applicant must: Provide staffing for an off-duty detail (one (1) Supervisor and six (6) Deputies) who will work to midnight; last year staffing was two (2) deputies from 11 am – 12 am and four (4) deputies from 3 pm – 12:00am; Get approval from FDOT to close the traffic lane on Griffin Road; Provide traffic cones and/or barricades to be	

	placed out on Griffin Road for the lane closure; and Must provide sign board/ message board to inform motorists of the lane closure. Must complete a new off –duty detail permit application with the Broward Sheriff's Office.	
Code Enforcement -Eric Walton	No concerns raised.	
Community Dev. - Jack Fisher	Building, Electrical, and Plumbing permits required for this event.	
Community Dev. -Corinne Lajoie	Please have applicant to identify the number of attendees on the first page of the application. Please also have the applicant to identify the following: Location of parking; Distance of parking from the site; Safe pedestrian routes from parking to the site; and Letters of consent from the property owners authorizing the Field to use their property for parking.	
City Attorney -Tom Ansbro	No concerns raised.	
HR/Risk Mgmt. - Paula Morrell	No concerns raised. Need COI's.	
Parks & Recreation –Eric Brown	No concerns raised.	
Public Services –Brad Kaine	No concerns raised.	

Colin Donnelly, Assistant City Manager

CC: Paula Morrell, Human Resources Director



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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:

St Patrick's Day Celebration, Sunday March 17th 2019 - 11am

*Brief Description of the Event:

Celebration of Irish Heritage - Irish Music - Irish Dance -Traditional Food and Beverages

Address/Location of Event: 3281 Griffin Road, Dania Beach Fl, 33312

Event Coordinator: Alan Craig

Telephone #1: 954 964 5979

E-mail Address: hello@thefieldfl.com

Telephone #2: 954 439 0848

Fax: 954 989 9834

Additional Contact Person for the Event: Hilary Joyalle

Telephone #1: 954 964 5979

E-mail Address: hello@thefieldfl.com

Telephone #2: 954 995 4297

Fax: 954 989 9834

Organization or Sponsor of Event: The Field Irish Pub and Eatery

Address: 3281 Griffin Road

City, State, Zip Code: Dania Beach Florida 33312

Telephone: 954 964 5979

Fax: 954 989 9834

Cell: 954 439 0848

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

Tax ID #: 65 -1085746

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

3281 Company Inc

Date of Incorporation: 2001

State of Incorporation: Florida

Federal ID #: 65 - 1085746

Authorizing Official for the Organization: Alan Craig

Telephone #1: 954 964 5979

E-mail Address: hello@thefieldfl.com

Telephone #2: 954 439 0848

Authorizing Official for the Organization: Alan Craig, Hilary Joyalle



City of Dania Beach
Parks and Recreation Department
100 West Dania Beach Blvd.
Dania Beach, FL 33004
(954) 924-6800
(954) 924-6813 FAX

SPECIAL EVENTS REQUEST
Application on Public or Private Property

To Whom It May Concern:

Please be advised that starting May 1, 2006 this application and all its requirements are to be completed and complied with by anyone wishing to utilize public or private property in the City of Dania Beach for a special event **regardless of whether or not the event has been held in the past.** This application process has been designed to ensure the safety and protection of all involved, to include the City of Dania Beach, the host of the event, and all attendees. Please complete the enclosed application, provide all requested attachments and submit it to the City of Dania Beach, Parks & Recreation Offices, Attention: Martha Riguro. **Incomplete applications will be returned.**

The completed application, including all attachments, must be received **AND ALL REQUIREMENTS SET FORTH BY THE CITY OF DANIA BEACH MUST BE MET 60 days prior** to scheduling any special event, including payment of all appropriate fees (see attached). This timeframe is required to ensure proper placement on the City Commission agenda for approval in time for the event. **Failure to comply with the required 60 day timeframe and payment requirements will result in denial of your application.**

Section 33-44 of the City of Dania Beach requires outdoor shows and special events to be reviewed and approved by the City Commissioners [as an agenda item on the next available meeting at 7:00 p.m. Please plan to attend.]

The operation of any type of traveling circus, carnival, outdoor show and like amusements of a transient nature in the city shall be governed by the following provisions:

- (1) Traveling circuses, carnivals, outdoor shows, amusement parks, devices and exhibitions, and all such operations, avocations or businesses operating under tents or in temporary buildings or structures shall not be permitted in the city except upon approval of the chief of police and city commission.
- (2) Nothing herein contained is intended to apply to local shows or amusements held in theaters, auditoriums or permanent buildings in the city. Further, nothing herein contained is intended to apply to any amusement park established in the city on a permanent basis prior to the effective date of this chapter and located in an AP district. Specifically, without limitation on the foregoing, this section shall apply to traveling shows, carnivals, fairs, exhibitions and the like which are transient in nature and which operate only for temporary periods.

Telephone #1: 954 964 5979
Telephone #2: 954 439 0848

E-mail Address: hello@thefieldfl.com

*Property Owner: British Oak Inc

***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? \$10.00 per person

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

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

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

Number of Expected Daily Attendants: 500 (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
Saturday	March 16th	Set Up Only		
Sunday	March 17th	11am	11pm	12

Anticipated Date and Time to Begin Set-Up: Saturday March 16th 2019

Anticipated Date and Time for Completion of Break-Down: Monday March 18th 3pm

*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: Griffin Road

Griffin Road

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.): Band, DJ, Live Performance

Please specify the hours of entertainment:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
Sunday	March 17th 2019	11am	11pm	12

***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: Outside Kitchen Set Up

****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? ☐ 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: Broward Sheriffs Dept

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

Title

Print name of Applicant

Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on Dec. 27, 2008.
by Alan Craig, who is personally known to me, or, if not, such person produced the
following form of identification: Fl. Dr. Lic..

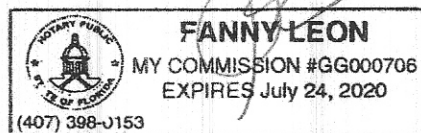
NOTARY PUBLIC

My Commission expires:

July 24/20

My Commission number:

GG000706





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: St. Patrick's Day Celebration

Event Date(s): Sunday, March 17, 2019- 11:00-11:00pm

Event Location: The Field Restaurant- 3281 Griffin Road

Event Reviewed By: Brett Dunckel

Date of Review: 1/28/19

☐ 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.
- NOTE:** A licensed propane vendor capable of testing propane gas systems of food vendors must be on site during fire inspection. The propane vendor will be required to test and approve propane gas systems of food vendors. Food vendors who are not tested and approved by the propane vendor and approved by the fire inspector will not be allowed to utilize any propane fueled devices. The event applicant is responsible for the coordination and costs of required propane vendor.
- ☐ **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:

INSPECTION AND/OR DETAIL REQUIREMENTS

Pre-Event Inspections Required:

☐ NO ☒ YES
☐ N/A ☒ (Dates & Times): 3/17/19 9:00am – 1:00pm

TYPE OF INSPECTION REQUIRED:

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

Fire Inspector Stand-By Detail Required:

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

Operational Detail Required:

☐ NO ☐ YES
Type: _____
Dates & Times: _____

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

From: Brian Morrissey, President
Miami Showmens Association
3391 Griffin Road
Dania Beach, FL 33312

To: City of Dania Beach

Date: March 9, 2017

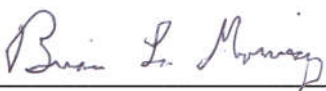
To Whom It May Concern:

Miami Showmens Association gives permission to 3281 Company Inc., dba The Field
to use the lot located at 3391 Griffin Road in Dania Beach, Florida

for their special event on Friday, March 17, 2017.

If there are any questions or concerns, please do not hesitate to contact me.

Thank you


Brian Morrissey, President

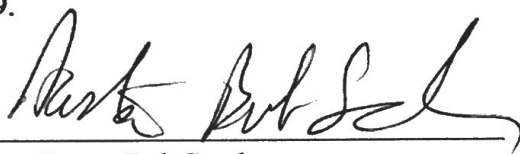
Community Bible Church
4650 SW 30 Ave
Ft Lauderdale, Florida
33312

March 13th, 2017

To whom it may concern;

Community Bible Church, grants permission to The Field Irish Pub and Eatery to use its parking facility at 4650 SW 30 Ave, Ft Lauderdale Florida for its annual St Patrick's Day Event on March 17th 2017. If you have any questions or concerns, please feel free to call us at 954.983.1599.

Signed



Pastor Bob Sands

Date

3/13/17

From: Glenn Fonteciella, Executive Secretary

Miami Showmens Association

3391 Griffin Road

Dania Beach, FL 33312

To: City of Dania Beach

Date: February 21, 2018

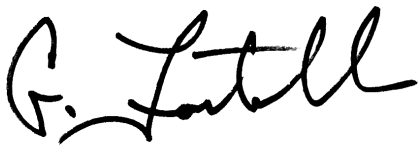
To Whom It May Concern:

Miami Showmens Association gives permission to 3281 Company Inc., dba The Field to use the lot located at 3391 Griffin Road in Dania Beach, Florida

for their special event on Saturday, March 17, 2018.

If there are any questions or concerns, please do not hesitate to contact me.

Thank you

A handwritten signature in black ink, appearing to read 'G. Fonteciella', written over a horizontal line.

Glenn Fonteciella, Executive Secretary



**OFFICE OF THE MAYOR
CITY OF DANIA BEACH, FLORIDA**

PROCLAMATION

WHEREAS, eating disorders affect 30,000,000 individuals in the United States during their lifetimes; with more than 600,000 individuals in the State of Florida alone; and

WHEREAS, eating disorders, including the specific disorders of anorexia nervosa, bulimia nervosa, binge eating disorder, avoidant/restrictive food intake disorder, and other specified feeding or eating disorders, are complex, biologically based illnesses; and

WHEREAS, eating disorders are associated with serious physical health consequences, including irregular heartbeats, heart disease and heart failure, kidney failure, osteoporosis, gastric rupture, tooth decay, obesity, gall bladder disease, diabetes, and death; and

WHEREAS, at least once every 62 minutes, someone dies due to their struggle with an eating disorder, and anorexia nervosa has the highest mortality rate of any mental illness; and

WHEREAS, eating disorders know no boundaries with respect to genders, ages, races, ethnicities, body shapes and weights, sexual orientations, and socioeconomic statuses; and

WHEREAS, eating disorders have a high prevalence amongst active military service members and veterans; and

WHEREAS, with early detection and intervention, full recovery from an eating disorder is possible; and

WHEREAS, The Alliance for Eating Disorders Awareness, a 501(c)(3) non-profit organization, is the premier eating disorders organization in the State of Florida dedicated to providing programs and activities aimed at outreach, education, and early intervention for all eating disorders;

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Lori Lewellen, Mayor of the City of Dania Beach, Florida, do hereby proclaim February 25, 2019 – March 3, 2019 as:

EATING DISORDERS AWARENESS WEEK

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR



**OFFICE OF THE MAYOR
CITY OF DANIA BEACH, FLORIDA**

PROCLAMATION

WHEREAS, Black History Month is an accepted national event celebrating the contributions of African American people in their struggles for freedom and equality, and their part in the development of our Nation's history; and

WHEREAS, in 1926, historian and author Carter G. Woodson, who is known as the father of Black History study, introduced Negro History Week as a reaction to racism and to highlight the role blacks have played in the development of civilization; and

WHEREAS, Dr. Woodson introduced Negro History Week in February to have it as close as possible to the birthdays of Frederick Douglass and Abraham Lincoln; since that time, Negro History Week has been expanded to encompass the entire month of February, and has also undergone a change in terminology; and

WHEREAS, in 1986, Congress passed Public Law 99-244 which designated February 1986 as "National Black (Afro-American) Month"; and

WHEREAS, African Americans in Dania Beach continue to demonstrate heroic deeds of exceptional men and women, such as the Carroll, James, Chambers, Collins, Grace, Peterman, Byrd, Ely, Waiters, Robinson, Black, Curry, Cornileus, Walker, and Davis families, as well as all other Dania Beach families; and

WHEREAS, this year's theme, "Black Migrations", emphasizes the movement of people of African descent to new destinations and, subsequently, to new social realities. While inclusive of earlier centuries, this theme focuses especially on the twentieth century through today; and

WHEREAS, beginning in the early decades of the twentieth century, African American migration patterns included relocation from southern farms to southern cities; from the South to the Northeast, Midwest, and West; from the Caribbean to U.S. cities as well as to migrant labor farms; and the emigration of noted African Americans to Africa and to European cities, such as Paris and London, after the end of World War I and World War II. Such migrations resulted in a more diverse and stratified interracial and intra-racial urban population amid a changing social milieu;

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Lori Lewellen, Mayor of the City of Dania Beach, Florida, do hereby proclaim the month of February 2019 as:

BLACK HISTORY MONTH

in the City of Dania Beach and encourage all citizens of Dania Beach to join in learning about and celebrating the contributions African Americans have made to the world, to our country, and to our community.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

Dania Beach City Commission: Mayor Lori Lewellen, Vice-Mayor Lauren Odman,
Commissioner Chickie Brandimarte, Commissioner Bill Harris, Commissioner Tamara James

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JANUARY 22, 2019 – 7:00 P.M.

1. Call to Order/Roll Call

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

Present:

Mayor:	Lori Lewellen
Vice-Mayor:	Lauren Odman
Commissioners:	Chickie Brandimarte
	Bill Harris
	Tamara James
Assistant City Manager:	Colin Donnelly
City Attorney:	Thomas Ansbrosio
City Clerk:	Thomas Schneider

2. Moment of Silence and Pledge of Allegiance

Mayor Lewellen called for a moment of silence after the Pledge of Allegiance to the United States Flag.

3. Presentations and Special Event Approvals

- 3.1 Special Event Request from the Community Redevelopment Agency for the "Dania Beach 2019 Arts and Seafood Celebration", to be held on March 30-31, 2019, at Frost Park from 11:00 a.m. - 8:00 p.m. on Saturday and from 11:00 a.m. - 6:00 p.m. on Sunday. The applicant is requesting BSO Police and Fire Services, and road closure for Fronton Boulevard from N.E. 2nd Street to N.E. 1st Street.

Assistant City Manager Donnelly noted the police and fire services requested are covered under our contracts with BSO, as we are allowed a certain number of events per year.

Commissioner James motioned to approve the Special Event request for the 2019 Arts and Seafood Celebration, including BSO services and road closure; seconded by Commissioner Brandimarte. The motion carried unanimously.

- 3.2 Special Event request from Dania Beach Lions Club for their Moonlight Classic Car Show to be held at Frost Park on February 23, 2019 from 6:00 p.m. - 10:00 p.m. The applicant is requesting Special Event fee waiver of \$150.00, Port-o-toilets for Frost Park, and BSO Police Escort and Security Details for the event.

Commissioner Harris motioned to approve the Special Event request for the Lions Club Moonlight Classic Car Show, including fee waiver, port-o-toilets and BSO services; seconded by Commissioner James. The motion carried unanimously.

- 3.3 Special Event request by the South Florida Regional Transportation Authority (Tri-Rail) to have their annual “Rail Fun Day” to be held at 500 Gulf Stream Way on January 26, 2019 from 11:00 a.m. - 3:00 p.m.

Commissioner James motioned to approve the Special Event request for the annual Rail Fun Day; seconded by Commissioner Harris. The motion carried unanimously.

4. Proclamations

- 4.1 Deputy Louis Bautista - Captain Daniel Marks, BSO District Chief

Mayor Lewellen presented a proclamation from the City of Dania Beach to Deputy Louis Bautista on the occasion of his retirement after 39 years of service to the Dania Beach community.

Commissioner James noted Mr. Bautista’s service was honorable and thanked him for service.

5. Citizen Comments

Craig Valentine, 1982 Tigertail Boulevard, thanked the Commission for their donation to the wrestling school at the last meeting. He provided Parks and Recreation Director Brown 30 tickets for an upcoming wrestling show.

Millie Krei, 212 SE 8th Street, spoke about safety concerns associated with AirBnBs in her neighborhood.

Simone Chait, 228 SE 8th Street, spoke about AirBnBs that are not in compliance and the lack of checks and balances and information.

Vice Mayor Odman suggested Ms. Chait e-mail her concerns to the Commission and staff.

Joe Petruzzelli, 216 SE 8th Street, spoke about AirBnBs and noted they have gotten out of hand. He added residents need help.

Jonese Hargadon, 226 SE 8th Street, commented short-term rentals change the character of neighborhoods and the problem needs to be addressed aggressively.

Commissioner James addressed how the City Commission and City staff are aware of the AirBnB issues and are actively pursuing the issues.

Marc LaFerrier, Director of Community Development, noted local laws cannot preempt the state law; however, we have very strong regulations in Dania Beach. He addressed ongoing efforts being undertaken by Code Compliance.

Mayor Lewellen confirmed residents can call Code Compliance for complaints.

Commissioner Harris suggested residents form a homeowners association in the neighborhood to prohibit Airbnb rentals through association documentation.

City Attorney Ansbro stated single family homes are not qualified under State law to form a homeowners association; however, residents communicating with staff will assist in bringing enforcement and compliance.

Vice Mayor Harris spoke of the law not keeping up with technology and legal staff looking into what is involved in putting together a HOA.

Commissioner Brandimarte asked Community Development Director LaFerrier about the number of permits the City has issued for AirBnBs and suggested bringing in the person who spoke at the League of Cities to explain the AirBnB process to residents.

Simone Chait, 228 SE 8th Street, mentioned Los Angeles California establishing a law to prohibit AirBnB rentals.

Bobbie H. Grace, 110 NW 8th Avenue, thanked everyone for being a part of the MLK events this past weekend. She reminded the Commission to honor their commitments, and asked the Commission to budget an additional \$5,000.00 each for the Seniors Program and Gracefully Aging.

Assistant City Manager Donnelly explained both programs were running short on funds last year and the Commission voted to put \$5,000.00 in both accounts. After the budget year ends, the monies not spent are returned back to the General Fund. The new budget for both programs is now \$25,000.00 and any additional funding would come from Commissioner Contingency.

Commissioner James said we should replace the money returned to the City and not rollback remaining funds in the future.

Commissioner Brandimarte noted the groups never see the actual money; it is kept in the City.

Vice-Chairman Odman motioned to return the money to Gracefully Aging and the Seniors Program; seconded by Commissioner James. The motion carried unanimously.

Antonio Arcieri, 2601 S.W 58th Manor, noted State law requires form HR 7028 is to be filed to rent a room and the City requires a Business Tax Receipt for the owner of property renting long-term.

Jose Armand, 50 SE 3rd Avenue, spoke about the subtitles on the streaming of the meetings.

Maria DeVito, 1951 Atlantic Shores Boulevard, #19, Hallandale Beach, asked if the Dania Beach Grill is going to be paved over to become a parking lot or developed as condominiums.

John Sanders, 214 NE 5th Avenue, spoke of the significance of the Dania Beach Grill and hopes the Commission does the right thing with it.

Mitchel Mestel, 2641 Taft Street, Hollywood, spoke of the charm of the Dania Beach Grill and the importance of keeping it that way.

Mayor Lewellen advanced Item 10.1 at this time.

10.1 Dania Beach Grill - Assistant City Manager Donnelly

Assistant City Manager Donnelly noted the proposal was never to demolish the grill. The Commission is being asked to issue an RFP for a tenant and keep the current tenant on a month-to-month lease basis. No one is looking to do away with the type of establishment that it is.

Vice-Mayor Odman asked if the tenant was in an agreement with a month-to-month lease.

Tom Barth, 650 North Beach Road, Dania Beach Grill tenant, spoke about going month to month.

Vice-Mayor Odman asked if we have the discretion with the RFP to say we do not want a fancy place there; we do want to keep a beach grill.

Assistant City Manager Donnelly responded we would say what we would want.

Mayor Lewellen confirmed the current tenants can respond to the RFP.

Commissioner Brandimarte said she favored month-to-month and issuing an RFP. She noted the road would be raised under Phase 2 of the revitalization. Whoever bids, the Commission will discuss and vote on it.

Mr. Barth noted he has been there five years and tries to get everyone involved. He understands the changes that want to be made, but we need a team effort. He cannot afford what the City is talking about.

Commissioner Harris asked Mr. Barth how we can assist him with getting the equipment he needs. The City owns the property and we can possibly help; we are here to help him.

Mayor Lewellen commented tonight's meeting was to not to get in negotiations, but to pick from the three options provided to the Commission.

Assistant City Manager Donnelly responded that the Commission has the option to specify suggestions of assistance.

Patricia Faver, 200 SE 5th Avenue #608, commented she would like to see the grill stay exactly the way it is. It has created a neighborhood feel that brings magic to the people who go there.

Neris Franco, 13643 SW 92nd Court, Miami, spoke in support of the Dania Beach Grill.

Jeff Broder, 2621 McKinley Street, Hollywood, spoke in support of keeping the Dania Beach Grill's character and encouraged the Commission to move forward with Option 3.

Lee Ferreri, 3120 W Hallandale Beach Boulevard, Hallandale Beach, spoke about the character of the grill and the importance of keeping it the way it is.

Clayton Goldstein, 1035 NW 73rd Terrace, Margate, commented on the significance and balance of the Dania Beach Grill.

Commissioner James commented she likes the month-to-month basis because we are not sure where we are headed. We do not need another Quarter Deck. She asked what the City is responsible for concerning the property.

City Attorney Ansbro responded the roof and walls are the responsibility of the City. He noted there are several code violations.

Commissioner James said we should work with them; she is for keeping everyone safe, but we need to take into account the age of the building. We should go out to RFP to see what other things are out there. She is also interested in the tenant terms.

Commissioner Brandimarte noted there are a lot of things the tenant is responsible for; she wants to see an effort made to bring things the tenant is responsible for up-to-date. If Mr. Barth wants her support, he needs to show he wants to cooperate to take care of the violations and taxes.

Vice-Mayor Odman motioned to move forward with Option 3, issue a RFP for the restaurant and keep the current tenant on a month to month basis until a new tenant is in place; seconded by Commissioner Brandimarte.

Mayor Lewellen agreed there needs to be specifics in the RFP that makes this a beach bar, a location where you can come off the beach in a bathing suit and order food and drinks.

The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Odman	Yes
Commissioner Harris	Yes	Mayor Lewellen	Yes
Commissioner James	Yes		

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on trending criminal activity in the City. He noted BSO has threat assessments available for businesses or individuals.

Commissioner Brandimarte questioned complaints received regarding vacation rentals.

Commissioner James thanked BSO for their services during recent City events.

Sean Brown, Battalion Chief, BSO Fire Rescue, introduced himself to Mayor Lewellen and Vice-Mayor Odman, and spoke of Memorial Regional and Hollywood getting a joint grant for Stop the Bleeding kits.

Vice Mayor Lewellen questioned if training would be provided to learn how to use them.

7. Consent Agenda

Items removed from Consent Agenda: #7.4

7.1 Minutes:

Approve Minutes of January 8, 2019 City Commission Meeting
Approve Minutes of January 9, 2019 Workshop - City Manager Candidate
Recommendations

7.2 Travel Requests:

Request from Commissioner Bill Harris to attend the 2019 National League of Cities Congressional Cities Conference in Washington, D.C., on March 8-12, 2019 (Estimated cost \$2,944.42)

Resolutions

7.3 RESOLUTION #2019-010

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH PATTERSON POPE, INC. FOR A RADIO FREQUENCY IDENTIFICATION ("RFID") SYSTEM TO TRACK THE LOCATIONS OF BUILDING PERMITS AND PLANS, USING AVAILABLE PRICING FROM PALM BEACH COUNTY SHERIFF'S OFFICE RFP #14-0507-330/KS IN AN AMOUNT NOT TO EXCEED FIFTY FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS (\$54,250.00), FOR FISCAL YEAR 2018-2019, WITHOUT COMPETITIVE BIDDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Harris motioned to adopt the Consent Agenda, with the exception of Item #7.4; seconded by Vice-Mayor Odman. The motion carried unanimously.

7.4 RESOLUTION #2019-011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE RELEASE OF CODE ENFORCEMENT LIENS, CITY LIENS AND OTHER ENCUMBRANCES FOR ELEVEN (11) PARCELS OF LAND CONVEYED OR APPROVED FOR CONVEYANCE BY THE CITY TO THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”) FOR THE PURPOSE OF AFFORDABLE HOUSING DEVELOPMENT; AUTHORIZING THE PROPER CITY OFFICIALS TO PREPARE AND RECORD RELEASES 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 #2019-011.

Commissioner James noted we had discussion; she is unsure why every single lot has a lien or code enforcement violations.

Marc LaFerrier, Director of Community Development, explained an outside attorney did the initial lien search. The internal City search was not completed until the properties were conveyed to the CRA and brought before the Planning and Zoning Board for variance requests.

Commissioner James asked if there is someone from Community Development who is going to keep better track of City property.

Community Development Director LaFerrier explained that the City does have an internal process to check properties for liens before an application comes before the City Commission or Planning and Zoning Board.

Commissioner James asked if we have to make an approval for the \$754.00 payment or if it could be waived.

Assistant City Manager Donnelly responded provision is made in the Resolution.

Commissioner James motioned to adopt Resolution #2019-011; seconded by Commissioner Harris. The motion carried unanimously.

8. Bids and Requests for Proposals

There were no proposals on this agenda.

9. Public Hearings and Site Plans

9.1 ORDINANCE #2019-001

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, OF THE “LAND DEVELOPMENT CODE,” OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE 110 “USE REGULATIONS FOR COMMERCIAL AND MIXED-USE DISTRICTS,”

AMENDING ARTICLE 265 “OFF-STREET PARKING REQUIREMENTS,” AMENDING ARTICLE 303 “DISTRICT DEVELOPMENT STANDARDS,” AND AMENDING ARTICLE 635 “SITE PLANS,” PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; FURTHER PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

City Attorney Ansbro read the title of Ordinance #2019-001.

Corinne Lajoie, Planning & Zoning Manager, gave an overview of the text amendments.

Commissioner James asked what is currently allotted for parking in retail pharmacy.

Planning & Zoning Manager Lajoie said the current code is one space per 300 square feet of floor area.

Commissioner James asked if item #5 would address other streets such as Dania Beach Boulevard and Stirling Road.

Planning & Zoning Manager Lajoie responded no because the districts are zoned differently.

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

Vice Mayor Odman motioned to adopt Ordinance #2019-001, on first reading; seconded by Commissioner James. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Odman	Yes
Commissioner Harris	Yes	Mayor Lewellen	Yes
Commissioner James	Yes		

9.2 ORDINANCE #2019-002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY THE PROPERTY OWNERS MICHAEL GARRAMONE, ELIZABET BARREIRO, AND LUIS LARCO TO REZONE PROPERTY GENERALLY LOCATED AT 36 – 54 SW 16 STREET IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM RESIDENTIAL OFFICE (RO) TO SOUTH FEDERAL HIGHWAY – MIXED USE (SFED-MU) (RZ-56-18) SUBJECT TO CERTAIN RESTRICTIONS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

City Attorney Ansbro read the title of Ordinance #2019-002, and advised the 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, gave a presentation on the rezoning request.

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

Commissioner James questioned the building allowance height going up two stories.

Planning & Zoning Manager Lajoie responded the structure could possibly go up to three stories but not exceed three.

Commissioner James noted her concern of changing the character of the neighborhood. People do not turn out for these meetings and may not be aware of the change.

Planning & Zoning Manager Lajoie said this is the second meeting on this item and we have not heard from anyone other than the applicant.

Commissioner Harris noted he was at the Planning & Zoning Board meeting in November and no one objected.

Commissioner Harris motioned to adopt Ordinance #2019-002, on first reading; seconded by Vice-Mayor Odman. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Odman	Yes
Commissioner Harris	Yes	Mayor Lewellen	Yes
Commissioner James	Yes		

10. Discussion and Possible Action

10.1 Dania Beach Grill - Assistant City Manager Donnelly

This item was taken up immediately after Item 5, Citizen Comments.

10.2 RESOLUTION NO. 2019-012

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING A YOUTH INTERNSHIP PROGRAM FOR HIGH SCHOOL AND COLLEGE STUDENTS; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2019-012.

Commissioner James noted we have a lot of colleges in our area; we could get a lot of help from interns from there and from the high schools.

Mayor Lewellen noted we need to be sure to identify which departments want an intern.

Commissioner James said we should leave that up to the departments.

Assistant City Manager Donnelly said HR has finalized their volunteer policy; it is going through our labor attorney.

Commissioner James also wants to determine if the Commission would get an intern, since they are not a department and whether the Commission would author a letter of recommendation.

Assistant City Manager Donnelly said we would have a draft volunteer policy at the next Commission meeting.

Commissioner James motioned to adopt Resolution #2019-012; seconded by Commissioner Harris. The motion carried unanimously.

10.3 Deferred utility payments for furloughed Federal employees - Vice-Mayor Odman

Vice-Mayor Odman said last week she attended Bass Pro Shops feeding families of federal employees in their parking lot. Since we do not know how long the government shutdown will continue, it seems we should consider a 30-60 day deferment of City utility payments.

Nicki Satterfield, Director of Finance, explained we have a long-term provision in our Code; however she feels we could implement a temporary deferment for Federal workers, understanding the risk posed by rental properties.

Vice-Mayor Odman said we could do 30 days after the shutdown ends and then put them on payment so they are not stuck with one large bill.

Director of Finance Satterfield said we could do an agreement for payment, and suggested no longer than 3 to 6 months.

Vice-Mayor Odman said we are talking about a very small number of families in the City.

Mayor Lewellen suggested however many months they are out, they would have the same amount of months to pay back what is owed.

Commissioner James took exception; she would not go for how many months they are out of work because financial situations differ for each family. She questioned if the process would be the same for those who are renting.

Director of Finance Satterfield responded the process is the same, but there is a risk to the City that the tenant might leave.

Commissioner James motioned to approve deferment of utility payments for furloughed Federal workers; seconded by Commissioner Harris. The motion carried unanimously.

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte thanked Commissioner Grace for the MLK event and Gangrel's for giving out tee shirts.

11.2 Commissioner Harris

Commissioner Harris referred to the discussion and motion made at the last meeting regarding issuing a RFP for legal services. He did not understand the motion was to approve a RFP and thought it was a motion to delay any action until after a City Manager was selected, which is why he voted yes. He realized he voted incorrectly after he reviewed the minutes and audio recording of the meeting, and wishes to change his vote on that motion.

A brief discussion ensued.

City Attorney Ansbro clarified the motion was to prepare a RFP, and Commissioner James amended it to put the RFP in draft form. He believes Commissioner Harris' concern is that not even that be done until after the new City Manager is here.

Commissioner James restated her intended motion.

Commissioner Harris responded it was clear that we had a lot of discussion, but it was unclear on how we voted.

Commissioner Harris motioned to reconsider the legal services item from the last meeting; seconded by Commissioner Brandimarte. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Odman	Yes
Commissioner Harris	Yes	Mayor Lewellen	Yes
Commissioner James	Yes		

Commissioner Harris motioned to not do an RFP and to not do any additional thing in Legal Services until we have a new City Manager; seconded by Commissioner Brandimarte.

Commissioner James questioned whether we are going to hold all RFPs until we get a new City Manager.

Mayor Lewellen said this had more to do with people who the Commission directly hires and less to do with other RFPs that are going on within the City.

Vice-Mayor Odman noted it is Commissioner Harris' right if he wants to be clear on what he wants to do.

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

Commissioner Brandimarte	Yes	Vice-Mayor Odman	No
Commissioner Harris	Yes	Mayor Lewellen	Yes
Commissioner James	No		

11.3 Commissioner James

Commissioner James spoke of the MLK festivities and thanked everyone.

11.4 Vice-Mayor Odman

Vice-Mayor Odman had no comments.

11.5 Mayor Lewellen

Mayor Lewellen asked if Vice-Mayor Odman and Commissioner James' trip to Washington, D.C. was cancelled.

Commissioner James explained parts of the conference were cancelled because of the government shutdown, so it was decided to cancel the trip. We are trying to get our money back.

Vice-Mayor Odman said many of her conferences in Washington, D.C. were cancelled.

Mayor Lewellen noted her concern is the spending overall; she thinks we need to look at travel as if it is our own money. To include that trip to Washington, we are up to spending \$12,000.00, and this is January. She suggests we be conscious of the amount of money we are spending.

Commissioner James said she was elected and serves this City. We have a different Commission and economy. She would not request something if she did not think it did not have value. She will continue to do travel requests when she thinks it is for something valuable.

Commissioner Harris explained how he had to stay at the host hotel for past travel, even though he had the opportunity to stay in a less expensive hotel.

Commissioner Brandimarte said Mayor Lewellen is out of her realm of authority. She would never tell a Commissioner they cannot travel.

Vice-Mayor Odman appreciates the Mayor's concern; however, we have a Commission that sees great value traveling and bringing back information to the City. She does not take the training lightly. We will continue to travel.

Mayor Lewellen said she thinks many conferences are beneficial. She just wants everyone to be aware of how much we spend.

12. Appointments

12.1 Airport Advisory Board – no appointments

12.2 Green Advisory Board

Commissioner James appointed: Alexis Guillen

12.3 Marine Advisory Board – no appointments

Commissioner James noted Kayla Gardner would need to be replaced on the Education Advisory Board as she is a City employee.

12.4 Parks, Recreation and Community Affairs Advisory Board

Commissioner Brandimarte appointed: Jimmie Peterman

Commissioner Harris appointed: Dr. Tamara Fishman

12.5 Planning & Zoning Board

The Commission appointed David Nuby, Jr. as an Alternate member.

Commissioner Brandimarte motioned to approve the appointments; seconded by Vice-Mayor Odman. The motion carried unanimously.

13. Administrative Reports

13.1 City Manager

Assistant City Manager Donnelly spoke of the MPO meeting last week concerning the transportation surtax. More discussions on the 10% municipal share will be held and there will be something brought to the Commission on it. He will discuss the process with Commissioner Harris.

Assistant City Manager Donnelly reported we have received our Notice to Proceed for the LAP Grant and we will bring a resolution to the Commission to approve bidding of project.

Assistant City Manager Donnelly noted the beach sand project is going forward, starting early next month.

Assistant City Manager Donnelly said he spoke with Rana Brown, who works for our legislative consultant, regarding putting in an application to offset costs for the NW/SW 1st Avenue waterline. He will include that in our legislative package, as well as language concerning Air BnBs.

Assistant City Manager Donnelly noted Public Information Officer Bordy will contact the Commission to do little videos for advertising purposes for upcoming events.

13.2 City Attorney

City Attorney Ansbro had no comments.

13.3 City Clerk - Reminders

Monday, January 28, 2019 - 9:45 a.m.

Workshop - City Manager Candidate Selection

Tuesday, February 12, 2019 - 5:30 p.m.

CRA Board Meeting

Tuesday, February 12, 2019 - 7:00 p.m.

City Commission Meeting

Wednesday, February 13, 2019 - 9:45 a.m.

Workshop - City Manager Interviews

Tuesday, February 26, 2019 - 7:00 p.m.

City Commission Meeting

14. Adjournment

Mayor Lewellen adjourned the meeting at 10:05 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

MINUTES OF WORKSHOP
DANIA BEACH CITY COMMISSION
CITY MANAGER CANDIDATE SELECTION
MONDAY, JANUARY 28, 2019 - 9:45 A.M.

1. Call to Order/Roll Call

Mayor Lewellen called the meeting to order at 9:45 a.m.

Present:

Mayor:	Lori Lewellen
Vice-Mayor:	Lauren Odman
Commissioners:	Chickie Brandimarte
	Bill Harris
	Tamara James
City Attorney:	Thomas J. Ansbro
City Clerk:	Thomas Schneider

2. City Manager Candidate Selection

Renee Narloch, of the search firm S. Renee Narloch & Associates, participating in the meeting via conference call, reviewed where we are in the process. She noted applicant Horace McHugh, CAO of Plantation, one of the recommended candidates for the City Manager position, has withdrawn as he accepted another position. This leaves the four recommended candidates and anyone else the Commission may want to interview. We have an interview date for the candidates scheduled for February 13, 2019 at 9:45 a.m., which will likely be a full-day process. She needs direction from the Commission on which candidates they would like to bring forward to interview.

Commissioner Brandimarte said her choice to be interviewed is Caryn Gardner-Young, former City Manager of Parkland and current Assistant City Manager of Delray Beach.

Commissioner Harris chose Ana Garcia, former City Manager of the City of North Miami Beach.

Commissioner James had no one to add to be interviewed.

Vice-Mayor Odman chose Caryn Gardner-Young and Ana Garcia.

Mayor Lewellen chose Susan Grant, former Deputy City Manager of Coral Springs. She asked about the situation with Alex Rey, Town Manager of Miami Lakes, insofar as his start date should he be chosen.

Ms. Narloch responded we would have to come to an agreement and look at possibilities of when he could actually start. She explained he has a 30-day commitment in July and actually retires

on March 31st through the FRS DROP program. He could be hired as soon as August; if he is chosen, we would have to look at how to get him on board sooner. If the Commission feels strongly about him, there is no harm in bringing him to the table to interview.

Mayor Lewellen noted she is concerned as she does not want to eliminate him for something like this as she thinks he is very qualified, yet she does not want to delay this process further. We need to select someone sooner rather than later.

Ms. Narloch said based on the number of candidates suggested, he could be scheduled on February 13th without creating a problem.

Mayor Lewellen stated she would like to add him to hear what he has to say, and to see about his flexibility. She felt it is better to have more options than less.

Ms. Narloch suggested in the interview process, he be asked a follow-up question relative to how he would see this playing out over the next several weeks as far as options to come on board here.

Commissioner Brandimarte asked if Susan Grant was fired and whether she brought notoriety to her city because an all-male commission did not give her a position.

Ms. Narloch responded she was let go from Aventura after six months. Regarding the article mentioned by Commissioner Brandimarte, there was a blogger or local newspaper that wrote an article relative to Susan Grant and another female Deputy City Manager in Coral Springs, neither of which got a nod for the position. That particular article took the opinion that female candidates were being overlooked intentionally.

Commissioner Brandimarte asked if Susan Grant was aware of or agreed to the article that brought the notoriety to Coral Springs when she was fired.

Ms. Narloch Renee said no, she was not participating in any sort of thing to make the City look bad.

Commissioner James commented she does not have any objections to interviewing all four candidates; however, the last person added would not be in her top two or top three. It seems like it would be cumbersome to work situations out with what he has going on.

Commissioner Harris agreed; the timeframe is way off and we should not put this off any longer.

Mayor Lewellen said she would like to see what other options are out there. We do not know specifically what the situation is, if there is something he could be more flexible with, which was her main reason for including him because he is qualified.

Ms. Narloch noted she checked for late applicants prior to this meeting; there were a couple, but none of them rise to the level of those we are looking at now. One was Mr. Jason Nunemaker, who worked for Dania Beach in the early 2000s as an Assistant City Manager and Interim City

Manager. She has not done a preliminary on him and based on information she has, she would not change her recommendations.

The Commission consensus was to interview Caryn Gardner-Young, Ana Garcia and Susan Grant.

Ms. Narloch repeated her understanding that there are three candidates moving forward to interviews; Ana Garcia, Caryn Gardner-Young, and Susan Grant. She asked if the Commission would like to participate in one-on-one interviews with the candidates.

Commissioner Harris said yes to the one-on-ones.

Mayor Lewellen noted she wants to do one-on-ones.

Vice-Mayor Odman said she would like to do one-on-ones.

Ms. Narloch asked if we could schedule the one-on-ones as the Commissioners' schedules permit. They would conclude prior to the group interview on February 13th.

Commissioner James suggested scheduling all three candidates on the same day since only three Commissioners want to do one-on-ones.

Vice-Mayor Odman suggested giving Ms. Narloch two or three dates to choose from.

Mayor Lewellen said she is available on February 5th, 6th and 7th.

Vice-Mayor Odman said she is available on February 5th and 6th.

Commissioner Harris said his schedule is wide open.

Mayor Lewellen suggested starting with February 5th and 6th.

Ms. Narloch confirmed February 5th or 6th works, at any time, starting no earlier than 9:45 a.m.

Mayor Lewellen added she prefers afternoons, but can work something out if it needs to be in the mornings.

Ms. Narloch noted she would confirm as soon as possible, and she understands they want a block of time and want to do it at City Hall. She added on February 13th, we will start at 9:45 a.m. and she needs a 10 minute debrief to go over the rules, then we will interview two candidates before lunch and one candidate after lunch. We will debrief at the end of the day to talk about candidates and come up with a consensus on our next steps moving forward.

Commissioner James asked if we come to a consensus on a candidate on February 13th whether we could vote then or if we would have to come back to do a vote.

City Attorney Ansbro responded the vote would need to be at a public hearing, with notice in the newspaper at least five days before the hearing. It could be done at the following regular Commission meeting provided there is time to advertise the hearing.

Commissioner Harris asked if a copy of a draft contract could be provided.

City Attorney Ansbro said he could provide what was used for the last manager.

Ms. Narloch noted she would ask the candidates to provide her with what they would like to see in a contract, should they be the selected candidate, in order to expedite things. In the last round of interviews, there was an add-on question regarding salary.

Commissioner James asked if the Commission could get a copy of the questions for the interviews beforehand, in case they want to add questions. This way, we can go back and forth with Ms. Narloch to come up with the final set of questions.

Ms. Narloch said yes and agreed this could be done via e-mail with the Commissioners.

Vice-Mayor Odman confirmed arrangements for the conference rooms for the one-on-ones would be determined once the date is set.

Commissioner James asked Ms. Narloch to provide questions that they cannot ask legally in the one-on-ones.

Mayor Lewellen asked if City Attorney Ansbro could sit in on the one-on-ones to ensure there is nothing improper being asked.

Ms. Narloch responded yes. When she sends the questions for the group interviews, she will include what the Commission should stay away from; this will pertain to the one-on-ones also. It is basically staying away from personal information.

Commissioner Brandimarte asked if we will know what the questions were that were asked in the one-on-ones.

Ms. Narloch said not in the one-on-ones because they are a much less structured environment; they are more for conversation and interaction. They are as much for the candidates as they are for the Commissioners because the candidates want to get a good feel for each of them individually.

Commissioner Brandimarte asked if the one-on-ones become a public record.

Ms. Narloch said the communication itself does not become a public record, but any notes taken or anything written, such as questions, would become one.

3. Adjournment

Mayor Lewellen adjourned the meeting at 10:16 a.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

Request from Commissioner Bill Harris to attend the MPO Safe Streets Summit 2019 in Miami, Florida, on February 24-26, 2019 (Estimated cost \$613.54)

Request from Brad Kaine, Public Services Director, to attend the American Public Works Association (APWA) Florida Chapter 2019 Public Works Expo in Daytona Beach, Florida, on April 14-19, 2019 (Estimated cost \$1,077.80)

Request from Adam Segal, Assistant Finance Director, to attend the Government Finance Officers Association (GFOA) Annual Conference in Los Angeles, California, on May 18-22, 2019 (Estimated cost \$2,277.90)

Purchasing Requests ONLY

Dept:

Acct #:

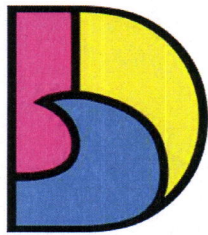
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo Commission Travel Budget memo for February 12 2019 agenda, Travel Request - Commissioner Bill Harris Safe Street Summit, Miami February 24-26, 2019, Travel Request - Public Services Director Brad Kaine to attend the American Public Works Association Florida Chapter 2019 Public Works Expo in Daytona, Travel Request - Adam Segal FGOA Annual Conference Los Angeles, CA May 18-22, 2019



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
OFFICE OF THE CITY COMMISSION**

MEMORANDUM

DATE: February 12, 2019

TO: Mayor Lori Lewellen
Vice Mayor Lauren Odman
Commissioner Chickie Brandimarte
Commissioner Bill Harris
Commissioner Tamara James

FROM: Colin Donnelly, Assistant City Manager

By: Christine Lottier, Executive Assistant to the City Manager 

SUBJECT: FY2018-2019 City Commission Travel and Per Diem Budget

For FY2018-2019 the City Commission Travel and Per Diem account 001-1101-511-40-10 was budgeted at \$18,000.00 for travel related expenses. The estimated remaining balance after the previously approved travel requests on January 22, 2019 is \$5,953.84.*

For your consideration you will find the following travel request:

Commissioner Bill Harris – request to attend the MPO Safe Streets Summit in Miami, Florida, February 23-26, 2019. Estimated cost: \$728.50.

Approval of the above travel request will leave a remaining estimated travel balance for FY2018-2019 of \$5,225.34.*

*Pending cancellation credits

CITY OF DANIA BEACH LOCAL TRAVEL AUTHORIZATION

EMPLOYEE: Commissioner Bill Harris
DEPARTMENT: City Commission
LOCATION: Miami, FL
TRIP/TRAINING DATE: February 25 - 26, 2019
PURPOSE: Attend MPO Safe Streets Summit 2019

CHECK ONE ☒ Certification
☒ General Training
☐ License
☒ Other

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

FLC Annual Conference, Hollywood, FL, August 2018

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

COST SUMMARY		
Expense	Description	Estimate
Registration	Paid by Broward MPO	\$ -
Lodging (2 nights @ \$193)	Doubletree by Hilton Grand Hotel Biscayne Bay	\$ 386.00
Parking (2 nights @ \$30)	Doubletree by Hilton Grand Hotel Biscayne Bay	\$ 60.00
Per Diem	Bill Harris	\$ 141.90
TOTAL EXPENSES		\$ 587.90

MILEAGE DETAIL - PERSONAL VEHICLE (attach MapQuest or Google Maps mileage calculation)			
Departure/Destination		Standard Mileage Calculation	
Dania Beach City Hall, Dania Beach, FL		Cost per Mile	Round Trip Mileage
Doubletree Hilton - Miami, FL		0.58	44.2
TOTAL MILEAGE CALCULATION			\$ 25.64

TOTAL ESTIMATED TRAVEL COST **\$ 613.54**

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
Bill Harris		
Finance Director (print)	Signature	Date
Nicki Satterfield		2/7/19

TO BE COMPLETED BY FINANCE		
Preparer (print name)	Signature	Date
Tania Stevens		2/7/19

Lottier, Christine

From: Harris, Bill
Sent: Wednesday, February 06, 2019 3:10 PM
To: Lottier, Christine
Subject: Fw: Your SRE Travel Club Hotel Itinerary - Miami Complete Street Summit - MPO

Hi Chris,

I was able to get a room at the Double Tree Hilton.....the Intercontinental Hotel is sold out ! Registration was n/c because we are Broward MPO Member City.

I'll be going down on Sunday afternoon 2/24 and returning on Tues 2/26. Registration starts at 7:30 Monday morning.

Google shows it's 22.1 miles from my house...the only additional fee will probably be overnight parking for 2 nights

Please let me know if you need anything else ~



Bill Harris
Commissioner | City of Dania Beach
bharris@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-670-9985



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.

Subject: Your SRE Travel Club Hotel Itinerary

SRE Travel Club - CUG

Thanks for booking with SRE Travel Club - CUG!

Booking Status:  **Confirmed**

Trip Number: 16882889428
Room 1:
Guest Name: WILLIAM HARRIS
Confirmation #: 244637458

 Important

***Trip Number**

Use when looking up your reservation on-line, or when calling our customer service team.

***Hotel Confirmation Number**

Use when checking into the hotel

Hotel Information

Hotel Name: Doubletree By Hilton Grand Hotel Biscayne Bay
★★★★

Address: 1717 N Bayshore Dr, Miami, FL, 33132, US

Phone: 305-372-0313

Hotel Information: [Driving directions](#) | [Hotel Information](#)

Room Type: 1 KING BED - SUITE

Check In: Sunday, February 24, 2019 3:00 pm

Check Out: Tuesday, February 26, 2019 12:00 am

Summary of Charges

(All prices are in USD)

Room Cost (per night): **\$193.00**

Nights: **2**

Rooms: **1**

Guests: **1**

Room Subtotal: **\$386.00**

Taxes and Fees: **\$91.98**

Total Cost:

\$477.98 USD

 [Review/Cancel Your Order](#)

Customer Information

Name: William Harris

Phone: 9546080066

Address: 902 Natures Cove Road

City: Dania, FL, US

Postal/Zip Code: 33004

Email: bill@stagedrightevents.com

Credit Card Type: AX

Credit Card #: XXXX-XXXX-XXXX-2010

Important Information

Age Restriction Disclosure

The reservation holder must be 21 years of age or older.

Guarantee Policy

Reservation is guaranteed for arrival on the confirmed check-in date only. If you don't check-in to the hotel on the first day of your reservation and you do not alert the hotel in advance the remaining portion of your reservation will be canceled and you will not be entitled to a refund.

Room Charge Disclosure

Your credit card is charged the total cost at time of purchase. Prices and room availability are not guaranteed until full payment is received.

Room Occupancy Disclosure

All rooms accommodate two guests. Special needs, bed type or other requests are at the discretion of the confirmed hotel. Please contact the hotel directly for availability.

Check-in Policy

The reservation holder must present a valid photo ID and credit card at check-in. The credit card is required for any additional hotel specific service fees or incidental charges or fees that may be charged by the hotel to the customer at checkout. These charges may be mandatory (e.g., resort fees) or optional (parking, phone calls or mini-bar charges) and are not included in the room rate.

Cancellation Policy

For the room type and rate that you've selected, you are not allowed to change or cancel your reservation. If you cancel your room, you will still be charged for the full reservation amount.

Pets Policy

Pets are permitted.

Customer Service

If you have any questions or require further assistance please contact our Customer Service at [877-477-7441](tel:877-477-7441)

Please have your Trip Number (16882889428) and the phone number that you provided when you placed your reservation ([9546080066](tel:9546080066)) ready when you call.

City of Dania Beach
Travel Per Diem Calculator

Traveler Name: Commissioner Bill Harris

Description of Trip: Attend MPO Safe Streets Summit 2019

Daily Per Diem Rate for FY 19: \$ 66.00

Destination: Miami, FL

First Date of Travel 24-Feb-19

Last Date of Travel 26-Feb-19

							Travel
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date							24-Feb-19
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =							\$ 49.50

								Travel
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Date	25-Feb-19	26-Feb-19						
Breakfast 15%	\$ 9.90							
Lunch 35%	\$ -							
Dinner 50%	\$ 33.00							
Total Daily total =	\$ 42.90	\$ 49.50						

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

Total Per Diem Due to Traveler \$ 141.90

Meal Exclusions		
Date	Meal Provided	Amount
25-Feb-19	Lunch	\$ 23.10



FY 2019 Per Diem Rates for Miami, Florida

Meals & Incidentals (M&IE) Breakdown

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



100 W Dania Beach Blvd to DoubleTree by Hilton Grand Hotel Biscayne Bay Drive 22.1 miles, 42 min

100 W Dania Beach Blvd

Dania Beach, FL 33004

Get on I-95 S in Hollywood from Stirling Rd

6 min (1.6 mi)

- ↑ 1. Head west on W Dania Beach Blvd toward Park Ave E
361 ft
- ↩ 2. Turn left onto SW 3rd Ave
0.2 mi
- ↪ 3. Turn right onto Stirling Rd
Pass by McDonald's (on the left in 0.8 mi)
1.0 mi
- ↑ 4. Use the left 2 lanes to turn left to merge onto I-95 S toward Miami
0.3 mi

Follow I-95 S to NE 11th Terrace in Miami. Take exit 2D from I-95 S

21 min (19.8 mi)

- ↑ 5. Merge onto I-95 S
8.8 mi
- ↩ 6. Keep left to stay on I-95 S, follow signs for Miami
8.1 mi
- ↩ 7. Keep left to stay on I-95 S
1.9 mi
- ↙ 8. Use the left 2 lanes to take exit 2D toward I-395/Miami Beach
0.8 mi
- ↪ 9. Use the middle lane to continue on Exit 2B and follow signs for US-1/Biscayne Blvd/Arenas/Pac
0.2 mi

Take Biscayne Blvd to N Bayshore Dr

5 min (0.6 mi)

- ↑ 10. Continue onto NE 11th Terrace (signs for US-1/Biscayne Blvd)
0.1 mi

- ↩ 11. Use the left 2 lanes to turn left onto Biscayne Blvd
0.3 mi
- ➡ 12. Turn right onto NE 14th Terrace
0.1 mi
- ↩ 13. Turn left at the 1st cross street onto N Bayshore Dr
0.2 mi

DoubleTree by Hilton Grand Hotel Biscayne Bay

1717 N Bayshore Dr, Miami, FL 33132

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



IRS issues standard mileage rates for 2019

IR-2018-251, December 14, 2018

WASHINGTON — The Internal Revenue Service today issued the 2019 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, 2019, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 58 cents per mile driven for business use, up 3.5 cents from the rate for 2018,
- 20 cents per mile driven for medical or moving purposes, up 2 cents from the rate for 2018, and
- 14 cents per mile driven in service of charitable organizations.

The business mileage rate increased 3.5 cents for business travel driven and 2 cents for medical and certain moving expense from the rates for 2018. The charitable rate is set by statute and remains unchanged.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, except members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see Notice-2019-02.

The standard mileage rate for business use 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 limitations are described in section 4.05 of Rev. Proc. 2010-51.

Notice 2019-02, 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-2018

Select Language 

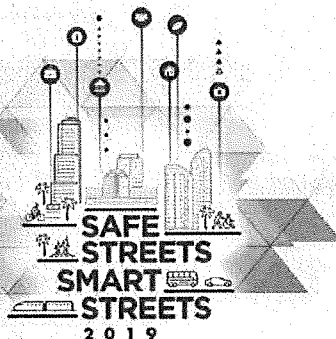
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MIAMI-DADE • BROWARD • PALM BEACH



#SafeStreetsSummit



FEBRUARY 25-26

Miami, FL

CONFERENCE AGENDA

Home › Program › Conference Agenda

Monday, February 25, 2019

Intercontinental Miami
100 Chopin Plaza
Miami, FL 33131

7:45 a.m. – 9:00 a.m.	Registration, Networking, and Continental Breakfast
9:00 a.m. – 9:15 a.m.	Welcome Emcee: Emiko Atherton, Director, National Complete Streets Coalition
9:15 a.m. – 10:00 a.m.	Opening Session Speaker: Darcy Kitching, Walk 2 Connect

[+ READ MORE](#)

10:00 a.m.- 10:15
a.m.

Break

10:15 a.m. - 11:15
a.m.

We Planned This City on Walk and Roll: Designing Smart Mobility for All

Moderator: Carlos Cruz-Casas, Assistant Director, Miami-Dade County, Department of Transportation & Public works

Speakers:

Kyle Wagenschutz, Director of Local Innovation, People for Bikes

Ashley Hand, Cityfi

Paul White, Bird

[+ READ MORE](#)

11:15 a.m. - 12:15
p.m.

Building Ridership: Talking SMART Transit with Jeff Wood

Moderator: Jeffrey Wood, Principal, The Overhead Wire

Speakers:

Chris Sinclair, Renaissance Planning

Alice Bravo, Director, Miami-Dade Department of Transportation and Public Works

[+ READ MORE](#)

12:15 p.m. - 1:00
p.m.

Lunch Buffet

1:00p.m. - 1:30
p.m.

Safe Streets Awards

1:30 p.m. - 2:30
p.m.

Keynote Session: Beyond Traffic: The Emergence of a Connected City

Anthony Foxx, 17th US Secretary of Transportation, Chief Policy Officer, Lyft

[+ READ MORE](#)

2:30 p.m.- 3:00
p.m.

Advocacy to Action: Making Political Champions for Complete Streets

Moderator: Janisse Schoepp, Health Foundation of South Florida

Speakers:

Councilman Ryan Dorsey, Baltimore City

Tabitha Decker, Transit Center

Rebecca Serna, Atlanta Bicycle Coalition

[+ READ MORE](#)

3:00 p.m. - 3:45
p.m.

Closing Remarks

3:45 p.m. - 5:00
p.m.

Networking and Social Hour and Meet and Greet with Anthony Foxx

Learn more about our great speakers here!

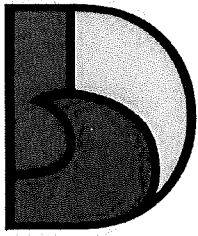
*This is a preliminary conference agenda. Please check back for updates.

Tuesday, February 26, 2019 • Mobile Workshop

Brightline MiamiCentral Station
600 NW 1st Ave
Miami, FL 33136

As part of this year's Safe Street Summit, multiple tours will be conducted through the Mobile Workshop. To learn more about each tour, please check out our Mobile Workshop page.

You may also want to check out previous Safe Streets Summits to learn more about this exciting conference. To view programs, presentations, videos, and pictures, please visit our Archives page.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Colin Donnelly, Assistant City Manager

BY: Brad Kaine, Director of Public Services *BK*

DATE: February 12, 2019

RE: Travel Request Approval for Brad Kaine- American Public Works Association
FY 19 Conference

As the Scholarship Chair for the APWA for the State of Florida, I have to attend four executive meetings a year. The first day of the conference one of the meetings will be being held on Monday, April 15, 2019. I would like to request approval to represent the City of Dania Beach at the APWA Public Works Florida Chapter Expo 2019, in Daytona Beach, Florida from April 14 -19, 2019.

The total expense for this trip will be approximately \$1,077.80 to be funded from the Training Education and Certifications Account No. 001-39-01-539-55-10.

Recommendation

It is recommended that the City Commission approve travel for Brad Kaine to represent the City of Dania Beach at the American Public Works Association (APWA) Florida Chapter 2019 Public Works Expo.

CITY OF DANIA BEACH TRAVEL AUTHORIZATION

EMPLOYEE: Brad Kaine
DEPARTMENT: Public Services
LOCATION: Daytona Beach, Florida
TRIP/TRAINING DATE: April 14 -19, 2019
PURPOSE: APWA Florida Chapter Conference 2019

CHECK ONE

- ☐ Certification
☐ General Training
☐ License
☒ Other

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

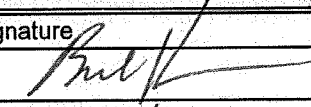
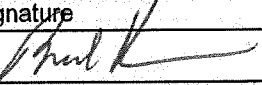
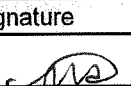
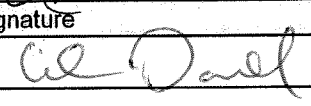
APWA Exec. Comm. Meeting, Daytona Beach, FL, Jan. 18-19, 2019
APWA Expo, Jacksonville, FL April 2018

ACCOUNT NO: 001-39-01-533-55-10

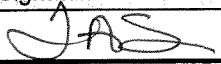
COST SUMMARY		
Expense	Description	Estimate
Registration Fee	APWA Florida Chapter	\$ 299.00
Lodging (5 nights @ \$149.00)	Hilton Daytona Beach Oceanfront Resort	\$ 745.00
Parking (5 nights @ \$24.00)	Hilton Daytona Beach Oceanfront Resort	\$ 120.00
Per Diem (M&IE) Allowance		\$ 212.80
TOTAL EXPENSES		\$ 1,077.80

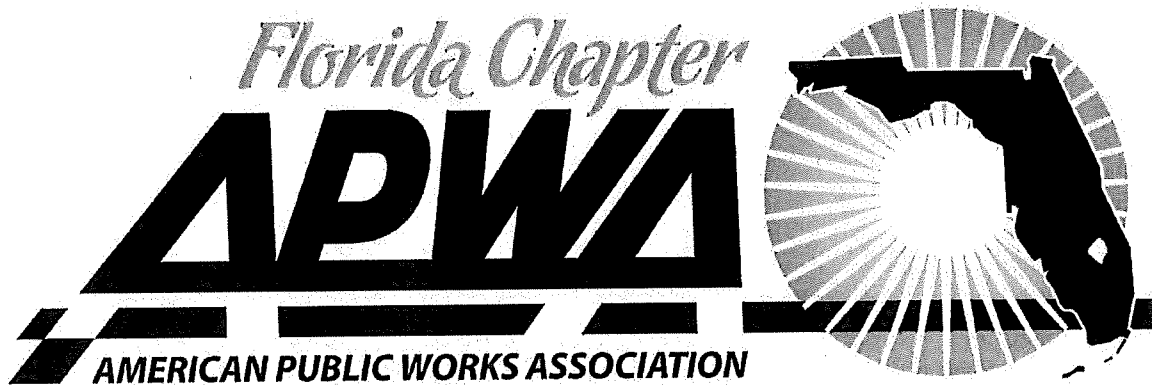
TOTAL ESTIMATED TRAVEL COST

\$ 1,077.80

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
Brad Kaine		1/25/19
Department Director (print)	Signature	Date
Brad Kaine		1/25/19
Finance Director (print)	Signature	Date
Nick Satterfield		1/28/19
City Manager (print)	Signature	Date
Colin Dagnelly Assistant City Manager		1/28/19

TO BE COMPLETED BY FINANCE

Preparer (print name)	Signature	Date
Tania Stevens		1/25/19



**APWA Florida Chapter
2019 Public Works Expo
April 15-19, 2019
Daytona Beach, FL**

The Hilton Daytona Beach Oceanfront Resort is the host hotel for the 2019 Florida Public Works Expo and it's just across the street from the Ocean Center.



We have some VERY exciting events planned for you!

The Florida Public Works Expo attracts hundreds of Public Works professionals from the State of Florida and the Southeast. Join us in Daytona Beach and take time to network with your peers, boost your motivation and gain powerful new tools for success!

You will also have the opportunity to attend a variety of Technical Sessions designed to sharpen your skills, maximize production and keep you on the cutting edge of emerging technologies and products. Be sure and join us for the Trade Show where you can acquire new tools, tips and techniques from the leading suppliers and manufacturers in your Industry!

WHY SHOULD YOU ATTEND:

NETWORKING - APWA Florida Chapter Public Works Expo is expected to bring more than 500 attendees.

EDUCATION - Inspiring Keynote Speaker, NEW Technical Sessions, Innovative Techniques, Leadership Training, Public Works Directors Roundtable and more...

PROFESSIONAL DEVELOPMENT - Earn CEUs and PDHs.

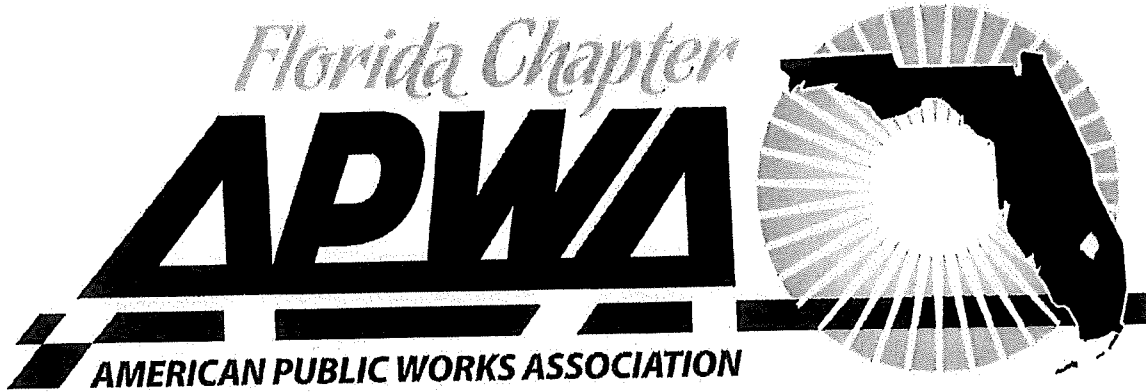
TRADE SHOW - Featuring state-of-the-art equipment, products and services from leading suppliers and manufacturers. The Exhibit Show will feature close to 100 Vendors!

RODEO COMPETITION - Over six events will be hosted by APWA approved equipment dealers for this year's Equipment Rodeo. Challenging and innovative events are aimed to test the skills and safety of the competitor.

RECOGNITION - Awards Banquet honoring Public Works Professionals.

Want to know the latest information on the 2019 Florida Public Works Expo?
Follow Us on **Twitter**, Like Us on **Facebook** or
Connect with Us on **LinkedIn**

Questions? Please contact Plan Ahead Events - Tampa Bay
P: 727-544-1400 | F: 727-546-1956 | info@pae-tampabay.com



Payment

	USD
Registration Total	299.00
Amount Payable	299.00

Payment Method

- ☒ Check Payment
- ☐ Online Credit Card Payment

Make check payable to APWA FLORIDA CHAPTER and mail to:
Plan Ahead Events
7431 114th Avenue North, Suite 102
Largo, FL 33773

☐

Back

Submit

Questions? Please contact Plan Ahead Events - Tampa Bay
P: 727-544-1400 | F: 727-546-1956 | info@pae-tampabay.com

100 North Atlantic Avenue, Daytona Beach, Florida, 32118, USA
+1-386-254-8200



Reservation Confirmation # 3524100295

Hotel

Hilton Daytona Beach Oceanfront Resort
100 North Atlantic Avenue
Daytona Beach, Florida 32118
USA
Phone: +1-386-254-8200

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

Room and Plan Selection

DETAILS	(USD)
1KING BED OCEANFRONT AMER PUB WORKS ASSN	
Price:	\$745.00
Taxes:	\$93.13
Total for stay:	\$838.13

Stay Information

Arrival: Sunday, 14 Apr 2019
Departure: Friday, 19 Apr 2019
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: BRAD KAINE
Additional Guests:
Address type: Home
Address: On file
Email: On file
Phone: On file

Payment Information

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

BRAD KAINE, you're eligible for an upgrade!

Premium rooms may go unsold and can be offered at check-in for as little as \$24 extra per night!

Upgrade

Driving directions

To our hotel: See directions below to our Daytona hotel in 100 North Atlantic Avenue. We are connected to the Ocean Walk Village shops and restaurants and across A1A from Ocean Center Daytona Beach Convention Center.

From North: Take I-95 South to Daytona Beach Exit 261-A. Go East on International Speedway Boulevard. (Route 92) 6.5 miles/10.4 kilometers. Turn left (North) on Atlantic Avenue (A1A). Hotel is five blocks on the right.

From South: I-95 North To Daytona Beach Exit 261. East on International Speedway Boulevard. (Route 92) 6.5 miles/ 10.4 kilometers. Turn left (north) on Atlantic Avenue (A1A), and the hotel is five blocks on the right.

From West: I-4 east to I-95 North Exit 261. East on International Speedway Boulevard. (Route 92) 6.5 miles/ 10.4 kilometers. Turn left (north) on Atlantic Avenue (A1A), and the hotel is five blocks on the right.

From Daytona Beach Regional Airport: Take a right (East) onto International Speedway Boulevard (Route 92) 5 miles/8 kilometers. Turn left (north) on Atlantic Avenue (A1A) Hotel is five blocks on the right.

Rules & Restrictions

Taxes

- 12.50 % per room per night

Guarantee Policy

This reservation requires a credit card deposit of \$167.63 USD which will be charged to your card.

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

If you wish to cancel, please do so 3 days prior to arrival to avoid cancellation penalties.

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.

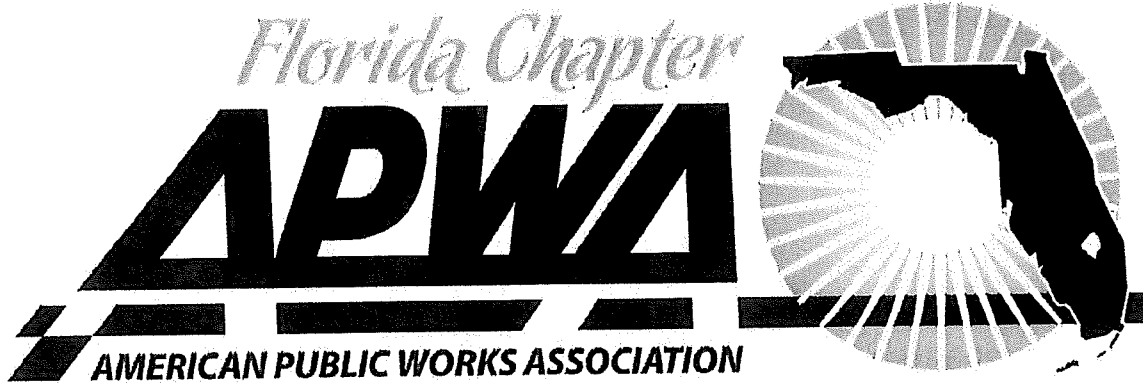
Totals listed here are estimated based on current taxes and exchange rates (if applicable) and do not include additional fees/charges that may be incurred during your stay.

Daily Resort Charge will be added to the room rate and includes: Guest Internet Access/\$5 food credit/15% off facial or massage/15% off gift shop reg priced clothes/1hr board or bike rental/1 select D-Dawgs arts-crafts/Breakfast free 12 and under off kid menu with parent/local-toll free calls.

Optional services for an additional charge

- Parking charges: Self parking - \$17.00. Valet parking - \$24.00
- Pets allowed, \$100.00 Non-refundable fee, 75 lbs maximum

Booking Terms & Conditions



Monday, April 15, 2019

Print

3:30 PM - 5:00 PM

No Dinner provided

Executive Committee Meeting
Meeting open to Executive Committee
Members ONLY

Tuesday, April 16, 2019

7:30 AM - 4:00 PM

8:00 AM - 8:30 AM

12:30 PM - 2:30 PM

5:00 PM - 6:30 PM

No Breakfast
No Dinner

Registration Open (Tuesday)

T1 1st Timers' Session

Opening Session w/Keynote Speaker

President's Reception

Wednesday, April 17, 2019

7:00 AM - 8:00 AM

7:00 AM - 4:30 PM

9:00 AM - 10:00 AM

No Breakfast *No Dinner*
No Lunch

Walk/Run
Meet @ the Clock Tower located at the
Hilton Daytona Beach Oceanfront Resort

Registration Open (Wednesday)

General Session

NOT IN EQUIPMENT RODEO

9:00 AM - 3:30 PM

Equipment Rodeo

Lunch from 11:30 am - 1:00 pm located at
the Ocean Center Concession Area

5:30 PM - 6:00 PM

Transportation to Daytona International
Speedway

Loads @ Hilton Daytona Beach Oceanfront
Resort

6:00 PM - 8:00 PM

Special Event Night

8:30 PM - 10:00 PM

Young Professionals Networking Reception
(2 Drink Tickets provided for 35 & Under
Only)

Thursday, April 18, 2019

7:30 AM - 4:00 PM

Registration Open (Thursday)

8:00 AM - 10:00 AM

Public Works Director Roundtable

9:00 AM - 4:00 PM

Exhibit Show

12:30 PM - 1:30 PM

Exhibit Show Lunch

5:00 PM - 6:00 PM

Reception

6:00 PM - 9:00 PM

Awards/Scholarship Banquet

NO Breakfast

Friday, April 19, 2019

10:00 AM - 12:00 PM

Branch Training

Open to Branch Members ONLY

Questions? Please contact Plan Ahead Events - Tampa Bay
P: 727-544-1400 | F: 727-546-1956 | info@pae-tampabay.com

City of Dania Beach
Travel Per Diem Calculator

Traveler Name: Brad Kaine

Description of Trip: APWA Florida Chapter Conference 2019

FY 19 Per Diem Rate: \$ 56.00

Location Daytona Beach, Florida

First Date of Travel 14-Apr-19

Last Date of Travel 19-Apr-19

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Travel Sunday
Date							14-Apr-19
Breakfast 15%							
Lunch 35%							
Dinner 50%							
Total Daily total =							\$ 42.00

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Travel Sunday
Date	15-Apr-19	16-Apr-19	17-Apr-19	18-Apr-19	19-Apr-19		
Breakfast 15%	\$ -	\$ 8.40	\$ 8.40	\$ 8.40			
Lunch 35%	\$ -	\$ -	\$ 19.60	\$ -			
Dinner 50%	\$ 28.00	\$ 28.00	\$ 28.00	\$ -			
Total Daily total =	\$ 28.00	\$ 36.40	\$ 56.00	\$ 8.40	\$ 42.00		

Pro-rating Per Diem for Travel Date of Departure/Return: \$ 42.00

Total Per Diem Due to Traveler \$ 212.80

Meal Exclusions		
Date	Meal Provided	Amount
4/15/2019	Breakfast	\$8.40
4/15/2019	Lunch	\$19.60
4/16/2019	Lunch	\$19.60
4/18/2019	Lunch	\$19.60
4/18/2019	Dinner	\$28.00



U.S. General Services Administration

FY 2019 Per Diem Rates for Daytona Beach, Florida

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Daytona Beach	Volusia	\$56	\$13	\$15	\$23	\$5	\$42.00



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

TO: Honorable Mayor Lori Lewellen
Honorable Vice Mayor Lauren Odman
Honorable Commissioner Chickie Brandimarte
Honorable Commissioner Bill Harris
Honorable Commissioner Tamara James

Memo #: DFA-19-010

FROM: Colin Donnelly, Assistant City Manager

BY: Nicki Satterfield, Finance Director 

DATE: February 4, 2019

SUBJECT: Florida Government Finance Officers Association – Annual Conference 2019
May 18, 2019 to May 22, 2019.

The FGFOA (Florida Government Finance Officers Association) is holding their annual conference May 18, 2019 – May 22, 2019 this year. The conference provides continuing education hours to maintain CPA licensure requirements as well as offering annual updates and training covering topics in auditing, financial planning, debt management and various other technical topics including GASB updates and requirements which are essential. The conference also provides the latest reporting requirements, updates to new pension requirements and proposed legislative updates including health care reform, pension reform and other significant disclosure requirements.

As Director I typically attend the National Conference and have either the Assistant Director or Controller attend the State Conference. However, due to family illness I do not feel comfortable at this time going out of State. I am requesting the Assistant Finance Director be allowed to attend the National GFOA Conference in my absence and I attend the local state GFOA conference. Should I not be able to attend the State conference Yeimy Guzman, Controller will attend in my absence.

The City's FY 2019 budget is planned for and has sufficient funding for attending this conference.

Commission approval is recommended to allow the Assistant Finance Director to attend this annual Government Finance conference.

CITY OF DANIA BEACH TRAVEL AUTHORIZATION

EMPLOYEE: Adam Segal
DEPARTMENT: Finance
LOCATION: Los Angeles, California
TRIP/TRAINING DATE: May 18 - May 22, 2019
PURPOSE: GFOA Annual Conference

CHECK ONE ☐ Certification
☐ General Training
☐ License
☒ Other

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

None

ACCOUNT NO: 001-17-01-513-40-10

COST SUMMARY		
Expense	Description	Estimate
Conference Fee	GFOA	\$ 465.00
Lodging (4 nights @ \$268.00)	Millennium Biltmore Hotel	\$ 1,072.00
Airfare	FLL-LAX Round Trip Estimate	\$ 400.00
Uber/Lyft/Taxi	Estimate	\$ 100.00
Per Diem	Adam Segal	\$ 240.90
TOTAL EXPENSES		\$ 2,277.90

TOTAL ESTIMATED TRAVEL COST **\$ 2,277.90**

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
Adam Segal		2/4/19
Department Director (print)	Signature	Date
Nicki Satterfield		2/4/19
Finance Director (print)	Signature	Date
Nicki Satterfield		2/4/19
City Manager (print)	Signature	Date
Colin Donnelly		2/4/19

TO BE COMPLETED BY FINANCE		
Preparer (print name)	Signature	Date
Tania Stevens	TAS	2/4/19

Register **ONLINE** at www.gfoa.org or complete and scan the registration form and E-MAIL it to conference@gfoa.org. You may also FAX it to (312) 977-4806 or MAIL it to: GFOA, 203 N. LaSalle Street, Suite 2700, Chicago, IL 60601-1210. By attending this conference, your photo is subject to be taken and used for various promotional purposes, including conference posting on social media during the event.

STEP 1 Attendee Information

Please print or type.

First Name	MI	Last Name
Title/Position		Organization/Company
Mailing Address		
City	State/Province	Zip/Postal Code Country
Telephone	Fax	
E-mail Address (REQUIRED)	GFOA Membership # (if available)	
Preferred Name on Badge ☐ Indicate if you are substituting for a government member.		
Name of Government Member		

STEP 2 Preconference/Conference Registration

Preconference seminar registration and fees are separate and in addition to the annual conference registration and fees. Check the seminar(s) of your choice:

Friday, May 17, 2019

- | | |
|---|--------------------|
| ☐ Alliance for Excellence in School Budgeting: | 8:30 am – 4:30 pm |
| ☐ GFOA Annual Conference Meeting | |
| ☐ Strategies for Professional Growth: | 8:30 am – 12:30 pm |
| ☐ Building Confidence and Influence | |
| ☐ All the Queen's Horses — Beyond the Movie | 1:00 pm – 5:00 pm |
| ☐ It's Out There: Understanding the Financial | 1:00 pm – 5:00 pm |
| ☐ Impacts of Cyber Security Risk | |
| ☐ Finding the Right Banking Services Fit for You | 1:00 pm – 5:00 pm |

Saturday, May 18, 2019

- | | |
|--|--------------------|
| ☐ An Accountant, An Actuary, and an Auditor | 8:30 am – 12:30 pm |
| ☐ Walk into a Bar... | |
| ☐ Issuer Disclosure Practices and Investor | 8:30 am – 12:30 pm |
| ☐ Relations Program | |
| ☐ Detroit: Past, Present, Future | 8:30 am – 12:30 pm |
| ☐ All the Queen's Horses — Beyond the Movie | 1:00 pm – 5:00 pm |
| ☐ (Encore Presentation) | |
| ☐ Doing the Right Thing When it is Hard: | 1:00 pm – 5:00 pm |
| ☐ Living Your Ethics in Tough Situations | |

CHECK RATE BELOW:

Each Preconference Seminar

- | | |
|---|-------|
| ☐ Government Member | \$160 |
| ☐ Nonmember Government | \$175 |
| ☐ Private-Sector Member | \$185 |
| ☐ Nonmember Private Sector | \$210 |

CONFERENCE REGISTRATION FEES (Please check one)

	Early Registration Postmarked and paid by 1/31/19	Advance Registration Postmarked and paid by 4/11/19	Full Registration Postmarked and paid after 4/11/19
Government Member	☐ \$420	☐ \$465	☐ \$535
Private-Sector Member	☐ \$565	☐ \$610	☐ \$705
Nonmember Government	☐ \$575	☐ \$615	☐ \$690
Nonmember Private Sector	☐ \$855	☐ \$885	☐ \$980
Full-Time Student	☐ \$130	☐ \$135	☐ \$145
Retired GFOA Government Member (not currently employed)	☐ \$ 0	☐ \$ 0	☐ \$ 0

STEP 3 New Member Fees (if applicable)

Member Type* Please Check One:

- ☐ Government Member ☐ Private-Sector Member

*Visit www.gfoa.org or call 312.977.9700 for fee.

STEP 4 Total Fees (All fees in U.S. funds)

Preconference Seminar(s):	\$ _____
Conference Registration:	_____
Group Discount:**	_____
New member fee - discount will be applied upon payment	_____
Discount for paid new member	(\$25.00)
Complete Set of 113th Annual Conference Session Recordings	_____
☐ Member - \$99 ☐ Nonmember - \$149	_____
Subtotal:	\$ _____

Closing Event:

# of tickets/adult, \$25.00	x _____ = _____
# of tickets/children and young adults under 21, \$10.00	x _____ = _____
# of tickets/children under 5, complimentary	x _____ = 0

Total Fees: \$ _____

** Receive a 10 percent discount on your conference registration if three or more people from your jurisdiction are attending the annual conference (registrations must be submitted and paid together). This discount does not apply to preconference seminars. If you plan to sign up with 10 or more colleagues, e-mail conference@gfoa.org for discounted fees.

STEP 5 Method of payment (please check one)

- ☐ Payment by check: Make payable to "Government Finance Officers Association"
- ☐ Payment by credit card: ☐ Amex ☐ Discover ☐ MasterCard ☐ Visa

Name on Card

Card Number Expiration Date (mandatory)

Signature

- ☐ Bill Me: P.O. Number: _____
- You must include a purchase order number. GFOA Tax ID Number: 36-2167796

Confirmations

Confirmations and invoices will be sent as PDF attachments via e-mail from training@gfoa.org. Please add this address to your allowed senders list.

Please see the GFOA conference brochure and www.gfoa.org for the cancellation and refund policy.

Bringing a Guest?

Print name(s) of additional guest(s)/children and young adults. Please attach additional names on a separate sheet if needed.

First Name	Last Name
First Name	Last Name
☐ Children and young adults 21 or Under.	
First Name	Last Name
First Name	Last Name



Government Finance Officers Association

113TH GFOA ANNUAL CONFERENCE | MAY 19-22, 2019 • LOS ANGELES, CALIFORNIA

Room Choice

[Dashboard](#)

To reserve a room, locate your preferred room type below and click the corresponding Reserve button.

Millennium Biltmore Hotel

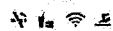
[Favorite ★](#)

Hotel Location

506 S Grand Ave
Los Angeles, CA 90071-2602

Distance from Los Angeles Convention Center: 1.4 miles

Hotel Features



[Description](#) | [Photos](#) | [Map](#) | [Amenities](#) | [Cancellation](#) | [Reserve Room](#)

▸ [Description](#)

▸ [Photos](#)

▸ [Map](#)

▸ [Amenities](#)

▸ [Cancellation](#)

▾ [Reserve Room](#)

The rates indicated below are based on Single occupancy. Additional occupants may incur additional fees.

Note Regarding Waitlisted Rooms: If a room type below is showing as **Waitlisted**, you will be able to view what dates are waitlisted once you reserve a specific room type. If you select a waitlisted room type, we will make every effort to fulfill the request and confirm your reservation as soon as possible.

Deluxe Room Max Guests - 4

⊘ SOLD OUT

Guarantee
☐

nightly
\$218.00 ▼

total
\$756.68 ▼

Reserve

Club Room Max Guests - 4

✓ AVAILABLE

Guarantee
☐

nightly
\$268.00 ▼

total
\$930.23 ▼

Reserve

$\$268.00 \times 4 = \$1,072.00$

[Back](#) [Dashboard](#)

This awesome event is coming soon! Make your plans today.

108 : 7 : 13 : 22
days hours min sec



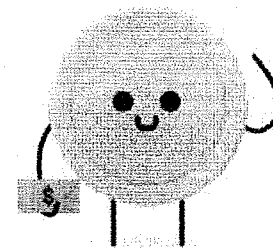
Add your property Account ▼ My Lists 3

Flights Hotels Bundle and Save Cars Cruises Things to Do Vacatio

Review your trip

Trip Summary

Trip Summary ▼



Rewards available

Rates are quoted in US dollars

72644 customers protected their flight in the last 7 days. Add flight protect

Rewards Rate 0.1-0.2%

Sat, May 18

From Fort Lauderdale - Hollywood Intl. (FLL)
To Los Angeles Intl. (LAX)

jetBlue JetBlue Airways

10:37am
FLL



1:23pm
LAX

5h 46m, Nonstop

Activate Rewards

Show flight and baggage fee details ▼

Wed, May 22

From Los Angeles Intl. (LAX)
To Fort Lauderdale - Hollywood Intl. (FLL)

jetBlue JetBlue Airways

Web Fare

3:07pm
LAX



11:08pm
FLL

5h 1m, Nonstop

Show flight and baggage fee details ▼

< Change flights

Select your fare

Fare includes both departure and return flights for all travelers.



Blue

Cabin: Economy/Coach

Checked Bags

Seat Choice

Carry On Bag

Show more x

\$395.61



lax to grand avenue taxi rates



All Maps News Shopping Images More Settings Tools

About 15,100,000 results (0.66 seconds)

Los Angeles Taxi Rates

\$2.85

\$0.30

\$46.50

\$4.00

2 more rows

Flag drop (first 1/9th mile)

For each 37 seconds waiting/delay (\$29.19 per hour).

Flat fare for trips between LAX and downtown. Area bounded by Alameda St., Santa Monica Fwy., Harbor Fwy., Cesar E. Chavez, Union Station and Chinatown.

Surcharge for all trips originating at LAX.

Los Angeles Taxi Rates | Taxi Fares Los Angeles | Cab Los Angeles ...

ineedtaxi.com/rates/

About this result Feedback

People also ask

How is taxi fare calculated?

How much will it cost to take a taxi?

How can I get Uber at LAX?

How much is uber in Los Angeles?

Feedback

Taxi Fare Calculator | LA City Cab

www.lacitycab.com/taxi-fare-calculator/ ▼

How much does a taxi cost to go from one destination to another? Check out taxi fare calculator for a better idea of estimated cost for taxi transportation.

TaxiFareFinder Los Angeles, CA - Estimate Your Taxi Cab Fare, Cost ...

https://www.taxifarefinder.com/main.php?city=LA&lang=en ▼

Fare Information. Add \$4.00 from LAX airport. \$46.50 flat rate between LAX and downtown. \$15.00 minimum fare originating at LAX. No additional fees for extra passengers.

LAX - Local Taxi Info - Recent Searches

Los Angeles Taxi Rates | Taxi Fares Los Angeles | Cab Los Angeles ...

ineedtaxi.com/rates/ ▼

If you are looking for a cab in Los Angeles, the Checker Cab Company offers quality transportation at low rates.

Missing: grand | Must include: grand

Taxi rate from LAX to downtown - Los Angeles Forum - TripAdvisor

https://www.tripadvisor.com › ... › Los Angeles › Los Angeles Travel Forum ▼

Aug 13, 2018 - Answer 1 of 11: Hi everybody, My husband and I will be arriving next friday to LAX at 5 PM and I think that taking a taxi will be the best option to ...

Taxi-Calculator Los Angeles - Free Taxi Fare Calculation for Taxi ...

https://www.taxi-calculator.com/taxi-fare-los-angeles/260 ▼

Calculate your Taxi Fare in Los Angeles with the latest Los Angeles Taxi Rate for 2019 (officially fixed 16. July 2011). Just enter start and destination and let us ...

Missing: grand | Must include: grand

Rates and Services - Los Angeles Taxi Cab Company - Yellow Cab

https://layellowcab.com/rates.html ▼

Know our rates and services for taxi cab service in Los Angeles, Santa Monica, Bel Air, Brentwood, Westwood, and West Hollywood.

Missing: grand | Must include: grand

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

Traveler Name: Adam Segal

Description of Trip: GFOA Annual Conference

FY 19 Per Diem Rate: \$ 66.00

Destination: Los Angeles, California

First Date of Travel 18-May-19

Last Date of Travel 22-May-19

							Travel
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date						18-May-19	19-May-19
Breakfast 15%							\$ -
Lunch 35%							\$ 23.10
Dinner 50%							\$ 33.00
Total Daily total =						\$ 49.50	\$ 56.10

								Travel
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Date	20-May-19	21-May-19	22-May-19					
Breakfast 15%	\$ 9.90	\$ 9.90						
Lunch 35%	\$ -	\$ -						
Dinner 50%	\$ 33.00	\$ 33.00						
Total Daily total =	\$ 42.90	\$ 42.90	\$ 49.50					

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

Total Per Diem Due to Traveler \$ 240.90

Meal Exclusions		
Date	Meal Provided	Amount
19-May	Breakfast	\$ 9.90
20-May	Lunch	\$ 23.10
21-May	Lunch	\$ 23.10
Total Exclusions		\$ 56.10



FY 2019 Per Diem Rates for Los Angeles, California

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Los Angeles	Los Angeles / Orange / Ventura / Edwards AFB less the city of Santa Monica	\$66	\$16	\$17	\$28	\$5	\$49.50

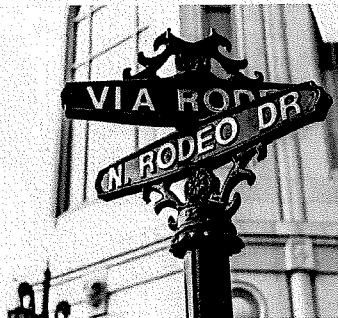
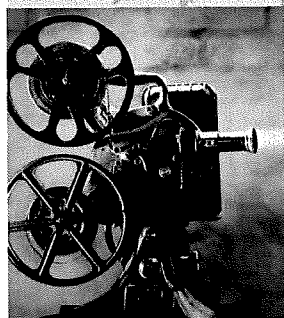
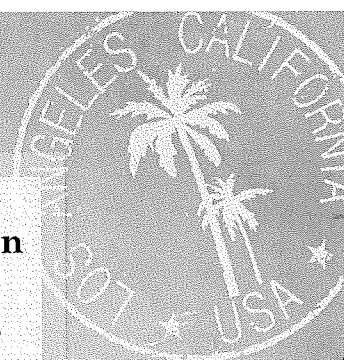


Government Finance Officers Association

GFOA's 113th Annual Conference

May 19-22, 2019

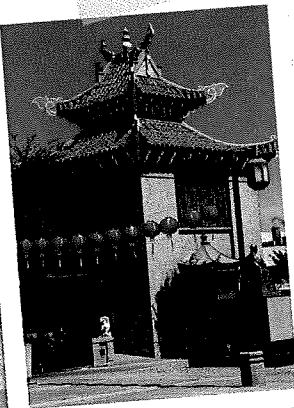
**LOS ANGELES
CONVENTION CENTER**
California

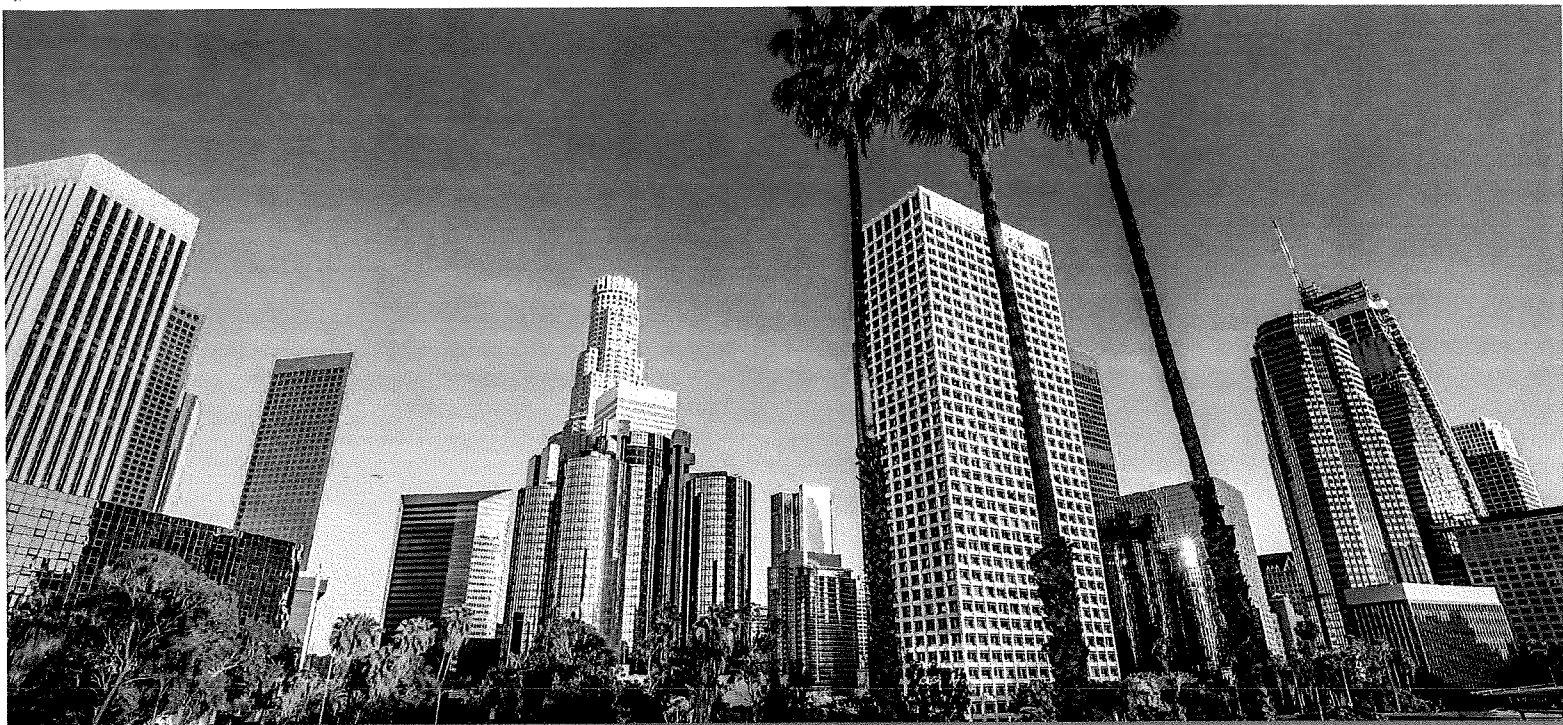


**Go to www.gfoa.org
to register today!**

Earn more than 20 CPE credits

#GFOA2019





About *Los Angeles*

The undisputed entertainment capital of the world, Los Angeles invented the magic of movies and television. Discover L.A.'s vibrant regions, incredible diversity of cultures, attractions, hotels, restaurants, museums, and activities; not to mention L.A.'s stunning beaches and picturesque mountains. Temperatures in May range from 60 to 75 degrees, and you can expect long, sunny days.

For more information about what Los Angeles has to offer, go to www.discoverlosangeles.com.

Get ready to experience the best of L.A. with GFOA—we can't wait to see you in May!

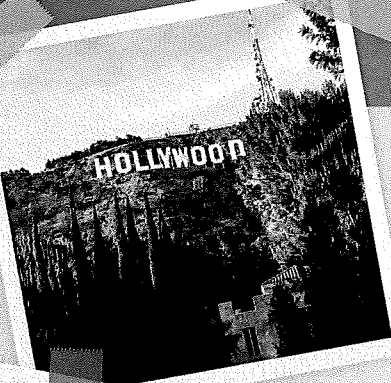


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MESSAGE FROM GFOA PRESIDENT

Invest in Yourself and Your Organization

Dear Colleague:

It is my pleasure to invite you to GFOA's 113th Annual Conference, May 19–22, 2019, in Los Angeles, California. GFOA's Annual Conference encourages and prepares government finance officers to take a leadership role within their organizations. Through a variety of sessions and keynote addresses, you'll learn best practices, policies, and procedures to apply to your government as well as techniques and skills to enhance your professional development. Plus, there are countless networking opportunities to exchange ideas with peers from across the country and around the world!

As government finance officers, it is important for us not only to be equipped with relevant resources to perform our daily work, but to act now to grow our communities: What can we do today to attract and retain the next generation of finance officers? How do we ensure the financing and funding of infrastructure? How can we continue to inform our constituents about what's happening at the federal level?

Attend GFOA's Annual Conference to learn new knowledge about key public finance issues and how to put into practice what you learn in your government and community. I hope you will join us. See you in Los Angeles!

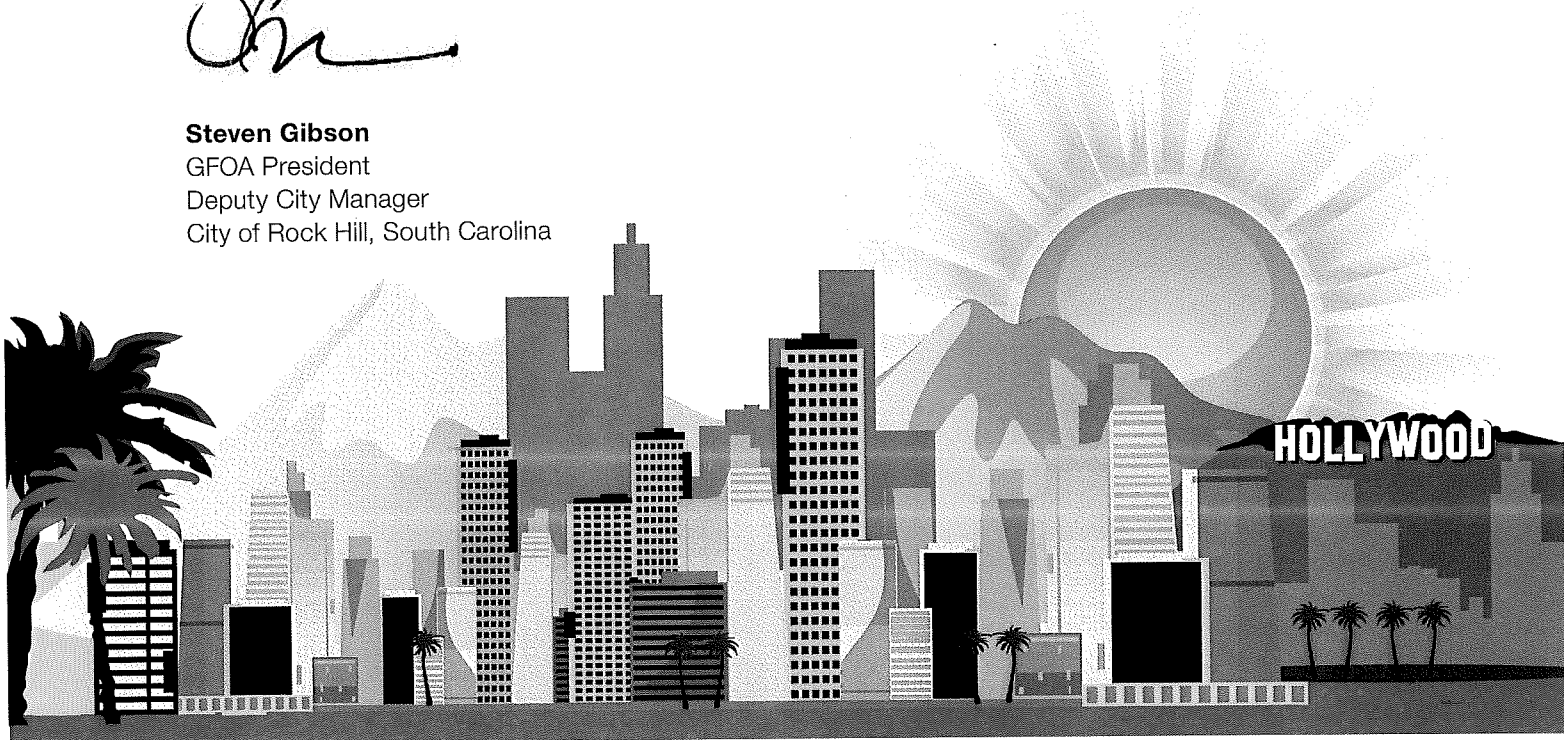
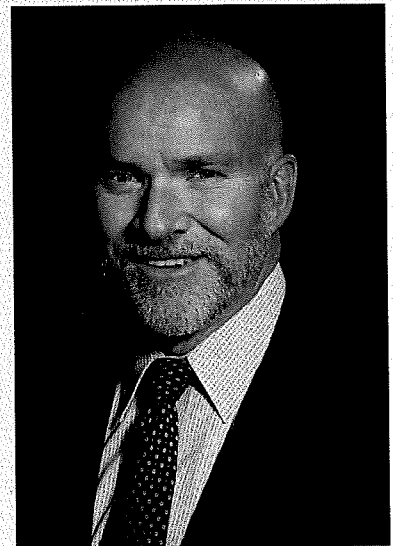


Steven Gibson

GFOA President

Deputy City Manager

City of Rock Hill, South Carolina



CONFERENCE OVERVIEW

WHY ATTEND?

CONCURRENT SESSIONS. A rich array of concurrent sessions cover a broad range of topics, allowing participants to tailor their conference experience to their own needs and circumstances.

PRECONFERENCE SESSIONS. Special preconference sessions provide an opportunity to explore selected topics of interest in even greater depth.

GENERAL SESSIONS. Experience direct contact with nationally recognized speakers addressing topics important to public finance professionals.

DISCUSSION GROUPS. Meet peers and discuss topics directly relevant to school districts, utilities, large governments, small governments, and the next generation of finance officers.

NETWORKING OPPORTUNITIES. Renew contacts and build your professional network.

SOCIAL EVENTS. Connect with colleagues during GFOA's Welcome Breakfast and Closing Event.

CPE CREDIT. Earn more than 20 CPE credits at the annual conference, with even more credits available for those who elect to participate in preconference sessions.

EXHIBIT HALL. GFOA's exhibit hall will put participants in contact with vendors that offer practical tools and solutions for a broad range of professional challenges. Stroll through the hall to view new products, ask questions, and see live demonstrations of services that can save your government time and money. Join us on Sunday morning to kick off this year's hall with a ribbon-cutting ceremony! Watch for new events in the exhibit hall!

If you know vendors that should be exhibiting at this year's show, please e-mail conference@gfoa.org.

SCHEDULE OF EVENTS

PRECONFERENCE SEMINARS

May 17, 2019

8:30 am – 4:30 pm
8:30 am – 12:30 pm
1:00 pm – 5:00 pm

May 18, 2019

8:30 am – 12:30 pm
1:00 pm – 5:00 pm

WELCOME BREAKFAST

May 19, 2019

8:30 am – 10:00 am

CONCURRENT SESSIONS

May 19, 2019

1:30 pm – 2:20 pm — *General Session*
2:40 pm – 3:30 pm
3:45 pm – 4:45 pm

May 20, 2019

8:30 am – 10:10 am — *General Session*
10:30 am – 12:10 pm
12:10 pm – 1:10 pm — *Lunch*
1:30 pm – 2:20 pm
2:40 pm – 3:55 pm
4:15 pm – 5:30 pm

CONCURRENT SESSIONS

(continued)

May 21, 2019

8:30 am – 10:00 am — *General Session and Annual Business Meeting*

10:20 am – 12:00 pm
12:15 pm – 1:15 pm — *Lunch*
2:00 pm – 3:15 pm
3:35 pm – 4:50 pm

May 22, 2019

8:30 am – 10:10 am
10:30 am – 12:10 pm

EXHIBITS

May 19, 2019

10:00 am – 1:30 pm — *To open the hall, festivities will include a ribbon-cutting ceremony and giveaway prizes to the first 113 delegates to enter the hall (excludes guests and children).*

May 20, 2019

11:00 am – 4:30 pm

May 21, 2019

10:00 am – 2:00 pm

CLOSING EVENT

May 21, 2019

7:30 pm – 10:00 pm — *This event will take place at the Microsoft Theater*



The following events (unless otherwise noted) will be held at Los Angeles Convention Center, 1201 S. Figueroa Street, Los Angeles, California 90015

Times are subject to change

MEMBERSHIP AND FIRST-TIMERS SCHOLARSHIP

NOT A MEMBER? JOIN TODAY!

Become a member of GFOA and join forces with nearly 20,000 colleagues dedicated to enhancing and promoting the professional management of governments for the public benefit.

As a member of GFOA, you have access to:

- Best Practice guidance
- Training
- Technical Services
- Awards Programs
- Consulting
- Networking
- Discounts
- e-Newsletter
- *Government Finance Review* magazine

DO YOU TEACH OR WORK WITH STUDENTS?

If you know a student or have a contact at a local college or university who is interested in exploring options in government finance, we want to help students set up GFOA chapters at their schools. Students in GFOA chapters will receive complimentary membership and will have access to GFOA's best practice information, e-Newsletter, *Government Finance Review* magazine, and GFOA's member network. Please e-mail contacts to studentchapters@gfoa.org.

GFOA also offers student memberships for \$25 to full-time unemployed students who are not in a student chapter.

If you're interested in receiving student brochures to distribute in your office or classroom, e-mail membership@gfoa.org.

ALREADY A MEMBER?

Encourage your colleagues to join whether they're in the public or private sector: add members to your government's existing membership or encourage your peers who are interested in public finance but practicing in the private sector to join as Associate members. If you have any questions about membership, e-mail membership@gfoa.org.

GFOA IS COMMITTED TO YOUR GROWTH APPLY FOR A FIRST-TIME ANNUAL CONFERENCE ATTENDEE SCHOLARSHIP

The Annual Conference is an incomparable opportunity for professional growth, and we want all GFOA members to have the chance to attend. For that reason, we are pleased to offer the First-Time Annual Conference Attendee Scholarship program to GFOA active government members. In five years, the scholarship has enabled more than 2,200 recipients to attend their first Annual Conference.

DETAILS

- GFOA will award up to 50 scholarships per state or province.
- Applicants must be GFOA active government members who have never attended an Annual Conference. We've made it easy—applicants who are not yet GFOA members can use the scholarship application to join GFOA all in one step!

BENEFITS

- The scholarship **covers the full conference registration fee.**
- Scholarship recipients will participate in GFOA's **mentorship program** during the Annual Conference as an introduction to the event and also the many ways to become more involved with GFOA.
- Scholarship recipients are invited to kick-off their experience at the **First-Timers Brunch**. Attendees will have the opportunity to network with their peers and mentors, GFOA's Executive Board, and staff.

GFOA active government members who have never attended the Annual Conference before are encouraged to submit an application request to firstannualconference@gfoa.org.



Go to www.gfoa.org to read about GFOA member benefits and to download a membership application and fee schedule today!

Welcome to
Los Angeles

PROGRAM

GENERAL SESSION > Sunday, May 19 — 1:30 pm – 2:20 pm

GENERAL SESSION > Monday, May 20 — 8:30 am – 10:10 am

GENERAL SESSION AND BUSINESS MEETING > Tuesday, May 21 — 8:30 am – 10:00 am

GFOA CONFERENCE TO HIGHLIGHT THREE “KEYNOTE” SPEAKERS

GFOA's 113th Annual Conference will include a keynote speaker during each general session on Sunday, Monday, and Tuesday. As a recognized expert, leader, or visionary, each speaker will provide delegates with a perspective on current events, public finance knowledge, essential leadership skills, and personal development. Keynote speakers will be announced on GFOA's website.

GFOA will also provide several “featured” sessions on the daily schedule that will cover the latest developments in public finance, exemplary speakers, or topics in high demand.

CONCURRENT SESSIONS

GFOA's Annual Conference will include more than 75 concurrent sessions featuring leading practitioners, subject matter experts, and top researchers. Each session will contain a panel of speakers carefully selected to provide best practice guidance, discussion of current events, case studies, debate, and interactive exercises to cover a complete suite of topics pertinent for finance officers of all types and representing all forms of state and local governments. GFOA's concurrent sessions will be organized into separate “core” tracks that focus on essential elements within public financial management. GFOA will also place an emphasis on emerging topics that provide finance officers with information critical to supporting their organizations and communities in today's current environment.

CORE TRACKS	SERIES HIGHLIGHTS
Accounting, Auditing, and Financial Reporting	Ethics
Budgeting and Financial Planning	Fiscal Sustainability
Capital Finance	Disaster Management
Debt Management	Skill Building and
Leadership and Management	Personal Development
Pension and Benefit Administration	Technology
Risk Management and Security	Transparency
Treasury and Investment Management	Public Finance 101
Canadian Focus	Federal Focus
	Networking Sessions*

* Dedicated networking sessions are listed on page 11

Each core track will feature approximately 7-10 sessions focused on GFOA's best practices related to the topic. Attendees can also target a series of sessions that will feature cross-cutting principles, strategies, or tools that provide additional skills and approaches for finance officers to succeed in today's challenging environment.

A sampling of sessions is listed here. A complete list of sessions along with speakers and specific times for each session will be announced in January 2019.

Session Tracks ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

In recent years there have been numerous changes to accounting and auditing standards. Consequently, government finance officials need to make sure that they and their staff are current with new developments. GFOA advocates that state and local governments prepare financial statements in accordance with generally accepted accounting principles (GAAP), and is dedicated to providing participants with information to better understand the changing requirements. The conference will include sessions that focus on accounting and financial reporting topics ranging from new Governmental Accounting Standards Board (GASB) pronouncements to how to prepare for an audit.

FEATURED SESSIONS WILL INCLUDE:

- Accounting and Auditing: Year in Review**
Speakers will provide a comprehensive overview of the key developments in accounting, auditing, and financial reporting that affect state and local governments. Topics covered will include recently promulgated standards, upcoming implementations and related practice issues, as well as developments related to current GASB projects likely to affect issuers and auditors in the near future.
- Making a List and Checking It Twice: A Guide to the GFOA CAFR Award**
GFOA has recently updated and reformatted the checklist of generally accepted accounting principles (GAAP) and program requirements for the Certificate of Achievement for Excellence in Financial Reporting (CAFR Award) Program. In addition to incorporating new GAAP and citations referencing the GASB's Codification, the checklist focuses additional attention on newer, more complex standards, such as those related to pension and OPEB, while condensing somewhat coverage of other topics. Continuing and prospective CAFR Award applicants and Special Review Committee members looking for the inside scoop as well as anyone interested in preparing a better CAFR, should attend to learn how to make the most of this notable resource. This session will also include discussion of selected common reporting deficiencies noted by reviewers.
- Or We Could Just Buy It....**
GASB Statement No. 87, *Leases*, requires lessor and lessee governments to analyze existing lease agreements to properly measure and report assets, liabilities, revenues, expenditures, and deferred items associated with the new standard. This will have significant ramifications in terms of increasing the level of long-term debt reported by governments that use leased facilities and equipment in their operations. Speakers for this session will provide practical implementation tips including a walk-through of the steps required for analyzing and recording example

leases under GASB 87, the inferring of interest rates when the rate charged by the lessor is unknown, and the use of GFOA's lease resource tool.

- **Back to the Future: Update on GASB's Reporting Model and Recognition Projects**

GASB continues to evaluate making changes to its reporting model, which received its last comprehensive review in the project leading to the adoption of GASB Statement No. 34, issued in 1999. At the same time, the GASB examines the way governments currently report all revenues and expenses. This could have wide-ranging effects on the method and timing of revenue and expense/expenditure recognition both government-wide and in all types of funds. Speakers will provide an update on both of these important projects. Attend so you can provide feedback to the GASB and comment on how these potential changes will affect your government.

- **It's an Inside Job: Developing an Internal Audit Function**

Having an internal audit function provides government officials with an important tool to monitor and evaluate internal control activities that are essential to meeting their government's objectives. Learn why governments should have an internal audit function and how a government can develop and operate an effective one. For governments interested in contracting the internal audit, the session will discuss the pros and cons of outsourcing this function, and how to oversee contract auditors to assure effectiveness.

BUDGETING AND FINANCIAL PLANNING

An organization's budget process sets policy, identifies operational goals, and provides a financial plan for all spending throughout the period. The budget also acts as a building block for establishing long-term fiscal sustainability, organizational resilience, financial stewardship, and public trust. GFOA best practices, budget resources, and budget framework developed with the National Council on State and Local Budgeting provide the foundation for an organization's allocation of resources to meet community goals and promote fiscal sustainability. In order to complete a successful budget, GFOA understands that finance officers must be both technically savvy and able to manage the budget process while coordinating resources from across the organization. Sessions will include how to build budgeting skills as well as how to enhance leadership strategies to improve an organization's budget process.

FEATURED SESSIONS WILL INCLUDE:

- **Strategic Planning and Budgeting**

Just about every organization has something called a strategic plan, but few truly have a plan to use that information in a strategic way throughout the budget process. This session will go beyond the buzzwords,

consulting jargon, and "pretty pictures" to discuss how to really develop and implement a strategic plan that can be used to guide an effective budget process. Speakers will discuss how to define goals, best utilize citizens, the role of elected officials, and how to transition from long-term strategic objectives to resource allocation.

- **Adjusting to Changing Service Levels**

Budgeting requires funding services to meeting community conditions. For most governments, the traditional budget process supports maintaining the status quo, but this is not always appropriate. Rising costs, changing demographics, societal pressures, economic development, and major challenges facing a community from job loss to opioids to homelessness to gentrification can cause significant shifts in service demand and delivery. What is a finance officer's role in helping operating departments through these changing service needs? Speakers will discuss lessons learned and how they have worked with operating departments to address challenges related to budgeting for changing service levels and developing public services to meet an ever-dynamic environment.

- **Financial Transparency in the Modern Era**

As stewards of shared resources, finance officers are tasked with managing public funds in an efficient and effective manner. Inherent in this role is an expectation of accountability and transparency to the community being served. As the availability of information has grown, the methods of accountability and transparency have rapidly evolved. This session will explore the meaning and purpose of financial transparency and how budget and performance information can clearly be communicated to the public. Speakers will address what financial transparency is in the modern era and why it's important to enhance financial reporting and budgeting.

- **Thinking Like a Bear: How to Prepare for a Recession**

Are we headed for a recession? Some economists are worried economic expansion will not continue and warn to tread cautiously. Recognizing strong revenues might not continue, and some governments are already preparing for a bear market. In this session practitioners from local governments will share their preparation strategies for thinking about budgeting over the long term. Speakers will discuss an economic outlook on state and local governments and provide perspective on unique considerations for state and local governments.

CAPITAL FINANCE

Effective financing of infrastructure and capital equipment is a core aspect of public finance and is critical to having the appropriate capacity to deliver government services, develop strong communities, and ensure fiscal sustainability. Finance officers play an important role in managing a government's capital program and need to be able to maintain existing

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assets, develop long-term plans, and finance new projects. Sessions will focus on GFOA's best practices and on implementing policies and procedures to develop a capital improvement plan (CIP), prepare a capital budget, monitor capital projects, and maintain existing assets.

Featured sessions will include:

- **Mission Impossible: Investing in Infrastructure**
According to the most recent Report Card for America's Infrastructure from the American Society of Civil Engineers (ASCE), the physical condition and needed investment for infrastructure in the United States was graded a D+. A large portion of the infrastructure in the United States is considered to be in poor to fair condition and approaching the end of its service life. This session will highlight potential solutions from finance officers and other technical experts. Speakers will also discuss how governments can implement strategies for infrastructure and address the political realities impacting these issues.
- **Field of Dreams: Economic Development with Tourism**
Whether it's recruiting the next big business, building a sports stadium, or competing for a large convention, economic development is about generating economic activity beyond the sum of a community's parts. This session will focus on several different concepts of economic development and the pros and cons of each. Ranging from sports to entertainment to good, old-fashioned fun in the sun, speakers will discuss both positive and negative experiences and identify lessons learned with each project. Speakers will also cover how to monitor a project to ensure promised benefits are developing as planned.

DEBT MANAGEMENT

Governments issue hundreds of billions of dollars each year in municipal bonds to finance critical infrastructure. Issuing the debt requires detailed analysis, involvement of outside experts, and thorough understanding of the muni market. In addition, after the debt is issued, governments must comply with a complex set of regulations, requirements, and ongoing responsibilities. Sessions at the conference related to debt management will focus on types of debt, use of counsel, rating agencies, trends in the market, continuing disclosure, and updates on federal legislation and regulation.

FEATURED SESSIONS WILL INCLUDE:

- **Replacing LIBOR**
Starting in 2022, the Secured Overnight Financing Rate (SOFR) will replace the London Interbank Offered Rate (LIBOR) as the benchmark for derivative and swap transactions in the municipal market. This session will summarize work done so far by representatives from GFOA to the Alternative Reference Rate Committee (ARRC) on the transition to the alternative rate. Speakers will also discuss the complexities of the conversion process to inform issuers on

how they should approach existing and future transactions.

- **A Few Good Advisors: Types of Counsel Available to Issuers**

Common legal roles in bond transactions are issuer counsel, bond counsel, underwriter counsel, disclosure counsel, and special tax counsel. For issuers that are infrequently in the market, distinguishing between who to engage and when, is important and often a confusing part of the issuance and management of debt. Speakers will also share their insights on how best to interact with legal advisors.

- **Bank Loan Disclosure Goes to Washington**

The Securities and Exchange Commission (SEC) recently approved amendments to Rule 15c-212 that will affect the entire municipal bond market. While the SEC Rules do not directly require issuers of municipal securities to adhere to disclosure requirements, issuers have a responsibility to abide by their continuing disclosure agreements (CDA). Language related to disclosing bank loans and capital leases is required in CDAs beginning in February 2019. This session will discuss how the issuer community has responded to the amendments and what finance officers can expect moving forward.

- **Hot Topics in the Muni Market**

Finance officers and other government leaders all clearly understand that local governments are on the front line when responding to threats from sea level rise, natural disasters, and cyber security. Finance officers must also understand that these threats can significantly impact a local government's ability to manage its debt. Speakers in this session will discuss what finance officers and debt managers need to be aware of before and after their municipality responds to a crisis.

LEADERSHIP AND MANAGEMENT

Successful finance officers must possess the technical skills to understand the ever-complex field of public finance, but also need the management skills and leadership traits to effect change, implement best practices, position their organization for financial sustainability, and support operations to build strong communities. GFOA is committed to helping finance officers reach their career potential by offering professional development opportunities for the "soft skills" related to ethics, communication, building relationships, supervising employees, working with elected officials, and more.

FEATURED SESSIONS WILL INCLUDE:

- **Don't Give Up, Manage Up: How to Deal with a Difficult Boss**
Ideally, all GFOA members would have great managers who help them succeed and make them feel valued. Unfortunately, not everyone has this ideal situation. In fact, in GFOA's recent survey on employee engagement and job transitions, the number one reason stated for a member to

leave an organization was a conflict with their supervisor. During this session speakers will discuss strategies on how to manage up, evaluate the overall situation at hand, and assess if it is really time for a change.

- **Tips from Senior CFOs**

It is challenging to prepare for the role of a chief financial officer. Each day is different, being flexible and learning on the job is key, and navigating how to provide technical expertise while communicating in a political environment can be difficult. This session will feature several "senior CFOs" who will share lessons learned from their careers. Stories will highlight case study examples of successes and failures to advise on actions you should take or avoid in your own career.

- **Outsourcing the CFO**

Governments can turn to a "contracted CFO" by bringing in a consultant or contract worker to serve the duties regularly held by a full-time employee. This strategy can bridge short-term turnover issues, provide experience and skills not found in the current labor pool, or address daunting financial sustainability issues. Regardless of the reason, this can also create many challenges for an organization. This session will provide strategies and tips for all involved in this situation, including individuals interested in becoming a "1099 CFO," organizations exploring a potential hire, and employees who work for one.

- **Peace in Admin Services: Playing Nicely with the HR Department**

Finance officers and human resource managers make up and provide core administrative services that in many organizations are split into two departments. This can lead to tension, conflict, and inefficiency. This session will feature both finance and human resource professionals and go over how to work better together. Speakers will discuss leadership styles, service level agreements, policies, and business process strategies for creating a more cohesive delivery of services to support your government.

TREASURY AND INVESTMENT MANAGEMENT

At its core, treasury management involves implementing appropriate procedures for the receiving and dissemination of funds and having an investment strategy that protects the safety, liquidity, and yield of a government's financial assets. Managing those assets, however, also requires detailed knowledge in investment strategy, cash management, internal control, technology, and risk mitigation, and working effectively with a network of service providers, including banks, advisors, and other financial service providers. Sessions will focus on providing information for challenges facing finance officers from governments of all sizes.

FEATURED SESSIONS WILL INCLUDE:

- **Your Check is Not in the Mail: Understanding Electronic Payment Methods for Receivables**

As more options for electronic payments become available, local governments may look to new technology as a way to better serve the public. The expansion of traditional online payment methods as well as new options like virtual wallets, mobile apps, self-service devices, and other payment applications, requires finance officers to understand both the benefits and limitations of each and to make decisions that balance the interests of the government and the customer service demands of the public. This session will explore the world of electronic payments, discuss the necessary internal controls and systems to accept different electronic payments, and walk through recommended receivables policies for local governments.

- **What Goes Down, Must Come Up: Investing in a (Finally) Growing Interest Rate Environment**

Ten years after the Great Recession, the market landscape has changed significantly for local governments. As interest rates continue to grow, local governments may begin to reevaluate their existing investment policies. This session will detail notable market trends and their implications for local government investment portfolios as well as discuss best practices in investment policies for municipalities.

- **P-Cards: How to Integrate into an Effective Purchasing Function**

Even as online procurement mediums and purchasing card technology has significantly evolved in recent years, implementation of a comprehensive P-card function can still be challenging from a process, technology, and management perspective. This session will focus on the pros and cons of P-cards, how to manage the implementation of a P-card program, and tips for developing, training, and enforcing organizational policies on P-card use. Items of discussion will be P-card policies, building a relationship with your P-card provider, preventing fraud, integration of P-cards with your ERP system, and managing difficult departments/users.

- **Perspectives in Counterfeit Currency and Fraud Schemes**

Every local government finance officer worries about fraud both internal and external to the Finance office. Fraud and counterfeiting schemes continue to pop up around the country, leaving many local governments searching for ways to protect themselves. In this session fraud investigators will discuss their view of the government fraud and counterfeit landscape, methods for identifying fraud, waste and abuse in the finance office, and internal controls local governments can put into place to help safeguard against such events.

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PENSION AND BENEFIT ADMINISTRATION

GFOA members have identified health-care costs and pension liabilities as two of the most pressing challenges facing governments. Recent changes in accounting rules have highlighted the financial impact of these employee benefits, but the reality of pension and health-care cost trends have been clear for years. Both will continue to increase as a percentage of government spending, creating issues for long-term financial sustainability if not addressed. GFOA conference sessions will present information on market trends, strategies for addressing challenges and lowering costs, and guidance on reforms that will help keep these essential components of public-sector compensation sustainable and effective as tools for recruiting and retaining staff — while ensuring the fiscal health of governments.

FEATURED SESSIONS WILL INCLUDE:

- **DC Plans in the Public Sector: An Update**
Since the Great Recession, defined contribution (DC) plans have increasingly garnered attention among public employers. Join this session to hear how DC plans have evolved in the public sector and some of the top issues they face, including the challenges of keeping participants in the plan and creating lifetime income streams for plan participants. This session will feature a discussion by administrators of DC plans and the various strategies they have adopted, including asset allocation and plan offerings.
- **Public Pension Trends: What a Finance Officer Should Know**
What is going on in the world of public pensions? This session will highlight trends seen across pension plans and the implications that they have on state and local government finance offices. Representatives from pension plans and other industry experts will provide updates on changing standards and requirements and what finance officers should be aware of for the coming year.
- **Impact of Pension Decisions on Credit Ratings**
With increased emphasis on pension decisions, how does plan management affect a state and local government's credit rating? Does it differ for single employer, agent employer, or cost-sharing plans? In this session learn about how rating agencies view funding, assumptions, and governance and what effective financial management strategies plan sponsors can take.
- **To Self-Insure?**
With increasing health-care costs, local governments are looking into self-funded employee health insurance. What does being self-funded mean and what does it entail? This session will feature speakers that have adopted this cost containment strategy, their results, and lessons learned.

RISK MANAGEMENT

Risk management involves identifying potential events and developing plans and strategies to mitigate the potential impact and provide for continued business operations, long-term fiscal sustainability, and organizational resilience. Governments face many threats that have the potential for significant financial impact. Finance officers must be able to evaluate risk, manage mitigation strategies, and be prepared to implement crisis solutions when there is a crisis. Sessions will focus on finance officers' specific roles in risk management and helping prepare their organizations for the forces and challenges facing it. Sessions will focus on risks related to cyber security, disaster planning, and overall liability.

FEATURED SESSIONS WILL INCLUDE:

- **Fantastic Voyage: A Look into Security Assessments**
The first step in mitigating risks is evaluating those that you currently face. In this session speakers will discuss security audits and risk assessments to determine technology vulnerability. Topics addressed will include: How are assessments completed? What should organizations expect at the completion of an assessment? What should an organization do if vulnerabilities are found? What are the potential liabilities? Participants will gain a general understanding of the security assessment process, how to conduct one, and the risk factors that are considered.
- **Gone with the Wind: Your Security Walls Are Down**
This session will explore a case study in cyber crime. Speakers will discuss how the victims discovered that their systems were compromised and the impact of the intrusion. Speakers will also describe the steps victims took to successfully (or unsuccessfully) address the issue. The session will close with prevention techniques including non-technology solutions organizations should consider, such as retaining legal expertise, technology insurance, and other measures not normally considered as defenses for the modern office.
- **Future World: What Will Cyber Security Look Like in the Future?**
As governments develop long-term plans, extended forecasts, and prepare for the future, they must also be aware of the risks that the future will bring. The internet of things (IoT), Artificial intelligence (AI), robotics, cloud solutions, and yet to be discovered technologies will bring new and exciting functions to local government. They will also expose governments to newer and different kinds of threats. Speakers will provide a glimpse into the future and describe potential paths to follow to ensure safer operations in the future.

CALIFORNIA



PROGRAM AND PRECONFERENCE SEMINARS

TARGETED NETWORKING SESSIONS

GFOA's Annual Conference provides numerous opportunities for networking with your peers. Many GFOA sessions will feature roundtable panels or opportunities for discussion. GFOA social events also provide time to make connections and build your network. In addition, GFOA has planned special networking sessions for members looking to engage with their peers on specific issues.

Delegates working in any of the following areas should attend these events specifically planned to bring them together with members of similar backgrounds and interests:

- **The "AAA" Club** — GFOA will host a networking session designed specifically for governments that have achieved an AAA rating. This session will allow delegates to discuss the unique challenges in achieving and maintaining that esteemed rating.
- **School Budgeting** — GFOA's Alliance for Excellence in School District Budgeting will meet to provide an opportunity for discussion centered on improving the budget process to best align to strategies for student achievement.
- **Small Government Forum** — GFOA's Small Government Forum is a discussion group that identifies and explores topics of interest to governments with populations less than 25,000.
- **Urban Forum** — GFOA's Urban Forum will provide networking opportunities and speakers on issues facing large organizations for GFOA attendees representing governments from metropolitan areas with over 1,000,000 people.
- **Utility Finance Forum** — Utility finance requires detailed knowledge in rate setting, enterprise accounting, asset management, and understanding regulations. This networking group is composed of GFOA members from utility organizations and municipalities that operate utilities.
- **Women's Public Finance Network** — The Women's Public Finance Network is a voluntary association of elected and appointed officials, and other women finance professionals to encourage active involvement and full participation of women members in the organization, policy-making process, and programs of GFOA.
- **Black Caucus** — GFOA's Black Caucus supports the aspirations and achievements of African-American public finance officers, helps them to pursue professional development opportunities, and sponsors projects to assist African-Americans seeking careers in government finance.

TARGETED NETWORKING SESSIONS CONTINUED

- **Young Professional Networking Event** — As more and more governments experience retirement of the "Baby Boomer" generation, young professionals are ascending to leadership roles. To support that rise, it is essential for young finance professionals to build and maintain their network. This group is focused on GFOA members under 40.

PRECONFERENCE SEMINARS

GFOA's preconference seminars provide an opportunity for attendees to get in-depth training on topics vitally important to finance officers. Come to Los Angeles a day or two early and multiply the benefits you'll get by signing up for these added training offerings. Preconference sessions will be held at the Los Angeles Convention Center.

Friday, May 17, 2019

ALLIANCE FOR EXCELLENCE IN SCHOOL BUDGETING: GFOA ANNUAL CONFERENCE MEETING

Friday, May 17, 2019 | 8:30 am – 4:30 pm
8 CPE credits

GFOA's Alliance for Excellence in School Budgeting is a networked group of districts working collaboratively to implement best practices in school budgeting. This session will provide practical strategies, lessons learned, and case study examples about HOW leading school districts from around the United States have implemented improved budget practices over the past three years. GFOA's best practices in school budgeting is a framework for enhancing a school district's budget and planning processes. The framework includes practical recommendations on all aspects of the process from better collaboration, goal setting, strategy prioritization, utilizing cost effectiveness measurements to the development of a strategic financial plan and how to leverage the budget document as a communications device.

Please note that this is a full-day seminar.

PRECONFERENCE SEMINARS

Friday, May 17, 2019
(continued)

STRATEGIES FOR PROFESSIONAL GROWTH: BUILDING CONFIDENCE AND INFLUENCE

Friday, May 17, 2019 | 8:30 am – 12:30 pm
4 CPE credits

Have you been hesitant to speak up in a meeting or to interrupt someone speaking? Have you ever chosen words to soften the tone or have you ever downplayed a compliment? How you communicate can be a reflection of your self-confidence. In this preconference session, you will assess your communication style and develop strategies to build an influential voice.

ALL THE QUEEN'S HORSES — BEYOND THE MOVIE

Friday, May 17, 2019 | 1:00 pm – 5:00 pm
4 CPE credits

The city comptroller and treasurer of Dixon, Illinois, stole \$53 million of public funds across 20 years—making her the perpetrator of the largest case of municipal fraud in American history. She used the funds to build one of the nation's leading quarter horse-breeding empires, all while forcing staff cuts, police budget slashing, and neglect of public infrastructure. Her story, and the story of the City has been turned into an award-winning documentary by Kelly Richmond Pope. GFOA will be screening the movie for a limited audience and following will hold a discussion with key "actors" that were involved with both uncovering the fraud and helping the City recover.

IT'S OUT THERE: UNDERSTANDING THE FINANCIAL IMPACTS OF CYBER SECURITY RISK

Friday, May 17, 2019 | 1:00 pm – 5:00 pm
4 CPE credits

Not all finance officers manage IT, but all finance officers will be involved if your organization experiences a cyber attack or data breach. Whether your exposure comes from hacked e-mails, malware, theft of sensitive data, or control of critical infrastructure or industrial systems, the risk is there and it will have a financial impact. This session will focus on the financial risks of cyber security and the steps a finance officer can take to understand the organization's risk exposure, quantify the financial risk, mitigate the impact, and ultimately work to protect the organization against the inevitable.

FINDING THE RIGHT BANKING SERVICES FIT FOR YOU

Friday, May 17, 2019 | 1:00 pm – 5:00 pm
4 CPE credits

Governments rely on banking services to support a variety of critical treasury office processes. Being able to first assess your banking services needs and know about emerging technologies and services are crucial before selecting the right bank. This session will provide an overview of the variety of banking services typically used by governments, emerging trends, tools to develop a robust banking services RFP, GFOA's treasury best practices and resources, and ways to assess banking services fee structures. Speakers will present case studies and engage with attendees throughout this session to facilitate a full understanding of banking services and best practices that should be integrated into your treasury operations.

Saturday, May 18, 2019

AN ACCOUNTANT, AN ACTUARY, AND AN AUDITOR WALK INTO A BAR...

Saturday, May 18, 2019 | 8:30 am – 12:30 pm
4 CPE credits

Who wouldn't want to join them for an in depth and exciting discussion on the accounting, actuarial, and audit concepts and processes related to pension and OPEB? Speakers will discuss the practical application of these topics in a relevant way for all governments. Topics will include selecting actuarial assumptions and their impact, data needed, the valuation process, a walk-through of an actuarial report and crosswalk to financial statements amounts and disclosures, and the role and reliance of external auditors.

ISSUER DISCLOSURE PRACTICES AND INVESTOR RELATIONS PROGRAM

Saturday, May 18, 2019 | 8:30 am – 12:30 pm
4 CPE credits

GFOA has long recommended that issuers have robust bond disclosure practices. Over time, this has become even more important for both primary and continuing disclosures. The course will focus on new amendments to SEC Rule 15c2-12 and provide tools for issuers to understand how to incorporate practices to identify financial obligations where additional disclosures are needed. This session will also include a full detailed review of GFOA's disclosure best practices. Case studies and discussion on creating an investor relations program will also be a part of the program. Topics will include using different technologies to present

PRECONFERENCE SEMINARS

information about your entity and credits to the market, the importance of investor communications, and market reaction to good disclosure and outreach efforts.

DETROIT: PAST, PRESENT, FUTURE

Saturday, May 18, 2019 | 8:30 am – 12:30 pm
4 CPE credits

After four decades of financial challenges, state oversight, and municipal bankruptcy, Detroit was able to emerge with balanced budgets, upgraded credit scores, improved policies and processes, and modern technology. Like all governments, Detroit still faces challenges going forward, but its journey and the lessons learned of its recovery create a case study that is valuable to finance officers from all types of organizations. Attend this session to hear firsthand how Detroit was able to survive its long history of mismanagement and misfortune to emerge from bankruptcy and begin working on creating a financially sustainable organization and resilient community.

ALL THE QUEEN'S HORSES — BEYOND THE MOVIE (ENCORE PRESENTATION)

Saturday, May 18, 2019 | 1:00pm – 5:00 pm
4 CPE credits

The city comptroller and treasurer of Dixon, Illinois, stole \$53 million of public funds across 20 years—making her the perpetrator of the largest case of municipal fraud in American history. She used the funds to build one of the nation's leading quarter horse-breeding empires, all while forcing staff cuts, police budget slashing, and neglect of public infrastructure. Her story, and the story of the City has been turned into an award-winning documentary by Kelly Richmond Pope. GFOA will be screening the movie for a limited audience and following will hold a discussion with key "actors" that were involved with both uncovering the fraud and helping the City recover.

DOING THE RIGHT THING WHEN IT IS HARD: LIVING YOUR ETHICS IN TOUGH SITUATIONS

Saturday, May 18, 2019 | 1:00pm – 5:00 pm
4 CPE credits

Knowing the right thing to do is not that hard. Doing the right thing in the face of pressure to do the wrong thing or at least look the other way can be very hard. In fact, ethical tragedies are often the result of people who sit silently on the sidelines afraid or uncertain of what to do about a transgression. In this session you will work through real-life scenarios of ethical challenges that have occurred in governments. You will learn a distinctive new approach to how to deal with the

situations called, "Giving Voice to Values," which is focused on how to enact the values we already know – think of it as a "self-defense class for your soul."



Taking a full-day session on Friday?

Enjoy a continental breakfast and lunch.

Taking a morning session on Friday or Saturday? A continental breakfast will be available in your session room.

Taking an afternoon session on Friday or Saturday? An afternoon snack will be available in your session room.

Taking a morning and afternoon session on Friday or Saturday? Enjoy a continental breakfast and afternoon snack in your session room, as well as a grab-and-go lunch.

CPE CREDITS

It is possible to earn more than 20 continuing professional education (CPE) credits at GFOA's annual conference. Additional CPE credits can be earned by attending one or more of GFOA's preconference seminars.

GFOA is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.nasbaregistry.org.



National Registry of CPE Sponsors
150 Fourth Avenue North, Suite 700,
Nashville, TN 37219-2417
www.nasba.org



Los Angeles
May 19-22

WELCOME BREAKFAST AND CLOSING EVENT

New this Year – Welcome Breakfast

SUNDAY, MAY 19, 2019 • 8:30 AM – 10:00 AM

LOS ANGELES CONVENTION CENTER

Complimentary to all registered attendees and guests

Good morning GFOA!

Join your colleagues for a welcome breakfast in the convention center. Meet your peers over coffee, tea, and a breakfast buffet. Get energized and make connections for the days to come! Watch gfoa.org for details.



Closing Event

TUESDAY, MAY 21, 2019

7:30 PM – 10:00 PM

MICROSOFT THEATER

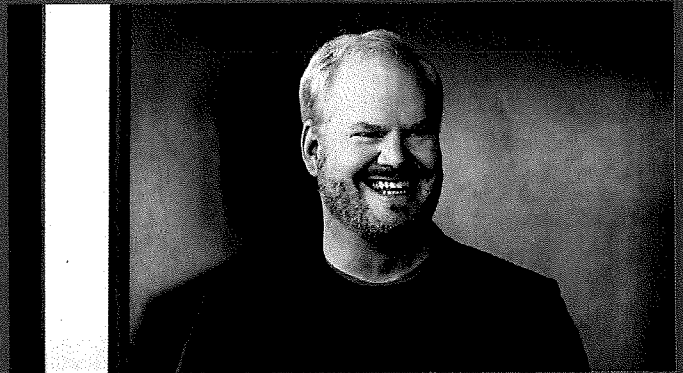
Ticketed event, which includes live entertainment, beverages, and dessert. Space is limited.

Join us at the Microsoft Theater – one of L.A.'s most premier venues and host to the EMMYs, ESPYs, and American Music Awards – for a night of laughter and fun!

We are happy to announce **Jim Gaffigan** in an exclusive show for GFOA attendees and guests! Gaffigan is a three-time Grammy nominated comedian, actor, writer, producer, two-time *New York Times* best-selling author, top touring performer, and multi-platinum-selling father of five. He is known around the world for his unique brand of humor, which largely revolves around fatherhood and his observations on life.

Gaffigan is currently on his *Quality Time* stand-up comedy tour. This year, he premiered his sixth one hour stand up special, *Noble Ape*. In 2016, Gaffigan and his wife ended their critically acclaimed semi-fictional television show, *The Jim Gaffigan Show*, after two seasons on TV Land. Jim has also guest starred on many television comedies and dramas ranging from *Portlandia* to *Law and Order*. Gaffigan's upcoming films include *Chappaquiddick*, *Drunk Parents*, and *Duck Duck Goose*. His other movie credits include *Three Kings*, *Hot Pursuit*, *Super Troopers*, and *17 Again* amongst many others. He has published two books that appeared on the *New York Times* Bestseller's List: *Food: A Love Story* and *Dad is Fat*.

In addition to the comedy, we'll have music and dancing. What better way to top off your stay in L.A.? Buy your tickets today!



Jim Gaffigan



Microsoft Theater

Photo Credit — Tero Vasalaire

You must be registered for the conference to purchase an evening event ticket. Ticket price includes entertainment, beverages, and dessert. Information on shuttle service will be posted to GFOA's website closer to the event date.

Adults: \$25 (\$30 onsite)

Children and young adults under 21: \$10 (\$15 onsite)

Children under 5: complimentary

IMPORTANT ACTION DATES

First discount deadline

January 31, 2019

Second discount deadline

April 11, 2019

Full registration fee required

April 12, 2019

REGISTRATION FEES INCLUDE

- ✓ Concurrent sessions on Sunday through Wednesday (delegates only)
- ✓ Welcome Breakfast on Sunday morning (delegates and guests)
- ✓ Access to the Exhibit Hall on Sunday through Tuesday (delegates and guests)
- ✓ General sessions on Sunday through Tuesday
- ✓ Luncheons on Monday and Tuesday (delegates only)
- ✓ Networking and discussion groups held throughout the conference (delegates only)

REGISTRATION FEE DISCOUNTS

Take advantage of the following discounts:

- ✓ Receive a 10 percent discount on your conference registration fee when three or more people from your jurisdiction register together (registrations must be submitted and paid together). This discount does not apply to preconference seminars.
- ✓ Qualify for the early registration fee discounts. Payment must be received by the deadline dates listed in this brochure.
- ✓ Join GFOA today and receive \$25 off the conference registration fee with a paid new membership.

CONFIRMATIONS

Registration confirmations and invoices will be sent as PDF attachments via e-mail from **training@gfoa.org** to the **registrant only**. Please add this address to your allowed senders list.

GUEST REGISTRATION

There is no registration fee for guests or children, but they must be preregistered. Guests will be admitted to the Sunday Welcome Breakfast and to the exhibit hall during designated hours. Conference sessions and the luncheons on Monday and Tuesday are not open to guests and children.

SUBSTITUTIONS

(Government entities only)

A one-for-one substitution of a nonmember for an active member is allowed. If your organization has a current GFOA member on the staff who is not attending conference, a nonmember may attend in their place at the lower member rate. Please provide the name or the membership number of the GFOA member on the registration form.

CANCELLATION AND REFUND POLICY

March 29, 2019

No fee for cancellations received before this date.

March 30, 2019

Cancellations postmarked between March 30 and April 30 will be refunded, less a 25 percent service fee.

May 1, 2019

Cancellations postmarked between May 1 and May 14 will be refunded, less a 50 percent service fee.

May 15, 2019

No refunds will be issued this date forward.



Register online @ www.gfoa.org or fill out the form in this brochure and mail or fax it to GFOA (fax: 312-977-4806), or scan the completed registration form and e-mail it to conference@gfoa.org. Phone registrations cannot be accepted. Check the registration discount dates and save money by registering early.

GETTING THERE



AIRLINE DISCOUNT CODES

Los Angeles International Airport (LAX) is the largest airport in California and millions of passengers pass through its gates every year. One of the world's busiest airports, thousands of flights take off and land annually from LAX's location on the south coast of California. The city of Los Angeles is just 15 miles (24 kilometers) from LAX Airport and the two are linked by numerous rail and road connections.

DELTA

(www.delta.com) Meeting ID – NY2JA

When booking online, select Meeting Event Code and enter the Meeting ID in the box provided on the search flight page.

UNITED

(www.united.com) Z-code – ZFZC

Agreement code – 566205

To book travel online, enter the Z-code followed by the Agreement code (i.e., ZFZC566205) in the offer code box.

SOUTHWEST

Southwest's flight schedule will be released in early February 2019. GFOA will obtain a discount code and will post it to www.gfoa.org as soon as it becomes available.

There are numerous transportation options available at LAX, including: airport buses, door-to-door shuttle vans, local buses, light rail, taxicabs, rideshare services, and rental cars. A free shuttle bus connects LAX with the Metro Rail Green Line light rail, and free shuttle buses transport passengers between airline terminals.



BUS/RAIL

The FlyAway® bus service provides frequent non-stop transportation between Los Angeles International Airport (LAX) and Union Station in Downtown LA. FlyAway® buses operate seven days a week and drop passengers off on the Upper/Departures Level of each terminal at LAX. At LAX, passengers board buses on the Lower/Arrivals Level in front of each terminal under the green "FlyAway®, Buses and Long Distance Vans" signs. Each bus is marked with its service location.

The LAX FlyAway® service operates from Bus Stop 9 at the Patsaouras Transit Plaza at Union Station in Downtown Los Angeles. Passengers should enter on the Vignes Street side of Union Station. Fare is \$9.75 each way.

<https://www.flylax.com/en/flyaway-bus>

The Los Angeles County Metropolitan Transportation Authority (Metro) transports passengers via subway trains, light rail, and buses. Metro Rail is LA's rapid transit rail system, with six lines

serving 80 stations across LA County. Metro Rail connects Downtown LA, Hollywood, Westside, Culver City, the San Fernando Valley, Pasadena, East LA, the Beach Cities, and Long Beach. Three types of bus service are available in LA: Metro Local, Metro Rapid, and Metro Express. Browse LA Tourism's guide to the Los Angeles public transit system.

<https://www.discoverlosangeles.com/blog/go-metro-and-go-everywhere-la>



RENTAL CAR

HERTZ

To reserve special meeting rates, please book through the following link:

<https://www.hertz.com/rentacar/reservation/?id=64225&LinkType=HZLK>

Once on the webpage, select "Enter a Discount or Promo Code". Enter CV: CV04SJ0007.



AIRPORT SHUTTLE

SuperShuttle prides itself in being the pioneer of the "shared van ride" and the leader in door-to-door airport transportation. Offers 24-hour dependable and affordable service and an ExecuCar sedan service.

<https://www.discoverlosangeles.com/what-to-do/supershuttle>



TAXI SERVICE

Taxis can be found curbside on the Lower/Arrival Level islands in front of each terminal under the yellow sign indicating Taxis. Passengers will be presented with a ticket stating typical fares to major destinations. Only authorized taxis with an official seal issued by City of Los Angeles Department of Transportation on each vehicle are permitted in the airport.



RIDESHARE

Both Uber and Lyft operate in Los Angeles.

ARRIVAL ✈ ARRIVAL
UNITED STATES OF AMERICA
STATE OF CALIFORNIA
LOS ANGELES
MAY 19-22, 2019

EXPAND YOUR NETWORKING OPPORTUNITIES IN GFOA'S OFFICIAL HOTELS

Reserve your room in GFOA's official hotel block and you'll have a great opportunity to network with other conference attendees outside the convention center. GFOA will run courtesy shuttle between the Intercontinental Sheraton, Westin, Millennium, Omni, and the convention center. All other hotels in the GFOA official block are within walking distance to the convention center. Specific routes and schedules will be posted on www.gfoa.org as they become available.

GUARANTEEING YOUR ROOM RESERVATION

Experient is the Official Housing Provider for GFOA's 113th Annual Conference. GFOA has worked diligently with the hotels in Los Angeles to establish room blocks for attendees and exhibitors. **Solicitation of hotel reservations from any company or housing provider other than Experient is not approved by GFOA.**

Reservations made by unaffiliated organizations may appear to be for lower rates; however, they may be illegitimate, have unreasonable cancellation or change penalties, or be completely non-refundable. Please be aware of and report any unauthorized solicitation to GFOA.

Reservations will be processed on a first-come, first-served basis. If available, a hotel will be assigned in order of your preference, or closest to event if not available. You can expect to receive a confirmation within two business days of booking your room reservation. If you have not received your acknowledgement within 10 days of mailing or faxing your housing reservation form, please contact GFOA's Housing Department at GFOA@experient-inc.com or 1-800-967-8852 (International callers 1-847-996-5832).

A major credit card number valid until June 2019 or later or a check for one night's room and tax (add 15.7% tax) is required to secure a reservation. Credit cards are held as a guarantee only by the Housing Bureau, but may be charged by the hotel after April 25, 2019. A charge of one night's room and tax will be charged or forfeited on reservations that do not arrive (no-shows) and are not cancelled before 72 hours of arrival. Early departures after check-in are subject to penalty fees set by hotel.

Checks must be received by April 17, 2019, and must be made payable to Experient/GFOA Housing. Reservations indicating a deposit guarantee, for which no check has been submitted, are subject to cancellation. Please base the amount of the check on the rate at the hotel of your first preference. **Note:** Institutional purchase orders are NOT accepted. Cancellations within 72 hours of arrival will forfeit one night's room and tax. Refunds to those who guaranteed accommodations with a check deposit will be mailed after the end of the event.

HOUSING POLICIES

The lowest available room rates at event hotels have been specially negotiated. Other booking channels are continuously monitored to track down rival rates.



INTERNET:

Use Experient's online system to simplify your group/block booking and reserve your rooms in real-time with an immediate confirmation. Log on to www.gfoa.org and look for the housing link.



PHONE:

8:00 am – 5:00 pm CST, Mon – Fri
1-800-967-8852 (Domestic)
1-847-996-5832 (International callers)



MAIL:

Experient/GFOA Housing
5202 President's Court
Frederick, MD 21703



FAX:

1-888-772-1888



E-MAIL:

GFOA@experient-inc.com

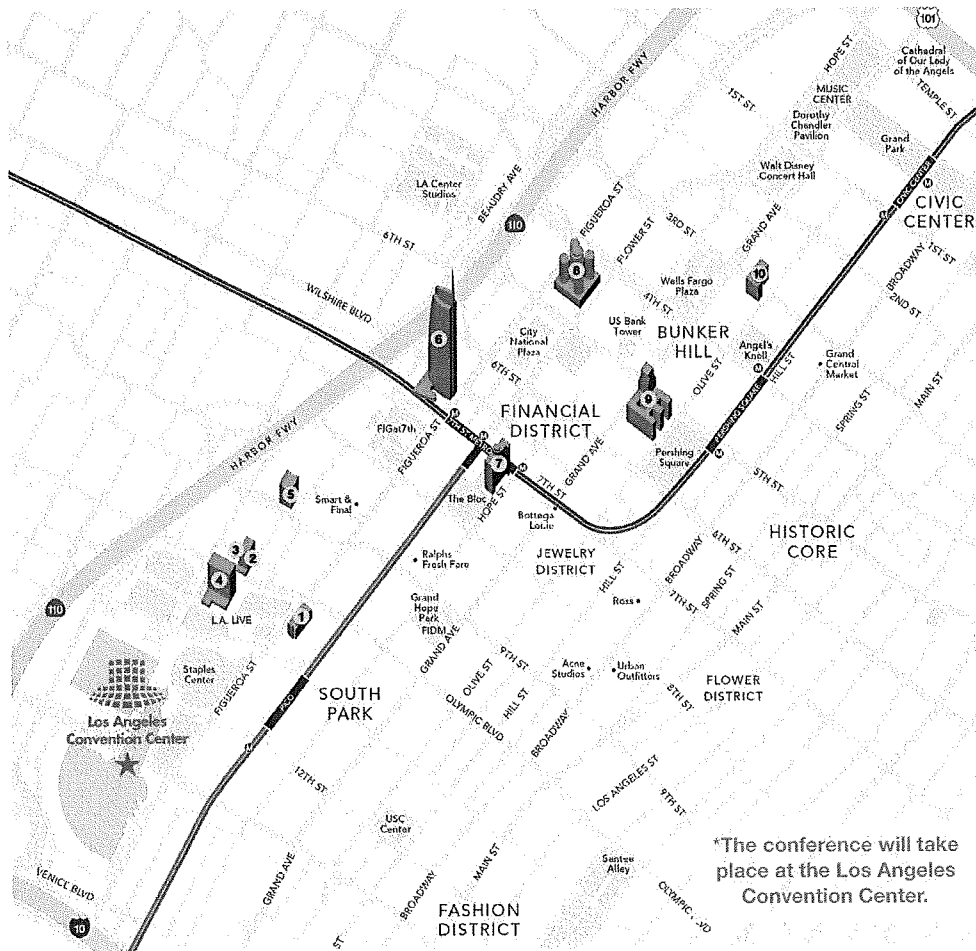
CHANGES AND CANCELLATIONS

Cancellations within 72 hours of arrival will be charged one night's room and tax.

ROOM REQUESTS

Use the grid on the enclosed housing reservation form to indicate your room type(s) and number of rooms you are requesting per night. Enter your hotel choices in order of preference. For more space, attach an additional page, or log on to www.gfoa.org where you can easily make your group booking through Experient's online system. Please indicate any special needs.

OFFICIAL HOTELS AND AREA MAP



Top reasons to book your hotel room in GFOA's Official Hotel Block

SUPPORT GFOA

Booking in the official hotel block helps GFOA continue to offer the best, most competitive hotel rates in the future as well as keeps your registration fee increases to a minimum. It shows GFOA's value to the city and allows GFOA to negotiate better room blocks and rates for you.

RESERVATION PROTECTION

In the event a hotel overbooks, Experient protects those booked in the official hotel block. Rooms booked outside of the official hotel block do not receive this protection.

WAIT LIST

Booking in the block grants the ability to be placed on a wait list online for additional hotel nights needed.

Experient will be the ONLY official housing company for GFOA's Annual Conference and will not contact attendees directly to make a reservation.

Hotel

Distance to
CC (miles)

Group Rates
starting at

1	Lux City Center Hotel	.0	\$264
2	Courtyard Marriott LA Live	.4	\$245
3	Residence Inn by Marriott LA Live	.4	\$256
4	JW Marriott Los Angeles LA Live	.5	\$268
5	Hotel Indigo Los Angeles Downtown	.6	\$274
6	Intercontinental LA Downtown	.7	\$274
7	Sheraton Grand Los Angeles	.9	\$259
8	Westin Bonaventure Hotel & Suites	1.0	\$185
9	Millennium Biltmore Hotel	1.4	\$218
10	Omni Los Angeles	1.5	\$264

Hotels that are "booked," may show up as such because they cannot accommodate your particular stay dates. Try changing your dates or keep watch for possible cancellations for a room to become available. Online reservations is a live database and changes or availability can randomly become available based on activity. Please continue to monitor your search criteria.

GFOA has partnered with **StarLine Tours** to offer sightseeing excursions and guided tours that highlight everything from LA's most iconic sights to forgotten chapters of the city's captivating past. All tours will depart from the Los Angeles Convention Center.



THE ORIGINAL STARS' HOMES TOUR

No trip to Los Angeles is complete without a tour of the homes and playgrounds of Hollywood's rich and famous. Join Hollywood's #1 Celebrity Tour – the "Original Movie Stars Home Tour" as their fun, expert guides take you on the most comprehensive narrated 2-hour tour of the stars' mansions in Beverly Hills and the Hollywood Hills, the celebrity hotspots on Sunset Strip and Rodeo Drive and Hollywood's iconic landmarks. Be sure to bring your camera. You never know who you might spot during your tour!



MOVIE LOCATIONS

This 2-hour tour brings many of Los Angeles' greatest movie locations to life as you pass them in a custom bus while viewing the related movie clip on a very large HDTV, such as scenes from *Transformers*, *Iron Man*, *Blade Runner*, *The Artist*, *The Fast and the Furious*, and *Star Trek*! Take advantage of 24-hour, 48-hour, and 72-hour passes, giving you the freedom and flexibility to see the city on your own schedule while enjoying the comfort and convenience of open-air double-decker bus service. Don't miss movie locations from Hollywood to Downtown with expert commentary and behind-the-scenes insights.



GRAND TOUR OF LOS ANGELES

If you're looking to enjoy the most complete Los Angeles sightseeing experience on the market, the Grand City Tour is perfect. This 5.5-hour tour showcases everything from moviemaking landmarks, and opulent residential neighborhoods to architectural masterworks and historic treasures.



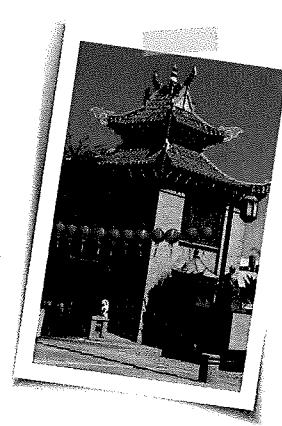
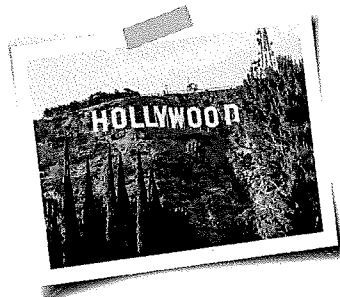
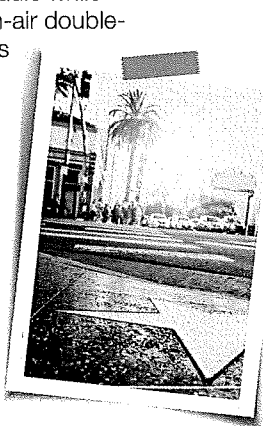
CITY TOUR BY NIGHT

Los Angeles comes alive after dark, with its sparkling city lights and shimmering avenues creating an unmistakable air of glamour and romance. This one-of-a-kind sightseeing adventure takes you on a 4-hour tour through the shining heart of Los Angeles after nightfall. Ideal for conference attendees that only have a few hours to spare and see the sights.



CITY SIGHTSEEING LA

Enjoy the excitement of the City of Angels aboard the StarLine Tours "Hop-on, Hop-off" Los Angeles Bus! StarLine Tours' "Hop-On, Hop-off" Los Angeles buses showcase the very best the city has to offer, from the historic and revitalized Downtown Core to the stunning coastal landscapes and legendary beaches of Santa Monica and Venice. Offered are 24-hour or 48-hour passes, giving you the freedom and flexibility to see the city on your own schedule while enjoying the comfort and convenience of open-air double-decker bus service.



For discounted tickets to **Universal Studios**, go to the following link for details and to purchase tickets: <https://ushtix.com/gfoa19> (There is \$7.00 discount when you purchase tickets through the link. If you purchase tickets online not through the link, the fee is \$109 (Gate price is \$129).) GFOA will be offering discounted tickets to the **GRAMMY Museum** once available.

Detailed information including schedule, pricing, and ordering will be posted on gfoa.org/conference.

CONNECT WITH GFOA



Government Finance Officers Association (GFOA)
GFOA Members Forum



@GFOA (#GFOA and #GFOA2019)
@GFOAJobs
@chrisgfoa



GFOA of the US & Canada
GFOA Members Group

Government Finance Officers Association

203 North LaSalle Street, Suite 2700
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REGISTER EARLY AND SAVE!

GFOA LOS ANGELES CHECKLIST

- ✓ Register for conference
- ✓ Register for preconference seminars
- ✓ Purchase tickets to GFOA's Closing Event
- ✓ Reserve a hotel room in GFOA's official block of rooms
- ✓ Make your travel arrangements

Watch www.gfoa.org for the latest details on all conference events.

ABOUT GFOA

Government Finance Officers Association (GFOA), founded in 1906, represents nearly 20,000 public finance officials throughout the United States and Canada. GFOA's mission is to promote excellence in state and local government financial management. GFOA views itself as a resource, educator, facilitator, and advocate for both its members and areas that affect state and local government finance. To meet the many needs of its members, the organization provides best practice guidance, leadership, professional development, resources and tools, networking opportunities, award programs and advisory services, concentrated in the following areas:

- accounting, auditing, and financial reporting
- budgeting
- capital planning
- debt management
- financial management
- pension and benefit administration
- treasury and investment management

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO PROCEED WITH ADVERTISEMENT FOR BIDS FOR CONSTRUCTION OF THE TRANSPORTATION IMPROVEMENTS CONTEMPLATED IN THE LOCAL AGENCY PROGRAM ("LAP") AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") FOR THE PROJECT NAMED "DANIA BEACH CITYWIDE IMPROVEMENTS OF VARIOUS LOCATIONS"; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

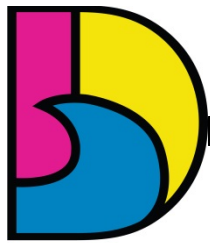
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

2019 Memo- Authorization to Bid the LAP Agreement, R-2019- FDOT LAP Agreement Approval to Bid Construction of Transportation Improvements, LAP Agreement Executed



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Colin Donnelly, Assistant City Manager

BY: Brad Kaine, Public Services Director

DATE: February 12, 2019

SUBJECT: Authorization to bid the FDOT LAP Agreement

Public Services received approval by Resolution No. 2018-168 for the Local Agency Program (LAP) and the Federal Department of Transportation (FDOT) Agreement to have the City participate in a project named the "Dania Beach Citywide Improvements".

This program will provide funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; safe routes to school projects; and projects for the planning, design or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways. The program will be administered by the Metropolitan Planning Organization (MPO).

The Local Agency Program or "LAP" provides sub-recipient towns, cities and counties develop, design, and construct transportation facilities with federal funds. The Florida Department of Transportation (FDOT) is the steward of the federal funds and is responsible for oversight of funded projects on behalf of the Federal Highway Administration (FHWA). LAP agencies prioritize and fund local projects (through their respective MPO or governing board) and are then eligible for reimbursement for the services provided to the traveling public through compliance with applicable Federal statutes, rules and regulations.

Therefore, Public Services is hereby requesting authorization to bid this project to move forward with construction of the projects contemplated under the agreement, specifically the construction of crosswalks, traffic circles, and sidewalks on four(4) corridors:

- SW 1st Street from SW 8th Avenue to SW 5th Avenue,
- Dania Beach Boulevard from NW 10th Court to SW 4th Avenue,
- NW 2nd Street from NW 9th Avenue to NW 5th Avenue, and
- NW 2nd Street from NW 14th Court to NW 11th Avenue.

The City is responsible for the cost of design and CEI (construction engineering inspection) services and will be responsible for all non-reimbursable cost and any reimbursable cost beyond the programmed amount of \$344,379.00

Funding is available and appropriated in the Grant Fund Project Account #103-39-59-541-63-10.

Recommendation:

Public Services recommends authorization to bid the construction of the “Dania Beach Citywide Improvements- Various Locations Project” under the agreement with the Local Agency Program (LAP) and the Florida Department of Transportation (FDOT).

RESOLUTION NO. 2019-013

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO PROCEED WITH ADVERTISEMENT FOR BIDS FOR CONSTRUCTION OF THE TRANSPORTATION IMPROVEMENTS CONTEMPLATED IN THE LOCAL AGENCY PROGRAM ("LAP") AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") FOR THE PROJECT NAMED "DANIA BEACH CITYWIDE IMPROVEMENTS OF VARIOUS LOCATIONS"; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-16 of the City Code of Ordinances provides that the CRA and all City Departments, Divisions, and staff, prior to placing an item on a City Commission agenda for formal City Commission approval for competitive bidding or for waiver of bidding, shall obtain in advance City Commission conceptual approval by Resolution of any proposed capital project or capital purchase appropriated in the City Budget approved by the City Commission when bidding would otherwise be required, and the Resolution shall also identify all sources of planned funding, including appropriations of available cash balances, loans and grants; and

WHEREAS, the Public Services Department is requesting authorization to bid the Florida Department of Transportation ("FDOT") Local Agency Program ("LAP") Agreement to implement the "Dania Beach Improvement of Various Locations" Project; and

WHEREAS, the City Commission approved via Resolution 2016-064 FDOT funding by an award letter in the initial amount of Four Hundred Eighty Thousand Six Hundred Seventy-Six Dollars (\$480,676.00); the scope of services was subsequently reduced, resulting in a revised estimated construction cost of Four Hundred Thirteen Thousand Two Hundred Fifty Five Dollars (\$413,255.00), which reduced the corresponding grant amount to Three Hundred Forty Four Thousand Three Hundred Seventy-Nine Dollars (\$344,379.00); and

WHEREAS, the City Commission approved the reduced amount and enter into an agreement for the reduced grant amount via Resolution 2018-168 on December 11, 2018 and entered into a formal agreement between the City of Dania Beach and FDOT; and

WHEREAS, the City is responsible for the cost of the design, which was previously funded, and construction engineering inspection (CEI) services, which are estimated to cost One Hundred Three Thousand Three Hundred Thirteen Dollars (\$103,313.00); and

WHEREAS, the City will be responsible for all non-reimbursable costs and reimbursable costs beyond the program award of Three Hundred Forty-Four Thousand Three Hundred Seventy-Nine Dollars (\$344,379.00), which results in an estimated construction cost share of Sixty-Eight Thousand Eight Hundred Seventy-Six Dollars (\$68,876.00); and

WHEREAS, the City Commission has previously approved contingency funding in the amount of Forty-One Thousand Three Hundred Twenty-Five Dollars (\$41,325.00); and

WHEREAS, City funds were approved for FDOT and the LAP Agreement in the amount of Two Hundred Thirteen Thousand Five Hundred Fourteen Dollars (\$213,514.00) from the Grant Fund; and

WHEREAS, the subject LAP Agreement has been executed by the City Manager and by FDOT, effective January 22, 2019; and

WHEREAS, FDOT has issued the City a Notice to Proceed dated January 22, 2019; and

WHEREAS, the subject LAP agreement will expire on December 31, 2020, and all work must be completed prior to that date; any costs incurred after the contract expiration date are not eligible for reimbursement;

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

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

Section 2. That the City Commission authorizes the City to proceed with bidding to implement the “Dania Beach Improvement of Various Locations” Project.

Section 3. That funding was approved and is available and appropriated for this project in the Grants Fund TAP Grant Project Account #103-39-59-541-63-10.

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 February 12, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

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FPN: 438282-1-58-01	FPN: _____	FPN: _____
Federal No (FAIN): D418 112 B	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: 01/17/2019	Federal Award Date: _____	Federal Award Date: _____
Fund: LFP/TALU	Fund: _____	Fund: _____
Org Code: 55043010404	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____

County No: 86 Contract No: G1490

Local Agency Vendor No: F596000302-005 Local Agency DUNS No: 098525728

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into on JANUARY 22, 2019, between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and City of Dania Beach ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. 2018-168 dated December 11, 2018, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Dania Beach City Wide - Various Locations, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before December 31, 2020. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

- A. The total cost of the Project is \$ 413,255.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$344,379.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

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- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment.

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Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

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- vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

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8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit “1”, Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
 - iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit

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period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Page 9 of 15**.10. Contracts of the Agency:**

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

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- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

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- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

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- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

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- L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.
- M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N. The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
 - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
 - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
 - iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.
 - iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
 - v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
 - vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
 - vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
 - viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.

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- ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY CITY OF DANIA BEACH

By:


Name: Robert Baldwin
Title: City Manager

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:

DocuSigned by:

Name: Stacy L. Miller
Title: Director of Transportation Development

Legal Review:

DocuSigned by:

Jeb Niewood

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT525-010-40
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This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

The City of Dania Beach

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS:

0.790 miles: Roadway ID 86900109, BMP 0.040, EMP 0.220; Roadway ID 86900109, BMP 0.340, EMP 0.520; Roadway ID 86900111, BMP 0.000, EMP 0.240; and Roadway ID 86900112, BMP 0.000, EMP 0.190.

PROJECT DESCRIPTION: Construction of crosswalks, traffic circles and sidewalks on four(4) corridors: SW 1st Street from SW 8th Avenue to SW 5th Avenue, Dania Beach Boulevard from NW 10th Court to SW 4th Avenue, NW 2nd Street from NW 9th Avenue to NW 5th Avenue, and NW 2nd Street from NW 14th Court to NW 11th Avenue.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) Design to be completed by N/A.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by 02/13/2019.
- f) Construction to be completed by 12/31/2020.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: The City of Dania Beach to submit Bid Document, LAP Checklist for Construction Contracts, Environmental Type 1 CE Checklist and Back-Up Memo, Signed and Sealed Production Plans, Specifications and Cost Estimate for approval and/or execution by the Department prior to Department's execution of LAP Agreement.

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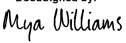
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EXHIBIT "B"**SCHEDULE OF FUNDING**

AGENCY NAME & BILLING ADDRESS City of Dania Beach 100 W. Dania Beach Blvd. Dania Beach, FL 33004	FPN: 438282-1-58-01
---	---------------------

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total PD&E Cost				
Design - 38 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Design Cost				
Right-of-Way - 48 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Right-of-Way Cost				
Construction-58 FY: 2018-2019 FY: 2018-2019 FY: FY:	\$ 68,876.00 \$ 344,379.00 _____ _____	\$ 68,876.00 _____ _____ _____	_____ _____ _____ _____	_____ \$ 344,379.00 _____ _____
Total Construction Cost	\$ 413,255.00	\$ 68,876.00		\$ 344,379.00
Construction Engineering and Inspection (CEI) - 68 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total CEI Cost				
Operations - 88 FY: FY: FY:	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Operations Costs				
TOTAL COST OF THE PROJECT	\$ 413,255.00	\$ 68,876.00		\$ 344,379.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

DocuSigned by:

 3FA3F38F9288404...

Mya Williams 1/22/2019 | 8:56 AM EST

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EXHIBIT "C"

**FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (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 contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, 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 Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (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* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and 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*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or 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 Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be 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 (7) in every sub-contract, including procurements 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 sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. 2018-168

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AND APPROVING THE LOCAL AGENCY AGREEMENT (LAP) AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") FOR THE PURPOSE OF FDOT'S PARTICIPATION IN THE PROJECT NAMED "DANIA BEACH CITYWIDE IMPROVEMENTS - VARIOUS LOCATIONS"; PROVIDING FOR FUNDING IN THE AMOUNT OF THREE HUNDRED FORTY FOUR THOUSAND THREE HUNDRED SEVENTY NINE DOLLARS (\$344,379.00), WHICH IS THE MAXIMUM FEDERAL FUNDS AVAILABLE FOR REIMBURSEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR FUNDING; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

CERTIFICATION

I certify this to be a true and correct copy
of the original document.

WITNESS my hand and official seal of the
City of Dania Beach, Broward County, Florida
Dated: December 12, 2018
[Signature] Deputy City Clerk

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, in 2014, the City of Dania Community Redevelopment Agency (DBCRA) applied for a grant from the Transportation Alternatives Program (TAP) program; and

WHEREAS, Transportation Alternatives Program (TAP) is authorized under Section 1122 of MAP-21 (23 U.S.C. 213(b), 101(a)(29)) which provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; safe routes to school projects; and projects for the planning, design or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways; and

WHEREAS, the Local Agency Program or "LAP" provides sub-recipient towns, cities and counties with assistance to develop, design, and construct transportation facilities with federal

funds; FDOT is the steward of the federal funds and is responsible for oversight of funded projects on behalf of the Federal Highway Administration (FHWA); and

WHEREAS, on January 25, 2016 a letter of award in the initial amount of Four Hundred Eighty Thousand Six Hundred Seventy Six Dollars (\$480,676.00) was received by the City from FDOT for project implementation in 2019 and subsequently accepted by the Commission on December 13, 2016 via Resolution 2016-064; and

WHEREAS, subsequently to the initial award, the scope of the project was reduced, resulting in a revised estimated construction cost of Four Hundred Thirteen Thousand Two Hundred Fifty Five Dollars (\$413,255.00), which reduced the grant amount to Three Hundred Forty Four Thousand Three Hundred Seventy Nine Dollars (\$344,379.00); and

WHEREAS, the City is responsible for the cost of design which was previously funded and CEI (construction engineering inspection) services which is estimated to cost One Hundred Three Thousand Three Hundred Thirteen Dollars (\$103,313.00); and

WHEREAS, the City will be responsible for all non-reimbursable costs and any reimbursable costs beyond the program award of Three Hundred Forty Four Thousand Three Hundred Seventy Nine Dollars (\$344,379.00), which results in an estimated construction cost share of Sixty Eight Thousand Eight Hundred Seventy Six Dollars (\$68,876.00); and

WHEREAS, the Public Services Department is seeking and requesting a project contingency in the amount of Forty One Thousand Three Hundred Twenty Five Dollars (\$41,325.00); and

WHEREAS, to fund this project the amount of Two Hundred Thirteen Thousand Five Hundred Fourteen Dollars (\$213,514.00) is requested to be transferred from General Fund to the Grant Fund;

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

Section 1. That the above "Whereas" clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the City to execute the Local Agency Program (LAP) Agreement.

Section 3. That matching funds for this project will be appropriated from General Fund Reserves to the Grant Fund in the amount of Two Hundred Thirteen Thousand Five Hundred Fourteen Dollars (\$213,514.00).

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 December 11, 2018.

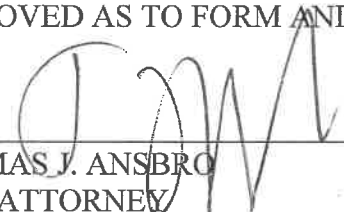
ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK




LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


THOMAS J. ANSBROSIO
CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
1/15
Page 1 of 1

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$344,379.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsr.gov/>

To: Arleen.Dano@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1490

12/28/2018

CONTRACT INFORMATION

Contract:	G1490
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	DANIA BEACH, CITY OF
Vendor ID:	F596000302005
Beginning Date of This Agreement:	01/03/2019
Ending Date of This Agreement:	12/31/2020
Contract Total/Budgetary Ceiling:	ct = \$344,379.00
Description:	Dania Beach City Wide - Various Locations

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 12/28/2018

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55043010404
Expansion Option:	AI
Object Code:	780000
Amount:	\$344,379.00
Financial Project:	43828215801
Work Activity (FCT):	215
CFDA:	20.205
Fiscal Year:	2019
Budget Entity:	55150200
Category/Category Year:	088717/19
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$344,379.00

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION URGING THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS TO AMEND THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES IN BROWARD COUNTY, TO PROVIDE THAT THE MUNICIPALITIES' ALLOCATED SHARE OF NO LESS THAN TEN PERCENT OF THE PROCEEDS OF THE TRANSPORTATION SURTAX WILL BE DISTRIBUTED TO THE MUNICIPALITIES PRO RATA BASED UPON POPULATION

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Amendment to Transportation System Surtax ILA, R-2019- Urging Amendment of Transportation System Surtax ILA



Office of the City Manager

Date: February 7, 2019

To: Mayor Lorie Lewellen
Vice Mayor Lauren Odman
Commissioner Chickie Brandimarte
Commissioner Bill Harris
Commissioner Tamara James

From: Colin Donnelly, Assistant City Manager

Subject: Amendment to Transportation System Surtax Interlocal Agreement

The Resolution placed on tonight's agenda by Commissioner Harris urges Broward County to amend the Transportation System Surtax Interlocal Agreement (Transportation ILA) that governs the way Surtax proceeds will be used. The amendment asks that the municipal share of the Surtax (approximately 10%) be apportioned to each municipality by population, much like the gas tax. In the current Transportation ILA the municipalities share respective provided on a per project basis from a schedule determined by the Board.

The Broward County Administration and the MPO presented to the Broward County Municipal Managers' Association the Transportation ILA for discussion. Broward County favors the per project approach for the following reasons:

- Available funding is approximately 10% however, available funding will change due to the size and scope of the MPO projects scheduled from year to year. The Board will be best able to schedule local projects with changeable funding levels.
- The voters' approval of an oversight board as a check on how the funds will be used does not allow for a direct distribution to municipalities (without oversight Board approval).

To illustrate their point, I have attached the material provided by the MPO to the Broward County Municipal Managers' Association at its January 17th meeting.

A majority of the municipal managers support a per capital annual distribution of the "10% local funds" for the following reasons:

- A regular distribution of funds makes capital planning more stable.
- With regular funding over thirty years, borrowing for larger capital project is possible.
- Many municipalities would like to use the funding for regular street re-paving projects (maintenance). This type of maintenance is an authorized use and does not require oversight.
- Decisions on local project funding are best made by local officials.

Recommendation

Approve the Resolution urging Broward County to amend the Transportation System Surtax Interlocal Agreement to allow for the distribution of the local share pro rata based upon population.

Preparing for the New Surtax – *MPO Transportation Surtax Support Services*

Broward County City Managers' Association
January 17, 2019

Gregory Stuart
Executive Director



Transportation Surtax

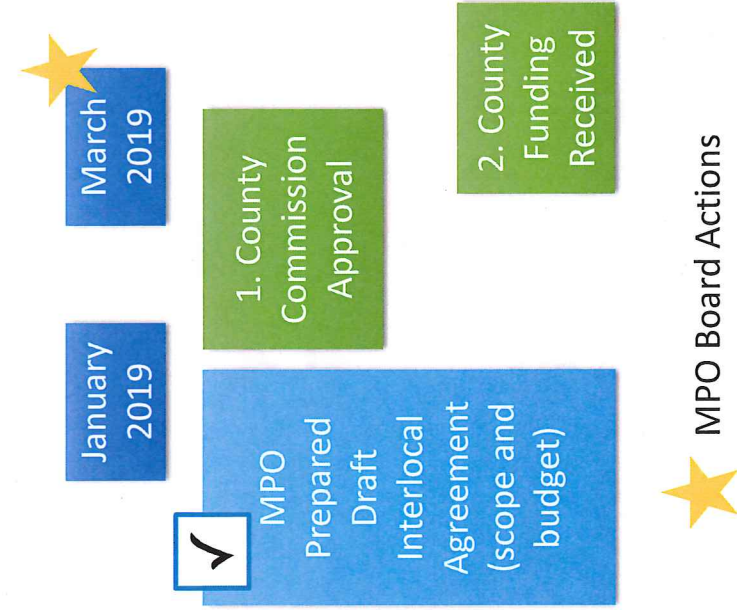
- County ***Surtax Ordinance*** and ***County, Municipal and MPO Interlocal Agreement*** both call for MPO to review, rank and prioritize municipal projects.
 - Key exception is new community shuttle, which is not prioritized by MPO but counts against available “local” surtax funds.
- First deadline is February 1, 2020, with December 2019 MPO Board approval target date.
- 709 Submitted “Local Projects”
- Significant first year funding

How do we move forward...

MPO has prepared **DRAFT** *Interlocal Agreement* and *Scope of Services* between MPO and County:

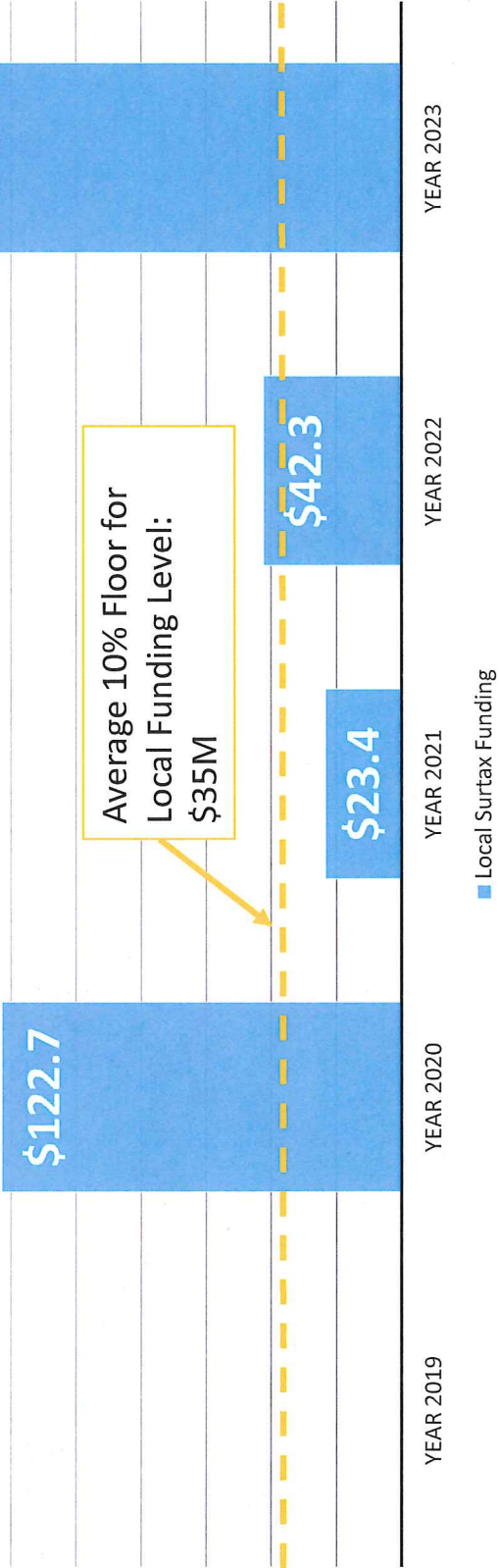
- Initial Services
- Core Services
- Optional Services
- Time is of the essence...

Transportation Surtax Support Services



First Five Years of Local Surtax Funding (Millions of \$s)

Source: Broward County Penny for Transportation



What can your City do now to prepare?

- Support finalizing MPO/County ILA
- Review your projects with staff and elected officials.
 - Are projects ready to be funded?
 - Community support?
 - Elected officials briefed and supportive?
 - Staff available to manage project?
 - Focus on one or two priority projects
- Available Resources
 - MPO Planning Handbook
 - MPO staff – after ILA is in place

RESOLUTION NO. 2019-014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS TO AMEND THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND MUNICIPALITIES IN BROWARD COUNTY, TO PROVIDE THAT THE MUNICIPALITIES' ALLOCATED SHARE OF NO LESS THAN TEN PERCENT OF THE PROCEEDS OF THE TRANSPORTATION SURTAX WILL BE DISTRIBUTED TO THE MUNICIPALITIES PRO RATA BASED UPON POPULATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 5, 2018 the Broward County Board of County Commissioners voted to place on the November 6, 2018 ballot, for consideration by the countywide electorate, a proposed transportation surtax levy of one percent (1%); and

WHEREAS, on August 21, 2018, the Broward County Board of Commissioners approved the Transportation System Surtax Interlocal Agreement (the "Agreement") and requested that municipalities in the County approve the Agreement; and

WHEREAS, pursuant to the Agreement, the County has committed for each applicable year during which Transportation Surtax Proceeds are received by the County, an amount equal to no less than ten percent (10%) of the Transportation Surtax Proceeds received by the County that year, less the amount directly paid from Transportation Surtax Proceeds for Community Bus Service, to be used to fund Submitted Municipal Projects in the order of ranking by the MPO, with the highest-ranked project receiving the first funding; and

WHEREAS, the Agreement became effective when, prior to September 30, 2018, the municipalities representing a majority of the population of Broward County formally approved, executed, and returned the executed Agreement to the County; and

WHEREAS, on September 25, 2018, the City Commission adopted Resolution No. 2018-135, approving the Agreement; and

WHEREAS, on November 6, 2018, the voters of Broward County approved the Transportation Surtax; and

WHEREAS, the City Commission urges the Broward County Board of County Commissioners to amend the Agreement to provide that the municipalities' allocated share of no less than ten percent (10%) of the proceeds of the transportation surtax will be distributed to the municipalities pro rata based upon population; and

WHEREAS, changing the methodology is the only way to ensure that municipalities will each have a guaranteed revenue stream that can be used to issue bonds and undertake major projects; and

WHEREAS, changing the methodology ensures equity among all of the municipalities, because residents of every municipality are paying higher sales tax, and therefore, should be guaranteed some projects in their respective municipality; and

WHEREAS, the proposed amendment to the Agreement respects the home rule authority of each municipalities' elected officials as they should have the right to decide which projects should be funded in their municipality;

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

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

Section 2: That the City Commission urges the Broward County Board of County Commissioners to amend the Transportation System Surtax Interlocal Agreement to provide that the municipalities' allocated share of no less than ten percent of the proceeds of the transportation surtax will be distributed to the municipalities pro rata based upon population.

Section 3: That the City Clerk is directed to transmit a copy of this Resolution to Broward County and all the municipalities in Broward County.

Section 4: That the proper City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

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

Section 6: That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on February 12, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A WATER METERING AND TRAFFICWAY ILLUMINATION AGREEMENT WITH DANIA LIVE 1748, LLC RELATED TO THE DANIA POINTE DEVELOPMENT

Purchasing Requests ONLY

Dept:

Acct #:

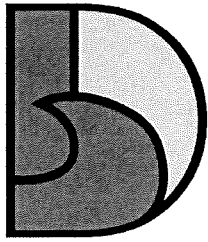
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Signed memo - agreement for water meter & traffic illumination, R-2019- Dania Live 1748, LLC Water Metering and Trafficway Illumination Agreement, R-2019- Dania Live 1748, LLC Water Metering and Trafficway Illumination Agreement Exhibit A



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT**

MEMORANDUM

DATE: February 12, 2019
TO: Colin Donnelly, Assistant City Manager
FROM: Marc LaFerrier, Community Development Director
SUBJECT: Agreement for Water Metering and Trafficway Illumination with Dania Live 1748, LLC

Dania Pointe (Dania Live 1748, LLC) has prepared an agreement with the City that defines the location and size of certain private water lines and meters that will be installed for the Dania Pointe project. This agreement also includes related provisions for fire lane water consumption, and access and maintenance as required by the City for the private water lines and meters.

In addition, as required by City's Trafficway Illumination Agreement with Broward County, this agreement requires Dania Pointe to install, maintain, operate and warranty the new street light along Bryan Road for the first year of operation. Subsequently, the City will be responsible for the maintenance and operation of the street lights.

RECOMMENDATION

Approve the resolution

Attachment: Water Metering and Trafficways Illuminations Agreement

RESOLUTION NO. 2019-017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A WATER METERING AND TRAFFICWAY ILLUMINATION AGREEMENT WITH DANIA LIVE 1748, LLC RELATED TO THE DANIA POINTE DEVELOPMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That the City Commission approves the execution of a Water Metering and Trafficway Illumination Agreement (the “Agreement”) with Dania Live 1748, LLC related to the Dania Pointe Development, a copy of which is attached as Exhibit “A”, and made a part of and incorporated into this Resolution by this reference.

Section 2. That the appropriate City officials are authorized to execute the Agreement and any additional documents pertaining to the Agreement and to take all action necessary to implement the terms and conditions of the Agreement.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on February 12, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

PREPARED BY / RECORD AND RETURN TO:
Mark J. Lynn, Esq.
Greenspoon Marder LLP
200 East Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301

AGREEMENT FOR WATER METERING AND TRAFFICWAY ILLUMINATION

This Agreement for Water Metering and Trafficway Illumination (this "**Agreement**") is entered into on this ____ day of _____, 2019 (the "**Effective Date**"), by and between Dania Live 1748, LLC, a Delaware limited liability company ("**Owner**") and the City of Dania Beach, Florida, a municipal corporation of the State of Florida ("**City**") as follows:

WHEREAS, Owner owns the real property described on **Exhibit A**, which is being developed as a mixed-use project (the "**Project**"); and

WHEREAS, in connection with the development of the Project, Owner has requested, and the City has agreed, to allow the Project to be master-metered in accordance with **Exhibit B** (for Phase I of the Project) and **Exhibit C** (for Phase II of the Project) (collectively, the "**Master Meter Requirements**"), subject to the terms and conditions herein; and

WHEREAS, In connection with the development of the Project, City and Broward County have entered into that certain Agreement Between Broward County and City of Dania Beach For Trafficway Illumination for Bryan Road dated as of August 14, 2018 (the "**County Agreement**"), a copy of which is attached hereto as **Exhibit D**; and

WHEREAS, pursuant to the County Agreement, City has agreed to install street lighting and to undertake other obligations as set forth therein; and

WHEREAS, as a condition of City entering into the County Agreement, City has requested, and Owner has agreed, to enter into this Agreement.

NOW THEREFORE be it agreed by and between the hereto as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Water Lines.** The Project's water usage shall be master-metered in accordance with City's Master Meter Requirements, subject to the following terms and conditions:

A. **Bypass Meters.** To measure unauthorized non-fire related use of fire lines, Owner shall cause to be installed at connection points to City lines, low flow water bypass meters within private fire main loops in accordance with **Exhibits B and C** (the "**Bypass Meters**"). Owner will be responsible for the cost of excess water consumption (as measured by the Bypass Meters)

originating from the dedicated fire lines, and such excess consumption shall be charged to Owner for payment within twenty (20) days of the billing date. Owner shall not be responsible for any fees, costs or charges arising from the use of water in a fire fighting event, hydrant flushing or other water uses customarily required by the City's Public Services Department, any fire department, or both. All bypass meters and City meters must remain accessible and unobstructed at all times to comply with City Code of Ordinances Sec. 27-10. Meters shall not be placed behind a locked gate or otherwise be inaccessible to the meter reader.

- B. Discrepancies in Water Bills. Notwithstanding anything in this Agreement to the contrary, in the event that Owner becomes aware of a present or prior discrepancy between any City water bills and actual water usage (as reasonably determined by Owner), Owner shall have the right to object to the applicable bill(s) in writing, including a description of the discrepancy in reasonable detail, and request City's review and credit for any overbilling or overpayment (or both). Following City's receipt of any such written objection, City and Owner shall cooperate in good faith and with reasonable diligence to review the applicable billing and usage history and determine the amount of such credit (if, following such review, any such credit is deemed owed).
- C. Ownership of Water Facilities. Owner shall own the water lines, meters and related facilities throughout the retail portion of the Project (collectively, the "**Water Infrastructure**"). Owner hereby grants to City a perpetual limited license over the Project to repair or replace damage to the Water Infrastructure from time to time; provided, however, that City has the right, but not the obligation, to make any repairs or replacements it deems necessary. City shall make reasonable efforts to minimize disruption and damage to the Project and the businesses thereon during the course of such repairs and replacements. Owner shall be responsible for the reasonable cost of repairs to and replacements of the Water Infrastructure, and shall pay such cost within thirty (30) days of receipt of an invoice from City therefor.

3. Lighting System.

- A. Defined Terms. Capitalized terms not defined in this Section 3 shall have the meaning set forth in the County Agreement.
- B. Repair/Replacement. For one (1) year after Completion, Owner shall be responsible for the prompt repair or replacement of any defects in the Lighting System. In the event that any such defects are discovered by City, City shall deliver written notice to Owner describing such defects in reasonable detail, and Owner shall undertake whatever actions are necessary to repair or replace the defective components, at Owner's sole cost within thirty (30) days of receipt of such written notice. Except as expressly provided in this Section 3, Owner shall not be responsible for

the operation or ongoing maintenance of the Lighting System, or payment therefor.

- C. Indemnity for Lighting System Obligations. Owner shall indemnify and hold harmless City, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Owner's contractor and other persons employed or utilized by Owner's contractor in the performance of its obligations for the Lighting System under this Section 3; provided, however, that this indemnification shall not extend to any other provision of this Agreement, nor shall it extend to any liabilities, damages, losses and costs arising from the negligence or intentional misconduct of City, its employees, contractors, representatives or agents. This indemnification shall survive the term of this Agreement for a period of one (1) year after Completion, after which they shall expire and be of no further force or effect. If any action or proceeding is brought against City by reason of any such claim or demand during the indemnity period, Owner shall cause its contractor to, upon written notice from City or County, resist and defend such action or proceeding by counsel reasonably satisfactory to City.
- D. Insurance. Owner shall cause its contractors working on the Lighting System to keep and maintain, at the contractor's sole cost and expense, insurance of the types and minimum amounts as set forth on Exhibit C of the County Agreement, and specifically protect City and County by naming "City of Dania Beach" and "Broward County" as an additional insured under the Commercial General Liability Insurance policy as well as any Excess Liability policy. Owner's contractor shall furnish to the Contract Administrator, certificates of insurance and endorsements evidencing the insurance coverage specified above prior to beginning the performance of work under this Agreement. Coverage is not to cease and is to remain in full force and effect until all performance required of City's contractor is completed.

4. Notices. All notices, demands, correspondence and communication in connection with this Agreement must be in writing and shall be deemed to have been delivered on the date post-marked by mailing the same by certified mail, or on the date sent by overnight or the express courier, addressed to the respective parties at the following addresses:

If to City: Colin Donnelly, Assistant City Manager
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy: Thomas J. Ansbro, Esq., City Attorney
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

If to Owner: Dania Live 1748
c/o Kimco Realty Corporation
3333 New Hyde Park Road, #100
New Hyde Park, NY 11042

With a copy: Dennis Mele, Esq.
Greenspoon Marder, P.A.
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

5. **Miscellaneous Provisions.**

- A. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written.
- B. The invalidity of any of the provisions hereof shall in no way affect or invalidate the remainder of this Agreement.
- C. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall, together, constitute one and the same instrument.
- D. This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida.
- E. No modification, amendment, or release of the terms or conditions contained herein shall be effective unless contained in a written document executed by City and Owner.
- F. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.
- G. This Agreement shall be binding upon, and shall inure to, the benefit of the parties hereto, including the successors and assigns in interest to Owner with respect to the Project and this Agreement shall be recorded in the Public Records of Broward County, Florida. The obligations of Owner contained in this Agreement shall be covenants running with the Project and Owner, its successors and/or assigns, shall be bound jointly and severally hereby.
- H. If required by the City, this Agreement shall be recorded at Owner's cost in the Public Records of Broward County, Florida.

- I. This Agreement shall be liberally construed to achieve its intent.
- J. In the event of any controversy arising under or related to the interpretation or implementation of this Agreement or any breach thereof, the City or Owner, as the case may be, as the prevailing party, shall be entitled to payment for all reasonable attorneys' fees, paralegals' fees, experts' fees, mediation fees and cost incurred in connection therewith both at the trial and appellate levels.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Witnesses:

OWNER:

DANIA LIVE 1748, LLC,
a Delaware limited liability company

[Signature]
Signature
Brian Bridges
Print Name

By: [Signature]
Name: Lee Johnson
Title: Authorized Signatory

[Signature]
Signature
Amy Ehrsam
Print Name

STATE OF North Carolina)
COUNTY OF Mecklenburg) SS:

The foregoing instrument was acknowledged before me this 14 day of January, 2019, by Lee Johnson, as Authorized Signatory of **DANIA LIVE 1748, LLC**, a Florida limited liability company. He is personally known to me or has produced N/A as identification.

[Signature]
Notary Public
Ashley Weatherly
Typed, printed or stamped name of Notary Public

Commission Expires: 02/16/2020



ATTEST:

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

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

COLIN DONNELLY
ASSISTANT CITY MANAGER

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT "A"

Legal Description of Project

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"
LEGAL DESCRIPTION OF
DANIA POINTE PHASE I PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS"

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4), OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST;

THENCE N.01°41'47"W., ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (S.E. 1/4), A DISTANCE OF 668.72 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE N.87°32'08"E. A DISTANCE OF 335.53 FEET;

THENCE S.01°38'44"E. A DISTANCE OF 588.92 FEET TO A POINT ON THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL A;

THENCE N.87°34'11"E. ALONG THE SOUTH LINE OF SAID PARCEL A, A DISTANCE OF 130.20 FEET;

THENCE N.01°32'39"E. A DISTANCE OF 120.01 FEET;

THENCE N.87°34'11"E. A DISTANCE OF 266.91 FEET;

THENCE S.01°33'00"E. A DISTANCE OF 105.01 FEET TO A POINT ON THE SOUTH OF SAID PARCEL A;

THENCE N.87°34'11"E. A DISTANCE OF 132.32 FEET;

THENCE S.02°25'49"E. A DISTANCE OF 15.00 FEET;

THENCE N.87°34'11"E. A DISTANCE OF 283.84 FEET;

THENCE N.02°25'49"W. A DISTANCE OF 2.00 FEET;

THENCE N.87°34'11"E. A DISTANCE OF 40.00 FEET;

THENCE S.02°25'49"E. A DISTANCE OF 2.00 FEET;

THENCE N.87°34'11"E. A DISTANCE OF 69.46 FEET;

THENCE N.43°02'17"E. A DISTANCE OF 42.84 FEET LAST MENTIONED 8 COURSES BEING COINCIDENT WITH THE SOUTH LINE OF SAID PARCEL A AND THE NORTH RIGHT-WAY-LINE OF STIRLING ROAD;

THENCE N.01°29'36"W. A DISTANCE OF 172.46 FEET;

THENCE N.00°15'05"W. A DISTANCE OF 46.13 FEET;

THENCE N.01°29'36"W. A DISTANCE OF 480.09 FEET;

THENCE N.01°18'20"E. A DISTANCE OF 225.27 FEET;

THENCE N.01°29'37"W. A DISTANCE OF 332.83 FEET LAST MENTIONED 5 COURSES BEING COINCIDENT WITH THE EAST LINE OF SAID PARCEL A AND THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD;

THENCE S.88°30'24"W. A DISTANCE OF 117.42 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 08°03'05" AND A RADIUS OF 214.00 FEET FOR AN ARC DISTANCE OF 30.07 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTH;

FILE: C:\Users\damian\appdata\local\temp\AcPublish_15400\14-8058 Dania Pointe Phase I Parcel.dwg

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY
1. REVISED SKETCH & DESCRIPTION	1/30/18	DRL

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DATE: Jan 31, 2018

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
11/30/17	DRL	RGC	N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 6

SKETCH NO.
14-8058 PH1-P

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"
LEGAL DESCRIPTION OF
DANIA POINTE PHASE I PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION: (CONTINUED)

THENCE NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 09°06'16" AND A RADIUS OF 286.00 FEET FOR AN ARC DISTANCE OF 45.45 FEET TO A POINT OF TANGENCY;

THENCE S.87°27'12"W. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 1068.81 FEET;

THENCE S.02°32'48"E. A DISTANCE OF 147.88 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE WEST;

THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 04°34'44" AND A RADIUS OF 1200.00 FEET FOR AN ARC DISTANCE OF 95.90 FEET TO A POINT OF COMPOUND CURVATURE OF A TANGENT CURVE CONCAVE TO THE WEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 11°38'16" AND A RADIUS OF 1275.00 FEET FOR AN ARC DISTANCE OF 258.98 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE S.01°41'47"E. A DISTANCE OF 10.55 FEET;

THENCE S.12°26'03"W. A DISTANCE OF 201.54 FEET;

THENCE N.87°32'08"E. A DISTANCE OF 49.21 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 32.81 ACRES (1,429,154 SQUARE FEET), MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.

2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

3. THE BEARINGS SHOWN HEREON ARE BASED ON N.87°34'11"E., ALONG THE SOUTH LINE SOUTHEAST ONE-QUARTER (S.E.1/4), SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST AS SHOWN ON THE PLAT OF DANIA POINTE, RECORDED IN PLAT BOOK 183, PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

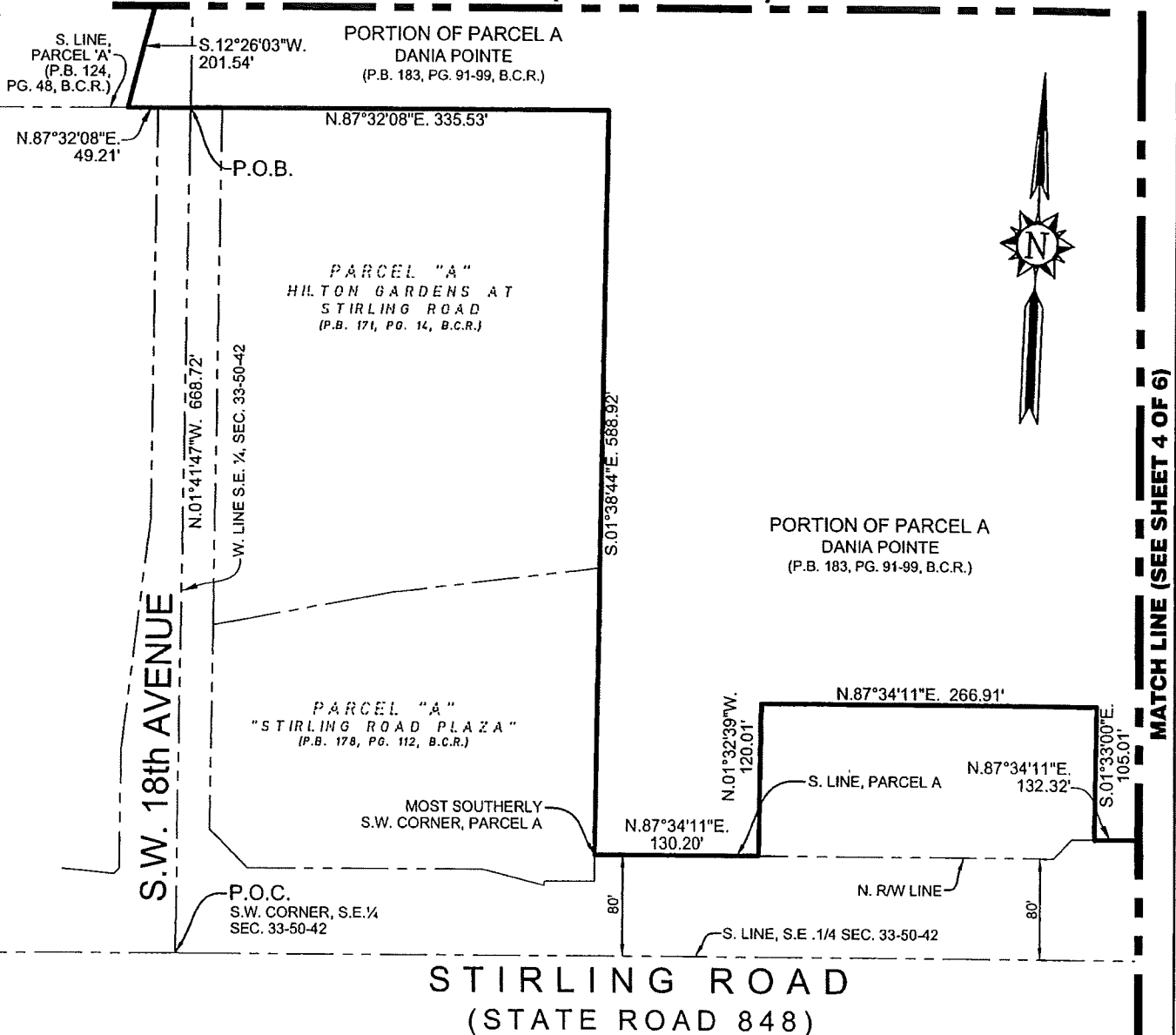
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).

5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.

6. SEE SHEETS 3 THRU 6 OF 6 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

EXHIBIT "A"
SKETCH OF DESCRIPTION
DANIA POINTE PHASE I PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

MATCH LINE (SEE SHEET 6 OF 6)

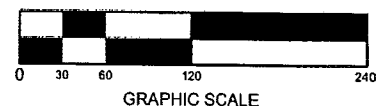


LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
CA=	CENTRAL ANGLE
R=	RADIUS
A=	ARC DISTANCE
R/W	RIGHT-OF-WAY
C	CENTERLINE

NOTE:
SEE SHEETS 1 AND 2 OF 6 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SCALE: 1" = 120'



SHEET 3 OF 6

SKETCH NO.
14-8058 PH1-P

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

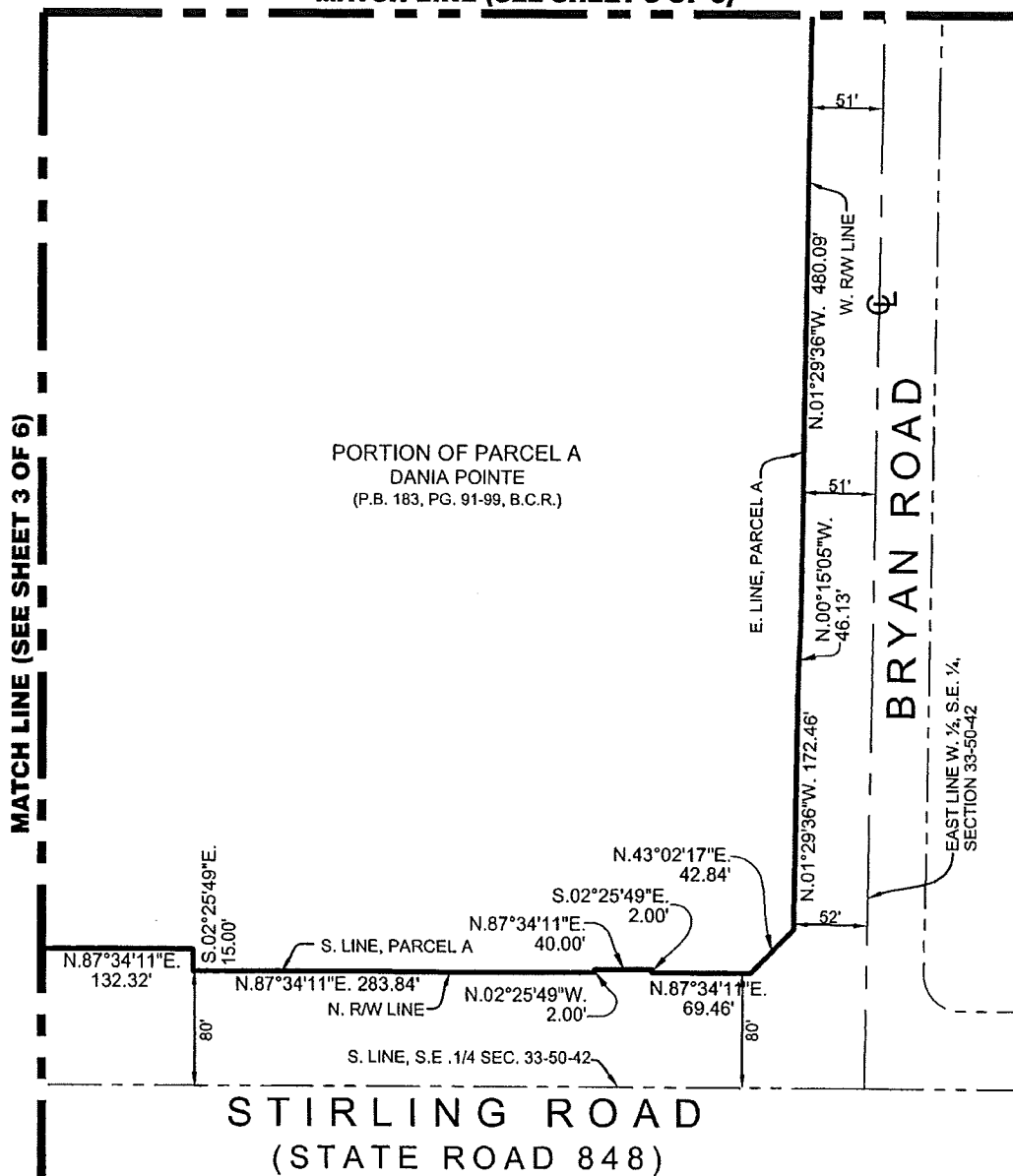
SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"
SKETCH OF DESCRIPTION
DANIA POINTE PHASE I PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

MATCH LINE (SEE SHEET 5 OF 6)

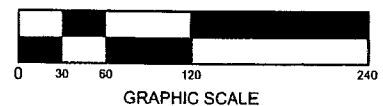


LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
CA=	CENTRAL ANGLE
R=	RADIUS
A=	ARC DISTANCE
R/W	RIGHT-OF-WAY
CL	CENTERLINE

NOTE:
SEE SHEETS 1 AND 2 OF 6 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SCALE: 1" = 120'



SHEET 4 OF 6

SKETCH NO.
14-8058 PH1-P

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

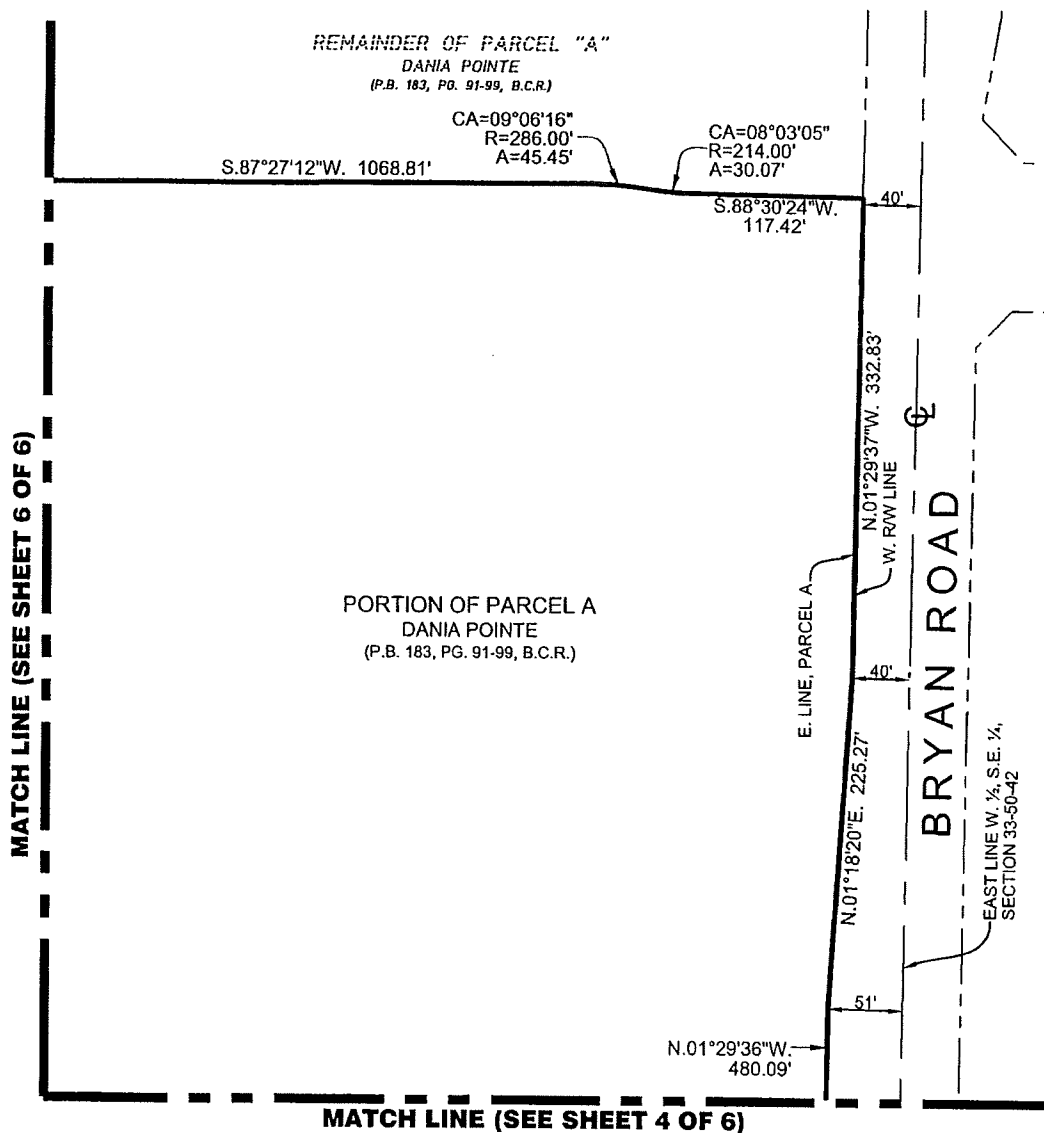
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EXHIBIT "A"
SKETCH OF DESCRIPTION
DANIA POINTE PHASE I PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

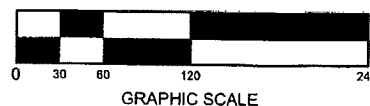


LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
CA=	CENTRAL ANGLE
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A=	ARC DISTANCE
R/W	RIGHT-OF-WAY
℄	CENTERLINE

NOTE:
SEE SHEETS 1 AND 2 OF 6 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SCALE: 1" = 120'



SHEET 5 OF 6

SKETCH NO.
14-8058 PH1-P

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

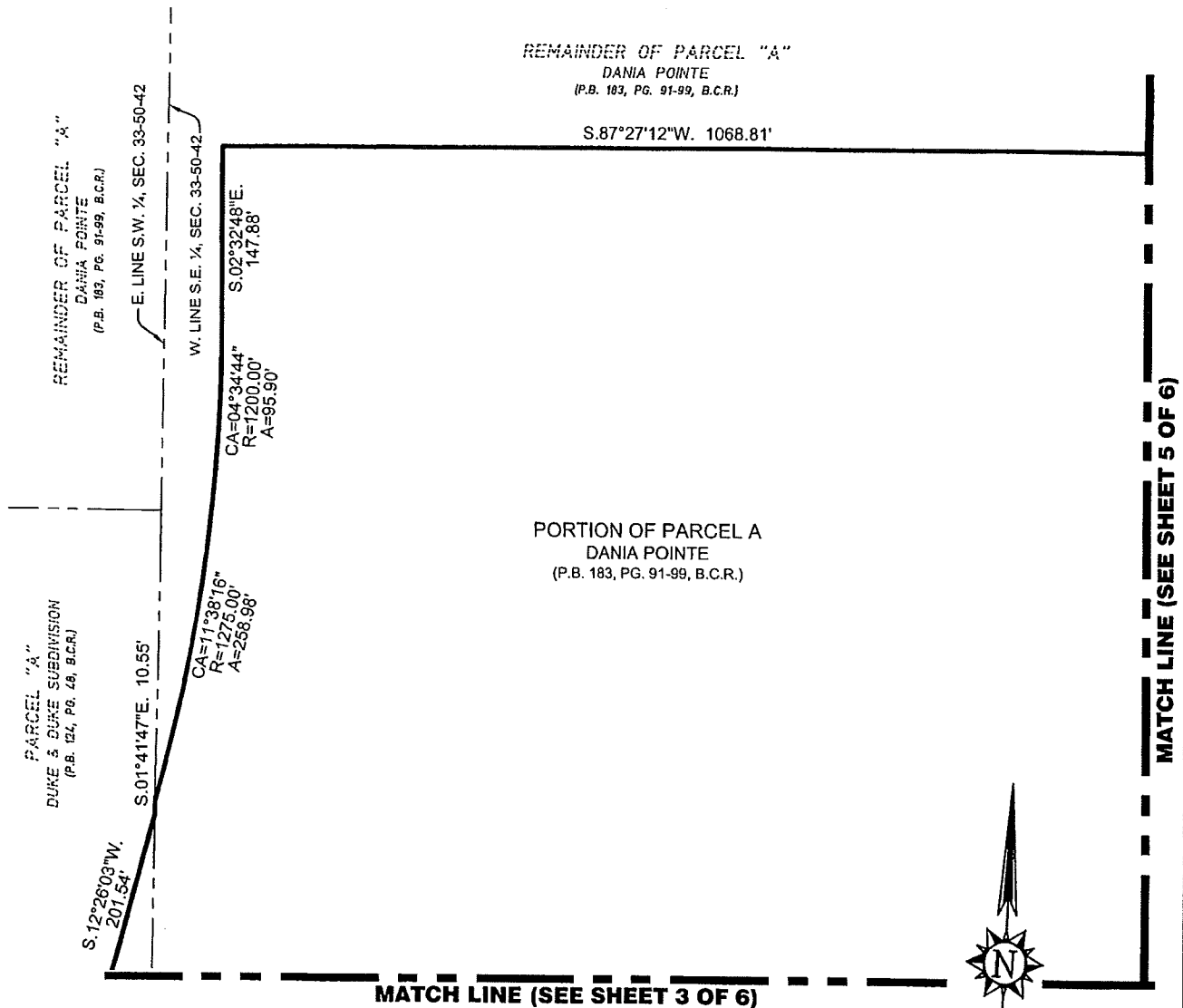
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SKETCH OF DESCRIPTION
DANIA POINTE PHASE I PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA



LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
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CA=	CENTRAL ANGLE
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A=	ARC DISTANCE
R/W	RIGHT-OF-WAY
CL	CENTERLINE

NOTE:

SEE SHEETS 1 AND 2 OF 6 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SCALE: 1" = 120'



GRAPHIC SCALE

SHEET 6 OF 6

SKETCH NO.
14-8058 PH1-P

4341 S.W. 62nd Avenue
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EXHIBIT "A"
LEGAL DESCRIPTION OF
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST;

THENCE N.01°41'47"W., ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (S.E. 1/4), A DISTANCE OF 874.05 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE N.01°41'47"W., A DISTANCE OF 220.75 FEET TO A POINT ON THE MOST WESTERLY SOUTH LINE OF SAID PARCEL A;

THENCE S.88°18'13"W., ALONG SAID MOST WESTERLY SOUTH LINE, A DISTANCE OF 513.30 FEET TO THE MOST WESTERLY SOUTHWEST CORNER OF SAID PARCEL A, SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE WEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.89°43'55"E.;

THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 04°00'14" AND A RADIUS OF 5,929.65 FEET, FOR AN ARC DISTANCE OF 414.38 FEET, TO A POINT OF TANGENCY;

THENCE N.04°16'19"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 1,158.32 FEET TO THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL A, LAST MENTIONED TWO COURSES BEING COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID INTERSTATE 95 (S.R. 9) AND THE WEST LINE OF SAID PARCEL A;

THENCE N.87°26'02"E., ALONG THE MOST WESTERLY NORTH LINE OF SAID PARCEL A AND THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33, A DISTANCE OF 569.57 FEET TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4);

THENCE N.01°41'47"W., ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 33, A DISTANCE OF 295.03 FEET TO THE MOST NORTHERLY NORTHWEST CORNER OF SAID PARCEL A;

THENCE N.87°26'02"E., ALONG THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 1,303.07 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A;

THENCE S.01°44'04"E., A DISTANCE OF 295.03 FEET;

THENCE S.01°29'36"E., A DISTANCE OF 245.05 FEET;

THENCE S.88°30'24"W., A DISTANCE OF 2.00 FEET;

THENCE S.01°29'36"E., A DISTANCE OF 40.00 FEET;

THENCE N.88°30'24"E., A DISTANCE OF 2.00 FEET;

THENCE S.01°29'36"E., A DISTANCE OF 541.96 FEET;

THENCE N.88°30'24"E., A DISTANCE OF 6.00 FEET;

THENCE S.01°29'36"E., A DISTANCE OF 484.63 FEET, LAST MENTIONED 8 COURSES BEING COINCIDENT WITH THE EAST LINE OF SAID PARCEL A AND THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD;

THENCE S.88°30'24"W., A DISTANCE OF 117.42 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 08°03'05" AND A RADIUS OF 214.00 FEET, FOR AN ARC DISTANCE OF 30.07 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTH;

FILE: C:\Users\damian\appdata\local\temp\AcPublish_6900\14-8058 Dania Pointe Phase II Parcel.dwg

CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY
1. REVISED SKETCH & DESCRIPTION	2/2/18	DRL

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DATE: Feb 06, 2018

RICHARD G. CRAWFORD Jr.

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
4/19/16	DRL	RGC	N/A

SEAL

NOT VALID UNLESS
SEALED HERE WITH
AN EMBOSSED
SURVEYOR'S SEAL

SHEET 1 OF 9

SKETCH NO.
14-8058 PH2-P

4341 S.W. 62nd Avenue
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"
LEGAL DESCRIPTION OF
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION: (CONTINUED)

THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 09°06'16" AND A RADIUS OF 286.00 FEET FOR AN ARC DISTANCE OF 45.45 FEET TO A POINT OF TANGENCY;

THENCE S.87°27'12"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 1,068.81 FEET;

THENCE S.02°32'48"E., AT RIGHT ANGLES TO THE PREVIOUS MENTIONED COURSE, A DISTANCE OF 147.88 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE WEST;

THENCE SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO, THE RIGHT, HAVING A CENTRAL ANGLE OF 04°34'44" AND A RADIUS OF 1,200.00 FEET FOR AN ARC DISTANCE OF 95.90 FEET TO A POINT OF COMPOUND CURVATURE OF A TANGENT CURVE CONCAVE TO THE WEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 11°38'16" AND A RADIUS OF 1,275.00 FEET FOR AN ARC DISTANCE OF 258.98 FEET TO A POINT ON A NON-TANGENT LINE AND THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 67.60 ACRES, (2,944,537 SQUARE FEET), MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.

2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

3. THE BEARINGS SHOWN HEREON ARE BASED ON N.87°34'11"E., ALONG THE SOUTH LINE SOUTHEAST ONE-QUARTER (S.E. 1/4), SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST AS SHOWN ON THE PLAT OF DANIA POINTE, RECORDED IN PLAT BOOK 183, PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).

5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.

6. SEE SHEETS 3 THRU 9 OF 9 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

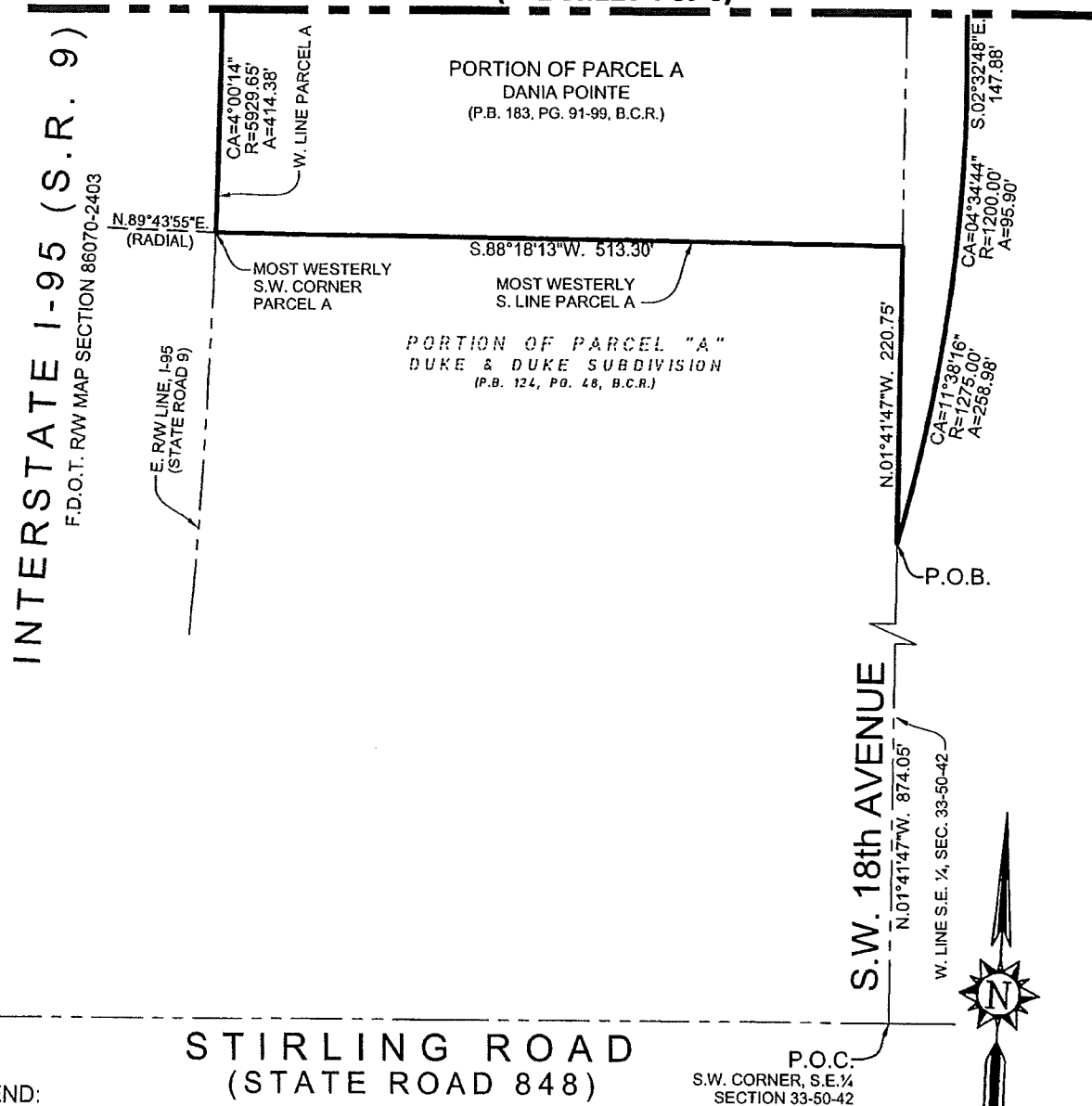
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"
SKETCH OF DESCRIPTION
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

MATCH LINE (SEE SHEET 4 OF 9)

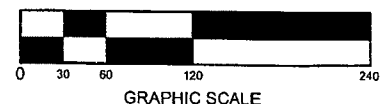


LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
CA=	CENTRAL ANGLE
R=	RADIUS
A=	ARC DISTANCE
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT-OF-WAY
	CENTERLINE
	BREAK IN LINE SCALE

NOTE:
SEE SHEETS 1 AND 2 OF 9 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SCALE: 1" = 120'



SHEET 3 OF 9

SKETCH NO.
14-8058 PH2-P

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

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EXHIBIT "A"
SKETCH OF DESCRIPTION
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA



INTERSTATE I-95 (S.R. 9)

F.D.O.T. RW MAP SECTION 86070-2403

E. RW LINE, I-95
(STATE ROAD 9)

W. LINE PARCEL A

N.04°16'19"W. 1158.32'

CA=4°00'14"
R=5929.65' A=414.38'

MATCH LINE (SEE SHEET 5 OF 9)

PORTION OF PARCEL A
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
CA=	CENTRAL ANGLE
R=	RADIUS
A=	ARC DISTANCE
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
RW	RIGHT-OF-WAY
	CENTERLINE
	BREAK IN LINE SCALE

E. LINE S.W. 1/4, SECTION 33-50-42

W. LINE S.E. 1/4, SECTION 33-50-42

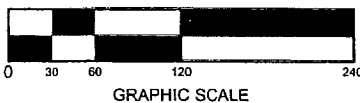
MATCH LINE (SEE SHEET 9 OF 9)

S.87°27'12"W.
1068.81'

S.02°32'48"E.
147.88'

MATCH LINE (SEE SHEET 3 OF 9)

SCALE: 1" = 120'



GRAPHIC SCALE

NOTE:

SEE SHEETS 1 AND 2 OF 9 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SHEET 4 OF 9

SKETCH NO.
14-8058 PH2-P

4341 S.W. 62nd AVE.
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EXHIBIT "A"

SKETCH OF DESCRIPTION

DANIA POINTE PHASE II PARCEL

CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA



INTERSTATE I-95 (S.R. 9)

F.D.O.T. RW MAP SECTION 86070-2403

E. RW LINE, I-95
(STATE ROAD 9)

N.04°16'19"W. 1158.32'

W. LINE PARCEL A

MOST WESTERLY
N.W. CORNER
PARCEL A

N. LINE S.W. ¼, SECTION 33-50-42

N.87°26'02"E. 569.57'

MOST WESTERLY
N. LINE PARCEL A

PORTION OF PARCEL A
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

LEGEND:

P.B.
PG.
B.C.R.
P.O.C.
P.O.B.
CA=
R=
A=
F.D.O.T.



PLAT BOOK
PAGE
BROWARD COUNTY RECORDS
POINT OF COMMENCEMENT
POINT OF BEGINNING
CENTRAL ANGLE
RADIUS
ARC DISTANCE
FLORIDA DEPARTMENT
OF TRANSPORTATION
RIGHT-OF-WAY
CENTERLINE
BREAK IN LINE SCALE

N.87°26'02"E.
1303.07'

W. LINE N.E. ¼,
SECTION 33-50-42

N.01°41'47"W. 295.03'

MOST NORTHERLY
N.W. CORNER
PARCEL A

295'

N.E. CORNER, S.W.¼
SECTION 33-50-42

E. LINE S.W. ¼, SECTION 33-50-42

W. LINE S.E. ¼, SECTION 33-50-42

MATCH LINE (SEE SHEET 6 OF 9)

SCALE: 1" = 120'



GRAPHIC SCALE

MATCH LINE (SEE SHEET 4 OF 9)

NOTE:
SEE SHEETS 1 AND 2 OF 9 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SHEET 5 OF 9

SKETCH NO.
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EXHIBIT "A"
SKETCH OF DESCRIPTION
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

PORTION OF TRACT A
RE-AMENDED PLAT OF HOLLYWOOD PALMS
(P.B. 36, PG. 46, B.C.R.)

N.87°26'02"E. 1303.07'

N. LINE PARCEL A

N. LINE S.E. ¼, SEC. 33-50-42

PORTION OF PARCEL A
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
CA=	CENTRAL ANGLE
R=	RADIUS
A=	ARC DISTANCE
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	RIGHT-OF-WAY
⊕	CENTERLINE
~	BREAK IN LINE SCALE

SCALE: 1" = 120'



GRAPHIC SCALE

MATCH LINE (SEE SHEET 9 OF 9)

NOTE:
SEE SHEETS 1 AND 2 OF 9 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SHEET 6 OF 9

SKETCH NO.
14-8058 PH2-P

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

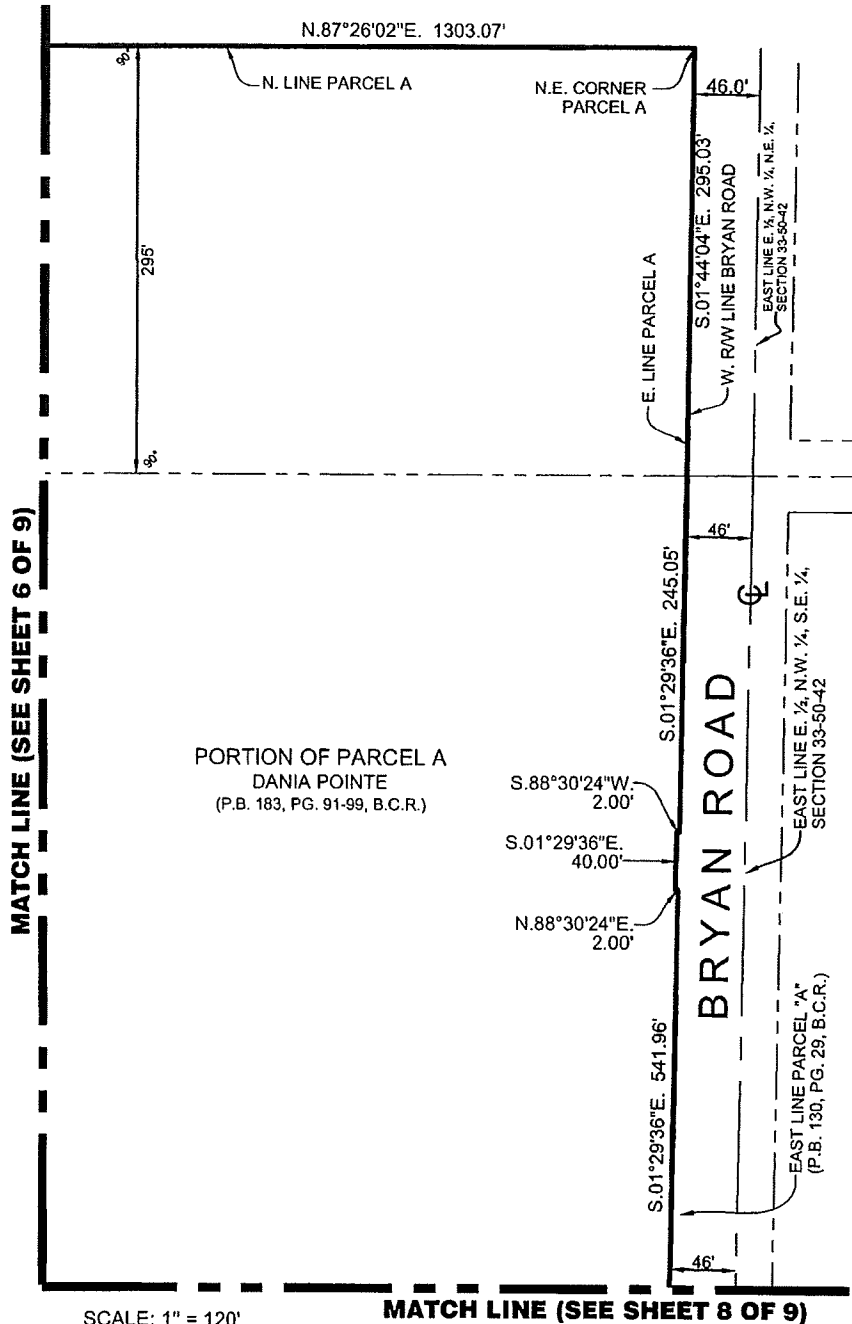
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"
SKETCH OF DESCRIPTION
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

PORTION OF TRACT A
RE-AMENDED PLAT OF HOLLYWOOD PALMS
(P.B. 36, PG. 46, B.C.R.)



LEGEND:

P.B.

PG.

B.C.R.

P.O.C.

P.O.B.

CA=

R=

A=

F.D.O.T.

R/W



PLAT BOOK

PAGE

BROWARD COUNTY

RECORDS

POINT OF

COMMENCEMENT

POINT OF BEGINNING

CENTRAL ANGLE

RADIUS

ARC DISTANCE

FLORIDA DEPARTMENT

OF TRANSPORTATION

RIGHT-OF-WAY

CENTERLINE

BREAK IN LINE SCALE



SCALE: 1" = 120'



GRAPHIC SCALE

SCALE: 1" = 120'



GRAPHIC SCALE

NOTE:

SEE SHEETS 1 AND 2 OF 9 FOR THE LEGAL
DESCRIPTION OF THE PROPERTY SHOWN
GRAPHICALLY HEREON.

SHEET 7 OF 9

SKETCH NO.

14-8058 PH2-P

4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

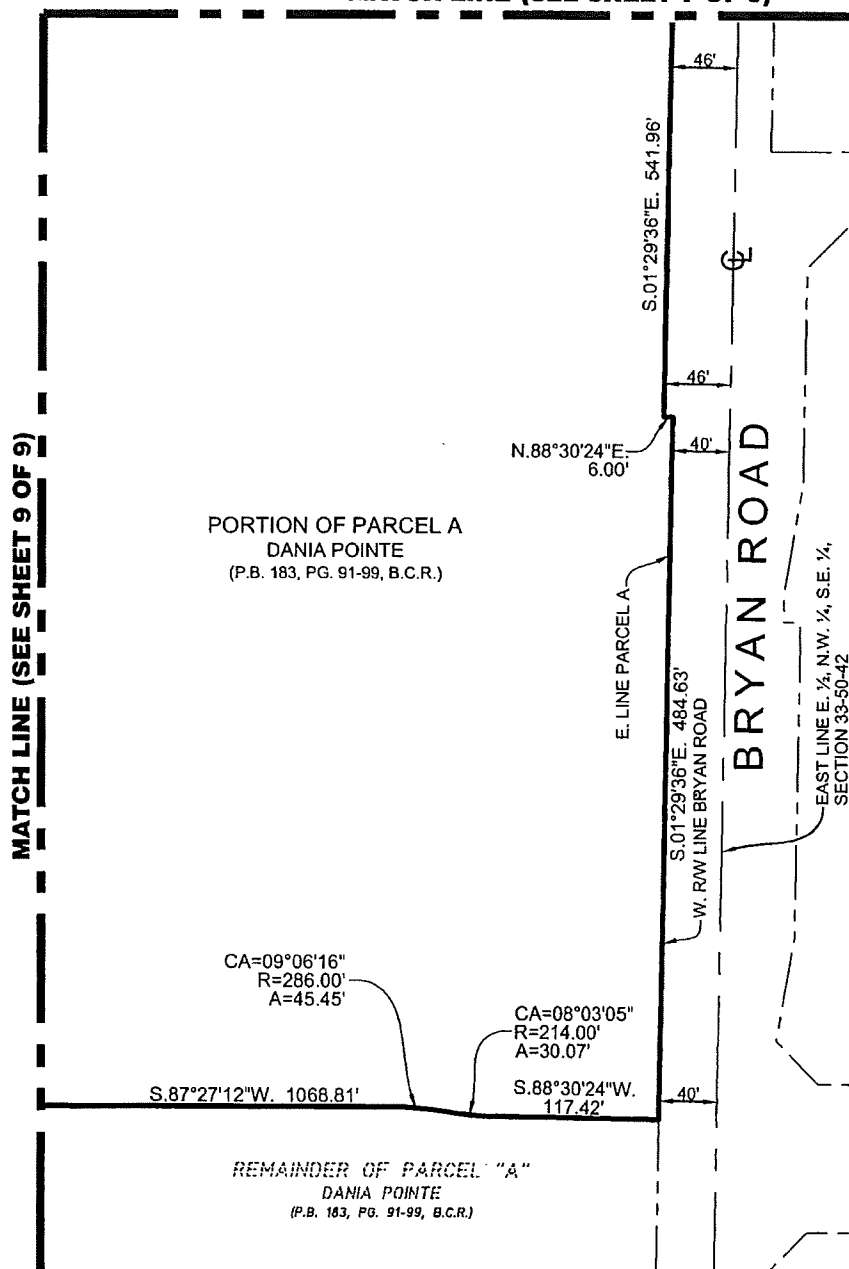
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

EXHIBIT "A"
SKETCH OF DESCRIPTION
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

MATCH LINE (SEE SHEET 7 OF 9)



4341 S.W. 62nd AVE.
Davie, Florida 33314



STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

EXHIBIT "A"
SKETCH OF DESCRIPTION
DANIA POINTE PHASE II PARCEL
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

MATCH LINE (SEE SHEET 6 OF 9)



MATCH LINE (SEE SHEET 4 OF 9)

PORTION OF PARCEL A
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

MATCH LINE (SEE SHEET 8 OF 9)

LEGEND:

P.B.
PG.
B.C.R.
P.O.C.
P.O.B.
CA=
R=
A=
F.D.O.T.

R/W
CL
—|—

PLAT BOOK
PAGE
BROWARD COUNTY RECORDS
POINT OF COMMENCEMENT
POINT OF BEGINNING
CENTRAL ANGLE
RADIUS
ARC DISTANCE
FLORIDA DEPARTMENT
OF TRANSPORTATION
RIGHT-OF-WAY
CENTERLINE
BREAK IN LINE SCALE

S.87°27'12"W. 1068.81'

REMAINDER OF PARCEL "A"
DANIA POINTE
(P.B. 183, PG. 91-99, B.C.R.)

SCALE: 1" = 120'



GRAPHIC SCALE

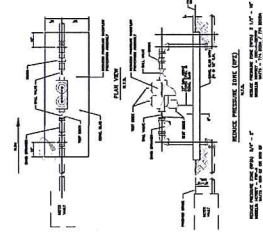
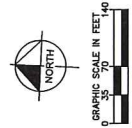
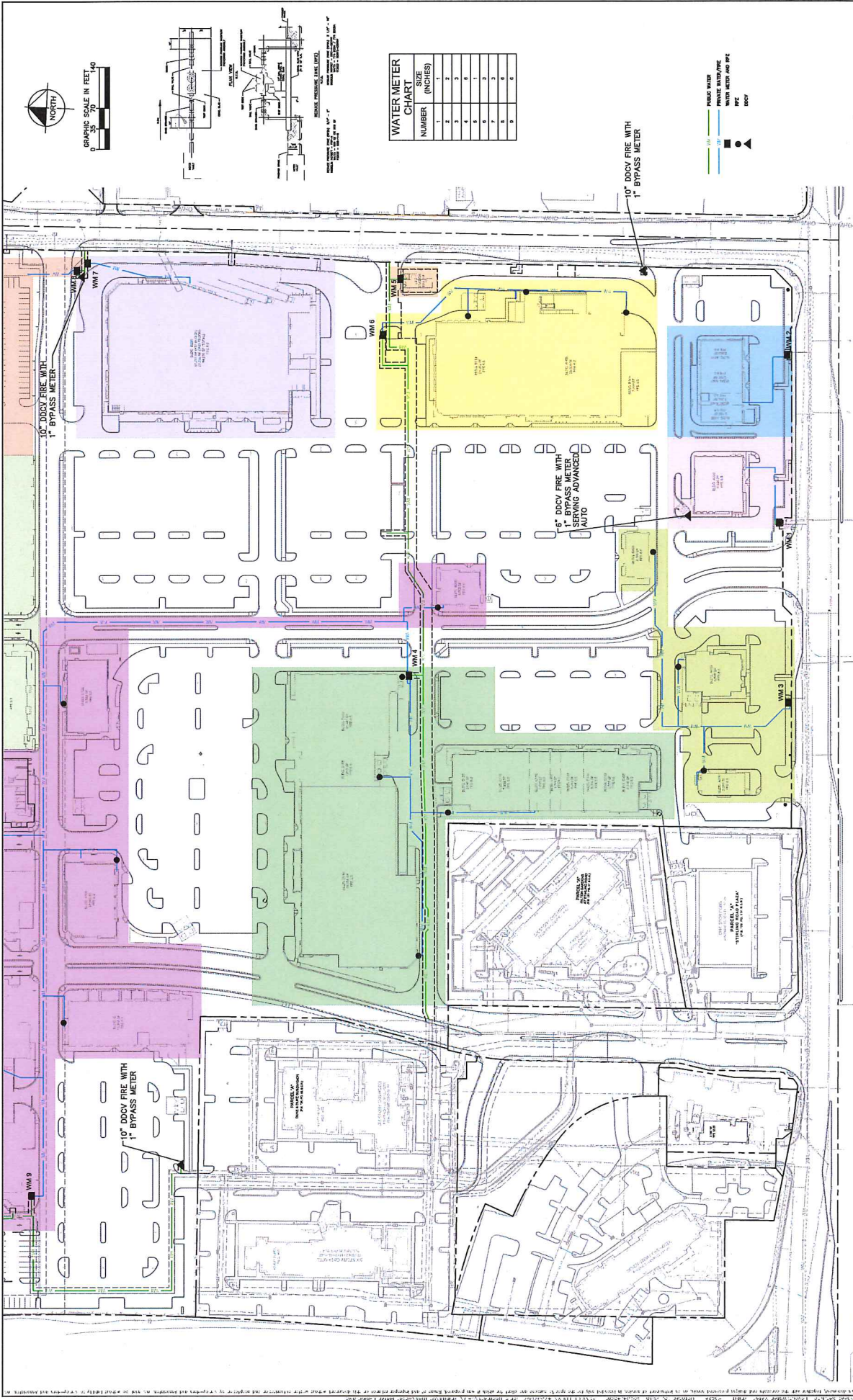
NOTE:
SEE SHEETS 1 THRU 3 OF 15 FOR THE
LEGAL DESCRIPTION OF THE PROPERTY
SHOWN GRAPHICALLY HEREON.

SHEET 9 OF 9

SKETCH NO.
14-8058 PH2-P

EXHIBIT "B"

Water Meter Exhibit – Phase I



WATER METER CHART	
NUMBER	SIZE (INCHES)
1	1/2
2	3/4
3	1
4	1 1/2
5	2
6	3
7	4
8	6
9	8

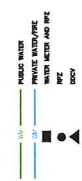
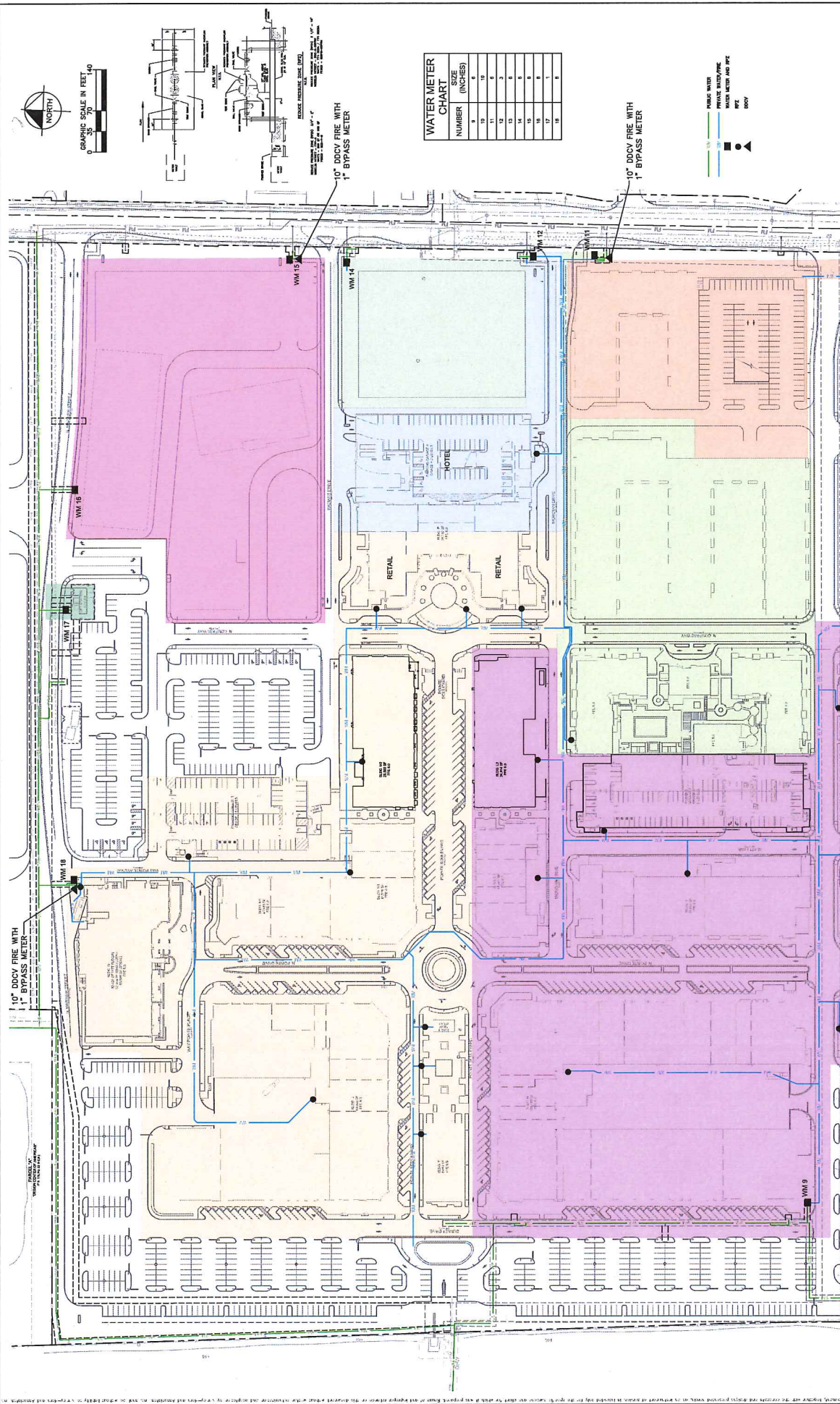


EXHIBIT "C"

Water Meter Exhibit – Phase II



Kimley»»Horn

© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

DANIA POINTE - PHASE II

WATER METER EXHIBIT

SHEET NUMBER

EXHIBIT

EXHIBIT "D"

County Agreement

**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH FOR
TRAFFICWAY ILLUMINATION FOR BRYAN ROAD**

This agreement ("Agreement") between Broward County ("County"), a political subdivision of the State of Florida, and City of Dania Beach ("City"), a municipal corporation organized and existing under the laws of the State of Florida (collectively, the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties ("Effective Date").

RECITALS

A. Bryan Road from Stirling Road to Old Griffin Road is a public trafficway ("Trafficway"), functionally classified as a County road, and located within City's municipal boundaries.

B. It is of mutual benefit to the residents of County and City to illuminate the Trafficway by installing the lighting system described in Article 2.

C. City desires to undertake the installation of the lighting system and its continued operation and maintenance.

D. County agrees to allow the installation of the lighting system, on that portion of the Trafficway shown in red on Exhibit A (the "Property"), subject to the terms and conditions of this Agreement.

E. City, by motion of its governing body adopted on the 24 day of July, 2018, has accepted responsibility for the ongoing operation and maintenance of the Property under the terms of this Agreement.

F. City has authorized the appropriate City officials to execute this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Approved Plans: The construction documents with specifications depicting and defining the Project (as defined below), including all materials to be installed within the Property that must be submitted to and approved by the Contract Administrator.

1.2 Board: The Board of County Commissioners of Broward County, Florida.

1.3 Contract Administrator: The Director of the Broward County Highway Construction and Engineering Division, or designee.

1.4 County Administrator: The administrative head of County appointed by the Board.

1.5 County Attorney: The chief legal counsel for County appointed by the Board.

Approved BCC 8/14/18 #15
Submitted By HCEB
RETURN TO DOCUMENT CONTROL

N/C.

- 1.6 Division: The Broward County Highway Construction and Engineering Division.
- 1.7 Lighting or Lighting System: Light poles, luminaires, cable, conduit, grounding, load centers, pullboxes, conductors, and cable distribution systems as described in Article 2, the Approved Plans, and Exhibit B.
- 1.8 Property: That portion of the Trafficway shown in red and shown in Exhibit A.

ARTICLE 2. SCOPE OF PARTICIPATION

- 2.1 City shall:
- 2.1.1 Apply, or cause application to be made, to the Division for a permit to install the Lighting System as set forth in the Approved Plans. City must not proceed with installation of the Lighting System until the Division permit(s) has/have been issued and permit conditions for commencement of construction have been satisfied.
- 2.1.2 In accordance with the Approved Plans, install or cause to be installed the Lighting System on the Property to the Contract Administrator's satisfaction.
- 2.1.3 Following completion of the installation of the Lighting System, provide the County with signed and sealed certified as-built drawings and warranties for any work performed on the Lighting System.
- 2.1.4 Once installed, properly operate and maintain the Lighting System in accordance with the Approved Plans. As part of such maintenance responsibility, City shall keep the Lighting System in good repair and replace all defective or worn out Lighting System parts and equipment including but not limited to, poles, luminaires, and circuitry. City's responsibility to keep or cause to keep the system in good repair includes all necessary maintenance, repair, and replacement of any type or nature, including, but not limited to, maintenance, repair, and replacement due to normal wear and tear, acts of God, vandalism, and accidents.
- 2.1.5 Ensure City's use of the Property and Trafficway causes no damage thereto.
- 2.1.6 Provide the Contract Administrator, or designee, with prompt written notice as set forth in Article 5 of any occurrence, incident, or accident occurring on the Property.
- 2.2 County shall:
- 2.2.1 After receipt of a completed application for permit including proposed plans and specifications, review the application for completeness and either reject the application, or process the application for issuance of the permit.

2.2.2. Upon City's request for a final inspection, and after receiving signed and sealed certified as-built drawings detailing the pertinent information regarding the installation, and verifying its conformance with the Approved Plans, perform a final inspection.

2.2.3 Inspect the installation of the Lighting System and reject work that does not meet the requirements of the Approved Plans.

2.2.4 Have no further obligation except as otherwise specifically set forth herein.

2.3 Any relocation, replacement, modification, or alteration of the Lighting System by City requires the prior submittal of plans by City to the Division for approval, consistent with the requirements above.

2.4 All Lighting placed upon the Property will remain the property of City, and will be placed upon the Property at City's sole risk.

2.5 This Agreement does not change the functional classification of the Trafficway.

2.6 City's obligations under this Agreement may be performed by City through the use of its employees, or City may enter into a contract with a third party to perform the services. If City contracts with a third party, City will remain fully responsible hereunder and must ensure that the third party complies at all times with each and every term, condition, duty, and obligation set forth herein.

2.7 In the administration of this Agreement, as contrasted with matters of policy, City may rely on the instructions or determinations made by the Contract Administrator, provided, however, that such instructions and determinations do not change the requirements of this Article 2.

ARTICLE 3. COSTS

City shall pay for all costs associated with the design, installation, continued operation, maintenance, repair, and replacement of the Lighting System, including all electrical, energy, and other utility charges, at no cost to County.

ARTICLE 4. TERM AND TERMINATION

4.1 This Agreement starts on the Effective Date and continues in perpetuity unless terminated as provided below.

4.2 This Agreement may be terminated for cause by County, through action of the Board, upon thirty (30) days' written notice given by the Contract Administrator to City setting forth the breach. If City cures the breach within thirty (30) days after written notice, to the Contract Administrator's satisfaction, this Agreement will remain in full force and effect. If such breach is not cured within

thirty (30) days after written notice, County may terminate this Agreement. If City fails to maintain the Lighting System, County, at the option of the Contract Administrator, may cause such breach to be cured and invoice City for the costs of the cure or terminate this Agreement. If County opts to cure the breach and invoice City for the costs, City shall remit to County the amount invoiced within thirty (30) days of City's receipt of the invoice.

4.3 Cause to terminate this Agreement includes, but is not limited to, City's failure to suitably perform the services required by Article 2, or City's failure to maintain the Lighting System, notwithstanding whether any such breach was previously waived or cured.

4.4 If this Agreement is terminated, City must remove from the Property, at City's sole expense, any Lighting System placed upon it unless the Contract Administrator, in writing, authorizes City to leave the Lighting System on the Property. If the Lighting System must be removed:

4.4.1 County will have no obligation to remove, relocate, reinstall, or replace any part of the Lighting System, or in any way compensate City for any loss resulting from or arising out of the termination of this Agreement.

4.4.2 City must obtain a permit from the Division to remove the Lighting System and return the Property to a safe condition following said removal.

4.4.3 City will be obligated to repair or pay for any damage to the Property resulting from the removal of the Lighting System.

ARTICLE 5. NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, together with a contemporaneous email, addressed to the party for whom it is intended at the place last specified. The place for giving notice will remain the same as set forth herein until changed in writing in the manner provided in this article. For the present, the Parties designate the following:

FOR COUNTY:

Director, Broward County Highway Construction and Engineering Division
1North University Drive, Box B300
Plantation, Florida 33324

FOR CITY:

City Manager, City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

ARTICLE 6. INDEMNIFICATION

6.1 City and County are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein can be construed as consent by City or County to be sued by third parties in any matter arising out of this Agreement or any other contract.

6.2 If City contracts with a third party to provide the services set forth herein, any contract with such third party must include the following provisions:

6.2.1 Indemnification: City's contractor shall indemnify and hold harmless County, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of City's contractor and other persons employed or utilized by City's contractor in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. If any action or proceeding is brought against County by reason of any such claim or demand, City's contractor shall, upon written notice from County, resist and defend such action or proceeding by counsel satisfactory to County.

6.3 The provisions of this article will survive the termination of this Agreement.

ARTICLE 7. INSURANCE

7.1 City shall provide the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if City elects to purchase excess liability coverage, City agrees that County will be furnished with a certificate of insurance listing "Broward County" as a certificate holder and an additional insured.

7.2 If City contracts with a third party to provide the services set forth herein, any contract with such third party must include, at a minimum, the following provisions:

7.2.1 Insurance: City's contractor shall keep and maintain, at the contractor's sole cost and expense, insurance of the types and minimum amounts as set forth on Exhibit C, and specifically protect County by naming "Broward County" as an additional insured under the Commercial General Liability Insurance policy as well as any Excess Liability policy.

7.2.2 City's contractor, shall furnish to the Contract Administrator, certificates of insurance and endorsements evidencing the insurance coverage specified above prior to beginning the performance of work under this Agreement.

7.2.3 Coverage is not to cease and is to remain in full force and effect until all performance required of City's contractor is completed.

ARTICLE 8. MISCELLANEOUS

8.1 Documents. Copies of any and all reports, photographs, surveys, plans, and other data and documents provided or created in connection with this Agreement must be provided to County at no cost upon request.

8.2 Independent Contractor. City is an independent contractor under this Agreement. In performing under this Agreement, neither City nor its agents shall act as officers, employees, or agents of County. City does not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

8.3 Third Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party will be entitled to assert a right or claim against either of them based upon this Agreement.

8.4 Assignment and Performance. Neither this Agreement nor any right or interest herein may be assigned, transferred, or encumbered by City without the prior written consent of County. If City violates this provision, County will have the right to immediately terminate this Agreement. City represents that each person and entity that will perform services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. City agrees that all services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such services must equal or exceed prevailing industry standards for the provision of such services.

8.5 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement.

8.6 Compliance with Laws. City shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.7 Severability. If a portion of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.

8.8 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and will not be construed more strictly against either Party.

8.9 Interpretation. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

8.10 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 will prevail and be given effect.

8.11 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for litigation arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

8.12 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein will be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and City or others delegated authority or otherwise authorized to execute same on their behalf.

8.13 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.14 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated by reference. The attached Exhibits A, B, and C are incorporated into and made a part of this Agreement.

8.15 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.16 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

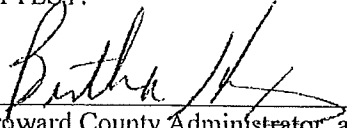
8.17 Nondiscrimination. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

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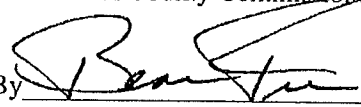
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 14 day of August, 2018 and City of Dania Beach, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:


Broward County Administrator, as
Ex-Officio Clerk of the Broward County
Board of County Commissioners

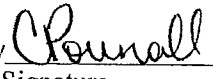
Broward County, by and through
its Board of County Commissioners

By 
Mayor

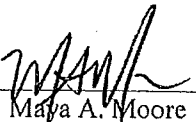
14 day of August, 2018

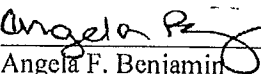
Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
approved by Broward County
Risk Management Division

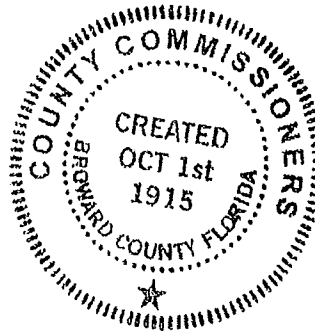
By  08/01/18
Signature (Date)

Colleen Pounali Risk Analyst
Print Name and Title above

By  7/30/18
Maya A. Moore (Date)
Assistant County Attorney

 8/1/18
Angela F. Benjamin (Date)
Senior Assistant County Attorney

HCED - Illumination (City installs and maintains)



CITY

ATTEST:

Thomas Schneider
Municipal Clerk

Thomas Schneider

(Print or Type Name)

(SEAL)



City of Dania Beach

By Tamara James
Mayor-

Tamara James

(Print or Type Name)

24 day of July, 2018.

Robert Baldwin
Municipal Manager

Robert Baldwin

(Print or Type Name)

APPROVED AS TO FORM:

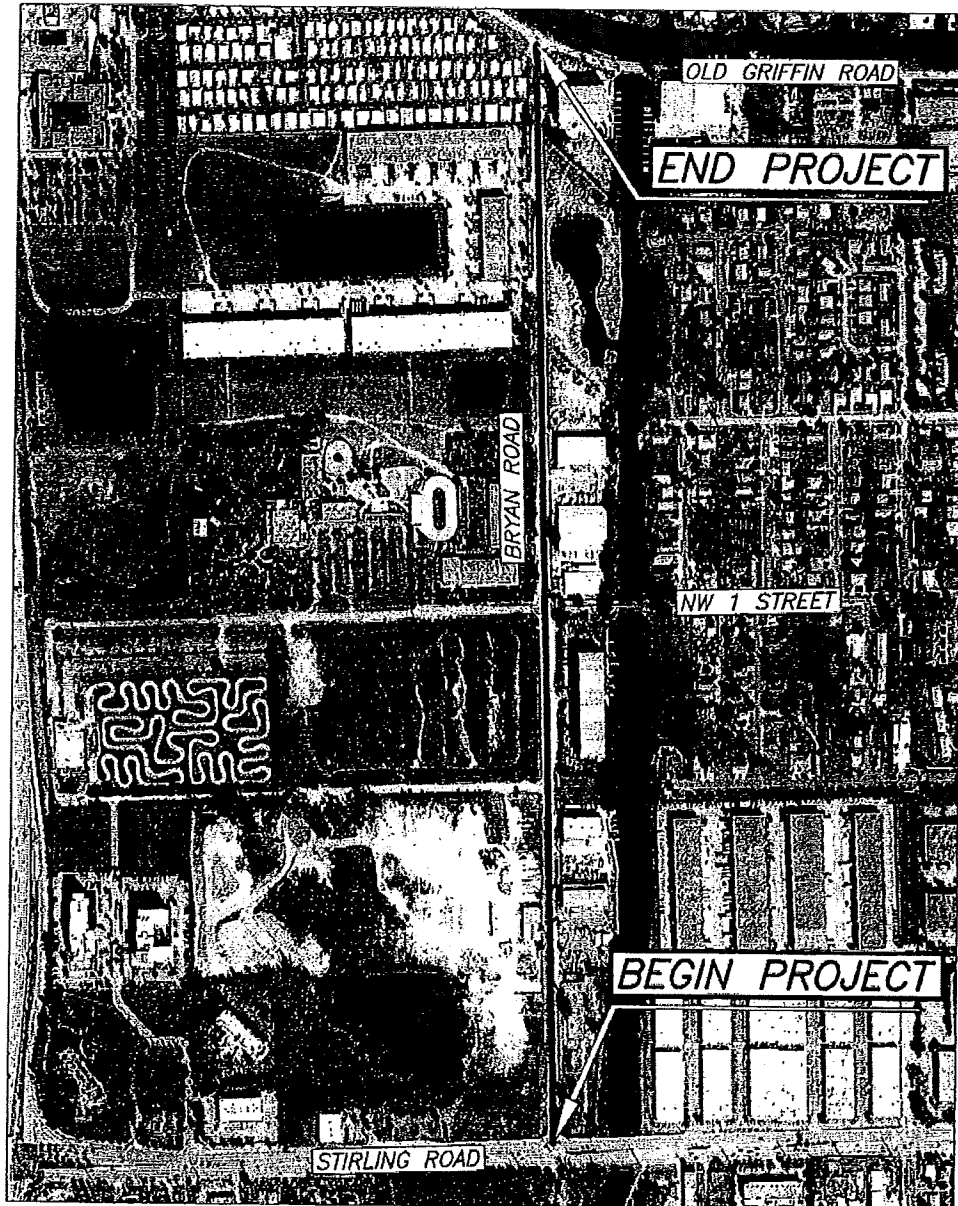
By Thomas Ansbro
Municipal Attorney Thomas Ansbro

EXHIBIT "A"

LOCATION SKETCH

PROJECT: TRAFFICWAY ILLUMINATION FOR BRYAN ROAD
BETWEEN: BROWARD COUNTY AND CITY OF DANIA BEACH
MUNICIPALITY: DANIA BEACH
COMMISSION DISTRICT: 7

SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST



SHEET 1 OF 1

Scale: Not To Scale	Drawn by: JAT	Date: 12-15-15	Checked by: DBW	Date: 12-15-15	File Location: E:\RW\Location Maps\DEEDS and EASEMENTS\BRYAN ROAD-DANIA.dwg
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BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

EXHIBIT "B"

LICENSEE: City of Dania Beach

Subject: Illumination Agreement

SCOPE OF IMPROVEMENTS:

This Illumination Agreement authorizes the installation of proposed lighting for Bryan Road to be constructed on the west side of Bryan Road beginning just North of Stirling Road and continuing north for approximately 2,900 feet. The proposed lighting is designed to replace the existing lighting arms attached to the existing utility poles which will be removed during construction. The lighting system must substantially conform to the Standard Specifications for Highway Lighting established by the Florida Department of Transportation. A full size set of plans are on file with the Broward County Highway Construction and Engineering Division under Project Reference Number 171016001.

EXHIBIT C

Agency: Highway Construction and Engineering Division

CJournal

Risk Management Division

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Bids and Proposals

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING A BID AWARD TO BE GRANTED TO JEFF ELLIS & ASSOCIATES, INC., A TEXAS CORPORATION D/B/A JEFF ELLIS MANAGEMENT, LLC, A FOREIGN CORPORATION AUTHORIZED TO DO BUSINESS IN FLORIDA, FOR LIFEGUARD, OPERATION AND MAINTENANCE SERVICES FOR THE C.W. THOMAS PARK POOL AND THE P.J. MELI AQUATIC COMPLEX; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AQUATIC FACILITIES MANAGEMENT AGREEMENT FOR PROFESSIONAL AQUATIC FACILITIES MANAGEMENT WITH JEFF ELLIS MANAGEMENT LLC, FOR A TOTAL AMOUNT NOT TO EXCEED THREE HUNDRED TWENTY ONE THOUSAND FOUR HUNDRED FORTY TWO DOLLARS (\$321,442.00)

Purchasing Requests ONLY

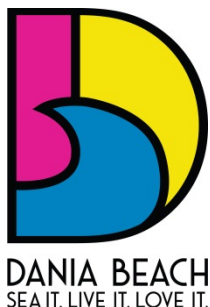
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo 2019 - Aquatic Management Bid Memo 2019 (Fin Review 1-30-2019)2.docx, R-2019-Jeff Ellis Management, LLC Bid Award for Aquatic Services (RFP 18-008), Bid Tabulation Form 18-018 Aquatic and Lifeguard Services RFP



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

MEMORANDUM

To: Honorable Mayor and Commissioners

From: Colin Donnelly, Assistant City Manager

By: Eric Brown, Director of Parks and Recreation

Date: January 10, 2019

Subject: Aquatic Management Recommendation to Award City Bid No. 18-018

Three (3) bids were received for the above referenced project and were tabulated as shown on the bid tabulation attachment. The bid committee met on January 10, 2019, at 10 a.m. to discuss the pros and cons.

Bids were reviewed for mathematical correctness and thoroughness of completion of forms and licenses by the bid committee. USA Management Inc. was the apparent low bidder.

However, the bid review committee discovered that this company has no experience in the State of Florida, and they did not explain in detail how they would maintain our pools.

Standguard Aquatics came in as the second lowest bidder, however they have a 21 day shutdown that's not acceptable, and their headquarters is based out of state. Additionally, they did not provide any references.

Jeff Ellis Management Inc. has been providing Aquatic Services to the City for the last 13 years, without any issues.

They have a perfect safety record, passed all Broward County Health Department inspections; have great knowledge of all pump room and maintenance procedures at both park locations, and an excellent working relationship with the Parks & Recreation Department. The new RFP also included an increase in annual service by having the C.W. Thomas Pool open every Saturday year round. There was no increase in price for this additional Saturday year round service, or an increase in annual service from the 2013 contact price.

Based on the \$63,902.00 of additional costs to the City, Jeff Ellis will pay \$20,000.00 for safety equipment. The bid committee recommends Jeff Ellis Management Inc. be awarded the contract as the most responsive and responsible bidder in the amount of \$321,442.00.

Funding for the services provided by this Agreement were planned and are available in the General Fund, Recreation Department, PJ Meli Aquatics Division Contract Services account No. 001-72-06-572-34-10.

RESOLUTION NO. 2019-015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A BID AWARD TO BE GRANTED TO JEFF ELLIS & ASSOCIATES, INC., A TEXAS CORPORATION D/B/A JEFF ELLIS MANAGEMENT, LLC, A FOREIGN CORPORATION AUTHORIZED TO DO BUSINESS IN FLORIDA, FOR LIFEGUARD, OPERATION AND MAINTENANCE SERVICES FOR THE C.W. THOMAS PARK POOL AND THE P.J. MELI AQUATIC COMPLEX; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AQUATIC FACILITIES MANAGEMENT AGREEMENT FOR PROFESSIONAL AQUATIC FACILITIES MANAGEMENT WITH JEFF ELLIS MANAGEMENT LLC, FOR A TOTAL AMOUNT NOT TO EXCEED THREE HUNDRED TWENTY ONE THOUSAND FOUR HUNDRED FORTY TWO DOLLARS (\$321,442.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City officials advertised a Request for Proposals (“RFP”) for Aquatic/Lifeguard Services (#18-018) for the P.J. Meli Aquatic Complex and the C.W. Thomas Park pools and three (3) bids were received by the City on December 28, 2018; and

WHEREAS, bids were received from three (3) firms as follows:

1 st Most Responsive	Jeff Ellis Management LLC	\$321,442.00
2 nd Most Responsive	Standguard Aquatics	\$288,480.00
3 rd Most Responsive	USA Management Inc.	\$257,540.00; and

WHEREAS, the City Bid Review Committee met on January 10, 2019, and recommends that the City Commission award the bid to Jeff Ellis & Associates, Inc. d/b/a Jeff Ellis Management, LLC, (“Contractor”) as the most responsive and responsible proposer for the services requested by the City in an annual amount not to exceed Three Hundred Twenty One Thousand Four Hundred Forty Two Dollars (\$321,442.00); and

WHEREAS, the City is seeking to enter into a three (3) year agreement with the option to renew for one (1) additional two (2) year period;

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

Section 1. That the above “Whereas” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute an Aquatic Facilities Management Agreement with Jeff Ellis & Associates, Inc. d/b/a Jeff Ellis Management, LLC, for the provision of lifeguard, operation and maintenance services for the P.J. Meli Aquatic Complex and the C.W. Thomas Park Pool for the term identified above.

Section 3. That funding for the services provided by this Agreement was planned and is available in the General Fund, Recreation Department, PJ Meli Aquatics Division Contract Services Account No. 001-72-06-572-34-10.

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

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

Section 6. That this Resolution shall be in force and take effect immediately upon passage and adoption.

PASSED AND ADOPTED on February 12, 2019.

ATTEST:

THOMAS SCHNEIDER
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

BID TABULATION FORM

BID OPENING DATE: Friday, December 28, 2018 **TIME:** 10:30 a.m.

PROJECT NAME: **#18-018 “AQUATIC AND LIFEGUARD SERVICES RFP”**

PRESENT AT BID OPENING:
See sign-in sheet attached

THE FOLLOWING BIDS WERE OPENED BY:

Angel Lunkins, Deputy City Clerk
Erika Clayton, Records Specialist

[illegible]

BID TABULATION FORM

BID OPENING DATE: **Friday, December 28, 2018** **TIME: 10:30 a.m.**

PROJECT NAME: **#18-018 “AQUATIC AND LIFEGUARD SERVICES RFP”**

VENDOR	Attended Mandatory Meeting	1 Original 4 Copies 1 CD/USB	Certificate of Insurance	Proposer’s Qualifications EXH. A	Public Entity Crimes Statement EXH. B	Non- Collusion Affidavit EXH. C	Drug Free Work Place Cert. EXH. D	Independence Affidavit EXH. E	Certification to Accuracy of Proposal EXH. G	Price Proposal
USA Management 10800 Alpharata Hwy Suite 208-522 Alpharetta, GA 33075 Brooke Ducan 877-248-1872 brooke@usamanagement.com	YES	YES	YES	YES	YES	YES	YES	YES	YES	\$257,540.00

AFTER THE BID OPENING, THE BIDS WERE TURNED OVER TO THE FOLLOWING FOR FURTHER REVIEW AND TABULATION:

Hakeem Ismail, Recreation Program Manager
Mark Jensen, Recreation Program Manager
Tania Stevens, Senior Accountant

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE SITE PLAN (SP-80-18) SUBMITTED BY DANIA LIVE 1748, LLC FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF STIRLING ROAD BETWEEN BRYAN ROAD AND INTERSTATE 95 WITHIN 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

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Exhibits Attached

Integra staff report 2, R-2019- Dania Pointe (Integra) Site Plan (SP-80-18), Integra app and backup, Integra plans



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: February 12, 2019

TO: Colin Donnelly, Assistant City Manager

VIA: Marc LaFerrier, AICP, Director *[Signature]*

FROM: Corinne Lajoie, AICP, Planning and Zoning Manager *[Signature]*

SUBJECT: **SP-80-18:** The applicant, Melibe S. Thomas with Kimley-Horn and Associates, on behalf of the property owner Joseph Denis, Dania Live 1748 II, LLC., is requesting a site plan approval for an office building as associated parking garage Dania Pointe, Phase 2, development project.

SITE PLAN

To allow the construction of two (2) nine (9) story office buildings, with a seven (7) level parking garage for each building.

PROPERTY INFORMATION

EXISTING ZONING:	Planned Mixed Use Development (PMUD)
LAND USE DESIGNATION:	Regional Activity Center (RAC)

VIOLATIONS ON PROPERTY

There are no open violations on this property.

PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the Land Development Code (LDC.)

The applicant has assembled multiple parcels generally located east of Interstate 95, north of Stirling Road, west of Bryan Road and south of the Design Center of the Americas (DCOTA). This assembly will result in approximately 102 acres of land known as the Dania Pointe development project. Construction has begun on the commercial buildings in Phase 1. The proposed project is located in Phase 2.

SITE PLAN

On November 21, 2016 the City Commission approved the partial site plan for Phase 2 of the Dania Pointe project. Office buildings were not included in that approval. Today the applicant is requesting approval for the construction of two (2) nine (9) story office buildings, each with a seven (7) level parking garage.

The City Engineer has stated that the original traffic study was approved for the "Full Build-Out Condition" under the approved Dania Pointe – Development Design Guidelines and Development Standards of which the proposed building is a part of. He further stated that the City of Dania Beach water plant has the capacity to supply water to this development at "Full Built-Out Condition".

The proposed building meets the requirements of the DDG in terms of use, placement, and height.

DEVELOPMENT REVIEW COMMITTEE (DRC)

The site plan was reviewed by the DRC only once on December 18, 2018, which includes personnel from the BSO Fire, Public Services, the City's landscape consultant and Community Development Department's Planning Division. The applicant has several outstanding staff comments that must be addressed prior to issuance of a building permit, or otherwise specified time frame, which are provided below. The outstanding DRC comments are listed as conditions of approval in the resolution.

The construction is planned to be phased. The applicant has indicated that the first phase is expected to begin construction in the fall of 2019 and be completed in the winter of 2020. Phase 2 is expected to begin at the beginning of 2021 and end in the summer of 2022.

Staff encouraged the applicant to contact neighbors adjacent to, as well as condominiums and neighborhood associations to advise of this property. As such, the applicant held a community meeting on January 24, 2019.

The applicant is requesting to use the City seal on the perimeter security screening. A rendering of the request is provided in the attached backup information.

CONDITIONS OF APPROVAL

1. Additional Fire Department Access Information as follows:
 - a. Fire Lane locations and striping detail (demonstrated)
 - b. "NO PARKING" sign locations and sign details demonstrated
 - c. Fire Department Access Routes During Construction (BSO Fire).
2. Additional Water Supply Information as follows:
 - a. Provide locations of hose connections in parking garage (BSO Fire).
3. Address Detail (BSO Fire).
4. An egress plan demonstrating and dimensioning all common paths of travel and travel distances to all exits within the buildings and/or structures (BSO Fire).
5. Minimum Radio Signal Strength for Fire Department Communications – See details on the next page (BSO Fire).
6. Provide copies of latest approved onsite drainage system plan along with storm-water management calculations (signed and sealed by a registered professional engineer). The calculations shall show how the minimum road crown and the finished floor elevations are met, and how the 25 year, 3 day storm event is maintained on site with zero discharge to the ROW and adjacent properties. The site must store at least the 25-year, 3 day event on site with no exceptions (Engineering).
7. Provide a copy of approved pre –and- post development storm-water management and drainage calculations and geotechnical report supporting the proposed drainage design. The City specifically needs the following information: 5 year -1 hour, 5-year 24 hour, 10-year 24 Hour, 25-year and 100-year 72-hour flood stage elevations (Engineering).

8. Storm-water quality design shall be provided in the amount of 2.5 inches times the percent impervious or the first 1 inch of rainfall over the entire site whichever is greater (Engineering).
9. Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines (Engineering).
10. Provide copies regulatory agencies' approval documentation as part of the final submittal (Broward County Surface Water License, Broward County Health Department Permit, etc.). Provide copies of approved permits from FDOT, City of Dania Beach, Broward County, EPD and others for utilities and driveway(s) connections (As applicable) (Engineering).
11. Show how roof drainage is collected (Engineering).
12. Provide a complete Water and Sewer – Utility Plan, indicating all water and sewer appurtenances including but not limited to point of connection to the existing system, cleanout, water meter, check valve, etc. including any existing water main, force mains, gravity mains, etc. (Show all material & pipe sizes on the plan). Water meters, Back flow preventers, RPZ, DDCV, etc. pending to be identified (Engineering).
13. Provide a complete Pavement, Marking and Signage Plan with details (Engineering).
14. In signage and marking plan –Site Plan-. Identify dimensions of Proposed Monument signs (Engineering).
15. In Signage and marking plan-Site Plan-, include the radii (Engineering).
16. Provide copy of approved Traffic Study (Engineering).
17. Provide an Erosion and Sediment Control Plan shall be reviewed for the drainage impacts to adjacent properties, surrounding ROW, storm-water facilities, and neighboring water bodies (Engineering).
18. Provide silt fence applications, protection around inlets or similar structures, barrier for fill slope, barrier for paved and unpaved ditches details (As applicable) (Engineering).
19. Contractor shall provide, before issuance of C.O., to the EOR and City of Dania Beach a CD with hard copies of "As-Built" drawings of the project giving all civil work information but not limited to horizontal and vertical elevations, dimensions, grading of paving and drainage, water, and sewer connections, etc. signed and sealed by a certified registered surveyor (Engineering).
20. Per Sec. 275-80:
 - G) Provide a landscape calculations table that indicates required quantities and provided quantities for each separate code requirement. Include the code section for each category;
 - H) Plant material listed according to corresponding code requirement, gross and net acreage, and square footage of vehicular use areas; and

- M) Provide an irrigation plan that addresses the details outlined in the Code (Landscape).
21. Provide the number of shade, intermediate, small, and palm trees in each of the four categories per Sec. 275-190. Sec. 275-190(D) requires a minimum percentage of total trees whereas Sec. 275-190(E-G) requires a maximum percentage of total trees/palms (Landscape).
 22. Specifications for proposed tree diameters are listed in caliper. Provide the diameter specification in diameter at breast height (DBH) to show Sec. 275-190 minimum DBH requirements are being met for each respective tree category for consistency with the City's code (Landscape).
 23. It appears there are several electrical equipment structures along the north and south perimeters of the site. Please provide screening for these structures per Sec. 275-170(B) (Landscape).
 24. Note that Green Island Ficus and Malayan Coconut Palms are category 1 & 2 invasive species (respectively) on the most recent (2017) FLEPPC list. Per Sec. 275-190(I)(9) of the Dania Beach Code of Ordinances and Sec (8)(8)1. of the Dania Pointe Development Design Guidelines and Development Standards, all plants identified as category 1 and 2 invasive species under Sec. 825-50 are prohibited (Landscape).
 25. Ensure minimum spacing requirements for all trees and palms per Sec. 275-190(H) are met. Provide notes or dimensions where applicable (Landscape).
 26. Provide the total VUA (in square feet), VUA dedicated to landscaping (in square feet), and the percentage of the VUA dedicated to landscaping per Sec. 275-100(B) (Landscape).
 27. Include the City of Dania Beach standard landscape notes (attached) on the next submitted plan (Landscape).
 28. APPLICATION: Per LDC, Section 635-50, Site Plan submittal must provide the following information that is missing with this submittal.
 - (S) Location, character, size, height and orientation of proposed signs, including building signage details shown on plan elevations and method of illumination.
 29. SIGNS:
 - Monument Sign – provide dimensions, number proposed and proposed location to confirm compliance with DDG and LDC.
 - Wayfinding Sign – Confirm "Wayfinding" is the same as "Vehicular Directional Signage", as the DDG does not identify "Wayfinding" signage. Provide dimensions, number proposed and proposed location to confirm compliance with DDG and LDC (Planning).
 30. RAC TRAFFIC IMPACT MITIGATION: Per Traffic Statement by KimleyHorn dated November 14, 2018, 586 PM peak hour trips will be generated. Therefore the RAC Traffic Impact Mitigation fee due at time of permit will be \$12,458.36 (586 X 21.26) (Planning).

31. Revise the shadow study to show how far the shadow project east for Winter and Fall at 5:00 (Planning).
32. Per O-2017-022, for properties over an acre in size, the applicant must obtain and post property signs in accordance with the NEW City requirements. Please see the end of this document for guidelines (Planning).
33. Per O-2017-027, commercial properties under construction are required to provide security to fencing with screening showing project rendering when adjacent to ROW. Provide screen detail with next submittal (Planning).

CITY COMMISSION PREVIOUS ACTION

September 11, 2018 the City Commission accepted dedication of SW 18 Avenue improvements made by the development.

January 23, 2018 the City Commission approved a 264 unit, 8-story residential building in Phase 2.

December 11, 2017 City Commission approved the hotel site plan for Dania Pointe, Phase 2.

June 27, 2017 City Commission approved a site plan modification for Dania Pointe, Phase 1.

March 14, 2017 City Commission approved the rezoning, vacation and site plan for the Burger King site.

November 21, 2016 City Commission approved a partial site plan for Dania Pointe, Phase 2.

June 14, 2016 City Commission approved a partial site plan for Dania Pointe, Phase 2.

May 24, 2016 City Commission approved the rezoning application on second reading.

February 23, 2016 City Commission approved the plat for the Subject Property on second reading.

February 9, 2016 City Commission approved a text amendment to the City's Code of Ordinance, Alcohol regulations for the Subject Property on second reading.

January 12, 2016 City Commission approved a Tree Removal and Mitigation Agreement for the Subject Property.

October 27, 2015 City Commission approved a LDC Text Amendment to allow site preparation before site plan approval for this site.

October 13, 2015 City Commission approved the establishment of the Planned Mixed Use Development Zoning District on second reading.

February 24, 2015 City Commission approved a Temporary Use to allow storage of fill on the site.

September 9, 2014 City Commission rezoned several properties from industrial to commercial zoning.

CITY COMMISSION ACTION

Approve the Site Plan resolution with the remaining DRC comments as conditions of approval which must be addressed prior to issuance of a building permit.

RESOLUTION NO. 2019-016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-80-18) SUBMITTED BY DANIA LIVE 1748, LLC FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF STIRLING ROAD BETWEEN BRYAN ROAD AND INTERSTATE 95 WITHIN 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, Chapter 28, Part 6 "Development Review Procedures and Requirements" of the Dania Beach Land Development Code (the "Land Development Code"), Article 635 "Site Plans," and Article 340 "Planned Mixed-Use Development District (PMUD)," Section 340-40 "Design Development Guidelines (DDG)," provides that site plan approval is required as a condition to the issuance of a building permit; and

WHEREAS, LDC Article 340 "Planned Mixed-Use Development District (PMUD)," Section 340-30(S) "Site plan approval," provides that site development shall comply with the established PMUD regulations and the approved DDG; and

WHEREAS, Dania Live 1748, LLC (the "Applicant") is requesting Site Plan approval to permit the development of additional areas of Dania Pointe Phase II, consisting of 452,763 square feet of office space to be located at the northwest corner of Stirling Road and Bryan Road in the City, as legally described in Exhibit "A"; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the Land Development Code; and

WHEREAS, the City Commission finds that the approval of the proposed Site Plan (SP-80-18) will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan.

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

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

Section 2. That pursuant to Chapter 28, “Land Development Code”, Part 6 “Development Review Procedures and Requirements,” Article 635 “Site Plan,” Article 340 “Planned Mixed-Use Development District (PMUD),” and Section 340-40 “Development Design Guidelines (DDG),” the following Site Plan (SP-80-18), attached as Exhibit “B” which is made a part of and incorporated into this Resolution by reference is approved subject to the following conditions:

1. Additional Fire Department Access Information as follows:
 - a. Fire Lane locations and striping detail (demonstrated)
 - b. “NO PARKING” sign locations and sign details demonstrated
 - c. Fire Department Access Routes During Construction (BSO Fire).
2. Additional Water Supply Information as follows:
 - a. Provide locations of hose connections in parking garage (BSO Fire).
3. Address Detail (BSO Fire).
4. An egress plan demonstrating and dimensioning all common paths of travel and travel distances to all exits within the buildings and/or structures (BSO Fire).
5. Minimum Radio Signal Strength for Fire Department Communications – See details on the next page (BSO Fire).
6. Provide copies of latest approved onsite drainage system plan along with storm-water management calculations (signed and sealed by a registered professional engineer). The calculations shall show how the minimum road crown and the finished floor elevations are met, and how the 25 year, 3 day storm event is maintained on site with zero discharge to the ROW and adjacent properties. The site must store at least the 25-year, 3 day event on site with no exceptions (Engineering).
7. Provide a copy of approved pre –and- post development storm-water management and drainage calculations and geotechnical report supporting the proposed drainage design. The City specifically needs the following information: 5 year -1 hour, 5-year 24 hour, 10-year 24 Hour, 25-year and 100-year 72-hour flood stage elevations (Engineering).
8. Storm-water quality design shall be provided in the amount of 2.5 inches times the percent impervious or the first 1 inch of rainfall over the entire site whichever is greater (Engineering).
9. Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines (Engineering).

10. Provide copies regulatory agencies' approval documentation as part of the final submittal (Broward County Surface Water License, Broward County Health Department Permit, etc.). Provide copies of approved permits from FDOT, City of Dania Beach, Broward County, EPD and others for utilities and driveway(s) connections (As applicable) (Engineering).
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17. Provide an Erosion and Sediment Control Plan shall be reviewed for the drainage impacts to adjacent properties, surrounding ROW, storm-water facilities, and neighboring water bodies (Engineering).
18. Provide silt fence applications, protection around inlets or similar structures, barrier for fill slope, barrier for paved and unpaved ditches details (As applicable) (Engineering).
19. Contractor shall provide, before issuance of C.O., to the EOR and City of Dania Beach a CD with hard copies of “As-Built” drawings of the project giving all civil work information but not limited to horizontal and vertical elevations, dimensions, grading of paving and drainage, water, and sewer connections, etc. signed and sealed by a certified registered surveyor (Engineering).
20. Per Sec. 275-80:
 - G) Provide a landscape calculations table that indicates required quantities and provided quantities for each separate code requirement. Include the code section for each category;
 - H) Plant material listed according to corresponding code requirement, gross and net acreage, and square footage of vehicular use areas; and
 - M) Provide an irrigation plan that addresses the details outlined in the Code (Landscape).

21. Provide the number of shade, intermediate, small, and palm trees in each of the four categories per Sec. 275-190. Sec. 275-190(D) requires a minimum percentage of total trees whereas Sec. 275-190(E-G) requires a maximum percentage of total trees/palms (Landscape).
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24. Note that Green Island Ficus and Malayan Coconut Palms are category 1 & 2 invasive species (respectively) on the most recent (2017) FLEPPC list. Per Sec. 275-190(I)(9) of the Dania Beach Code of Ordinances and Sec (8)(8)1. of the Dania Pointe Development Design Guidelines and Development Standards, all plants identified as category 1 and 2 invasive species under Sec. 825-50 are prohibited (Landscape).
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26. Provide the total VUA (in square feet), VUA dedicated to landscaping (in square feet), and the percentage of the VUA dedicated to landscaping per Sec. 275-100(B) (Landscape).
27. Include the City of Dania Beach standard landscape notes (attached) on the next submitted plan (Landscape).
28. APPLICATION: Per LDC, Section 635-50, Site Plan submittal must provide the following information that is missing with this submittal.
 - (S) Location, character, size, height and orientation of proposed signs, including building signage details shown on plan elevations and method of illumination.
29. SIGNS:
 - Monument Sign – provide dimensions, number proposed and proposed location to confirm compliance with DDG and LDC.
 - Wayfinding Sign – Confirm “Wayfinding” is the same as “Vehicular Directional Signage”, as the DDG does not identify “Wayfinding” signage. Provide dimensions, number proposed and proposed location to confirm compliance with DDG and LDC (Planning).

30. RAC TRAFFIC IMPACT MITIGATION: Per Traffic Statement by KimleyHorn dated November 14, 2018, 586 PM peak hour trips will be generated. Therefore the RAC Traffic Impact Mitigation fee due at time of permit will be \$12,458.36 (586 X 21.26) (Planning).
31. Revise the shadow study to show how far the shadow project east for Winter and Fall at 5:00 (Planning).
32. Per O-2017-022, for properties over an acre in size, the applicant must obtain and post property signs in accordance with the NEW City requirements. Please see the end of this document for guidelines (Planning).
33. Per O-2017-027, commercial properties under construction are required to provide security to fencing with screening showing project rendering when adjacent to ROW. Provide screen detail with next submittal (Planning).

Section 3. That pursuant to Section 14 “Site Plan Submittals” of the Dania Pointe PMUD Design Development Guidelines, the Site Plan (SP-80-18) approval shall automatically expire and become null and void five (5) years from the effective date of this Resolution unless the Applicant files a complete building permit application and secures approval of building permits for the improvements shown on the Site Plan within the five (5) year time frame, unless an extension is granted by the City Commission.

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 February 12, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Exhibit "A"
Legal Description

A PARCEL OF LAND BEING SITUATE WITHIN THE SOUTHEAST ONE-QUARTER (S.E.1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (N.W.,1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33, AS SHOWN ON SAID PLAT;

THENCE S.87°26'02" E., ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER (N.W.,1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33, A DISTANCE OF 46.01 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL A, SAID POINT ALSO BEING IDENTIFIED AS COORDINATE POINT NUMBER 109 ON SAID PLAT;

THENCE S.01°29'36"W., ALONG SAID EAST LINE, A DISTANCE OF 202.15 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE S.01°29'36"E., A DISTANCE OF 42.90 FEET TO A POINT BEING IDENTIFIED AS COORDINATE POINT NUMBER 110 ON SAID PLAT;

THENCE S.88°30'24"W., A DISTANCE OF 2.00 FEET, TO A POINT BEING IDENTIFIED AS COORDINATE POINT NUMBER 111 ON SAID PLAT;

THENCE S.01°29'36"E., A DISTANCE OF 40.00 FEET, TO A POINT BEING IDENTIFIED AS COORDINATE POINT NUMBER 112 ON SAID PLAT;

THENCE N.88°30'24"E., A DISTANCE OF 2.00 FEET, TO A POINT BEING IDENTIFIED AS COORDINATE POINT NUMBER 113 ON SAID PLAT;

THENCE S.01°29'36"E., A DISTANCE OF 161.59 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.56°49'14"E., (THE PREVIOUS FIVE COURSES BEING COINCIDENT WITH THE EAST LINE OF SAID PARCEL A);

THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 54°18'49" AND A RADIUS OF 32.83 FEET FOR AN ARC DISTANCE OF 31.12 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE S.87°27'12"W., A DISTANCE OF 597.78 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 49°59'56" AND A RADIUS OF 14.33 FEET FOR AN ARC DISTANCE OF 22.51 FEET TO A POINT OF TANGENCY;

THENCE N.02°32'48"W., A DISTANCE OF 114.67 FEET;

THENCE N.87°28'04"E., A DISTANCE OF 155.57 FEET;

THENCE N.02°31'56"W., A DISTANCE OF 27.00 FEET;

THENCE N.87°28'04"E., A DISTANCE OF 135.31 FEET;

THENCE N.02°31'56"W., A DISTANCE OF 102.33 FEET;

THENCE N.87°28'04"E., A DISTANCE OF 352.37 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 3.01 ACRES (131,313 SQUARE FEET), MORE OR LESS.

AND:

A PARCEL OF LAND BEING SITUATE WITHIN THE SOUTHEAST ONE-QUARTER (S.E.1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (N.W.,1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33, AS SHOWN ON SAID PLAT;

THENCE S.87°26'02"W., ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER (N.W.,1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33, A DISTANCE OF 46.01 FEET, TO A POINT ON THE EAST LINE OF SAID PARCEL A, SAID POINT ALSO BEING IDENTIFIED AS COORDINATE POINT NUMBER 109 ON SAID PLAT;

THENCE S.01°29'36"E., ALONG SAID EAST LINE, A DISTANCE OF 60.02 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE CONTINUE S.01°29'36"E., ALONG SAID EAST LINE, A DISTANCE OF 142.14 FEET;

THENCE S.87°28'04"W., A DISTANCE OF 352.37 FEET; THENCE S.02°31'56"E., A DISTANCE OF 102.33 FEET; THENCE S.87°28'04"W., A DISTANCE OF 135.31 FEET; THENCE S.02°31'56"E., A DISTANCE OF 27.00 FEET;

THENCE S.87°28'04"W., A DISTANCE OF 155.57 FEET; THENCE N.02°32'48"W., A DISTANCE OF 256.12 FEET; THENCE N.87°30'42"E., A DISTANCE OF 71.45 FEET; THENCE N.02°30'43"W., A DISTANCE OF 56.59 FEET;

THENCE S.86°27'46"E., A DISTANCE OF 220.52 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 05°01'49" AND A RADIUS OF 2030.67 FEET FOR AN ARC DISTANCE OF 178.29 FEET TO A POINT OF TANGENCY;

THENCE N.88°30'24"E. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 162.35 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 27°11'14" AND A RADIUS OF 32.83 FEET FOR AN ARC DISTANCE OF 15.58 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 3.07 ACRES (133,834 SQUARE FEET), MORE OR LESS.

OFFICE	0
BLOCK V: COMMERCIAL OFFICE	67,496 SF 0
BLOCK VI: COMMERCIAL OFFICE	65,586 SF 0
BLOCK VII: COMMERCIAL RESIDENTIAL OFFICE	0 0 452,763 SF
BLOCK VIII: COMMERCIAL RESIDENTIAL OFFICE	0 0 0
BLOCK IX: COMMERCIAL RESIDENTIAL HOTEL OFFICE	34,702 SF 0 350 ROOMS 0

DEVELOPMENT BRE

USE	DD
COMMERCIAL	1,12
OFFICE	1,00
HOTEL ROOMS	400
RESIDENTIAL UNITS	1,40



Date: January 24, 2019 Job Number: 147659000

Project Name: Dania Pointe - Office

To: City of Dania Beach – Corrine Lajoie

100 W Dania Beach Blvd

Dania Beach, FL 33004

954-924-6805

We are sending these by

☐ UPS ☐ FedEx (Stan/Prior) ☒ Hand Deliver

☐ Other: _____

We are sending you

☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop Drawings ☐ Prints/Plans ☐ Samples ☐ Specifications ☐ Change Orders

☐ Other: _____

Copies	Date	No.	Description – Site Plan Submittal
1		1	11x17 of submittal package
1		2	CD containing Submittal Package

These are transmitted as checked below:

☐ For your use ☐ Approved as submitted ☐ Resubmit ☐ Copies for approval

☐ As requested ☐ Approved as noted ☐ Submit ☐ Copies for distribution

☒ For review and comment ☐ Returned for corrections ☐ Return ☐ Corrected prints

Remarks:

Copy to: _____ Signed Melibe S. Thomas, P.E.





January 3, 2018
147659000

Daniel Lozandier
City of Dania Beach
Community Development Department
100 W Dania Beach Blvd
Dania Beach, FL 33004

**RE: Site Plan SP-80-18
Dania Pointe Phase II Office**

Dear Mr. Lozandier,

Please accept the following responses to your comments dated December 17, 2018 concerning the above referenced project.

Fire Comments

Tier 1 Comments
None

Tier 2 Comments

Comment 1) Additional Fire Department Access Information as follows:
a) Fire Lane locations and striping detail (demonstrated)
b) "NO PARKING" sign locations and sign details (demonstrated)
c) Fire Department Access Routes During Construction

Response 1) These items will be provided on the Construction Plans at a later date.

Comment 2) Additional Water Supply Information as follows:
a) Provide locations of hose connections in parking garage.

Response 2) These items will be provided on the Architectural Construction Plans at a later date.

Comment 3) Address Detail.

Response 3) These items will be provided on the Architectural Construction Plans.



Comment 4) An egress plan demonstrating and dimensioning all common paths of travel and travel distances to all exits within the buildings and/or structures.

Response 4) *These items will be provided on the Architectural Construction Plans.*

Comment 5) Minimum Radio Signal Strength for Fire Department Communications – See details on the next page.

Response 5) *These items will be provided on the Architectural Construction Plans.*

Engineering/Public Works Comments

Tier 1

Comment 1) Copies of "Dania Pointe – Office Traffic Generation Statement and Apartment Transportation Mitigation Impact Fee Calculation" letters were provided. Please, clarify number of remaining trips of 446 AM Peak hour and 248 PM Peak Hour in comparison with 586 PM Peak Hour trips generated by the proposed office uses and show back up documentation supporting of an "X" value of approximately 453. Also, approval by The City Engineer is required including the use of ITE Edition 9 and not of ITE Edition 10.

Response 1) *The 446 AM peak hour trips and 248 PM peak hour trips referenced in the Office Traffic Generation Statement were calculated based on rates and equations published by the Institute of Transportation Engineers in Trip Generation, 9th Edition for the purpose of determining actual trips utilizing the roadway network. The 586 PM peak hour trips referenced in the Transportation Mitigation Impact Fee Calculations was calculated based on the PM peak hour rates published by Broward County for the purpose of calculating impact fees only. The trip calculations in the Traffic Generation Statement are not comparable to the trip calculations in the Transportation Mitigation Impact Fee statement. For reference, the Broward County trip rates by land use have been included specifying the rate for office uses greater than or equal to 100,000 square feet in size. The X value utilized in this equation is per 1,000 square feet of floor area of the proposed use.*

Comment 2) A proposed preliminary Paving and Grading Plan was provided. Please add additional proposed high and low point elevations showing rainwater flow into sod areas / Yard Drains and clarify 5.30 Perimeter Berm elevation in comparison with 5.0 contour along Bryan Road.

Response 2) *Please see revised Sheet C-510, Paving and Grading Plan for additional grades and clarification of the Perimeter Berm along Bryan Road.*

Comment 3) A proposed preliminary Drainage Plan along with a Drainage statement were provided. Roof drainage connections pending to be showed to storm water drainage system directly to the primary trunk lines.

Response 3) *A note has been added to the Drainage Plan stating “Roof drainage connections to the underground stormwater drainage system will be shown on the construction plans when the building tie-in locations are designed.”*

Comment 4) A proposed preliminary Utility plan was provided.

Response 4) *Acknowledged.*

Comment 5) Provide a preliminary Erosion and Sediment Control Plan.

Response 5) *The Dania Pointe Phase II Erosion and Sediment Control Plans are attached.*

Comment 6) Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83).

Response 6) *This item will be provided with the Construction Plans at a later date.*

Tier 2

Comment 1) Provide copies of latest approved onsite drainage system plan along with storm-water management calculations (signed and sealed by a registered professional engineer). The calculations shall show how the minimum road crown and the finished floor elevations are met, and how the 25 year, 3 day storm event is maintained on site with zero discharge to the ROW and

adjacent properties. The site must store at least the 25-year, 3 day event on site with no exceptions.

Response 1) *The drainage calculations showing this information were previously provided with the original submittal, and a copy of the calculations were provided during the DRC meeting on 12/18/18. A copy is attached to this submittal as well.*

Comment 2) Provide a copy of approved pre –and- post development storm-water management and drainage calculations and geotechnical report supporting the proposed drainage design. The City specifically needs the following information: 5 year -1 hour, 5-year 24 hour, 10-year 24 Hour, 25-year and 100-year 72-hour flood stage elevations.

Response 2) *The drainage calculations showing this information were previously provided with the original submittal, and a copy of the calculations were provided during the DRC meeting on 12/18/18. A copy is attached to this submittal as well.*

Comment 3) Storm-water quality design shall be provided in the amount of 2.5 inches times the percent impervious or the first 1 inch of rainfall over the entire site whichever is greater.

Response 3) *The drainage calculations showing this information were previously provided with the original submittal, and a copy of the calculations were provided during the DRC meeting on 12/18/18. A copy is attached to this submittal as well.*

Comment 4) Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines.

Response 4) *These items will be provided on the Construction Plans at a later date.*

Comment 5) Provide copies regulatory agencies’ approval documentation as part of the final submittal (Broward County Surface Water License, Broward County Health Department Permit, etc.). Provide copies of approved permits from FDOT, City of Dania Beach, Broward County, EPD and others for utilities and driveway(s) connections (As applicable).

Response 5) *These items will be provided at a later date. FDOT is not applicable to this application.*

Comment 6) Show how roof drainage is collected.

Response 6) *A note has been added to the Drainage Plan stating "Roof drainage connections to the underground stormwater drainage system will be shown on the construction plans when the building tie-in locations are designed."*

Comment 7) Provide a complete Water and Sewer – Utility Plan, indicating all water and sewer appurtenances including but not limited to point of connection to the existing system, cleanout, water meter, check valve, etc. including any existing water main, force mains, gravity mains, etc. (Show all material & pipe sizes on the plan). Water meters, Back flow preventers, RPZ, DDCV, etc. pending to be identified.

Response 7) *These items will be provided on the Construction Plans at a later date.*

Comment 8) Provide a complete Pavement, Marking and Signage Plan with details.

Response 8) *These items will be provided on the Construction Plans at a later date.*

Comment 9) In signage and marking plan –Site Plan-. Identify dimensions of Proposed Monument signs.

Response 9) *These items will be provided on the Construction Plans at a later date.*

Comment 10) In Signage and marking plan-Site Plan-, include the radii.

Response 10) *The radii are already indicated on Sheet C-400.*

Comment 11) Provide copy of approved Traffic Study.

Response 11) *The traffic statement was included in the original submittal and a copy is attached to this resubmittal. A copy was also provided in the DRC meeting on 12/18/18.*

Comment 12) Provide an Erosion and Sediment Control Plan shall be reviewed for the drainage impacts to adjacent properties, surrounding ROW, storm-water facilities, and neighboring water bodies.

Response 12) *The Dania Pointe Phase II Erosion and Sediment Control Plans are included, and further information will be provided on the Construction Plans at a later date.*

Comment 13) Provide silt fence applications, protection around inlets or similar structures, barrier for fill slope, barrier for paved and unpaved ditches details (As applicable).

Response 13) *These items will be provided on the Construction Plans at a later date.*

Comment 14) Contractor shall provide, before issuance of C.O., to the EOR and City of Dania Beach a CD with hard copies of "As-Built" drawings of the project giving all civil work information but not limited to horizontal and vertical elevations, dimensions, grading of paving and drainage, water, and sewer connections, etc. signed and sealed by a certified registered surveyor.

Response 14) *Acknowledged.*

Landscape Plan Review

Comment 1) Per Sec. 275-80:
G) Provide a landscape calculations table that indicates required quantities and provided quantities for each separate code requirement. Include the code section for each category.
H) Plant material listed according to corresponding code requirement, gross and net acreage, and square footage of vehicular use areas; and
M) Provide an irrigation plan that addresses the details outlined in the Code.

Response 1) *In accordance with the DDGs, the required calculations to show compliance are: buffers (Sec 8 (1) and (2)), street trees (Sec 8 (5)), and vehicular use area landscaping (Sec 8 (6)3.). These calculations have been added to the code compliance chart on the Landscape Plan. Irrigation design will be provided on the Construction Plans in accordance with Sec 8 (4)6. and this is verified within Note 8 on the Landscape Plan.*

Comment 2) Provide the number of shade, intermediate, small, and palm trees in each of the four categories per Sec. 275-190. Sec. 275-190(D) requires a minimum percentage of total trees whereas Sec. 275-190(E-G) requires a maximum percentage of total trees/palms.

Response 2) *Number of trees and respective percentage are not required to be broken into four categories for verification of compliance with the DDGs, and quantities are provided within the Plant Schedule.*

Comment 3) Specifications for proposed tree diameters are listed in caliper. Provide the diameter specification in diameter at breast height (DBH) to show Sec. 275-190 minimum DBH requirements are being met for each respective tree category for consistency with the City's code.

Response 3) *Listing of tree diameters in caliper is acceptable per discussion during DRC meeting on 12/18/18 for consistency with DDGs.*

Comment 4) It appears there are several electrical equipment structures along the north and south perimeters of the site. Please provide screening for these structures per Sec. 275-170(B).

Response 4) *Yes, screening plantings have been added for this equipment on the Landscape Plan.*

Comment 5) Note that Green Island Ficus and Malayan Coconut Palms are category 1 & 2 invasive species (respectively) on the most recent (2017) FLEPPC list. Per Sec. 275-190(I)(9) of the Dania Beach Code of Ordinances and Sec (8)(8)1. of the Dania Pointe Development Design Guidelines and Development Standards, all plants identified as category 1 and 2 invasive species under Sec. 825-50 are prohibited.

Response 5) *Green Island Ficus was replaced with Red Trip Cocoplum per DRC suggestion, and Malayan Coconut Palm was replaced with a variety of other non-invasive palms on the Plant Schedule.*

Comment 6) Ensure minimum spacing requirements for all trees and palms per Sec. 275-190(H) are met. Provide notes or dimensions where applicable.

Response 6) *Dimensions have been added to the Landscape Plan along Bryan Road between trees to ensure compliance with buffer tree spacing requirements.*

Comment 7) Provide the total VUA (in square feet), VUA dedicated to landscaping (in square feet), and the percentage of the VUA dedicated to landscaping per Sec. 275-100(B).

Response 7) *VUA landscaping is now provided within the code compliance chart on the Landscape Plan.*

Comment 8) Include the City of Dania Beach standard landscape notes (attached) on the next submitted plan.

Response 8) *The applicable notes have been added to the Planting Notes on the Landscape Plan.*

Site Plan Comments
Corrinne Lajoie

Comment 1) Incomplete information was provided. Further review and comment will be conducted by staff after additional information is provided by the applicant. See comments below.

Response 1) *Acknowledged.*

Comment 2) APPLICATION: Per LDC, Section 635-50, Site Plan submittal must provide the following information that is missing with this submittal.

- (N) Photometric Plan.
- (S) Location, character, size, height and orientation of proposed signs, including building signage details shown on plan elevations and method of illumination.
- (AA) Phasing plan, if applicable, with beginning and ending dates of construction of the entire project and beginning and ending dates for all phases of the project.

Response 2) *(N) The Photometric Plan attached herein provides the requested lighting levels between the parking garage and the right of way.*
(S) Monument signage: No additional monument sign is being

requested along Bryan Road. The Applicant will provide tenant panels on the Kimco project signs on Bryan Road as per the attached. Building Signage: The building wall sign length was reduced to 37'-6" x 8' to 300 SF. Directional signage: Wayfinding signage is re-labeled as directional signage. The directional signage is over 100' (106' and 114') from the right of way and is not regulated. (AA) Phasing dates: Phasing dates have been added to Note 5 on Sheet C-400.

Comment 3) SIGNS:

- Wall Sign – DDG Section 9(6)(a) maximum wall sign area = 300sf; 320sf proposed. Identify number and location to confirm compliance with DDG and LDC. Revise accordingly or request a variance.
- Monument Sign – provide dimensions, number proposed and proposed location to confirm compliance with DDG and LDC.
- Wayfinding Sign – Confirm “Wayfinding” is the same as “Vehicular Directional Signage”, as the DDG does not identify “Wayfinding” signage. Provide dimensions, number proposed and proposed location to confirm compliance with DDG and LDC.

Response 3) *Please see Response 2 above.*

Comment 4) USE: In “Development Breakdown” on Sheet C-400 identify ALLOWED/REMAINING for Block VII as well.

Response 4) *The Block Summary chart has been added to Sheet C-400.*

Comment 5) Provide minimum bicycle parking requirements identified in Section 265-51. Sheet C-400 identifies only outside bike parking. Identify TOTAL bike parking provided inside garage and outside. NO more than 3% of total required automobile space is needed.

Response 5) *Bicycle parking has been updated on Sheet C-400.*

Comment 6) ROOFTOP MECHANICAL EQUIPMENT: Per DDG, Section (G)(1) must screen mechanical equipment from view. Provide detail to confirm compliance.

Comment 6) *Screen wall for rooftop mechanical equipment has been added to the*

building elevations.

Comment 7) RAC TRAFFIC IMPACT MITIGATION: Per Traffic Statement by Kimley-Horn dated November 14, 2018, 586 PM peak hour trips will be generated. Therefore the RAC Traffic Impact Mitigation fee due at time of permit will be \$12,458.36 (586 X 21.26).

Response 7) Acknowledged.

Comment 8) Must provide latest revised set of plans on disk prior to going to public hearing.

Response 8) Acknowledged.

Comment 9) The applicant is encouraged to contact neighbors adjacent to, as well as condominiums and neighborhood associations to advise of this property. Please provide acknowledgement and/or documentation of any public outreach.

Response 9) Acknowledged, the property owners have been notified of a neighborhood meeting on January 24th 2019. Please see correspondence included with this submittal.

Comment 10) For any building 5-stories or greater, provide a shadow study identifying how adjacent properties will be affected.

Response 10) Please see attached shadow studies for four seasons, morning, mid-day, and afternoon.

Comment 11) Applicant must obtain a statement from the City Engineer saying that the traffic study/statement submitted by the applicant is complete and accepted prior to public hearing.

Response 11) The email requesting approval is attached.

Comment 12) Applicant must obtain statement from Ronnie Navarro, City Engineer, stating that adequate water supply exists for this project.

Response 12) The email requesting approval is attached.

Comment 13) Please e-mail resolution and legal description, prepared by an attorney, for development approval in word format to cchurch@daniabeachfl.gov four (4) weeks prior to public hearing.

Response 13) Acknowledged.

Comment 14) Applicant must provide statement from the City's Code Compliance Department that there are not outstanding Code Violations or Liens on the property prior to the item being scheduled for a public hearing. Per Section 680-40, any property with outstanding Code Violations or Liens shall not be schedule for public hearing.

Response 14) A request for this information has been sent, see attached.

Comment 15) Per O-2017-022, for properties over an acre in size, the applicant must obtain and post property signs in accordance with the NEW City requirements. Please see the end of this document for guidelines.

Response 15) Acknowledged.

Comment 16) Per O-2017-027, commercial properties under construction are required to provide security to fencing with screening showing project rendering when adjacent to ROW. Provide screen detail with next submittal.

Response 16) Acknowledged. Please see attached construction fence graphic which also includes the City's logo.

Comment 17) The 11" X 17" "Open Space Conceptual Plan" provided is missing numbers, and the key does not match the illustration. Please revise and resubmit for review.

Response 17) This document has been removed from the submittal.

Comment 18) BUILDING SETBACK:

- Sheet C-400 drawing identifies building setback "U" as 25', data table identifies setback from Bryan Road as 31.08'. Clarify.
- Sheet C-400 drawing identifies landscape buffer along Bryan Road as "E" = 30. Landscape buffer cannot be greater than building

- setback. Clarify.
- Revise building setback Data Table.
- Setbacks should read as follows (revise Sheet C-400 according):

	REQUIRED	PROVIDED
Bryan Road	30' {per DDG (B)(2)}	31.21'
Front (Compass Way)	N/A	26.76'
West		
Front (Radiant Dr.)	N/A	25.9'
South		
Rear (N. Mariner)	N/A	15.43'
North		

Response 18) *The minimum building setback along Bryan Road is 25' and 31.21' is provided. The minimum landscape buffer is 30' and 31.21' is provided. This has been updated in the chart on Sheet C-400.*

Comment 19) Provide fountain detail.

Response 19) *This has been removed from the package.*

Comment 20) Sheet C-400, add a note addressing DDG, Section 4 (3) maximum lot coverage = 75%.

Response 20) *The lot coverage for the proposed office parcel is 72.94% and has been updated on the Sheet C-400 chart. Lot coverage is on an overall Dania Pointe basis.*

Comment 21) All parking garage drawings should have the same number of parking spaces. Currently 3 different Phase 1 parking garage drawings show 3 different number of parking spaces. Revise accordingly.

Response 21) *The parking garage plans have been updated.*

Comment 22) Phase 1 parking garage drawings showing floor 1 and floors 2-7 show a total of 832 parking spaced. Sheet C-400 identified 858 parking spaced provided for Phase 1. Revise accordingly.

Response 22) *The parking garage plans have been updated.*

Comment 23) Identify number of parking spaces provided on each level of parking garage, for each phase, so staff can confirm parking count meets DDG

requirements.

Response 23) *The parking garage plans have been updated.*

CRA Comments

Comment 1) The applicant should provide the anticipated number of jobs associated with the development.

Response 1) *The project is estimated to create approximately 1,500 direct and indirect jobs during construction and approximately 2,000 jobs upon completion.*

Comment 2) The applicant should provide the estimated tax base of the development prior to and after construction.

Response 2) *The project is expected to add approximately \$75,000,000 value to the tax base of the City.*

Should you have any additional questions please do not hesitate to contact me at 772-794-4100.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Melibe S. Thomas, P.E.
Vice President

K:\VRB_LDEV\147337007_Dania Boomers\WP\Corresp\CITY OF DANIA BEACH\Site Plan Office Comments\SP Office 1st Review Response Letter 2018-12-21.docx

CERTIFICATION LETTER

City of Dania Beach

Date: December 21, 2018

Applicant: Greenspoon Marder LLP for Integra Real Estate, LLC

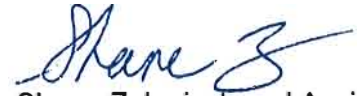
Subject Property: Please see the attached notice

General Location: Property located at the northeast quadrant of the I-95/Stirling Road intersection

Type of Application: SP-80-18 – Dania Pointe Phase II Office

This letter certifies that the attached notice was mailed to the attached list of property owners on December 20, 2018. This reflects the records on file in the Broward County Property Appraiser's office as of December 20, 2018.

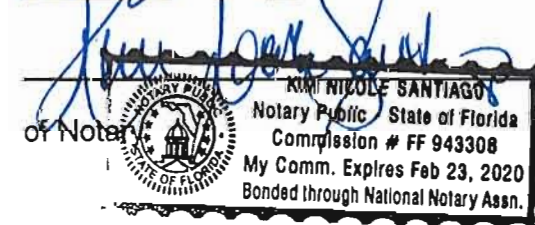
Sincerely,



Shane Zalonis, Legal Assistant

Sworn and subscribed before me this 21 day of

December 2018.



Signature

YOU'RE INVITED TO A NEIGHBORHOOD MEETING

Thursday, January 24, 2019 – 7:00 pm
Hilton Garden Inn Ft. Lauderdale Airport-Cruise Port
180 SW 18th Ave., Dania Beach, FL 33004

December 20, 2018

RE: Property located at the northeast quadrant of the I-95/Stirling Road intersection

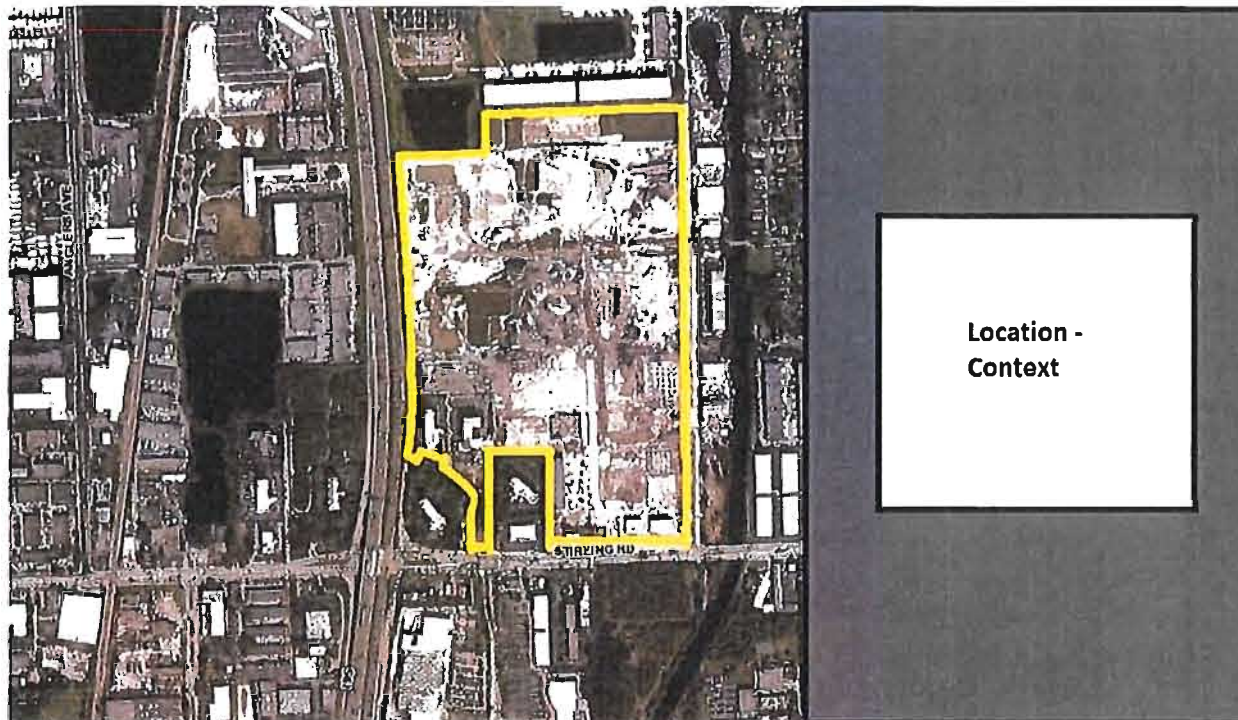
Dear Neighbor:

You are invited to attend a Neighborhood Meeting regarding a proposed development on the property at the northeast quadrant of the I-95/Stirling Road Intersection, which is currently being processed at the City of Dania Beach.

If you would like more information about this meeting, please feel free to contact:

Jordanna Ishmael
jordanna.ishmael@gmlaw.com
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
(954) 527-2487

We hope to see you there!



List of property owners noticed on December 20, 2018

- 1481 W Dania Beach Blvd., Dania Beach, FL 33004
 - Folio #: 504233130040
 - George E Funchess & Mable Funchess
- 1441 W Dania Beach Blvd, Dania Beach, FL 33004
 - Folio #: 504233130010
 - Jacqueline Suzan Stewart
- 31 NW 14th Ct
 - Folio #: 504233130130
 - Christine Taylor
- 15 NW 14th Ct
 - Folio #: 504233130120
 - Dwayne L Funchess
- 25 NW 14th Ct
 - Folio #: 504233130110
 - Ruth Lee Grace; Willie James Funchess
- 42 NW 14 Ct
 - Folio #: 504233130100
 - Tommy L Jones & Elroy Jones
- 46 NW 14 Ct
 - Folio #: 504233130090
 - Daniel Roberto Gutierrez
- 23 NW 14 Ct
 - Folio #: 504233130070
 - Arthur E Wilson

- 1407 NW 1st St
 - Folio #: 504233130060
 - Frances Tyrone A Aikens
- 112 NW 14 Way
 - Folio #: 504233110080
 - Lee Vickers
- 101 NW 14 Way
 - Folio #: 504233120020
 - Lynn M Damiano
- 105 NW 14 Way
 - Folio #: 504233120010
 - Dania- 14th Way Series Embark Properties LLC
- 109 NW 14 Way
 - Folio #: 504233120060
 - Waldo Morales
- 123 NW 14 Way
 - Folio #: 504233120070
 - Joni Schank
- 129 NW 14 Way
 - Folio #: 504233120080
 - Michael Lapenna
- 136 NW 14 Way
 - Folio #: 504233120090
 - Elana Oami
- 141 NW 14 Way

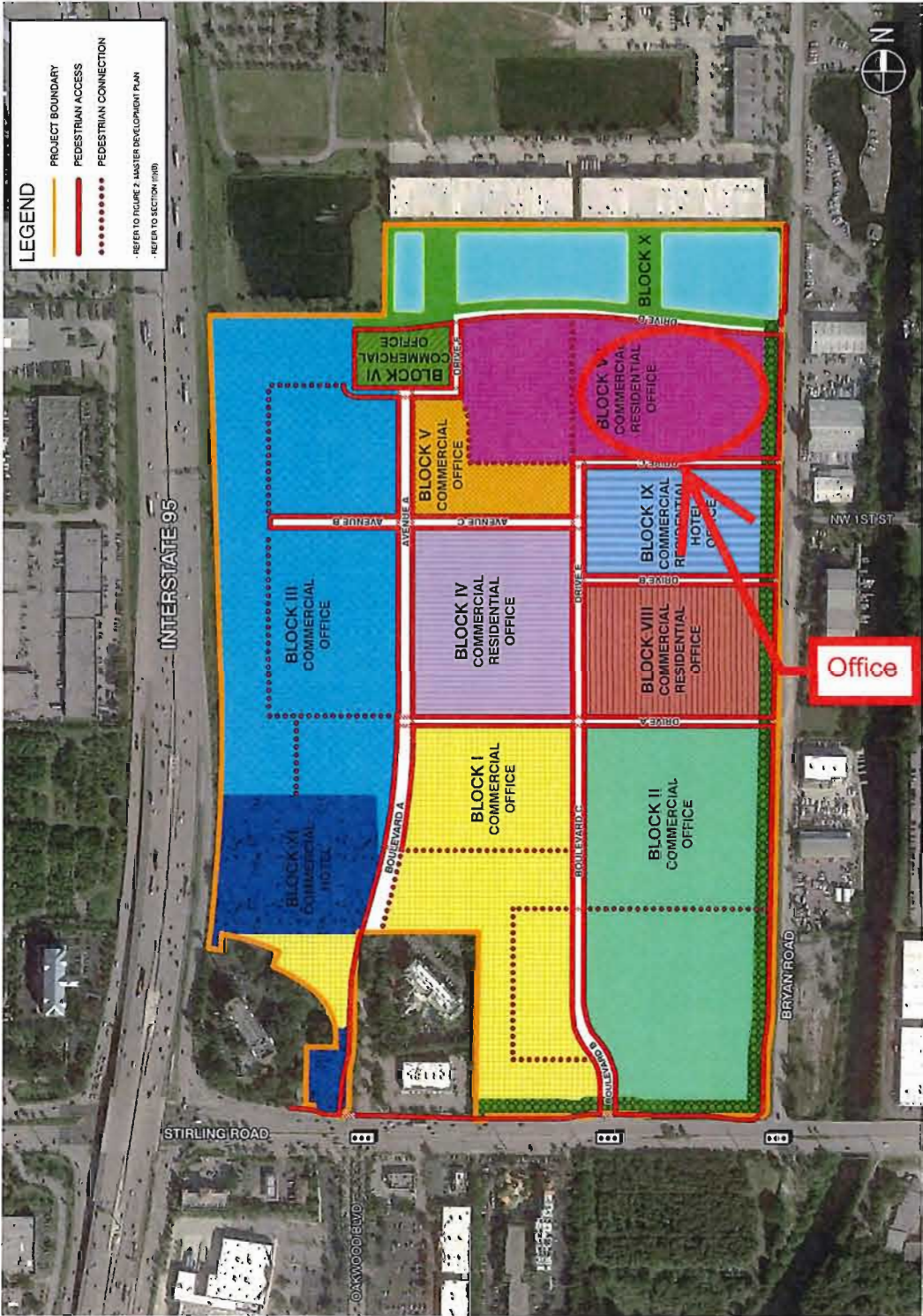
- Folio #: 504233120100
 - Wanda B Dean
- 142 NW 14 Way:
 - Folio #: 504233120100
 - Wanda B Dean
- 153 NW 14 Way
 - Folio #: 504233120120
 - Leslie Brown; Grace Weinstein
- 139 NW 14 Way
 - Folio #: 504233120190
 - Ethel Ward
- 148 NW 14 Way
 - Folio #: 504233120200
 - Osdami LLC
- 154 NW 14 Way
 - Folio #: 504233120210
 - Hilda Besner
- 160 NW 14 Way
 - Folio #: 504233120220
 - Bertie L Stokes
- 1495 NW 2 St
 - Maria Lucia Gomes, Mariano Ernani
- 195 NW 14 Way
 - Folio #: 504233120150
 - Fidelity Xpress Investment Group LLC

- 1461 W Dania Beach Blvd
 - Folio #: 504233130020
 - 7418 Tamarac Inc.

C – DANIA POINTE MASTER BICYCLE CONNECTIVITY PLAN

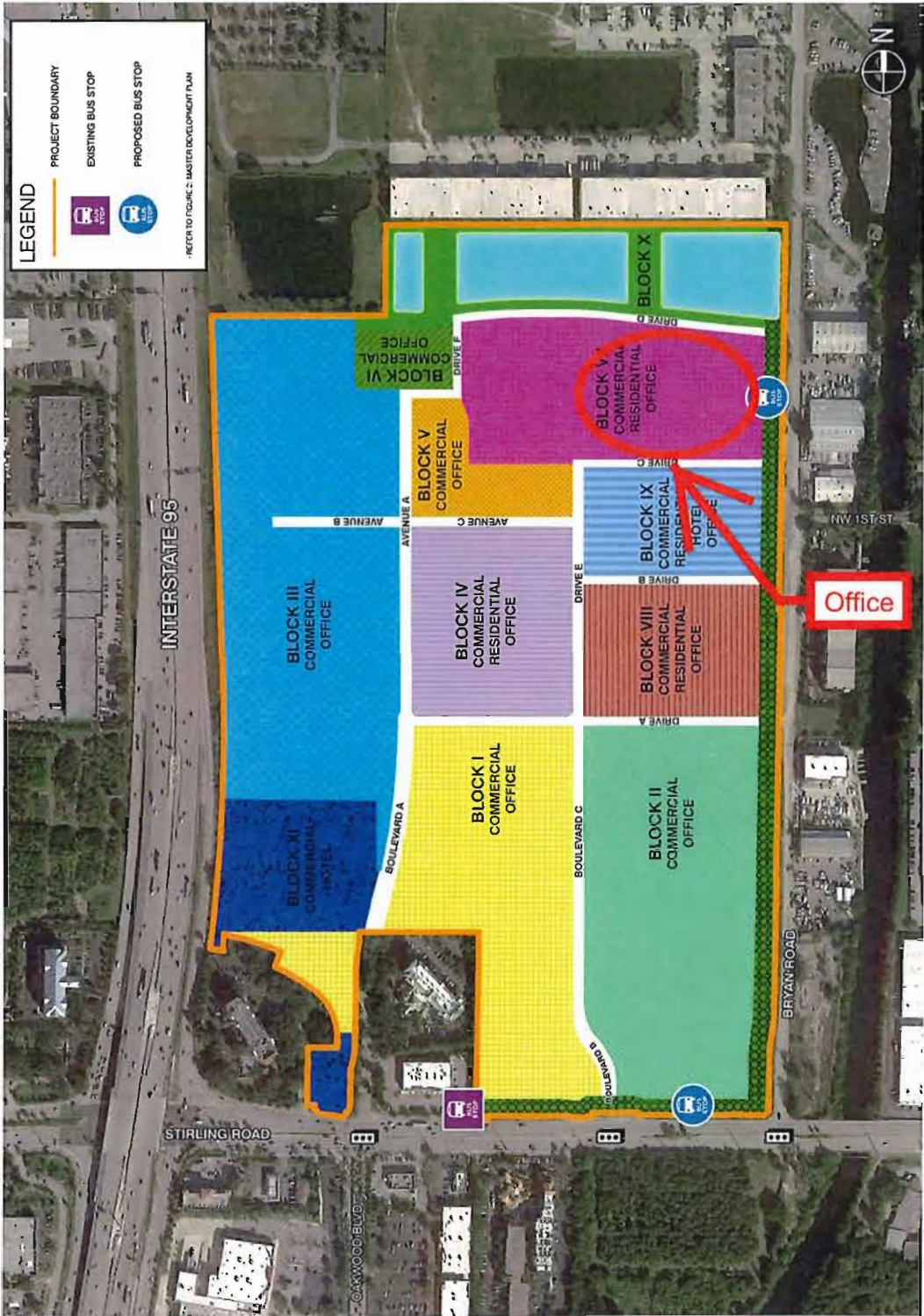


B – DANIA POINTE MASTER PEDESTRIAN CONNECTIVITY PLAN



RECEIVED
JAN 20 2013
Planning
Department







November 14, 2018

Ronnie Navarro, P.E.
Deputy Director / City Engineer
City of Dania Beach
100 W. Dania Beach Blvd
Dania Beach, FL 33004
954-924-6808

**RE: Dania Pointe Office Phase 1 and 2
Drainage Statement**

Dear Mr. Navarro,

The proposed project consists of the development of an office complex consisting of two office buildings and two parking garages within Phase II of the Dania Pointe Project. The office complex is located in the northeast corner of the Dania Pointe development, just west of Bryan Road, between N. Mariner Street and Radiant Drive. The overall project has received a Conceptual Drainage Permit and Phase I Construction Surface Water Management License No. SWM2016-059-0, issued on August 8, 2016 and updated on June 20, 2017. The conceptual Drainage Permit was modified to include full buildout of Phase II and Phase II Construction Surface Water Management License No SWM2016-059-3 was issued on June 1, 2018. The proposed office complex within this application to the City of Dania Beach is consistent with the Conceptual ERP and the Phase II Construction Surface Water Management License. The office complex is within drainage sub-basin "Area 1" of the drainage report.

As approved under License Numbers SWM2016-059-0 and SWM2016-059-3, the overall proposed stormwater management system, including the office parcel, meets the following conditions:

- Provides 0.5" dry pretreatment volume for the 109.01 acre overall Dania Pointe basin area.
- Provides 2.5" water quality treatment volume for the impervious area.
- Maintains predevelopment discharge during the 25 year 72 hour storm event. (Assumed at zero discharge).
- Regulates the 100 year 72 hour peak stage to less than, or equal to, the Broward County Flood Map elevation of 5.5' NAVD.
- Finished Floor Elevations are a minimum of 1' above the FEMA 100 year elevation.

Water quality treatment has been provided for the entire 109.01 acre project area in exfiltration trenches and the dry pond located towards the north end of the overall site. As shown on the construction plans for Dania Pointe, primary stormwater conveyance "trunk" lines are located throughout the overall project site to convey treated water from the dry pond and exfiltration trench to the drainage wells. No inlets are directly connected to the primary trunk lines. The roof drains for the office as well as the other buildings within Dania Pointe will connect directly to the primary trunk lines. Other than the roof drains directly connected to the trunk lines, all water entering the trunk lines will be treated by the exfiltration trench or dry pond prior to entering the trunk lines. The parking areas





within the office shall sheet flow to a series of inlets which will be treated via exfiltration trench or the dry retention pond to achieve water quality treatment before discharging into drainage wells or the wet retention area.

Water quantity for the proposed improvements has been provided to meet Broward County and City of Dania Beach regulatory criteria. Attenuation for the overall development has been provided through the use of exfiltration trench, the dry retention area, wet detention area, surface storage within the parking areas and infiltration through the drainage wells. The Interconnected Channel and Pond Routing Model (ICPR) computer program was used to model the post-development maximum stage within the project.

The overall stormwater system has been analyzed for the 5 year 1 hour, 5 year 24 hour, 10 year 24 hour, 25 year 72 hour, 100 year 72 hour rainfall events. The individual analyses with required rainfall amounts and durations are given in the ICPR models. The SFWMD72 and SCSII rainfall files were utilized to create the basin hydrograph. Rainfall intensities are summarized as follows:

Rainfall Intensity Summary

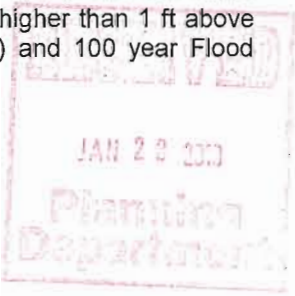
Storm Event	Rainfall (in)
5 year 1 hour	3.2
5 year 24 hour	7.3
10 year 24 hour	8.5
25 year 72 hour	14.5
100 year 72 hour	17.0

Using the storm events noted above, the overall system was analyzed to determine the maximum stage of the post-development condition within the Dania Pointe overall project area. The results of this analysis are summarized in the table below.

Storm Event	Peak Stage – Phase II Mall Area	
	Post (ft, NAVD)	Design elevation (ft, NAVD)
5 year 1 hour	1.46	Minimum Inlet Elevation
5 year 24 hour	3.47	
10 year 24 hour	3.87	
25 year 72 hour	5.25	Min. Perimeter Berm Elevation
100 year 72 hour	5.42	Mall Area: 5.5ft NAVD (100 year flood map)

Finished Floor Elevation

As identified in the overall drainage report, FEMA Letter of Map Revision Case No.: 16-04-1347P identifies that effective on September 14, 2016, the BFE was lowered to 4 ft NAVD across the entire site. Therefore, the proposed office finish floor elevation of 6 ft NAVD will be higher than 1 ft above the FEMA BFE, and above the Broward County FEMA Flood Zones (1997) and 100 year Flood Elevations map (5.5 ft NAVD).





Summary

The proposed Office Complex proposed within this application is consistent with the data used in the Conceptual ERP Drainage Report and the Phase II Construction Surface Water Management License. Furthermore, the information provided on the Site Plan, Drainage Plan and Paving and Grading Plans is consistent with the Conceptual ERP Drainage Report and the Phase II Construction Surface Water Management License and the information provided within this drainage statement.

Should you have any questions or require additional information, please contact me at (772) 794-4035.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

Kevin M. Roberson, P.E.
Vice President





BROWARD SHERIFF'S OFFICE
DEPARTMENT OF FIRE RESCUE AND EMERGENCY SERVICES
FIRE MARSHAL'S BUREAU
DANIA BEACH DISTRICT
103 West Dania Beach Boulevard
Dania Beach, FL 33004
Phone: (954) 342-4262
Fax: (954) 342-4265



Sheriff Scott Israel

APPLICATION FOR APPROVAL OF THE FIRE PROTECTION WATER SUPPLY DESIGN

Date of Application: November 15, 2018

Site Plan Application #: _____

Name of Project/Development: Dania Pointe - Office

Address of Project/Development: NW Corner of Stirling Road and Bryan Road

Owner/Agent: Victor Ballestas

Design Professional of Record: Kevin M. Roberson, P.E.

Water Purveyor: City of Dania Beach

Water Purveyor Address: 100 W. Dania Beach Blvd., Dania Beach, FL 33004

In order for the Broward Sheriff's Office, Department of Fire Rescue, Fire Marshal's Bureau to provide an approval letter for the adequacy of the fire protection water supply design for the above referenced project, the following information must be provided:

Affirmation of Compliance with Fire Protection Water Supply Design Requirements:

1. The Type of Construction" is IIA in accordance with NFPA 220.
2. The total fire protection water supply needed for manual firefighting (fire flow) and fire sprinkler/standpipe operations is 3,000 gallons per minute. (In compliance with water supply requirements for manual firefighting operations in accordance NFPA 1 (2012 Ed.), Chapter 18, Section 18.4 and the Broward County Land Development Code; and the water supply necessary for fire sprinkler and standpipe operations in accordance with the currently adopted editions of NFPA 13 and NFPA 14).
3. **Statement of verification from the design professional of record, on official company letterhead, that the proposed water main sizing, fire hydrant spacing, and fire hydrant locations, are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code. (Attach signed and sealed document).**

This will affirm that the above stated information and attached statement of verification for this project/development is accurate and can be relied on for the requested approval letter to the applicable water purveyor.

Signature - Owner/Agent/Occupant:

Date

Signature - Design Professional of Record

Date





November 15, 2018

Sean Brown
Battalion Chief
Broward County Sheriff's Office
Department of Fire Rescue & Emergency Services
Fire Marshal's Office
Dania Beach District
103 West Dania Beach Blvd.
Dania Beach, Florida 33004

RE: Dania Pointe – Office Fire System

Dear Mr. Brown:

This letter is to identify that the proposed watermain sizing, fire hydrant spacing, and fire hydrant locations for the Office portion of the Dania Pointe Phase II project are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code.

Please contact me at (772) 794-4035 or Kevin.Roberson@kimley-horn.com should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kevin M. Roberson'.

Kevin M. Roberson, P.E.
Vice President



[illegible]

1. Fire Flow Calculations per NFPA 1 Section 18.4.5.3 Buildings Other Than One and Two-Family Dwellings - 2018 Edition.
2. Maximum Fire Hydrant Fire Flow Capacity from Table 18.5.4.3. All hydrants assumed to be within 250ft of the buildings.
3. Required fire flow shall be reduced by 75 percent when the building is protected throughout by an approved automatic sprinkler system (NFPA 18.4.5.3.2).
4. Minimum required flow shall not be less than 1,000 gpm or greater than 2,000 gpm for 2 hours for buildings protected throughout by an approved automatic sprinkler system (NFPA 18.4.5.3.2 & NFPA 18.4.5.3.4).
5. Florida Building Code (FBC) Building Type VB is equivalent to NFPA Building Type V(000).
6. Florida Building Code (FBC) Building Type IIB is equivalent to NFPA Building Type II(000).
7. All buildings to be protected throughout by an approved automatic sprinkler system.
8. Required fire flow for open parking structures are not protected throughout by an approved automatic sprinkler system shall be reduced by 75 percent where all of the following conditions are met: (1) The structure complies with the building code. (2) The structure is of Type I or Type II construction. (3) The structure is provided with a Class I standpipe system in accordance with NFPA 14. Class I standpipe systems of the manual dry type shall be permitted (4) The resulting fire flow is not less than 1,000 gpm.





November 14, 2018

Ronnie S. Navarro, P.E.
City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004

RE: **Dania Pointe – Apartment Transportation Mitigation Impact Fee Calculation**
Dania Beach, Florida
Kimley-Horn # 147659000

Dear Mr. Navarro:

The following is a summary of the City of Dania’s transportation mitigation impact fees associated with the office component of the future Dania Pointe development. This phase of the development will consist of 452,763 SF of office uses.

Broward County’s adopted PM peak hour trip rates were used to calculate the peak hour trips generated by the proposed office uses. The City’s currently adopted Impact Fee Schedule indicates that the current traffic mitigation fee for properties within the City’s Regional Activity Center (RAC) is \$21.26 per PM peak hour trip. Therefore, to calculate the Traffic Mitigation Impact Fee owed to the City, the number of PM peak hour trips was multiplied by the cost per PM peak hour trip. Table 1 summarizes this calculation for the proposed apartments.

Table 1
Dania Pointe – Apartment Transportation Mitigation Impact Fees

Land Use	Intensity	PM Peak Hour Trip Generation Rate	PM Peak Hour Trips	Cost Per Trip	Impact Fee
Office	452,763 SF	T =1.12(X)+78.81	586 trips	\$21.26 / trip	\$12,458.36

Summary

As determined herein, the City’s Traffic Mitigation Impact Fee associated with the proposed apartment component of the Dania Pointe site is \$12,564.66. Please contact me via telephone at (561) 840-0852 or via e-mail at stephanie.kinlen@kimley-horn.com should you have any questions regarding this determination.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.


Stephanie Kinlen, P.E.
Transportation Engineer

k:\wpb_tpto\1475\147507000 dania pointe\2017-11-6-dania-apartment-impact-fees.docx





November 14, 2018

Ronnie S. Navarro, P.E.
City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004

RE: **Dania Pointe – Office Traffic Generation Statement**
Dania Beach, Florida
Kimley-Horn # 147659000

Dear Mr. Navarro:

The following trip generation calculations have been undertaken to evaluate the number of trips being generated by the currently proposed incremental phases of development in comparison to the overall thresholds defined on the currently pending Plat Note amendment for the Dania Pointe site. The overall site is located on the north side of Stirling Road between I-95 and Bryan Road and has received master plan approval for a mix of commercial, office, hotel, and residential uses. Table 1 below provides a summary of the total master plan entitlements defined on the currently pending Plat Note amendment, previously approved incremental development, currently proposed development as a part of this application, and remaining entitlements.

Table 1
Dania Pointe – Entitlement Summary

Use	Master Site Entitlements (Plat Note)	Previously Approved Phases of Development	Currently Proposed Incremental Development	Remaining Entitlements
Retail	937,260 SF	801,874 SF	--	135,386 SF
General Office	506,000 SF	--	460,000 SF--	46,000 SF
Hotel	350 Rooms	350 Rooms	--	0 Rooms
Residential	1,000 Units	264 Units-	--	736 Units
Drive-In Bank	7,000 SF	--	--	7,000 SF

Trip Generation Determination

A trip generation determination was prepared to determine the total new external trips generated by the development that has been proposed to date on site, including the current application for 460,000 SF of office uses. A summary has also been prepared to compare this volume of trips to the total approved trip generation potential of the overall site mater plan and the number of trips remaining to be built. Table 2 provides this summary. Tables 3A and 3B attached to this letter provide detailed trip generation calculations.

Table 2
Dania Pointe – Trip Generation Summary

Scenario	AM Peak Hour			PM Peak Hour		
	Total	In	Out	Total	In	Out
Approved Site Plan Trips	1,635	1,031	604	2,420	1,031	1,389
Proposed To Date Trips	1,189	885	304	2,172	868	1,304
Remaining Trips	446	146	300	248	163	85

As shown, the site has entitlements remaining to generate a total of 446 total AM peak hour trips and 248 total PM peak hour trips following development of the currently proposed office uses.

Conclusion

As determined herein, the Dania Pointe site has entitlements remaining to generate a total of 446 total AM peak hour trips and 248 total PM peak hour trips following development of the currently proposed office uses as part of this application.

Please contact me via telephone at (561) 840-0852 or via e-mail at stephanie.kinlen@kimley-horn.com should you have any questions regarding this evaluation.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Attachments

TABLE 3A
TRIP GENERATION VERSION 7
Peak Trip Gen

ITE TRIP GENERATION CHARACTERISTICS										No Internal Capture: (Mark with X if appropriate)										Adjacent Street Traffic:									
Land Use		ITE Edition	ITE Code	Scale	ITE Units	DIRECTIONAL DISTRIBUTION				GROSS VOLUMES				INTERNAL CAPTURE				EXTERNAL TRIPS				PASS-BY CAPTURE				NET NEW EXTERNAL TRIPS			
						Manual In	Manual Out	In Percent	Out Percent	In	Out	Total	Manual Percent	Calc. Percent	IC Code	IC In	IC Out	IC Total	In	Out	Total	Manual Percent	Calc. Percent	PIB Trips	In	Out	Total		
1	Shopping Center	9	820	801,874	ksf			62%	38%	344	211	555	10.5%	10.5%		29	29	58	315	182	497	34.0%	34.0%	168	231	98	329		
2	General Office Building	9	710	460	ksf			88%	12%	571	78	649	10.8%	10.8%		35	35	70	536	43	579	0.0%	0.0%	0	536	43	579		
3	Apartments	9	220	264	du			20%	80%	27	106	133	3.0%	3.0%		2	2	4	25	104	129	0.0%	0.0%	0	25	104	129		
4	Hotel	9	310	350	room			59%	41%	110	76	186	18.3%	18.3%		17	17	34	93	59	152	0.0%	0.0%	0	93	59	152		
5																													
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Note: Unconstrained Internal Capture Method (ITE Handbook)										Total:																			
										1052	471	1,523				83	83	166	969	388	1,357				12.4%	168	885	304	1,189

ITE TRIP GENERATION CHARACTERISTICS										No Internal Capture: (Mark with X if appropriate)										Adjacent Street Traffic:									
Land Use		ITE Edition	ITE Code	Scale	ITE Units	DIRECTIONAL DISTRIBUTION				GROSS VOLUMES				INTERNAL CAPTURE				EXTERNAL TRIPS				PASS-BY CAPTURE				NET NEW EXTERNAL TRIPS			
						Manual In	Manual Out	In Percent	Out Percent	In	Out	Total	Manual Percent	Calc Percent	IC Code	IC In	IC Out	IC Total	In	Out	Total	Manual Percent	Calc Percent	PA Trips	In	Out	Total		
1	Shopping Center	9	820	801,874	ksf			48%	52%	1160	1257	2,417	9.3%	9.3%		112	112	224	1,048	1,145	2,193	34.0%	34.0%	746	675	772	1,447		
2	General Office Building	9	710	460	ksf			17%	83%	101	493	594	20.9%	20.9%		62	62	124	39	431	470	0.0%	0.0%	0	39	431	470		
3	Apartment	9	220	264	du			65%	35%	106	57	163	49.7%	49.7%		41	41	82	65	16	81	0.0%	0.0%	0	65	16	81		
4	Hotel	9	310	350	room			51%	49%	107	103	210	17.1%	17.1%		18	18	36	89	85	174	0.0%	0.0%	0	89	85	174		
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R																													
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7																													
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P																													
10																													
11																													
12																													
13																													
14																													
15										1474	1910	3,384				233	233	466	1,241	1,677	2,918		25.6%	746	868	1,304	2,172		
Note: Unconstrained Internal Capture Method (ITE Handbook)										Total:																			



TABLE 3B
TRIP GENERATION VERSION 7
Peak Trip Gen

ITE TRIP GENERATION CHARACTERISTICS										No Internal Capture: (Mark with X if appropriate)										Adjacent Street Traffic:									
Land Use		ITE Edition	ITE Code	Scale	Units	DIRECTIONAL DISTRIBUTION				GROSS VOLUMES				INTERNAL CAPTURE				EXTERNAL TRIPS				PASS-BY CAPTURE				NET NEW EXTERNAL TRIPS			
						Manual In	Manual Out	Percent In	Percent Out	In	Out	Total	Manual Percent	Percent	Calc.	IC Code	IC In	IC Out	IC Total	In	Out	Total	Manual Percent	Percent	Calc.	PB Trips	In	Out	Total
1	Shopping Center		9	820	289,425	kst		62%	38%	185	113	298	13.4%	13.4%	13.4%		20	20	40	165	93	258	34.0%	34.0%	34.0%	88	121	49	170
2																													
3	Apartments		9	220	264	du		20%	80%	27	106	133	2.9%	2.9%	2.9%		2	2	4	25	104	129	0.0%	0.0%	0.0%	0	25	104	129
4	Hotels		9	310	350	room		59%	41%	110	76	186	18.8%	18.8%	18.8%		17	17	34	93	59	152	0.0%	0.0%	0.0%	0	93	59	152
5	Drive-In Bank		9	912	7	kst		57%	43%	48	37	85	17.6%	17.6%	17.6%		7	7	14	41	30	71	47.0%	47.0%	47.0%	34	24	13	37
G																													
R																													
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13																													
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15																													
Note: Unconstrained Internal Capture Method (ITE Handbook) Total:																													
										370	332	702	13.1%				46	46	92	324	286	610			20.0%	122	263	225	488

Note: Unconstrained Internal Capture Method (ITE Handbook) Total:

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Note: Unconstrained Internal Capture Method (ITE Handbook) Total:



TRIP RATES BY LAND USE
EFFECTIVE DECEMBER 8, 2009

Land Use Type (units)	Trip Rate / P.M. Peak Hour
<u>Residential</u> (dwelling units)	
Single Family	1.01
Townhouse	0.66
Garden Apartment	0.60
Mobile Home	0.59
High Rise	0.37
Mid Rise	0.39
Retirement Community	0.24
Hotel	0.70
ALF	0.22
<u>Office, Institutional and Recreational</u> (1,000 sq. ft.)	
Office Less than 100,000 sq. ft.	$\ln(T) = 0.737 \ln(FA) + 1.831$
Office GE 100,000 sq. ft.	$T = 1.12(FA) + 78.81$
Hospital	$T = 0.78(FA) + 186.59$
Bank (Free Standing and/or Drive-thru)	25.82
Church (weekday)	0.55
Community Facility	1.45
Library	7.30
Nursing Home (bed)	0.22
Elementary School (School)	85.00
Secondary School	1.08
Private School (no day care)	0.86
Passive Park (acre)	1.31
Active Park (acre)	3.34
Marina (boat berth)	0.19
Golf Course (acre)	0.30
<u>Industrial</u> (1,000 sq. ft.)	
General Industrial (Permits 30% Office)	0.72
General Industrial (acre)	8.45
Mini-warehouse	0.26
Industrial/Showroom (Permits 30% Comm.)	1.29
Industrial/Office (Permits 50% Office)	1.09
<u>Retail</u> (1,000 sq. ft.)	
Restaurant	9.90
Fast Food Restaurant	19.15 (43% pass-by)
Convenience Store	22.30 (60% pass-by)
Service Station/Conv. Store (Fuel Pos.)	10.07 (26.5% pass-by)
Drug Store	9.73
Day Care	12.46
Auto Dealership	2.59
Health/Fitness Club	3.53
Nursery / Garden Center	3.80
Auto Care Center	3.38
Commercial Recreation (acre)	5.77
Commercial LT 20,000 sq. ft.	10.85
Commercial GE 20,000 sq. ft.	$\ln(T) = 0.66 \ln(FA) + 3.403$

NOTE: For uses not listed above, consult with staff.





AVIATION DEPARTMENT - Fort Lauderdale-Hollywood International Airport
2200 SW 45th Street, Suite 101 • Dania Beach, Florida 33312 • 954-359-6100

October 26, 2017
Marc LaFerrier, AICP
Planning Director
City of Dania Beach
100 West Dania Beach Blvd
Dania Beach, FL 33004

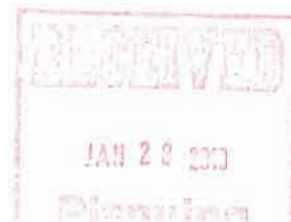
RE: Non-Residential Proposed Development
Dania Pointe Phase II (Office Building 1)
NW Corner of Radiant Drive & N. Compass Way Dania Beach, FL 33004
Broward County Aviation Department (BCAD) Conditional Approval Letter

Dear Mr. LaFerrier:

The Broward County Aviation Department (BCAD) has reviewed the proposed Dania Pointe Phase II Development Project for Office Building 1, located south of Fort Lauderdale-Hollywood International Airport (FLL). Since the proposed project is within 20,000 feet of FLL, its development and operation is subject to Federal Aviation Regulation (FAR) Part 77, Florida Statutes Chapter 333 and/or the Broward County Airport Zoning Ordinance. These standards seek to ensure that any proposed construction, use of high lift equipment, such as cranes, or other potential hazards will not negatively impact the safe and efficient use of the airport and surrounding airspace. Taking into consideration the proximity of this project to FLL, BCAD is providing the following comments regarding the proposed development:

- Based on the location of the proposed project, FAR Part 77, Subpart B and Section 5-182(n)(2) of the Broward County Land Development Code, require the applicant to obtain a "Determination of No Hazard to Air Navigation" from the Federal Aviation Administration (FAA). The receipt of a favorable determination is required for all critical building points and temporary construction cranes and must be received prior to any construction activity. If you have not already done so, please use the following web address to initiate the Federal Review (FAA 7460-1) process:
<https://oeaaa.faa.gov/oeaaa/external/portal.jsp>
- Following the receipt of a favorable FAA determination, the applicant may also need to obtain "airspace obstruction permits" from the Florida Department of Transportation (FDOT). This documentation is necessary to determine if the project will adversely affect public health or safety. If required, these permits must be obtained prior to the commencement of any construction. The following web address can be used to acquire additional information pertaining to the FAA and FDOT airspace obstruction review and permitting process: <http://www.dot.state.fl.us/aviation/obstructions.shtm>

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/www.fl.net



- No building, structure or vegetation on the site may exceed the maximum height of 218 feet (AMSL) as determined by the FAA Determination Letter for Residential Building D (ASN: 2016-ASO-22645-OE) and as shown on Site Plan C-404 (dated 06/02/2016) unless submitted to BCAD for additional review.

- The proposed development must not generate light, glare, smoke or other emissions that could be disorienting to pilots operating in the vicinity of the airfield.

Adherence to these conditions is required for BCAD approval of the proposed Dania Pointe Phase II Development Project for Office Building 1, and it is based on the Site Plan Documents (dated 06/02/2016), prepared by Kimley-Horn and Associates, Inc. If the proposed plans are revised substantially from those submitted for this review, BCAD requests that the revised development plans be submitted for an additional review.

Please do not hesitate to contact me if you have questions or require additional information at 954.359.2291

Sincerely,



William Castillo
BCAD Aviation Planning Manager

cc: Mackenzie, Cerjan (mackenzie.cerjan@kimley-horn.com)
Michael P. Pacitto, P.G., Director Planning and Environmental





AVIATION DEPARTMENT - Fort Lauderdale-Hollywood International Airport
2200 SW 45th Street, Suite 101 • Dania Beach, Florida 33312 • 954-359-6100

October 26, 2017
Marc LaFerrier, AICP
Planning Director
City of Dania Beach
100 West Dania Beach Blvd
Dania Beach, FL 33004

RE: Non-Residential Proposed Development
Dania Pointe Phase II (Office Building 2)
NW Corner of Radiant Drive & N. Compass Way Dania Beach, FL 33004
Broward County Aviation Department (BCAD) Conditional Approval Letter

Dear Mr. LaFerrier:

The Broward County Aviation Department (BCAD) has reviewed the proposed Dania Pointe Phase II Development Project for Office Building 2, located south of Fort Lauderdale-Hollywood International Airport (FLL). Since the proposed project is within 20,000 feet of FLL, its development and operation is subject to Federal Aviation Regulation (FAR) Part 77, Florida Statutes Chapter 333 and/or the Broward County Airport Zoning Ordinance. These standards seek to ensure that any proposed construction, use of high lift equipment, such as cranes, or other potential hazards will not negatively impact the safe and efficient use of the airport and surrounding airspace. Taking into consideration the proximity of this project to FLL, BCAD is providing the following comments regarding the proposed development:

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www.broward.org/www.fll.net



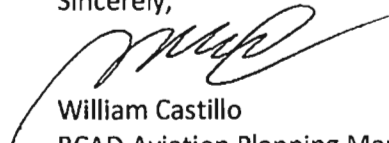
- No building, structure or vegetation on the site may exceed the maximum height of 218 feet (AMSL) as determined by the FAA Determination Letter for Residential Building D (ASN: 2016-ASO-22646-OE) and as shown on Site Plan C-404 (dated 06/02/2016) unless submitted to BCAD for additional review.

- The proposed development must not generate light, glare, smoke or other emissions that could be disorienting to pilots operating in the vicinity of the airfield.

Adherence to these conditions is required for BCAD approval of the proposed Dania Pointe Phase II Development Project for Office Building 2, and it is based on the Site Plan Documents (dated 06/02/2016), prepared by Kimley-Horn and Associates, Inc. If the proposed plans are revised substantially from those submitted for this review, BCAD requests that the revised development plans be submitted for an additional review.

Please do not hesitate to contact me if you have questions or require additional information at 954.359.2291

Sincerely,



William Castillo
BCAD Aviation Planning Manager

cc: Mackenzie, Cerjan (mackenzie.cerjan@kimley-horn.com)
Michael P. Pacitto, P.G., Director Planning and Environmental





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2016-ASO-22645-OE

Issued Date: 10/12/2017

Joseph V. Denis
Dania Live 1748, LLC.
6060 Piedmont Drive Row South, Suite 200
Charlotte, NC 28287

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Office 1
Location:	Dania Beach, FL
Latitude:	26-03-18.16N NAD 83
Longitude:	80-09-22.67W
Heights:	6 feet site elevation (SE) 212 feet above ground level (AGL) 218 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 1, Obstruction Marking and Lighting, red lights - Chapters 4,5(Red),&12.

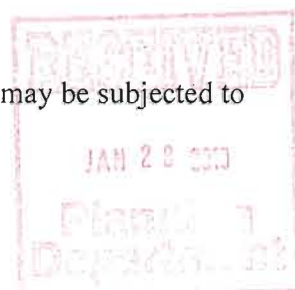
Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.



This determination expires on 04/12/2019 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is subject to review if an interested party files a petition that is received by the FAA on or before November 11, 2017. In the event a petition for review is filed, it must contain a full statement of the basis upon which it is made and be submitted to the Manager, Airspace Policy & Regulation, Federal Aviation Administration, 800 Independence Ave, SW, Room 423, Washington, DC 20591.

This determination becomes final on November 21, 2017 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review. For any questions regarding your petition, please contact Airspace Regulations & ATC Procedures Group via telephone -- 202-267-8783 - or facsimile 202-267-9328.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative impact resulting from the studied structure when combined with the impact of other existing or proposed structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.



An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

If we can be of further assistance, please contact Michael Blaich, at (404) 305-6462, or mike.blaich@faa.gov.
On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2016-ASO-22645-OE.

Signature Control No: 303027908-346091724
Mike Helvey
Manager, Obstruction Evaluation Group

(DNH)

Attachment(s)
Additional Information
Map(s)

Additional information for ASN 2016-ASO-22645-OE

FLL = Fort Lauderdale/Hollywood International Airport

ASN = Aeronautical Study Number

SIAP = Standard Instrument Approach Procedure

AGL = Above Ground Level

AMSL = Above Mean Sea Level

NM = Nautical Miles

ARP = Airport Reference Point

RWY = Runway

IFR = Instrument Flight Rule

This ASN is for a proposed building at height of 212 feet AGL, 218 feet AMSL.

The structure would be located approximately 1.06 NM south of the FLL ARP.

It would exceed the Obstruction Standards of Title 14, Code of Federal Regulations (14 CFR), Part 77 as follows:

Section 77.19 (a) FLL: Horizontal Surface --- > Exceeds by 3 feet.

Part 77 Obstruction Standards are used to screen the many structures submitted in order to identify those which warrant further aeronautical study in order to determine if they would have significant adverse effect on protected aeronautical operations. While the obstruction standards trigger formal aeronautical study, including circularization, they do not constitute absolute or arbitrary criteria for identification of hazards to air navigation. Accordingly, the fact that a structure exceeds an obstruction standard of Part 77 does not provide a basis for a determination that the structure would constitute a hazard to air navigation.

Details of the structure were circularized to the aeronautical public for comment. No letters of objection were received during the comment period.

AERONAUTICAL STUDY FOR POSSIBLE INSTRUMENT FLIGHT RULES (IFR) EFFECT DISCLOSED THE FOLLOWING:

- > The proposed structure would have no effect on any existing or proposed IFR arrival/departure routes, operations, or procedures.
- > The proposed structure would have no effect on any existing or proposed IFR en route routes, operations, or procedures.
- > The proposed structure would have no effect on any existing or proposed IFR minimum flight altitudes.

AERONAUTICAL STUDY FOR POSSIBLE VISUAL FLIGHT RULES (VFR) EFFECT DISCLOSED THE FOLLOWING:

- > The proposed structure would have no effect on any existing or proposed VFR arrival or departure routes, operations or procedures.

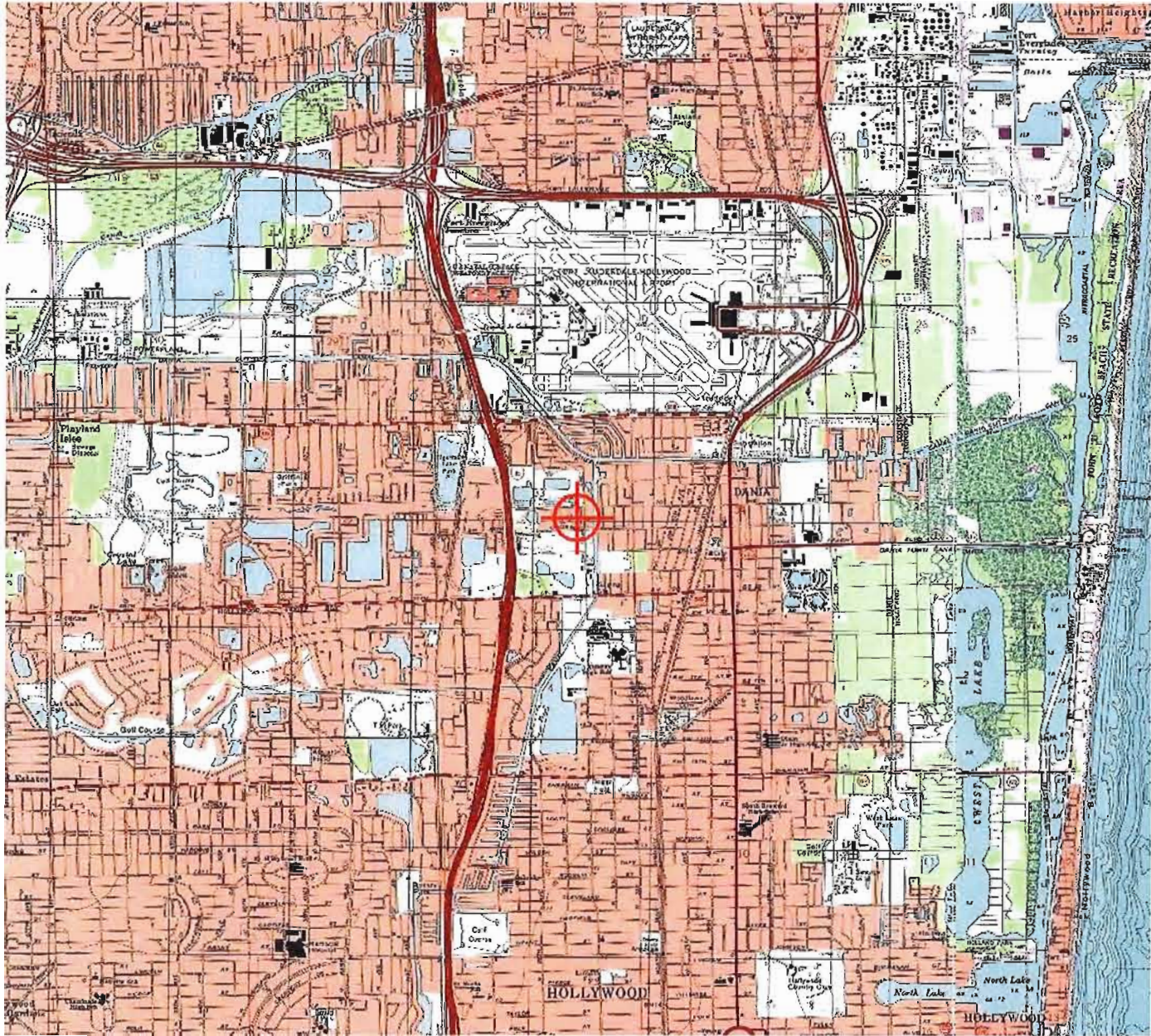
- > The proposed structure would not conflict with airspace required to conduct normal VFR traffic pattern operations at any known public use or military airports.
- > The proposed structure would not penetrate those altitudes that are normally considered available to airmen for VFR en route flight.
- > The proposed structure will be appropriately obstruction marked and lighted to make it more conspicuous to airmen flying in VFR weather conditions at night.

The proposed structures' proximity to the airport was considered and found to be acceptable.

The impact on arrival, departure, and en route procedures for aircraft operating under VFR/IFR conditions at existing and planned public use and military airports, as well as aeronautical facilities, was considered during the analysis of the structure. The aeronautical study disclosed that the proposed structure would have no substantial adverse effect upon any terminal or en route instrument procedure or altitude.

The cumulative impact (IFR/VFR) resulting for the structure, when combined with the impact of other existing or proposed structures was considered and found to be acceptable.

Therefore, it is determined that the proposed structure would not have a substantial adverse effect upon the safe and efficient utilization of the navigable airspace by aircraft or on any navigation facility and would not be a hazard to air navigation.







Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2016-ASO-22646-OE

Issued Date: 10/12/2017

Joseph V. Denis
Dania Live 1748, LLC.
6060 Piedmont Drive Row South, Suite 200
Charlotte, NC 28287

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building Office 2
Location:	Dania Beach, FL
Latitude:	26-03-17.98N NAD 83
Longitude:	80-09-28.01W
Heights:	6 feet site elevation (SE)
	212 feet above ground level (AGL)
	218 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 1, Obstruction Marking and Lighting, red lights - Chapters 4,5(Red),&12.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.



This determination expires on 04/12/2019 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is subject to review if an interested party files a petition that is received by the FAA on or before November 11, 2017. In the event a petition for review is filed, it must contain a full statement of the basis upon which it is made and be submitted to the Manager, Airspace Policy & Regulation, Federal Aviation Administration, 800 Independence Ave, SW, Room 423, Washington, DC 20591.

This determination becomes final on November 21, 2017 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review. For any questions regarding your petition, please contact Airspace Regulations & ATC Procedures Group via telephone -- 202-267-8783 - or facsimile 202-267-9328.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative impact resulting from the studied structure when combined with the impact of other existing or proposed structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.

An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

If we can be of further assistance, please contact Michael Blaich, at (404) 305-6462, or mike.blaich@faa.gov.
On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2016-ASO-22646-OE.

Signature Control No: 303027909-346091899
Mike Helvey
Manager, Obstruction Evaluation Group

(DNH)

Attachment(s)
Additional Information
Map(s)

Additional information for ASN 2016-ASO-22646-OE

FLL = Fort Lauderdale/Hollywood International Airport

ASN = Aeronautical Study Number

SIAP = Standard Instrument Approach Procedure

AGL = Above Ground Level

AMSL = Above Mean Sea Level

NM = Nautical Miles

ARP = Airport Reference Point

RWY = Runway

IFR = Instrument Flight Rule

This ASN is for a proposed building at height of 212 feet AGL, 218 feet AMSL.

The structure would be located approximately 1.09 NM south of the FLL ARP.

It would exceed the Obstruction Standards of Title 14, Code of Federal Regulations (14 CFR), Part 77 as follows:

Section 77.19 (a) FLL: Horizontal Surface --- > Exceeds by 3 feet.

Part 77 Obstruction Standards are used to screen the many structures submitted in order to identify those which warrant further aeronautical study in order to determine if they would have significant adverse effect on protected aeronautical operations. While the obstruction standards trigger formal aeronautical study, including circularization, they do not constitute absolute or arbitrary criteria for identification of hazards to air navigation. Accordingly, the fact that a structure exceeds an obstruction standard of Part 77 does not provide a basis for a determination that the structure would constitute a hazard to air navigation.

Details of the structure were circularized to the aeronautical public for comment. No letters of objection were received during the comment period.

AERONAUTICAL STUDY FOR POSSIBLE INSTRUMENT FLIGHT RULES (IFR) EFFECT DISCLOSED THE FOLLOWING:

- > The proposed structure would have no effect on any existing or proposed IFR arrival/departure routes, operations, or procedures.
- > The proposed structure would have no effect on any existing or proposed IFR en route routes, operations, or procedures.
- > The proposed structure would have no effect on any existing or proposed IFR minimum flight altitudes.

AERONAUTICAL STUDY FOR POSSIBLE VISUAL FLIGHT RULES (VFR) EFFECT DISCLOSED THE FOLLOWING:

- > The proposed structure would have no effect on any existing or proposed VFR arrival or departure routes, operations or procedures.

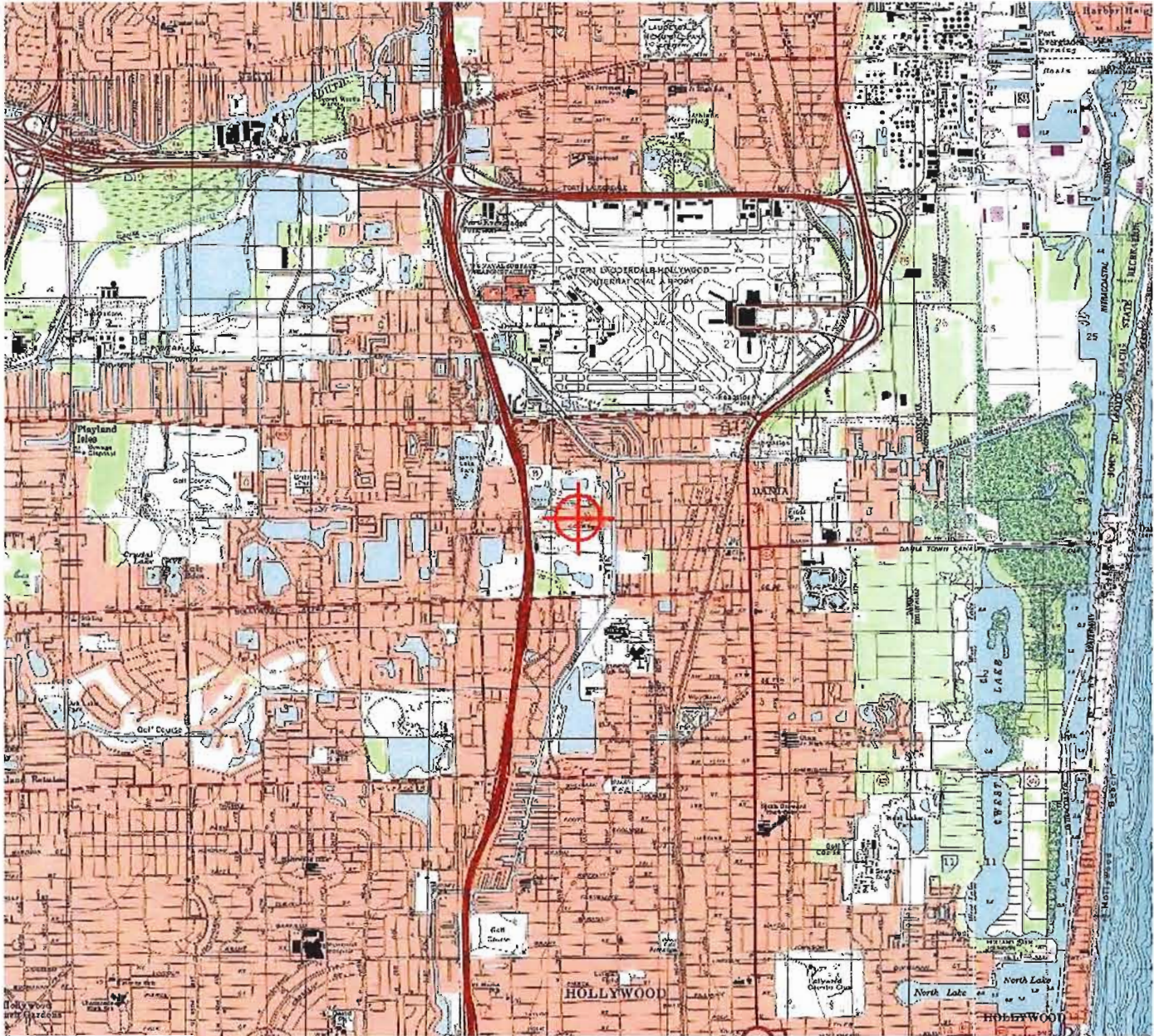
- > The proposed structure would not conflict with airspace required to conduct normal VFR traffic pattern operations at any known public use or military airports.
- > The proposed structure would not penetrate those altitudes that are normally considered available to airmen for VFR en route flight.
- > The proposed structure will be appropriately obstruction marked and lighted to make it more conspicuous to airmen flying in VFR weather conditions at night.

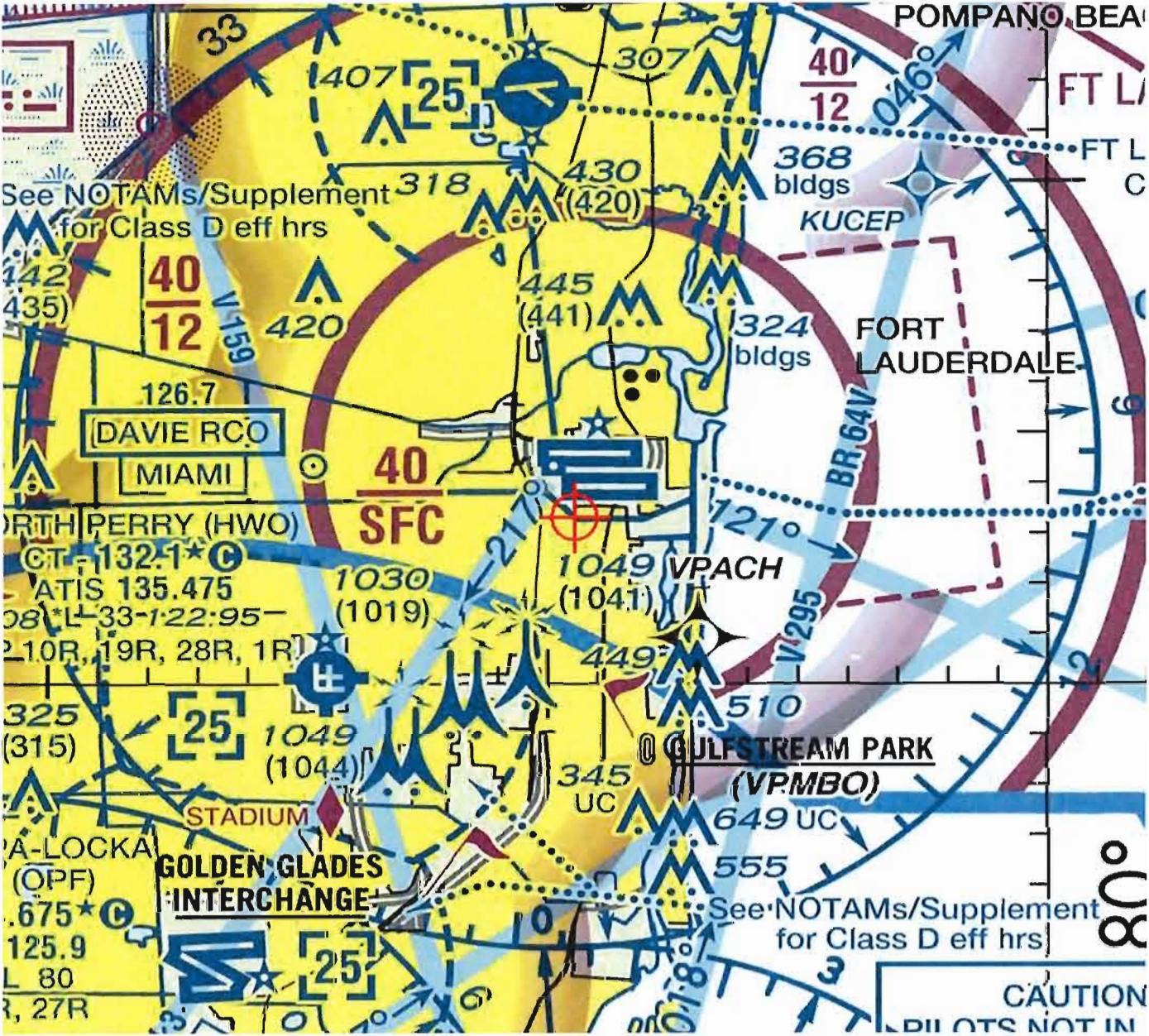
The proposed structures' proximity to the airport was considered and found to be acceptable.

The impact on arrival, departure, and en route procedures for aircraft operating under VFR/IFR conditions at existing and planned public use and military airports, as well as aeronautical facilities, was considered during the analysis of the structure. The aeronautical study disclosed that the proposed structure would have no substantial adverse effect upon any terminal or en route instrument procedure or altitude.

The cumulative impact (IFR/VFR) resulting for the structure, when combined with the impact of other existing or proposed structures was considered and found to be acceptable.

Therefore, it is determined that the proposed structure would not have a substantial adverse effect upon the safe and efficient utilization of the navigable airspace by aircraft or on any navigation facility and would not be a hazard to air navigation.





CERTIFICATION LETTER

City of Dania Beach

Date: December 21, 2018

Applicant: Greenspoon Marder LLP for Integra Real Estate, LLC

Subject Property: Please see the attached notice

General Location: Property located at the northeast quadrant of the I-95/Stirling Road intersection

Type of Application: SP-80-18 – Dania Pointe Phase II Office

This letter certifies that the attached notice was mailed to the attached list of property owners on December 20, 2018. This reflects the records on file in the Broward County Property Appraiser's office as of December 20, 2018.

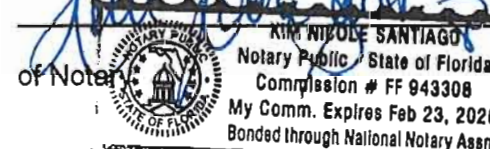
Sincerely,



Shane Zalonis, Legal Assistant

Sworn and subscribed before me this 21 day of December, 2018.

 Signature

of Notary 



YOU'RE INVITED TO A NEIGHBORHOOD MEETING

Thursday, January 24, 2019 – 7:00 pm
Hilton Garden Inn Ft. Lauderdale Airport-Cruise Port
180 SW 18th Ave., Dania Beach, FL 33004

December 20, 2018

RE: Property located at the northeast quadrant of the I-95/Stirling Road intersection

Dear Neighbor:

You are invited to attend a Neighborhood Meeting regarding a proposed development on the property at the northeast quadrant of the I-95/Stirling Road Intersection, which is currently being processed at the City of Dania Beach.

If you would like more information about this meeting, please feel free to contact:

Jordanna Ishmael
jordanna.ishmael@gmlaw.com
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301
(954) 527-2487

We hope to see you there!



List of property owners noticed on December 20, 2018

- 1481 W Dania Beach Blvd., Dania Beach, FL 33004
 - Folio #: 504233130040
 - George E Funchess & Mable Funchess
- 1441 W Dania Beach Blvd, Dania Beach, FL 33004
 - Folio #: 504233130010
 - Jacqueline Suzan Stewart
- 31 NW 14th Ct
 - Folio #: 504233130130
 - Christine Taylor
- 15 NW 14th Ct
 - Folio #: 504233130120
 - Dwayne L Funchess
- 25 NW 14th Ct
 - Folio #: 504233130110
 - Ruth Lee Grace; Willie James Funchess
- 42 NW 14 Ct
 - Folio #: 504233130100
 - Tommy L Jones & Elroy Jones
- 46 NW 14 Ct
 - Folio #: 504233130090
 - Daniel Roberto Gutierrez
- 23 NW 14 Ct
 - Folio #: 504233130070
 - Arthur E Wilson



- 1407 NW 1st St
 - Folio #: 504233130060
 - Frances Tyrone A Aikens
- 112 NW 14 Way
 - Folio #: 504233110080
 - Lee Vickers
- 101 NW 14 Way
 - Folio #: 504233120020
 - Lynn M Damiano
- 105 NW 14 Way
 - Folio #: 504233120010
 - Dania- 14th Way Series Embark Properties LLC
- 109 NW 14 Way
 - Folio #: 504233120060
 - Waldo Morales
- 123 NW 14 Way
 - Folio #: 504233120070
 - Joni Schank
- 129 NW 14 Way
 - Folio #: 504233120080
 - Michael Lapenna
- 136 NW 14 Way
 - Folio #: 504233120090
 - Elana Oami
- 141 NW 14 Way



- Folio #: 504233120100
 - Wanda B Dean
- 142 NW 14 Way:
 - Folio #: 504233120100
 - Wanda B Dean
- 153 NW 14 Way
 - Folio #: 504233120120
 - Leslie Brown; Grace Weinstein
- 139 NW 14 Way
 - Folio #: 504233120190
 - Ethel Ward
- 148 NW 14 Way
 - Folio #: 504233120200
 - Osdami LLC
- 154 NW 14 Way
 - Folio #: 504233120210
 - Hilda Besner
- 160 NW 14 Way
 - Folio #: 504233120220
 - Bertie L Stokes
- 1495 NW 2 St
 - Maria Lucia Gomes, Mariano Ernani
- 195 NW 14 Way
 - Folio #: 504233120150
 - Fidelity Xpress Investment Group LLC



- 1461 W Dania Beach Blvd
 - Folio #: 504233130020
 - 7418 Tamarac Inc.



Meeks, Liz

From: Roberson, Kevin
Sent: Friday, December 28, 2018 8:47 AM
To: Navarro, Ronnie; engineeringreview@daniabeachfl.gov
Cc: Meeks, Liz; Thomas, Melibe
Subject: Dania Pointe Office DRC comments

Hi Ronnie

Hope you are enjoying the holidays. We have 2 DRC comments from Corrine that she is requesting confirmation back from you in writing. They are below. Could you please respond to this email with approvals so I can provide to Corrine before January 3rd. I know one of Manny’s comments was why did we use ITE Edition 9 instead of 10 in our traffic study. We used ITE 9th Edition because that was the Edition used for all of the original analyses. Therefore, since we are just trying provide a comparison with the vested entitlements/original approvals, we continued using 9th Edition because it maintains an “apples to apples” comparison for the trip generation rates.

Please let me know if you need anything else in order to provide the statements being requested below. Thank you.

- 11. Applicant must obtain a statement from the City Engineer saying that study/statement submitted by the applicant is complete and accepted prior to public
- 12. Applicant must obtain statement from Ronnie Navarro, City Engineer, stating that a water supply exists for this project.

Kevin M. Roberson, PE (CA, CO, WY, MT, UT, AZ, FL)
CPESC, QSD/QSP, LEED ® AP | Vice President
Kimley-Horn | 445 24th Street, Suite 200, Vero Beach, FL 32960
Direct: 772 794 4035 | Mobile: 303 880 8832



Meeks, Liz

From: Wray, Macee <mwrap@daniabeachfl.gov>
Sent: Thursday, January 3, 2019 8:32 AM
To: Meeks, Liz
Cc: Thomas, Melibe
Subject: RE: Dania Pointe Office DRC - 101 Bryan Rd Folio Number 5042 33 59 0010

Categories: External

Good morning,

There are no code violations or liens on the referenced folio.



Macee Wray
Code Compliance Coordinator | City of Dania Beach
mwrap@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6800 ext. 3790 | **Fax:** 954-924-6812

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From: Meeks, Liz [mailto:Liz.Meeks@kimley-horn.com]
Sent: Wednesday, January 02, 2019 1:35 PM
To: Wray, Macee
Cc: Thomas, Melibe
Subject: FW: Dania Pointe Office DRC - 101 Bryan Rd Folio Number 5042 33 59 0010

Good afternoon Macee,

I was wondering if you could confirm that there are no code violations on folio number 5042 33 59 0010.

Thanks,
Liz



Liz Meeks | Design Associate
Kimley-Horn | 445 24th Street, Suite 200, Vero Beach, FL 32960
Direct: 772 794 4151 | Main: 772 794 4100
Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)

Celebrating 11 years as one of FORTUNE's 100 Best Companies to Work For



From: Lunkins, Angel <alunkins@daniabeachfl.gov>
Sent: Wednesday, January 2, 2019 1:33 PM
To: Meeks, Liz <Liz.Meeks@kimley-horn.com>; Urow, Barbara <burow@daniabeachfl.gov>
Cc: Thomas, Melibe <Melibe.Thomas@kimley-horn.com>
Subject: RE: Dania Pointe Office DRC - 101 Bryan Rd Folio Number 5042 33 59 0010

Greetings,
Please contact Macee Wray at: mwray@daniabeachfl.gov or 954 9246810 Ext# 3790 Thank you



Angel Lunkins
Deputy City Clerk | City of Dania Beach
alunkins@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6800 ext. 3624 | **Fax:** 954-921-2604

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: Meeks, Liz <Liz.Meeks@kimley-horn.com>
Sent: Wednesday, January 02, 2019 1:29 PM
To: Lunkins, Angel <alunkins@daniabeachfl.gov>; Urow, Barbara <burow@daniabeachfl.gov>
Cc: Thomas, Melibe <Melibe.Thomas@kimley-horn.com>
Subject: RE: Dania Pointe Office DRC - 101 Bryan Rd Folio Number 5042 33 59 0010

Good afternoon,

Just following up on the request below checking for code violations on folio number 5042 33 59 0010.

Thanks,
Liz



Liz Meeks | Design Associate
Kimley-Horn | 445 24th Street, Suite 200, Vero Beach, FL 32960
Direct: 772 794 4151 | Main: 772 794 4100
Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)

Celebrating 11 years as one of FORTUNE's 100 Best Companies to Work For

From: Meeks, Liz
Sent: Wednesday, December 19, 2018 10:38 AM
To: Lunkins, Angel <alunkins@daniabeachfl.gov>
Cc: Thomas, Melibe <Melibe.Thomas@kimley-horn.com>
Subject: Dania Pointe Office DRC - 101 Bryan Rd Folio Number 5042 33 59 0010

Good morning Angel,



We have another portion of the Dania Pointe project in for DRC review and we’ve been asked to make sure there are no code violations on the property. Can you please confirm that there are no code violations on folio number 5042 33 59 0010?

Thank you,
Liz



Liz Meeks | Design Associate
Kimley-Horn | 445 24th Street, Suite 200, Vero Beach, FL 32960
Direct: 772 794 4151 | Main: 772 794 4100
Connect with us: [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#)

Celebrating 11 years as one of FORTUNE's 100 Best Companies to Work For





Lajoie, Corinne

From: EngineeringReview
Sent: Friday, January 25, 2019 10:51 AM
To: Lajoie, Corinne; Roberson, Kevin
Cc: LaFerrier, Marc; Norena, Eleanor; Navarro, Ronnie; engineering
Subject: Integra Office at DP.

Hi Corinne,

"Integra Office at DP" has Tier 1 completed.

Please, proceed accordingly.

Thank you.

Regards,

Manny Vega, PE
Engineering Review

Lajoie, Corinne

From: Roberson, Kevin <Kevin.Roberson@kimley-horn.com>
Sent: Thursday, January 03, 2019 12:57 PM
To: Navarro, Ronnie; EngineeringReview; Lajoie, Corinne
Cc: Meeks, Liz; Thomas, Melibe; Johnson, Antoine; Kaine, Brad
Subject: RE: Dania Pointe Office DRC comments

Thank you Ronnie!

Kevin M. Roberson, PE (CA, CO, WY, MT, UT, AZ, FL)
CPESC, QSD/QSP, LEED® AP | Vice President
Kimley-Horn | 445 24th Street, Suite 200, Vero Beach, FL 32960
Direct: 772 794 4035 | Mobile: 303 880 8832

From: Navarro, Ronnie <rnavarro@daniabeachfl.gov>
Sent: Thursday, January 3, 2019 12:30 PM
To: Roberson, Kevin <Kevin.Roberson@kimley-horn.com>; EngineeringReview <engineeringreview@daniabeachfl.gov>; Lajoie, Corinne <clajoie@daniabeachfl.gov>
Cc: Meeks, Liz <Liz.Meeks@kimley-horn.com>; Thomas, Melibe <Melibe.Thomas@kimley-horn.com>; Johnson, Antoine <ajohnson@daniabeachfl.gov>; Kaine, Brad <bkaine@daniabeachfl.gov>
Subject: RE: Dania Pointe Office DRC comments

Hi Corrine,

Please note that the outstanding comments for the proposed building can be removed for the following reasons:

- 1. The original traffic study was approved for the “Full Built-Out Condition” under the approved Dania Pointe – Development Design Guidelines and Development Standards of which the proposed building is part of.
- 2. The City of Dania Beach Water Plant has the capacity to supply water to this development at “Full Built-Out Condition.”

Thank you

Ronnie S. Navarro, PE, PTP, CFM
Deputy Director | City Engineer
City of Dania Beach | Florida
ext 3615

From: Roberson, Kevin [mailto:Kevin.Roberson@kimley-horn.com]
Sent: Thursday, January 3, 2019 10:16 AM
To: Navarro, Ronnie <rnavarro@daniabeachfl.gov>; EngineeringReview <engineeringreview@daniabeachfl.gov>
Cc: Meeks, Liz <Liz.Meeks@kimley-horn.com>; Thomas, Melibe <Melibe.Thomas@kimley-horn.com>
Subject: RE: Dania Pointe Office DRC comments

Good morning Ronnie, I received your out of office email when I originally sent this, so resending to make sure that it did not get lost. We are submitting our responses back to Corrine today and would appreciate an email response that we can send her regarding the two comments below. Please call if you have any questions. thanks

Kevin M. Roberson, PE (CA, CO, WY, MT, UT, AZ, FL)
CPESC, QSD/QSP, LEED® AP | Vice President
Kimley-Horn | 445 24th Street, Suite 200, Vero Beach, FL 32960
Direct: 772 794 4035 | Mobile: 303 880 8832

From: Roberson, Kevin
Sent: Friday, December 28, 2018 8:47 AM
To: Navarro, Ronnie <rnavarro@daniabeachfl.gov>; engineeringreview@daniabeachfl.gov
Cc: Meeks, Liz <Liz.Meeks@kimley-horn.com>; Thomas, Melibe <Melibe.Thomas@kimley-horn.com>
Subject: Dania Pointe Office DRC comments

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Please let me know if you need anything else in order to provide the statements being requested below. Thank you.

11. Applicant must obtain a statement from the City Engineer saying that study/statement submitted by the applicant is complete and accepted prior to public

12. Applicant must obtain statement from Ronnie Navarro, City Engineer, stating that a water supply exists for this project.

Kevin M. Roberson, PE (CA, CO, WY, MT, UT, AZ, FL)
CPESC, QSD/QSP, LEED® AP | Vice President
Kimley-Horn | 445 24th Street, Suite 200, Vero Beach, FL 32960
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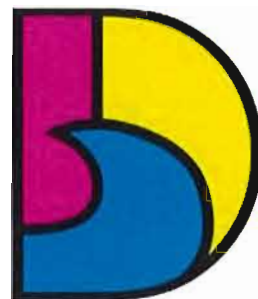


Dania Pointe
Office

COMMUNITY DEVELOPMENT DEPARTMENT
DESIGN REVIEW COMMITTEE MEETING
TUESDAY, DECEMBER 18, 2018

[illegible]

Corinne's
DEC Comments
Notes



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Feb 12 CC
Submit by 1-3

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
COVER LETTER**

To: melibe.thomas@kimley-horn.com

From: dlozandier@daniabeachfl.gov

Date: 12/18/2018

Re: Dania Beach Phase II Office

Dear Applicant:

Please find attached the comments regarding your site plan project together with the agenda for the Design Review Committee meeting. Your slotted time for the meeting will be held on **Tuesday, December 18, 2018 at 2:00 P.M.**

Should you have any questions, please contact Corinne Lajoie at 954-924-6805 X3704 or Daniel Lozandier at 954-924-6805 X3793.

Thank you.

cc: Ryan St. George, Arborist, Ryan.StGeorge@metriceng.com
Brett Dunckel, Fire Prevention Officer, Brett_Dunckel@sheriff.org
Ronnie Navarro, Engineer, rnavarro@daniabeachfl.gov
Manny Vega, Engineer, engineeringreview@daniabeachfl.gov
Rickelle Williams, CRA Executive Director, rwilliams@daniabeachfl.gov
DeAndre Spradley, Economic Development Manager, dspradley@daniabeachfl.gov
Corinne Lajoie, Planning & Zoning Manager, cchurch@daniabeachfl.gov
Muriel Bryan, Planner, mbryan@daniabeachfl.gov
Daniel Lozandier, Planning Associate, dlozandier@daniabeachfl.gov



100 W. Dania Beach Blvd.
Dania Beach, Florida 33006

(954) 924-6801
(954) 921-2604
www.DaniaBeachCRA.org

To: Daniel Lozandier, Planning Associate
From: DeAndrae Spradley, Economic Development Manager
Cc: Rickelle Williams, Executive Director
Date: December 17, 2018
Re: SP-80-18 – Dania Pointe Phase II Office (1st Review)

DEVELOPMENT REVIEW MEETING Tuesday, December 18, 2018

The Dania Beach Community Redevelopment Agency (CRA) is providing the following comments for the plan review of SP-80-18 Dania Pointe Phase 2 Office:

1. the applicant should provide the anticipated number of jobs associated with the development; and
2. the applicant should provide the estimated tax base of the development prior to and after construction.

Feel free to contact DeAndrae Spradley, Economic Development Manager at (954) 924-6801 ext. 3667 or by email at dspradley@daniabeachfl.gov should you have additional questions.



BROWARD SHERIFF'S OFFICE
Department of Fire Rescue & Emergency Services
Fire Marshal's Office
Dania Beach District

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



SITE PLAN REVIEW COMMENTS

Date: 12/3/18 Site Plan No.: SP-80-19 Time Required For Review: 1hr

Project: Dania Pointe Phase II Office 1st Review Sq. Feet: 136,092

Plan Reviewer: Brett Dunckel, Fire Prevention Officer / Plans Examiner

☒ Approved As Submitted ☐ Denied ☐ Approved With Conditions

☐ Comments Must Be Addressed and Resubmitted Prior to City Commission Meeting

Below are two tiers of comments. Tier one comments must be satisfied prior to site plan approval and public hearing. Tier two comments, if not satisfied during original site plan approval process, must be satisfied at permit for site work.

Be advised that some Tier two comments may affect other disciplines and/or have other significant impacts on the overall site plan. In addition, the Tier 2 comments may impact permit plans with additional time delays to reach resolution at permit. It is strongly advised that all comments (both Tier 1 and Tier 2) below are satisfied prior to site plan approval and public hearing.

Tier 1 COMMENTS

None

Tier 2 COMMENTS

Deficiencies were identified on your plan during our plan review process. Please provide the following:

1. Additional Fire Department Access Information as follows:
 - a. Fire Lane locations and striping detail (demonstrated)
 - b. "NO PARKING" sign locations and sign details demonstrated
 - c. Fire Department Access Routes During Construction
2. Additional Water Supply Information as follows:

ATTENTION CONTRACTORS & DESIGN PROFESSIONALS

EFFECTIVE IMMEDIATELY

NFPA 1:11.10 Requires minimum radio signal strength for fire department communications to be maintained at a level determined by the AHJ for all new and existing buildings.

The Owner's Rep or GC shall conduct a Preliminary Initial Assessment to determine if the minimum radio signals strength for fire department communication is in compliance with Broward County standards.

Prior to any testing, the occupancy shall be structurally completed with all interior partitions, windows and doors installed.

An assessment will be conducted by the Owner's Rep or GC to determine if the minimum radio signals strength for fire department communication in the occupancy is in compliance, in accordance with NFPA 1: 11.10.1 and NFPA 72: 24.5.2.2.1 through 24.5.2.2.3.

Radio coverage shall be provided throughout the building as a percentage of floor area as specified below in accordance with NFPA 72: 14.4.12.1.2 through 14.4.12.1.4 and NFPA 24.5.2.3.

1. A test "grid" plan shall be produced to ensure testing throughout the building.
2. Signal levels shall be measured to ensure the system meets the criteria of 24.5.2.3 according to parameters as follows:
 - a. 24.5.2.3.1 Inbound.
A minimum inbound signal strength of -95 dBm, or other signal strength as required by the authority having jurisdiction, shall be provided throughout the coverage area.
 - b. 24.5.2.3.2 Outbound.
A minimum outbound signal strength of -95 dBm at the donor site, or other signal strength as required by the authority having jurisdiction, shall be provided for the coverage area.
 - c. Critical areas, such as the emergency command center(s), the fire pump room(s), exit stairs, exit passageways, elevator lobbies, standpipe cabinets, sprinkler sectional valve locations, and other areas deemed critical by the authority having jurisdiction, shall be provided with 99 percent floor area radio coverage.
 - d. General building areas shall be provided with 90 percent floor area radio coverage.

ACCEPTANCE

1. If three nonadjacent areas fail the test with less than -95 decibels per milliwatt (-95 dBm), and /or a DAQ3 or below; or if two adjacent areas fail with less than -95 decibels per milliwatt (-95 dBm), and/or a DAQ3 or below, the GC will be required to pull separate plans and permit and install an IPSRES; In-Building Public Safety Radio Enhancement Systems; and/or
2. If there is less than 99 percent floor area radio coverage to all Critical areas, or less than 90 percent floor area radio coverage to all General building areas, the GC will be required to pull separate plans and permit and install an IPSRES; In-Building Public Safety Radio Enhancement Systems.

Rev. 10/30/2015

following information: 5 year -1 hour, 5-year 24 hour, 10-year 24 Hour, 25-year and 100-year 72-hour flood stage elevations.

3.- Storm-water quality design shall be provided in the amount of 2.5 inches times the percent impervious or the first 1 inch of rainfall over the entire site whichever is greater.

4.- Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water service lines.

5- Provide copies regulatory agencies' approval documentation as part of the final submittal (Broward County Surface Water License, Broward County Health Department Permit, etc.). Provide copies of approved permits from FDOT, City of Dania Beach, Broward County, EPD and others for utilities and driveway(s) connections (As applicable).

6.- Show how roof drainage is collected.

7.- Provide a complete Water and Sewer – Utility Plan, indicating all water and sewer appurtenances including but not limited to point of connection to the existing system, cleanout, water meter, check valve, etc. including any existing water main, force mains, gravity mains, etc. (Show all material & pipe sizes on the plan). Water meters, Back flow preventers, RPZ, DDCV, etc. pending to be identified.

8.- Provide a complete Pavement, Marking and Signage Plan with details.

9.- In signage and marking plan –Site Plan-. Identify dimensions of Proposed Monument signs.

10.- In Signage and marking plan-Site Plan-, include the radii.

11.- Provide copy of approved Traffic Study. *Provided.*

12.- Provide an Erosion and Sediment Control Plan shall be reviewed for the drainage impacts to adjacent properties, surrounding ROW, storm-water facilities, and neighboring water bodies.

13.- Provide silt fence applications, protection around inlets or similar structures, barrier for fill slope, barrier for paved and unpaved ditches details (As applicable).

14- Contractor shall provide, before issuance of C.O., to the EOR and City of Dania Beach a CD with hard copies of "As-Built" drawings of the project giving all civil work information but not limited to horizontal and vertical elevations, dimensions, grading of paving and drainage, water, and sewer connections, etc. signed and sealed by a certified registered surveyor.

For ease of review, please reply in writing to each line comment and reference drawings and/ or backup documents provided. Additional comments may apply.

Engineering Reviewers:

Manny Vega, PE

Consultant, CAP Government

engineeringreview@daniabeachfl.gov

Ronnie S. Navarro, PE

Deputy Director/City Engineer

rnavarro@daniabeachfl.gov

6) Ensure minimum spacing requirements for all trees and palms per Sec. ~~275-190(H)~~ are met.
Provide notes or dimensions where applicable. *Provide note*

7) Provide the total VUA (in square feet), VUA dedicated to landscaping (in square feet), and the percentage of the VUA dedicated to landscaping per Sec. ~~275-190(B)~~. *TO be Addressed.*

8) Include the City of Dania Beach standard landscape notes (attached) on the next submitted plan.

END OF COMMENTS

plant lists, the plans shall take precedence

12. All new plant material shall be warranted for a minimum period of one year. The warrantee period shall begin after acceptance of the plants by the City Landscape Inspector.

13. Plant beds to be treated with pre-emergent herbicide prior to planting.

14. All tree and palm staking and support shall be removed one year after installation.

15. No fertilizer shall be applied to newly planted trees and palms.

16. All landscape material shall be thoroughly watered at the time of planting, no dry planting permitted.

17. Landscape contractor shall be responsible for providing temporary water provisions until such time as the irrigation system is operational.

18. All wire guys and/or fabric straps shall be flagged with florescent colored tape.

19. Mulching:

a. All landscape areas not covered by sod shall be covered by a minimum 3-inch layer of mulch.

b. A mulch ring with a minimum radius of 24 inches (48 inch diameter), is required around all newly installed trees and palms.

c. Cypress mulch shall not be used.

d. No mulch shall be placed touching or within six inches of the trunk of a tree or palm.

20. All landscape areas shall be finish graded such that they are a minimum of 3.5 inches below surrounding paved surfaces so as not to impede the flow of drainage into landscaped areas and to allow for a 3-inch mulch layer.

12. Applicant must obtain statement from Ronnie Navarro, City Engineer, stating that adequate water supply exists for this project.

13. Please e-mail resolution and legal description, prepared by an attorney, for development approval in word format to cchurch@daniabeachfl.gov four (4) weeks prior to public hearing.

14. Applicant must provide statement from the City's Code Compliance Department that there are not outstanding Code Violations or Liens on the property prior to the item being scheduled for a public hearing. Per Section 680-40, any property with outstanding Code Violations or Liens shall not be schedule for public hearing.

15. Per O-2017-022, for properties over an acre in size, the applicant must obtain and post property signs in accordance with the NEW City requirements. Please see the end of this document for guidelines.

16. Per O-2017-027, commercial properties under construction are required to provide security to fencing with screening showing project rendering when adjacent to ROW. Provide screen detail with next submittal.

17. The 11" X 17" "Open Space Conceptual Plan" provided is missing numbers, and the key does not match the illustration. Please revise and resubmit for review.

18. BUILDING SETBACK:

- Sheet C-400 drawing identifies building setback "U" as 25', data table identifies setback from Bryan Road as 31.08'. Clarify.
- Sheet C-400 drawing identifies landscape buffer along Bryan Road as "E" = 30. Landscape buffer cannot be greater than building setback. Clarify.
- Revise building setback Data Table.
- Setbacks should read as follows (revise Sheet C-400 according):

	REQUIRED	PROVIDED
Bryan Road	30' {per DDG (B)(2)}	31.21'
Front (Compass Way)	N/A	26.76'
West		
Front (Radiant Dr.)	N/A	25.9'
South		
Rear (N. Mariner)	N/A	15.43'
North		

19. Provide fountain detail.

20. Sheet C-400, add a note addressing DDG, Section 4 (3) maximum lot coverage = 75%.

21. All parking garage drawings should have the same number of parking spaces. Currently 3 different Phase 1 parking garage drawings show 3 different number of parking spaces. Revise accordingly.

22. Phase 1 parking garage drawings showing floor 1 and floors 2-7 show a total of 832 parking spaced. Sheet C-400 identified 858 parking spaced provided for Phase 1. Revise accordingly.

23. Identify number of parking spaces provided on each level of parking garage, for each phase, so staff can confirm parking count meets DDG requirements.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH IMPACT FEE SCHEDULE

According to the adopted City Ordinances and Resolutions listed below, all new development is subject to City and County impact fees. These fees help pay for the construction or expansion of roads, mass transit, schools and parks that are needed as a result of the development's "impact." These fees are assessed when construction plans are submitted for approval and included in your building permit invoice. Below is a schedule of the City of Dania Beach's impact fees. Additional impact and concurrency fees may be charged by the County, please contact one of the planners with Broward County Development Management (954-357-6666) to request an impact/concurrency fee estimate.

<u>Type</u>	<u>Fee</u>
Recreation and Open Space:	
Single Family/Townhouse	\$1,825 per unit
Multi-Family	\$1,364 per unit
Mobile	\$1,140 per unit
Traffic Mitigation: (RAC only)	\$21.26 per PM peak hour trip
Administrative:	\$.16 per sq.ft.
Police:	\$.184 per sq.ft.
Fire:	\$.389 per sq.ft

For any questions regarding water & sewer impact fees, please contact the Public Services Division at 954-924-3740.

City Ordinances and Resolutions:

Water & Sewer Impact Fees - Resolution 2012-002, Ordinance 2011-035
Administrative, Police & Fire - Resolution 2005-150, Ordinance 2005-037
Recreation and Open Space – Resolution 2014-071
Traffic Mitigation – Resolution 2014-049



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☒ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

Date Rec'd: _____

Petition No.: SP-80-18



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: Phase 1 & 2 Office, Dania Pointe, Dania Beach, FL 33004.

Phase II, Block IV, north of S. Bearing Street, west of Compass Way onsite.

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: Dania Pointe, City Plat No. PL-55-15 Ord 2016-003, County Plat No. 035-MP-15

Folio Number(s): 504233590010 Legal Description: PB 1863 Page 91

Applicant/Consultant/Legal Representative (**circle one**) Kimley-Horn and Associates - Melibe S. Thomas

Address of Applicant: 445 24th Street, Suite 200, Vero Beach, FL 32960

Business Telephone: 772-794-4100 Home: _____ Fax: _____

E-mail address: Melibe.Thomas@Kimley-Horn.com

Name of Property Owner: Joseph Denis Dania Live 1748 II, LLC

Address of Property Owner: 6060 Piedmont Row Drive South, Charlotte NC 28287

Business Telephone: 704-362-6112 Home: n/a Fax: n/a

Explanation of Request: Site Plan Submittal for Phase 1 & 2 Office
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: 6.09 AC Gross Acreage: _____ Prop. Square Footage: 452,763 SF

Existing Use: vacant office parcel on mixed-use Proposed Use: office

Is property owned individually, by a corporation, association, or a joint venture? Limited Liability Company

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 Kimley Horn and Associates, Inc. (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

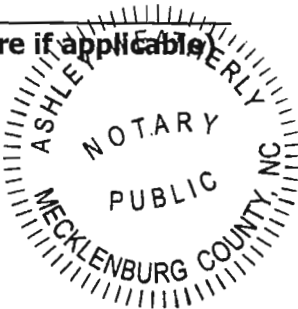
By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 8th DAY OF November, 2018

By:
Joseph Demis
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of North Carolina)



Personally known ☒ or Produced Identification _____

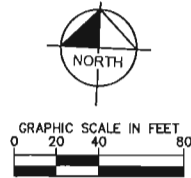
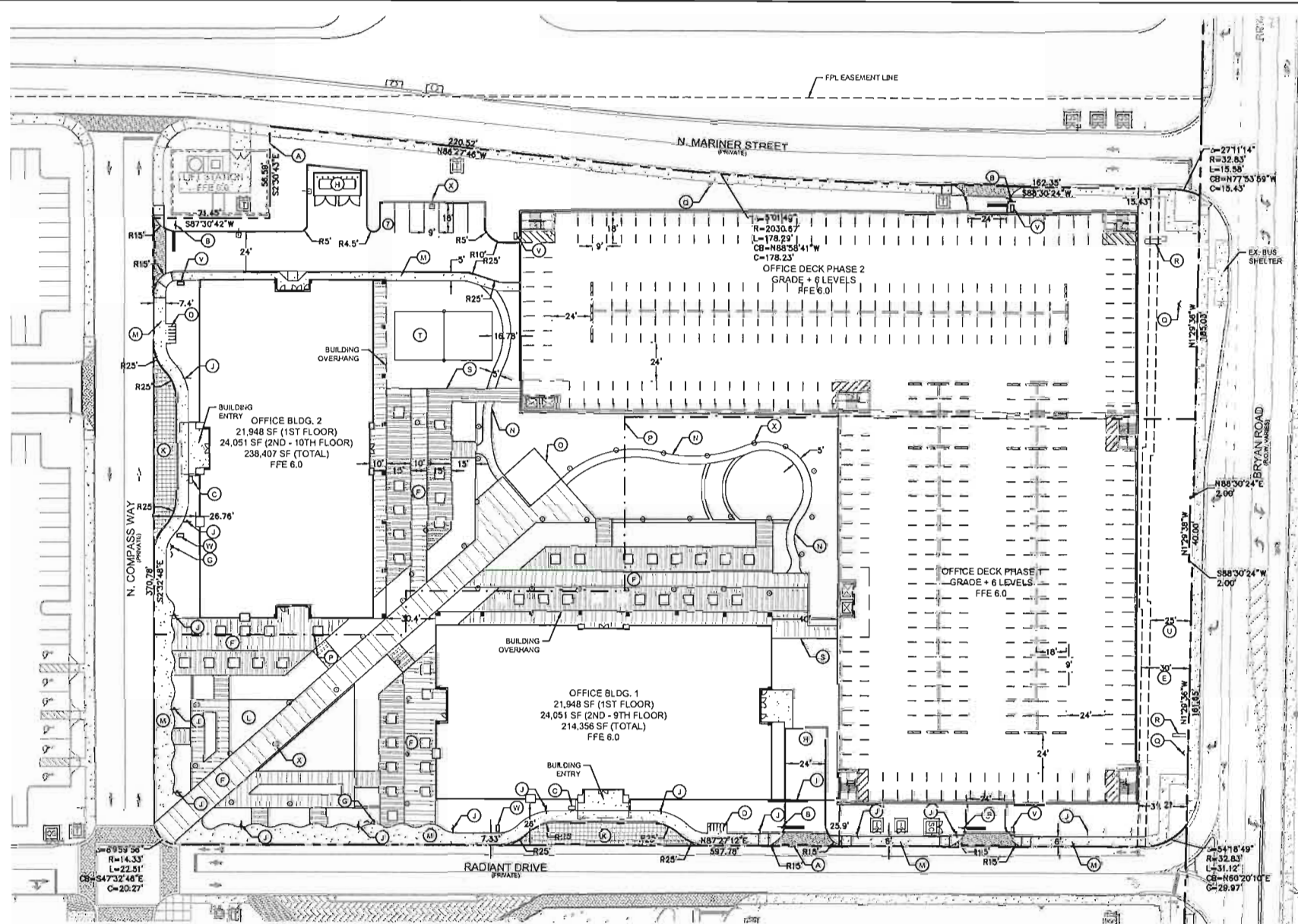
Type of identification produced: _____ or Drivers License _____

*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.**

Drawn By: MCK, LIZ Sheet: S01-Dania Pointe - Office Layout-C-400 SITE PLAN January 02, 2019 03:22:46pm K:\VRB\DEV\147337007-Dania Pointe\Drawings\CAD\PlanSheets\OFFICE\C-400 SITE PLAN.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and/or infringement of this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND

- (A) PROPERTY LINE
- (B) 30' STOP SIGN (R1-1) WITH 24" WHITE STOP BAR (TYP.)
- (C) MAIL RECEPTACLE
- (D) BIKE RACK (TYP.) (SEE DETAIL SHEET C-520)
- (E) MINIMUM LANDSCAPE BUFFER
- (F) PATHWAY (SEE HARDSCAPE PLANS FOR TREATMENT)
- (G) FIRE HYDRANT
- (H) TRASH COLLECTION AREA
- (I) FENCE WITH SLIDING GATE (REFER TO ARCH. PLANS)
- (J) NO PARKING - FIRE LANE SIGN (R53)
- (K) OROPOFF AREA, NO PARKING
- (L) FOUNTAIN OR WATER FEATURE (TO BE DETERMINED)
- (M) CONCRETE SIDEWALK (SEE DETAIL SHEET C-520)
- (N) GARDEN PATH (REFER TO HARDSCAPE PLANS)
- (O) EVENT PAVILION
- (P) PHASE LINE
- (Q) EX. FIRE HYDRANT
- (R) DEVELOPER'S SIGNAGE
- (S) COVERED WALKWAY
- (T) SAND VOLLEYBALL COURT
- (U) MINIMUM BUILDING SETBACK
- (V) VEHICULAR DIRECTIONAL SIGNAGE (INTERVAL, NOT REGULATED)
- (W) MONUMENT SIGN
- (X) SITE LIGHTING (TYP.)

OFFICE SITE DATA

LOCATION:	SECTION 33, TOWNSHIP 50 S, RANGE 42 E			
ADDRESS:	N. COMPASS WAY DANIA BEACH, FLORIDA 33004			
EXISTING ZONING:	PMUD			
LAND USE:	REGIONAL ACTIVITY CENTER (RAC)			
OFFICE TOTAL SITE AREA:	265,148 SF	6.09 AC		
PHASE 1 AREA:	133,072 SF	3.06 AC		
PHASE 2 AREA:	132,074 SF	3.03 AC		
MAX. BUILDING HEIGHT OFFICE	208'-0" (20 STORIES)	PROPOSED 150'-0" (15 STORIES)	USE OFFICE	BLOCK VII
MIN. LOT AREA, DEPTH, WIDTH: N/A				
OPEN SPACE AREA OFFICE: 70,702 SF (1.62 AC) = 26.50%				
LOT COVERAGE (PHASE 1)	133,072 SF	3.06 AC	100.00%	
BUILDING AREA	21,948 SF	0.50 AC	16.34%	
PARKING GARAGE	44,560 SF	1.03 AC	33.66%	
IMPERVIOUS AREA	31,707 SF	0.73 AC	23.85%	
PERVIOUS AREA	34,837 SF	0.80 AC	26.15%	
OVERALL LOT COVERAGE FOR PHASE 1: 2.26 AC (73.65%)				
LOT COVERAGE (PHASE 2)	132,074 SF	3.03 AC	100.00%	
BUILDING AREA	21,948 SF	0.50 AC	16.50%	
PARKING GARAGE	47,636 SF	1.10 AC	36.31%	
IMPERVIOUS AREA	26,845 SF	0.61 AC	20.13%	
PERVIOUS AREA	35,845 SF	0.82 AC	27.06%	
OVERALL LOT COVERAGE FOR PHASE 2: 2.21 AC (72.94%)				
-MAX. ALLOWED IMPERVIOUS (BLDG. & IMPERVIOUS) = 90% (OVERALL DANIA POINTE)				
BUILDING SETBACKS	REQUIRED	PROVIDED		
FRONT (COMPASS WAY/VESTY)	N/A	N/A		
FRONT (RADIANT DRIVE/SOUTH)	N/A	N/A		
SIDE (BRYAN ROAD/EAST)	25' MIN.	31.21'		
REAR (N. MARINER ST/NORTH)	N/A	N/A		
*SETBACKS MEASURED FROM FACE OF CURB				
LANDSCAPE BUFFER	REQUIRED	PROVIDED		
NORTH	N/A	N/A		
SOUTH	N/A	N/A		
EAST (TYPE 3 - 30' WIDE)	30' MIN.	31.21'		
WEST	N/A	N/A		
PHASE 1 PARKING SUMMARY	REQUIRED	PRKG. PROVIDED		
STANDARD	858	858		
ACCESSIBLE	18"	18" (IN GARAGE)		
BIKE CYCLE SPACES	26	45****		
** 18 SPACES REQUIRED BASED ON TOTAL REQUIRED PARKING PER ADA CODE				
**** 15 SPACES PROVIDED ON-SITE AND 30 SPACES WILL BE PROVIDED IN GARAGE				
PHASE 2 PARKING SUMMARY	REQUIRED	PRKG. PROVIDED		
STANDARD	954	1,945		
ACCESSIBLE	20"	20" (IN GARAGE)		
BIKE CYCLE SPACES	59	73****		
**26 SPACES REQUIRED BASED ON TOTAL REQUIRED PARKING PER ADA CODE				
**** 15 SPACES PROVIDED ON-SITE AND 60 SPACES WILL BE PROVIDED IN GARAGE				
PARKING CALCULATION:				
OFFICE (PHASE 1) = 4 SPACES PER 1000 SF = (4 SP/1000 SF) 214,356 SF**** = 858 SPACES				
OFFICE (PHASE 2) = 4 SPACES PER 1000 SF = (4 SP/1000 SF) 236,407 SF**** = 945 SPACES				
****INCLUDES ALL FLOORS OF OFFICE BUILDINGS				
OFFICE BIKE CYCLE PARKING = 3% OF TOTAL PARKING = 26 BIKE CYCLE SPACES (PHASE 1)				
= 59 BIKE CYCLE SPACES (PHASE 2)				

NOTES:

- REFER TO PAVING, GRADING AND DRAINAGE DETAILS SHEET C-520 FOR PAVEMENT AND STRIPING DETAILS.
- REFER TO LANDSCAPE PLANS FOR LANDSCAPE DETAILS.
- ALL STRIPING ON ROADWAYS AND DRIVE AISLE (STOP BARS, CROSSWALKS, CENTER LANE STRIPING) SHALL BE THERMOPLASTIC.
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- PHASE 1 OF THE PROJECT IS EXPECTED TO BEGIN CONSTRUCTION IN FALL OF 2019 AND END IN THE WINTER OF 2020. PHASE 2 OF THE PROJECT IS EXPECTED TO BEGIN AT THE BEGINNING OF 2021 AND END IN THE SUMMER OF 2022.

FLOOD ZONE INFORMATION:

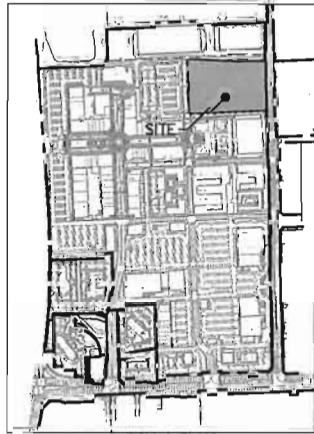
ZONE AE, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 12011C0566H, EFFECTIVE DATE SEPTEMBER 14, 2018. BASE FLOOD ELEVATION IS 4.0.

BLOCK SUMMARY

	PHASE I	PHASE II
BLOCK I: COMMERCIAL OFFICE	0 SF	0 SF
BLOCK III: COMMERCIAL OFFICE	243,158 SF	0 SF
BLOCK IV: COMMERCIAL RESIDENTIAL OFFICE	81,945 SF	264 UNITS
BLOCK V: COMMERCIAL OFFICE	67,496 SF	0
BLOCK VI: COMMERCIAL OFFICE	65,586 SF	0
BLOCK VII: COMMERCIAL RESIDENTIAL OFFICE	452,763 SF	0
BLOCK VIII: COMMERCIAL RESIDENTIAL OFFICE	0	0
BLOCK IX: COMMERCIAL RESIDENTIAL OFFICE	34,702 SF	0
BLOCK X: COMMERCIAL RESIDENTIAL OFFICE	350 ROOMS	0

DEVELOPMENT BREAKDOWN

USE	DOG MAX. ALLOWED	PLAT MAX. ALLOWED	PHASE I	PHASE II	RESID.	OFFICE	DOG REMAINING	PLAT REMAINING
COMMERCIAL	1,125,000 SF	937,260 SF	323,902 SF	477,972 SF	0	0	323,128 SF	135,368 SF
OFFICE:	1,000,000 SF	506,000 SF	0	452,763 SF	0	0	53,237 SF	53,237 SF
HOTEL ROOMS	400 ROOMS	350 ROOMS	0	350	0	0	50 ROOMS	0 ROOMS
RESIDENTIAL UNITS	1,400 UNITS	1,000 UNITS	0	0	264	0	1,136 UNITS	736 UNITS



SIGNAGE/MARKING LEGEND

- 12'X18" ACCESSIBLE PARKING SIGN (FTP-20-06)
- 5'X12" ACCESSIBLE PARKING PENALTY SIGN (FTP-22-06)
- 30'X30" STOP SIGN (R1-1)
- 12'X18 NO PARKING - FIRE LANE SIGN (R53)

Kimley»Horn

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445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000686

KEVIN M. ROBERSON
LICENSE No. 52074
STATE OF FLORIDA
PROFESSIONAL ENGINEER

KHA PROJECT 147659000
DATE 11/15/2018
SCALE AS SHOWN
DESIGNED BY ESM
DRAWN BY ESM
CHECKED BY KMR

SITE PLAN

DANIA POINTE PHASE II
OFFICE
PREPARED FOR
INTEGRA
CITY OF DANIA BEACH
FLORIDA

SHEET NUMBER
C-400

1/3/19 ESM
DATE
BY

AGENCY COMMENTS
REVISIONS
No.

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTORS SHOULDN'T INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.

CALL 48 HOURS BEFORE YOU DIG

IT'S THE LAW! DIAL 811

Know what's below. Call before you dig.

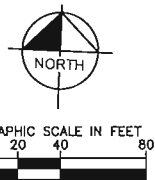
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

1. ROOF DRAINAGE CONNECTIONS TO THE UNDERGROUND STORMWATER DRAINAGE SYSTEM WILL BE SHOWN ON THE CONSTRUCTION PLANS WHEN THE BUILDING TIE-IN LOCATIONS ARE DESIGNED.

1. ROOF DRAINAGE CONNECTIONS TO THE UNDERGROUND STORMWATER DRAINAGE SYSTEM WILL BE SHOWN ON THE CONSTRUCTION PLANS WHEN THE BUILDING TIE-IN LOCATIONS ARE DESIGNED.

 - DRAINAGE WELL
 - DRAINAGE MANHOLE
 - DRAINAGE MANHOLE WITH WEIR
 - DRAINAGE INLET
 - DRAINAGE INLET WITH WEIR
 - CURB INLET
 - CURB INLET WITH WEIR
 - ONE WALLED WEIR
 - TWO WALLED WEIR
 - EXFILTRATION PIPE
 - PROPERTY LINE
 - RIGHT OF WAY
 - CLEAN OUT
 - STORM DRAIN
 - YARD DRAIN

SD = STORM DRAIN
YD = YARD DRAIN



CONTRACTOR TO CONSTRUCT DRAINAGE STRUCTURES WITH USF GRATES, RIMS AND COVERS AS CALLED OUT OR APPROVED EQUIV. SHOP DRAWINGS ARE TO BE PROVIDED TO ENGINEER FOR APPROVAL PRIOR TO ORDERING OR CONSTRUCTING ANY STRUCTURES

2. CONTRACTOR TO REFER TO FOOT DESIGN STANDARD (AND NOT LIMITED TO) IDEKS200, 201, 210, 211, 214, 232 & 233 FOR MANHOLE, INLET AND GRATE SPECIFICATIONS

3. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED WITH HEAVY DUTY H-20 RATED TRAFFIC RIMS AND GRATES.

4. CONTRACTOR TO VERIFY ALL EXISTING UTILITY RINGS AND COVERS ON SITE ARE HEAVY DUTY TRAFFIC RATED. CONTRACTOR TO REPLACE DEFICIENT RINGS AND COVERS WITH HEAVY DUTY TRAFFIC RATED RINGS AND COVERS. CONTRACTOR TO ADJUST RISE ELEVATIONS OF ANY UTILITIES THAT CHANGE IN ELEVATION DURING CONSTRUCTION.

5. ALL CLEAN-OUT COVERS SHOULD BE SAVED FOR HEAVY DUTY TRAFFIC.

6. ROOF DRAIN CONNECTIONS TO DRAINAGE PIPE SHALL BE AS FOLLOWS:

A. FOR 1/2" OR 1/2 CORRUGATED POLYETHYLENE DRAINAGE PIPE USE ADS DUAL WALL FABRICATED REDUCING SADDLE TEE 4"x3" 24" DIAMETER INSERT TEE (OR APPROVED EQUIV.)

B. FOR 2" DRAINAGE PIPE MAKE CONNECTION PER FDOT INLET 280, CONCRETE COLLAR FOR JOINTING MANHOLE PIPE AND STUB PIPE DETAIL.

C. NOTIFY CONSULTANT FOR CONNECTION METHOD TO STEEL PIPE.

7. ALL DRAINAGE PIPE JOINTS SHALL BE FILTER FABRIC WRAPPED PER FDOT INLET #280. ALL DRAINAGE PIPE JOINTS NEED TO BE FILTER FABRIC WRAPPED REGARDLESS OF MATERIAL.

8. STORM DRAIN PIPE SHALL BE AS FOLLOWS:

A. RCP CLASS III PER ASTM C-76

B. CORRUGATED POLYETHYLENE PIPE PER ASTM 1008 JOINTS SHALL BE WATER TIGHT

C. ANY TYPE OF PIPE USES AND COVERS, CONTRACTOR TO APPROVE BY LOCAL AUTHORITIES. CONTRACTOR SHALL SELECT THE MOST ECONOMICAL PRODUCT.

D. PIPE WITHIN EXPLORATION TRENCH TO BE HIGH DENSITY POLYETHYLENE (HDPE) FOR DETAIL SEE SHEET C-530.

9. ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON NAVD 1988.

10. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURES AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.

11. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE.

12. EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.

13. PRECAST STRUCTURES MAY BE USED AS CONTRACTORS OPTION.

14. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATER TIGHT.

15. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND, SHALL BE AFFRAC BEARING. IN UNPAVED AREAS, ALL PAVED AREAS SHALL BE 4" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER".

16. CONTRACTOR TO FLOUSH AND VACUUM OUT-ON-SITE STORM WATER SYSTEM UPON COMPLETION OF PROPOSED WORK.

17. HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS,

17-A. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C.

17-B. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.

17-C. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C., THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.

17-D. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0606(2), F.S., AND RULE 616-6.002, F.A.C.

18. VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, AND RECLAIMED WATER PIPELINES,

18-A. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR VACUUM-TYPE SANITARY SEWER, SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAID THE WATER MAIN ABOVE THE OTHER PIPELINE.

18-B. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST TEN FEET ABOVE THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAID THE WATER MAIN ABOVE THE SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER MANHOLES

19. SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER MANHOLES

19-1. NO WATER MAIN SHALL PASS THROUGH, OR COME INTO CONTACT WITH ANY PART OF A SANITARY SEWER MANHOLE.

19-2. EFFECTIVE AUGUST 26, 2007, WATER MAINS SHALL NOT BE CONSTRUCTED OR ALTERED TO PASS THROUGH OR INTO CONTACT WITH, ANY PART OF A STORM SEWER MANHOLE OR INLET STRUCTURE.

20. SEPARATION BETWEEN FIRE HYDRANT DRAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS,

20-A. NEW OR RELOCATED FIRE HYDRANTS WITH UNDERGROUND DRAINS SHALL BE LOCATED SO THAT THE DRAINS ARE AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C., AT LEAST THREE FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER; AT LEAST SIX FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED GRAVITY-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C., AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0606(2), F.S., AND RULE 616-6.002, F.A.C.

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.

CALL 48 HOURS
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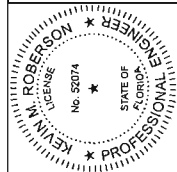
Know what's below.
Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

DATUM NOTE:
THE VERTICAL DATUM USED FOR THIS PROJECT IS NAVD 1988.
U.S. SURVEY FEET.

Kimley»»Horn

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445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000596



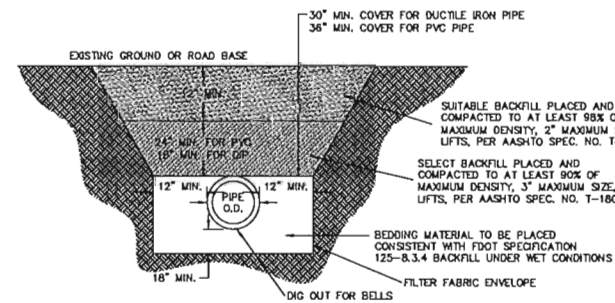
KHA PROJECT	SCALE AS SHOWN
147659000	DESIGNED BY ESM
DATE	DRAWN BY ESM
11/15/2018	CHECKED BY KMR

DRAINAGE PLAN

DANIA POINTE PHASE II
OFFICE
PREPARED FOR
INTEGRA
CITY OF DANIA BEACH
FLORIDA

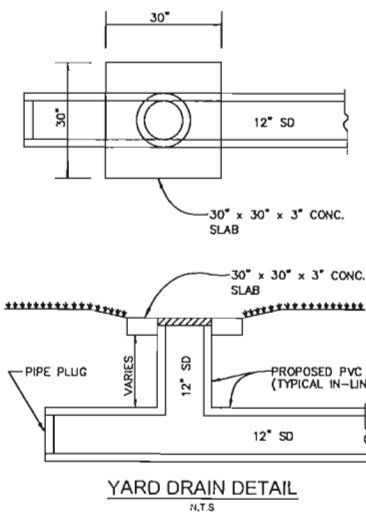
SHEET NUMBER
C-500

CITY OF DANIA BEACH
FLORIDA

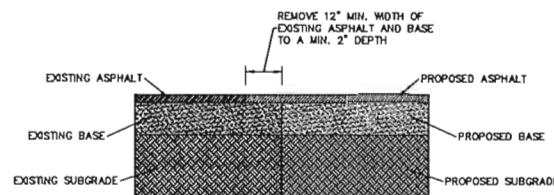


- NOTES:
1. BEDDING MATERIAL TO BE PLACED CONSISTENT WITH FOOT SPECIFICATION 125-8-3.4 BACKFILL UNDER WET CONDITIONS.
2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES.
3. BACKFILL SHALL BE FREE OF UNSUITABLE MATERIAL SUCH AS LARGE ROCK, MUCK AND DEBRIS.
4. ALL WORK SHALL CONFORM TO STATE OF FLORIDA TRENCH SAFETY ACT.
5. ALL WORK SHALL CONFORM TO FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION 125-8-3.4 BACKFILL UNDER WET CONDITIONS.
6. ALL WORK SHALL CONFORM TO BROWARD COUNTY WATER & WASTEWATER ENGINEERING DIVISION MINIMUM INSTALLATION AND TESTING REQUIREMENTS. MINIMUM COVER FOR DUCTILE IRON PIPE IS 36 INCHES. THE MINIMUM COVER FOR PVC PIPE IS 36 INCHES.

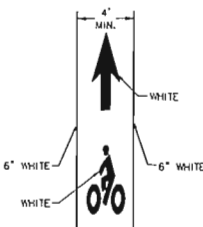
BACKFILL UNDER WET CONDITIONS



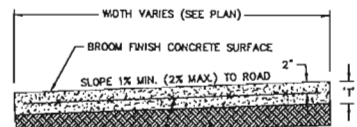
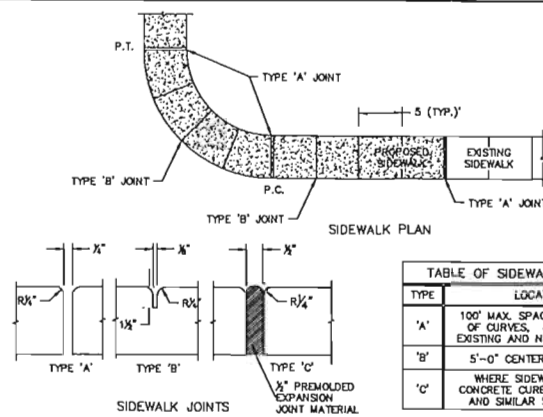
DRAIN DETAIL



SAW-CUT
N.T.S.



BIKE LANE STRIPING

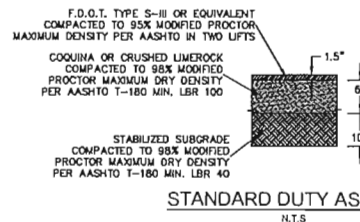


STANDARD CROSS SECTION

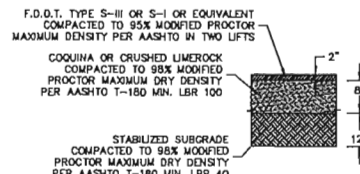
TYPE	LOCATION
'A'	100' MAX. SPACING, P.C./P.T. OF CURVES, JUNCTION OF EXISTING AND NEW SIDEWALKS.
'B'	5'-0" CENTER TO CENTER
'C'	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS AND SIMILAR STRUCTURES.

LOCATION	"T"
PEDESTRIAN ONLY AREAS	4"
DRIVEWAYS AND OTHER TRAFFIC AREAS	6"

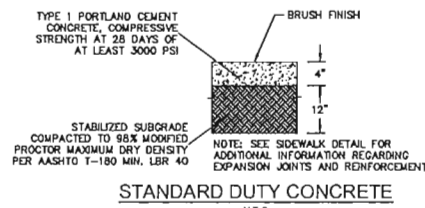
NOTE:
ALL SIDEWALK STREET CROSSINGS MUST MEET THE
REQUIREMENTS OF THE AMERICAN DISABILITIES ACT
(ADA) COMPLIANCE GUIDE. TRANSITIONS FROM RAMP
TO WALKS, GUTTERS, OR STREETS SHALL BE FLUSH
AND FREE OF ABRUPT CHANGES.



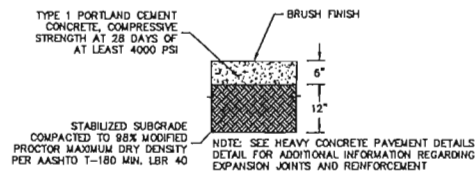
STANDARD DUTY ASPHALT



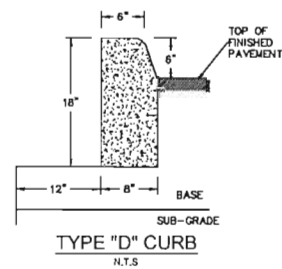
HEAVY DUTY ASPHALT
N.T.S.



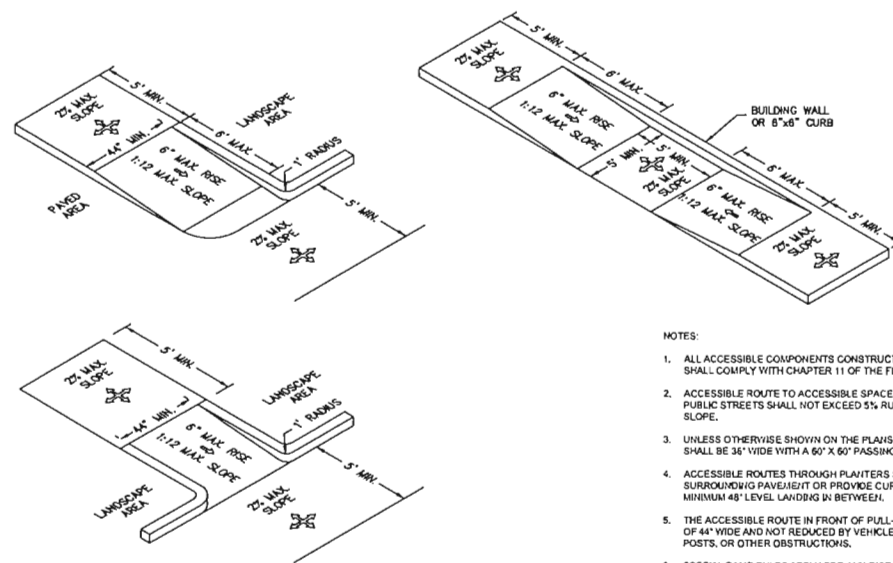
STANDARD DUTY CONCRETE



HEAVY DUTY CONCRETE
N.T.S



TYPE "D" CURB
N.T.S



- NOTES:**
1. ALL ACCESSIBLE COMPONENTS CONSTRUCTED AS PART OF THESE PLANS SHALL COMPLY WITH CHAPTER 11 OF THE BUILDING CODE.
 2. ACCESSIBLE ROUTE TO ACCESSIBLE SPACES, BUILDING ENTRANCES, AND PUBLIC STREETS SHALL NOT EXCEED 5% RUNNING SLOPE AND 2% CROSS SLOPE.
 3. UNLESS OTHERWISE SHOWN ON THE PLANS, THE MINIMUM CLEAR FOOT SHALL BE 36" WIDE WITH A 60" X 60" PASSING SPACE EVERY 200 FEET.
 4. ACCESSIBLE ROUTES THROUGH PLANTERS SHALL BE LEVEL WITH THE SURROUNDING PAVEMENT OR PROVIDE CURB RAMPS AT EACH END WITH A MINIMUM 4% LEVEL LANDING IN BETWEEN.
 5. THE ACCESSIBLE ROUTE IN FRONT OF FULL-IN PARKING SHALL BE A MINIMUM OF 44" WIDE AND NOT REDUCED BY VEHICLE OVERHANGS, CURBING, SIDE POTS, OR OTHER OBSTRUCTIONS.
 6. SPECIAL RAMP RULES APPLY FOR ANY RISE GREATER THAN 1/4" INCLUDING, BUT NOT LIMITED TO RESTRICTION ON SLOPE, TOTAL RISE BETWEEN LANDINGS AND USE OF HANDRAILS, PER F.B.C. 11-4.8.
 7. PUBLIC SIDEWALK CURB RAMPS CONSTRUCTED WITHIN A PUBLIC RIGHT-OF-WAY, IN ABSENCE OF LOCAL ROADWAY GUIDELINES, SHALL MEET THE REQUIREMENTS OF F.D.O.T. INDEX 304.
 8. CHANGE IN LEVEL, ALONG ACCESSIBLE ROUTE IS NOT TO EXCEED 1/4" WITHOUT A RAMP PER SECTION 11-4.2.3.

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.

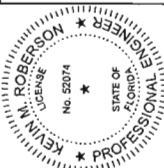
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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Kimley»»Horn



KHA PROJECT 147659000	DATE 11/15/2018	SCALE AS SHOWN	DESIGNED BY ESM	DRAWN BY ESM	CHECKED BY KMR
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PAVING, GRADING AND DRAINAGE DETAILS

DANIA POINTE PHASE II
OFFICE
PREPARED FOR
INTEGRA

SHEET NUMBER
C-520

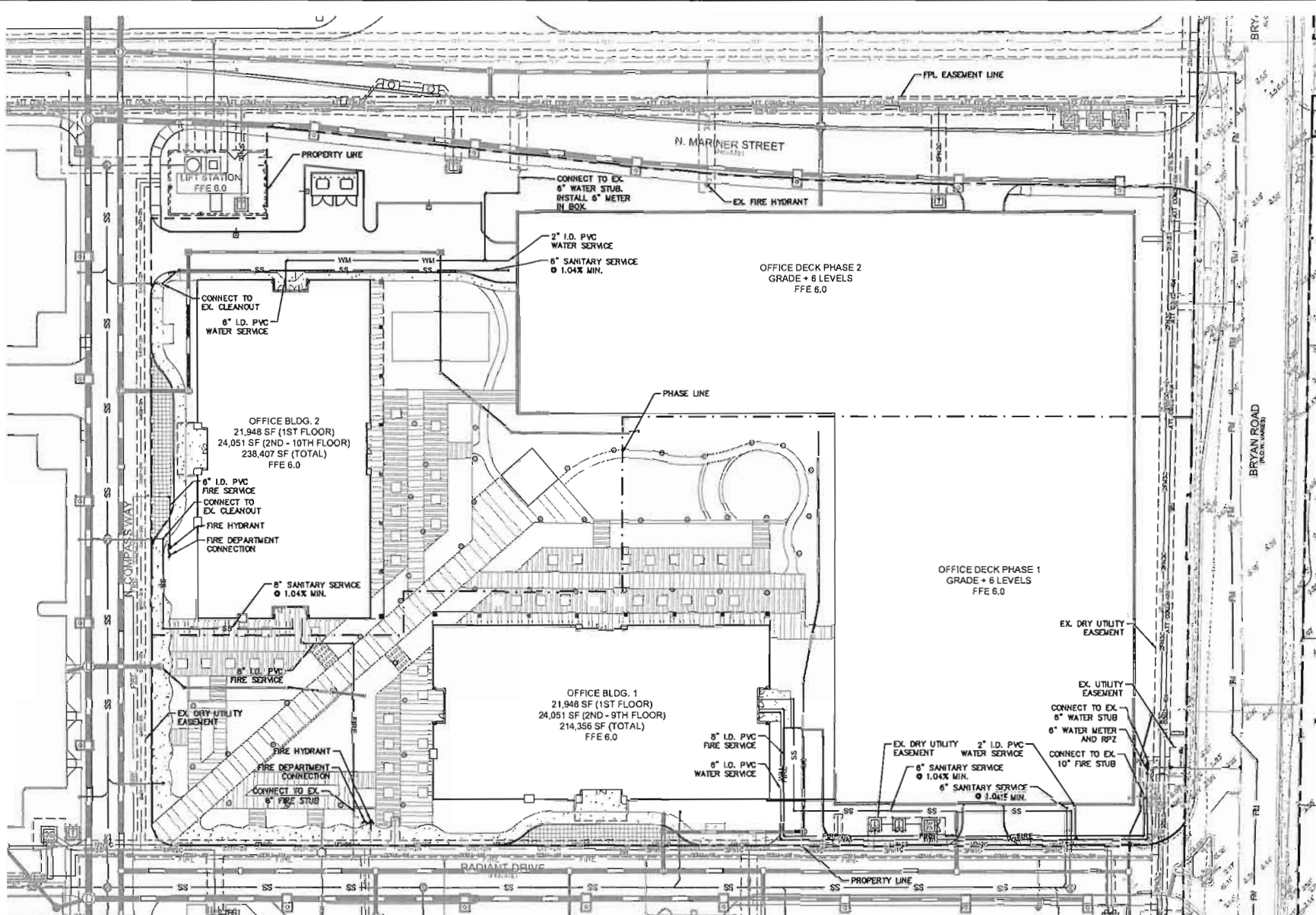
FLORIDA

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Printed By: Media, Lp - Sheet: Sati Davis, Public - Office Layout: C-600 UTILITY PLAN January 02, 2019 03:23:41pm K:\VBB_LDE\14737002_Davis_Business\CAO\Plan\Sheet\OFFICE-C-600 UTILITY PLAN.dwg
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WATER AND SEWER UTILITY NOTES

- ALL CONSTRUCTION SHALL MEET OR EXCEED THE LOCAL WATER AND SEWER REQUIREMENTS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS UNLESS OTHERWISE NOTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE SPECIFICATIONS AND DETAILS FROM THE LOCAL AGENCY.
- THE CONTRACTOR SHALL CONSTRUCT GRAVITY SEWER LATERALS, MANHOLES GRAVITY SEWER LINES, FORCE MAIN, AND DOMESTIC WATER AND FIRE PROTECTION SYSTEM AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, MACHINERY, TOOLS, MEANS OF TRANSPORTATION AND LABOR NECESSARY TO COMPLETE THE WORK IN FULL AND COMPLETE ACCORDANCE WITH THE SHOWN, DESCRIBED AND REASONABLY INTENDED REQUIREMENTS OF THE CONTRACT DOCUMENTS AND JURISDICTIONAL AGENCY REQUIREMENTS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
- DEFLECTION OF PIPE JOINTS AND CURVATURE OF PIPE SHALL NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS. SECURELY CLOSE ALL OPEN ENDS OF PIPE AND FITTINGS WITH A WATER-TIGHT PLUG WHEN WORK IS NOT IN PROGRESS. THE INTERIOR OF ALL PIPES SHALL BE CLEAN AND JOINT SURFACES WIPED CLEAN AND DRY AFTER THE PIPE HAS BEEN LOWERED INTO THE TRENCH. VALVES SHALL BE PLUMB AND LOCATED ACCORDING TO THE PLANS.
- ALL PHASES OF INSTALLATION, INCLUDING UNLOADING, TRENCHING, LAYING AND BACK FILLING, SHALL BE DONE IN A FIRST CLASS WORKMANLIKE MANNER. ALL PIPE AND FITTINGS SHALL BE CAREFULLY STORED FOLLOWING MANUFACTURER'S RECOMMENDATIONS. CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE COATING OR LINING OF ANY D.I. PIPE FITTINGS. ANY PIPE OR FITTING WHICH IS DAMAGED OR WHICH HAS FLAWS OR IMPERFECTIONS WHICH, IN THE OPINION OF THE ENGINEER OR OWNER, RENDER IT UNFIT FOR USE, SHALL NOT BE USED. ANY PIPE NOT SATISFACTORY FOR USE SHALL BE CLEARLY MARKED AND IMMEDIATELY REMOVED FROM THE JOB SITE, AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLES BEING BROUGHT ON SITE.
- ALL UTILITY AND STORM DRAIN TRENCHES LOCATED UNDER AREAS TO RECEIVE PAVING SHALL BE COMPLETELY BACK FILLED IN ACCORDANCE WITH THE GOVERNING JURISDICTIONAL AGENCY'S SPECIFICATIONS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
- CONTRACTOR SHALL PERFORM AT HIS OWN EXPENSE, ANY AND ALL TESTS REQUIRED BY THE SPECIFICATIONS AND/OR ANY AGENCY HAVING JURISDICTION. THESE TESTS MAY INCLUDE, BUT MAY NOT BE LIMITED TO, INFILTRATION AND EXFILTRATION, TELEVISION INSPECTION AND A MANHOLE TEST ON GRAVITY SEWER. A COPY OF THE TEST RESULTS SHALL BE PROVIDED TO THE UTILITY PROVIDER, OWNER AND JURISDICTIONAL AGENCY AS REQUIRED.
- ALL SANITARY MANHOLE TOPS ARE TO READ "SANITARY".
- ALL PIPES AND CONNECTIONS ARE TO BE RESTRAINED IN ACCORDANCE WITH THE DETAILS ENCLOSED HEREIN.
- ALL LINES LABELED "FIRE" SHALL BE INSTALLED BY A CERTIFIED FIRE SPRINKLER INSTALLER.
- ALL POTABLE WATER PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT WILL BE COLOR CODED OR MARKED IN ACCORDANCE WITH F.A.C. 62-555.329(2)(b)3. USING BLUE AS THE PREDOMINANT COLOR. UNDERGROUND PLASTIC PIPE WILL BE SOLID-WALL BLUE PIPE WITH HAVE A CO-EXTRUDED BLUE EXTERIOR SKIN. OR WILL BE WHITE OR BLACK WITH BLUE STRIPES INCORPORATED INTO, OR APPLIED TO, THE PIPE WALL. PIPE STRIPES DURING THE MANUFACTURING OF THE PIPE WILL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE OR PAINT IS USED TO STRIPE PIPE DURING AND AFTER INSTALLATION OF THE PIPE, THE TAPE OR PAINT WILL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE. FOR PIPE WITH AN INTERNAL DIAMETER OF 24" OR GREATER, TAPE OR PAINT WILL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. ABOVEGROUND PIPE WILL BE PAINTED BLUE OR WILL BE COLOR CODED OR MARKED LIKE UNDERGROUND PIPE.
- FIRE HYDRANT ASSEMBLY PAY ITEM INCLUDES 6" GATE VALVE AND 6" DIP PIPING FROM TEE TO HYDRANT. 6" PIPE LENGTH VARIES AT EACH FIRE HYDRANT LOCATION.
- CONTRACTOR TO FURNISH AND INSTALL NECESSARY FITTINGS AND PIPE AS REQUIRED TO CONNECT FIRE MAIN AND WATER SERVICE TO BUILDINGS.
- CONTRACTOR TO NOTE THAT THERE ARE SEPARATE RESTRAINT TABLES SHOWN ON THE PLANS. ONE IS FOR THE WATER MAIN AND ONE IS FOR THE FIRE MAIN.
- ALL FIRE MAIN PIPES, MATERIALS, FITTINGS, RESTRAINTS AND DEVICES SHALL BE IN ACCORDANCE WITH NFPA 24 FOR PRIVATE FIRE MAIN CONSTRUCTION.
- ALL FIRE MAIN PIPING AND ATTACHED APPURTENANCES SUBJECT TO SYSTEM WORKING PRESSURE SHALL BE HYDROSTATICALLY AT 200 PSI AND SHALL MAINTAIN THAT PRESSURE AT +.5PSI FOR 2 HOURS (NFPA 24-10.2.2.1)
- HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.
 - NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C.
 - NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.
 - NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.
 - NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.006(5), F.S., AND RULE 64E-6.002, F.A.C.
- VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, AND RECLAIMED WATER PIPELINES.
 - SANITARY SEWER SYSTEMS AND/OR RECLAIMED WATER MAINS SHALL CROSS UNDER POTABLE WATER MAINS WHENEVER PHYSICALLY POSSIBLE. SANITARY SEWER SYSTEMS AND/OR RECLAIMED WATER MAINS CROSSING BELOW POTABLE WATER MAINS SHALL BE LAID TO PROVIDE A PREFERRED VERTICAL SEPARATION DISTANCE OF 12 INCHES (MINIMUM 6" FOR GRAVITY/RECLAIMED MAIN) BETWEEN THE INVERT OF THE POTABLE WATER MAIN AND THE CROWN OF THE LOWER PIPE.
- SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER MANHOLES
 - NO WATER MAIN SHALL PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A SANITARY SEWER MANHOLE.
 - EFFECTIVE AUGUST 28, 2000, WATER MAINS SHALL NOT BE CONSTRUCTED OR ALTERED TO PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A STORM SEWER MANHOLE OR WILEY STRUCTURE.
- SEPARATION BETWEEN FIRE HYDRANT DRAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.
 - NEW OR RELOCATED FIRE HYDRANTS WITH UNDERGROUND DRAINS SHALL BE LOCATED SO THAT THE DRAINS ARE AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C. AT LEAST THREE FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER, AT LEAST SIX FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED GRAVITY-OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C. AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.006(5), F.S., AND RULE 64E-6.002, F.A.C.
- FOR FIRE CROSSINGS WITH UTILITIES, CONTRACTOR TO USE (4) 45° BENDS FOR DEFLECTION. MAINTAIN 36" COVER OVER WATER FIRE.
- FOR WATER CROSSINGS WITH UTILITIES, CONTRACTOR TO CROSS OVER UTILITIES WITH A MINIMUM SEPARATION WHILE MAINTAINING MINIMUM COVER REQUIREMENTS, WHERE MINIMUM COVER IS NOT MET, CONTRACTOR TO CROSS WATER SERVICE UNDER OTHER UTILITY WITH A MINIMUM SEPARATION OF 12 INCHES.



UTILITIES WILL BE STUBBED INTO OFFICE SITE BY KIMCO. INTEGRA CONTRACTOR WILL BE RESPONSIBLE TO REMOVE CAPS AND EXTEND TO BUILDING.

UTILITY LEGEND

- | | |
|---------|------------------------------|
| --- | PROPERTY / RIGHT-OF-WAY LINE |
| --- | UTILITY EASEMENT |
| WM | WATER MAIN (W/M) |
| FIRE | FIRE MAIN |
| SS | SANITARY SEWER MAIN |
| FSM | SANITARY FORCE MAIN |
| BT | BURIED TELEPHONE |
| GE | GAS MAIN |
| DOCV | DOCK |
| WM | WATER METER AND BFP |
| FH | FIRE HYDRANT |
| FD | FDC |
| SP | SAMPLE POINT |
| GV | GATE VALVE |
| 90° | 90° BEND |
| 45° | 45° BEND |
| 22.5° | 22.5° BEND |
| 11.25° | 11.25° BEND |
| TEE | TEE |
| REDUCER | REDUCER |
| PLUG | PLUG |
| GT | GREASE TRAP |
| SM | SEWER MANHOLE |
| TR | TRANSFORMER |
| SC | SWITCH CABINET |
| PIV | POST INDICATOR VALVE |
| DW | DRAINAGE WELL |
| LW | LIGHT POLE |

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.

CALL 48 HOURS BEFORE YOU DIG

IT'S THE LAW! DIAL 811

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811

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

DANIA POINTE PHASE II
OFFICE
PREPARED FOR
INTEGRA
CITY OF DANIA BEACH
FLORIDA

SHEET NUMBER
C-600

Kimley-Horn
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KIM PROJECT
147659000
DATE
11/15/2018
SCALE
AS SHOWN
DESIGNED BY
ESM
DRAWN BY
ESM
CHECKED BY
KMR

UTILITY PLAN

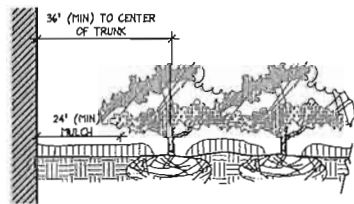
NO.	REVISIONS	DATE	BY

Plotted By: Alacide, Aurora Shovel Set/Dania Pointe - Office Layout: L-150 LANDSCAPE SCHEDULE AND DETAILS December 20, 2018 04:40:55pm K:\CVRG\URG Vero Beach\Dania Pointe\Landscapes\CADD\PlantSchedules\1-100 LANDSCAPE PLAN.dwg
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PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT.	GAL.	SIZE	NATIVE
BA	4	BULNESIA ARBOREA / VERAWOOD	F6	5" GAL.	14HT X 6"SPR	
BS	20	BURSERIA SIMARUBA / GUMBO LIMBO	CONT.	5" GAL.	14' HT X 6" SPR	YES
C60	48	CAESALPINIA GRANADILLO / BRIDAL VEIL TREE	B & B		12'-14' HT	
CS	12	CONOCARPUS ERECTUS 'SERICEUS' / SILVER BUTTWOOD SINGLE TRUNK	CONT.	2.5" GAL.	10HT X 3"SPR	YES
J	12	JATROPHA INTEGERRIMA / JATROPHA 8 TRUNKS MIN. PRUNE TO 5' CT	CONT.	MULTI	3-6' OA	
QV	15	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK	CONT.	5.5" GAL.	16HT X 6"SPR	YES
TC	10	TABERNA CARAIBA / SILVER TRUMPET CHARACTER SPECIMAN	CONT.	2" GAL.	10'-12' OA	
CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT.	GAL.	SIZE	NATIVE
PH	16	PHOENIX DACTYLIFERA 'MEDJOL' / MEDJOL DATE PALM MATCHING HEIGHTS	F.S.		18' CT	
RR	48	ROYSTONIA ELATA / ROYAL PALM	F.S.		12' 6M	YES
SP2	64	SABAL PALMETTO / CURVED TRUNK SABAL PALM CURVED TRUNK / BOOTED/ STAGGERED HEIGHT	F6	12'	18'-24' C.T.	YES
CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT.	SPACING	SIZE	NATIVE
CA	347	CLUSIA BUTYRIFERA / SMALL LEAF CLUSIA	CONT.	56" O.C.	56" HT.	YES
CR	458	CHRYSOBALANUS ICAGO 'RED TIP' / RED TIP COCOPLUM	CONT.	56" O.C.	24" X 24"	YES
SR	81	SERENOA REPENS 'CINEREA' / SILVER SAW PALMETTO	CONT.	AS SHOWN	56" HT MIN	YES
CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT.	SPACING	SIZE	NATIVE
CL	244	CRinum ASIATICUM / EPIDERM LILY	76AL	56" O.C.	56"X36"	
MD	34	MONSTERA DELICIOSA / CERIMAN	5 6AL	56" O.C.	56"X36"	
MM	441	MIMLEBERGIA CAPILLARIS / PINK MIMLY	CONT.	56" O.C.	56" HT.	YES
TF	488	TRIPSACUM FLORIDANA / DYARF PAKAHATCHEE GRASS	CONT.	50" O.C.	24" HT	YES
ZF	758	ZAMIA FLORIDANA / COONTIE	CONT.	50" O.C.	18"X8"	YES
CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT.	SPACING	SIZE	NATIVE
AS	1,207	ARACHIS GLABRATA / PERENNIAL PEANUT	1 6AL	18" O.C.		YES
DB	5,580	DIANELLA TASHANICA 'BLUEBERRY' / BLUEBERRY PLAX LILY	1 6AL	18" O.C.	12" H.	
LE	2,401	LIRIOPE MUSCARI 'EMERALD GODDESS' / EMERALD GODDESS LIRIOPE	1 6AL	18" O.C.	12" SPND	
CODE	QTY	BOTANICAL NAME / COMMON NAME	CONT.	SPACING	SIZE	NATIVE
SOD	21,282 SF	STENOTAPHRUM SECUNDATUM 'FLORATAM' / FLORATAM ST. AUGUSTINE	SOD			

NOTES:
1. CLEAR ZONE: 36" MIN. FROM BUILDING TO CENTER OF NEAREST SHRUB.



NOTES:

1. CLEAR ZONE: 36" MIN. FROM BUILDING TO CENTER OF NEAREST SHRUB.

E Plantings Adjacent to Buildings

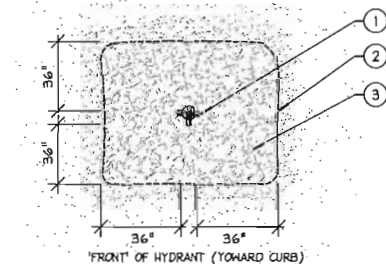
SECTION

NTS

F Fire Hydrant Clear Zone

PLAN

NTS



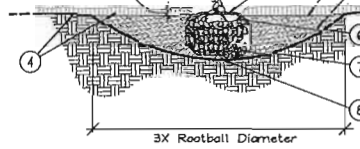
1. FIRE HYDRANT
2. NO TREES SHALL BE PLACED WITHIN SHOWN RADIUS OF ALL PROPOSED OR EXISTING FIRE HYDRANTS. CONTRACTOR SHALL ADJUST PLANT MATERIAL SO THAT NO CONFLICTS WITH FIRE HYDRANTS OCCUR ON SITE.
3. PROVIDE A MULCH, 3" DEPTH MIN., SURROUNDING AREA INDICATED.

A Tree Planting

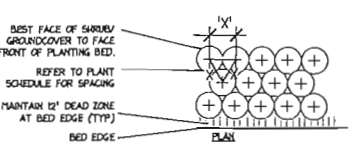
SECTION

NTS

* ALL TREES SHALL BE PLUMB VERTICALLY WITHIN A TOLERANCE OF THREE DEGREES, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.



1. TRUNK
 2. 3" MINIMUM OF MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES COVER ROOTBALL. SIDES AND EXTEND 18" BEYOND ON ALL SIDES. NO MULCH SHALL BE PLACED OVER TRUNK.
 3. SHALLOW WIDE PLANT HOLE, TOP SHALL BE 3X THE SIZE OF ROOTBALL.
 4. FINISHED GRADE - LANDSCAPE SOIL
 5. FIND TOP-MOST ROOT ON ROOTBALL. POSITION ROOTBALL SO THIS TOP ROOT IS 1-2" ABOVE LANDSCAPE SOIL. (APPROX. 10% OF ROOTBALL SHALL BE ABOVE LANDSCAPE SOIL.)
 6. B & B OR CONTAINER (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
 7. REMOVE ALL SYNTHETIC MATERIALS FROM ROOTBALL.
 8. ROOTBALLS SHALL BE PLACED ON UNDISTURBED SOIL TO PREVENT SETTLING.
- NOTES:
- A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
 - B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
 - C. SEE PRE-APPROVED STAKING METHODS, THIS SHEET

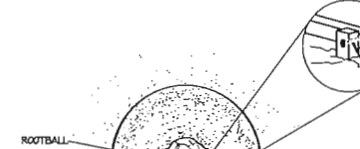


1. FIND POINT WHERE TOPMOST ROOT EMERGES FROM TRUNK WITHIN 2" OF SURFACE. CLEAR EXCESS SOIL IF NECESSARY.
 2. TOP 10% OF SHRUB AND GROUNDCOVER ROOTBALLS TO BE PLANTED ABOVE THE LANDSCAPE GRADE. DO NOT COVER EXPOSED WKS ON SIDES WITH SOIL.
 3. PRUNE ALL LIKE SHRUBS WITHIN A PLANTED MASS TO ACHIEVE A UNIFORM MASS/HEIGHT.
 4. 3" MINIMUM MULCH AS SPECIFIED - DO NOT COVER ENTIRE SHRUB ROOTBALL OR CREATE "WATER RINGS" ONLY COVER SIDES OF ROOTBALL WITH MULCH
 5. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
 6. FINISHED GRADE (SEE GRADING PLAN).
 7. PREPARED PLANTING SOIL AS SPECIFIED. NOTES WHEN GROUND-COVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE APPROVED WITH PLANTING SOIL MIX AS SPECIFIED.
 8. SCARIFY ROOTBALL SIDES AND BOTTOM.
- NOTES:
- A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
 - B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
 - C. SEE PRE-APPROVED STAKING METHODS, THIS SHEET

C Shrub / Groundcover Planting

PLAN/SECTION

NTS



1. FINISH GRADE
 2. HORIZONTAL 2X2 SCREWED TO 2X2 STAKE. ALL WOOD SHALL BE #2 UNTREATED.
 3. 3-1/2" DRYWALL SCREW, THREAD SIZE 12, SHARP POINT, FULL THREAD, BLACK PHOSPHATE FINISH
 4. VERTICAL STAKES SHALL ABUT SIDE OF ROOTBALL
 5. STAKES TO EXTEND INTO NATIVE SOIL BY 1-1/2 X THE ROOTBALL DEPTH MIN.
- NOTE:
- IF SPATIAL REQUIREMENTS PRECLUDE STAKING WITH THIS METHOD, SUBMIT ALTERNATE FOR LANDSCAPE ARCHITECT'S APPROVAL PRIOR TO INSTALLING PLANT.
- * Refer to details B and D for planting

G Staking - up to 65 gal. or B4B to 3-1/2" Cal.

PLAN/SECTION

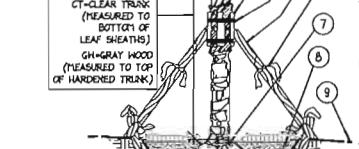
NTS

B Palm Planting and Staking

SECTION

NTS

* ALL TREES SHALL BE PLUMB VERTICALLY WITHIN A TOLERANCE OF THREE DEGREES, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.



1. TRUNK
 2. 3" MINIMUM OF MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES COVER ROOTBALL. SIDES AND EXTEND 18" BEYOND ON ALL SIDES. NO MULCH SHALL BE PLACED OVER TRUNK.
 3. SHALLOW WIDE PLANT HOLE, TOP SHALL BE 3X THE SIZE OF ROOTBALL.
 4. FINISHED GRADE - LANDSCAPE SOIL
 5. FIND TOP-MOST ROOT ON ROOTBALL. POSITION ROOTBALL SO THIS TOP ROOT IS 1-2" ABOVE LANDSCAPE SOIL. (APPROX. 10% OF ROOTBALL SHALL BE ABOVE LANDSCAPE SOIL.)
 6. B & B OR CONTAINER (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
 7. REMOVE ALL SYNTHETIC MATERIALS FROM ROOTBALL.
 8. ROOTBALLS SHALL BE PLACED ON UNDISTURBED SOIL TO PREVENT SETTLING.
- NOTES:
- A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
 - B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
 - C. SEE PRE-APPROVED STAKING METHODS, THIS SHEET

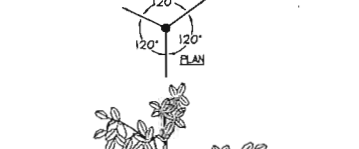


1. TREES, PALMS, AND LARGE SHRUBS (75 GAL OR GREATER) SHALL BE PLANTED IN SIMILAR MANNER
 2. 3" MINIMUM OF MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES COVER ROOTBALL. SIDES AND EXTEND 18" BEYOND ON ALL SIDES. NO MULCH SHALL BE PLACED OVER TRUNK.
 3. SHALLOW WIDE PLANT HOLE, TOP SHALL BE 3X THE SIZE OF ROOTBALL.
 4. FINISHED GRADE - LANDSCAPE SOIL
 5. FIND TOP-MOST ROOT ON ROOTBALL. POSITION ROOTBALL SO THIS TOP ROOT IS 1-2" ABOVE LANDSCAPE SOIL. (APPROX. 10% OF ROOTBALL SHALL BE ABOVE LANDSCAPE SOIL.)
 6. B & B OR CONTAINER (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
 7. REMOVE ALL SYNTHETIC MATERIALS FROM ROOTBALL. (SEE SPECIFICATIONS FOR OTHER ROOT BALL REQUIREMENTS)
 8. ROOTBALLS SHALL BE PLACED ON UNDISTURBED SOIL TO PREVENT SETTLING.
- NOTES:
- A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
 - B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
 - C. SEE PRE-APPROVED STAKING METHODS, THIS SHEET

D Planting on a Slope

SECTION

NTS



1. FIVE (5) LAYERS OF BURLAP TO PROTECT TRUNK
 2. TWO STEEL BANDS TO SECURE BATTERS
 3. FIVE 2 X 4 X 10' LOOD BATTERS
 4. THREE (3) 2" X 8" LODGE POLES, DRILL, USING GALVANIZED SCREENS, TO BATTERS AND 2" X 4" STAKES. NO SCREENS SHALL PENETRATE TREE FLAG AT FOOTPRINT AND AT BASE.
 10. 2" X 4" X 3" (1/2") P.T. WOOD STAKES BURIED 3" BELOW FINISHED GRADE.
 7. FINISHED GRADE (SEE GRADING PLAN)
- NOTES:
- A. ALL TREES SHALL BE PLUMB VERTICALLY WITHIN A TOLERANCE OF THREE DEGREES, UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.
 - B. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
 - C. ALTERNATE TREE ANCHORING SYSTEMS MAY BE SUBSTITUTED FOR WOOD STAKING SYSTEM UPON APPROVAL BY OWNER OR OWNER'S REPRESENTATIVE.
 - D. RUBBER HOSE/WIRE SYSTEMS ARE NOT ALLOWED.
- * Refer to details B and D for planting

H Large Tree Staking - 100 Gal + or B4B 4" +

SECTION

NTS

Kimley»Horn
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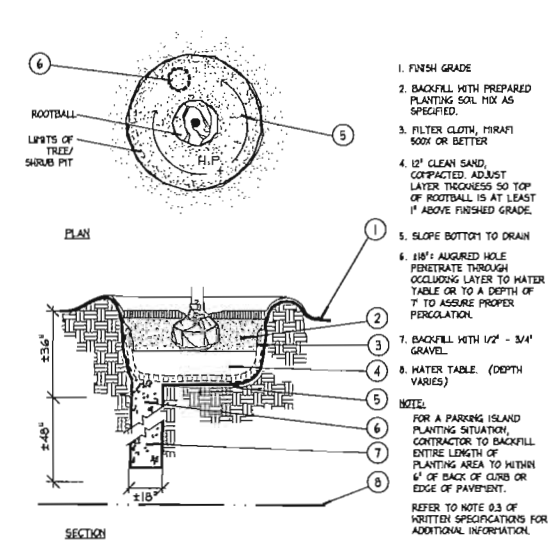
**LANDSCAPE
SCHEDULE AND
DETAILS**

**DANIA POINTE PHASE II
OFFICE
PREPARED FOR
INTEGRA**

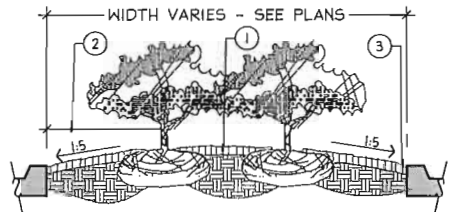
SHEET NUMBER
L-150

NO.	REVISIONS	DATE	BY
1	AGENCY REVISIONS	01/02/2019	BA

Plotted By: Accede, Aurora, Sheet Set: Dania Pointe - Office Layout: L-151: LANDSCAPE DETAILS December 20, 2018 04:40:59pm K:\CVRG\URC\Vero Beach\Danis Pointe\Landscapes\CADD\PlanSheets\Integra\Office L-151 LANDSCAPE PLAN.dwg
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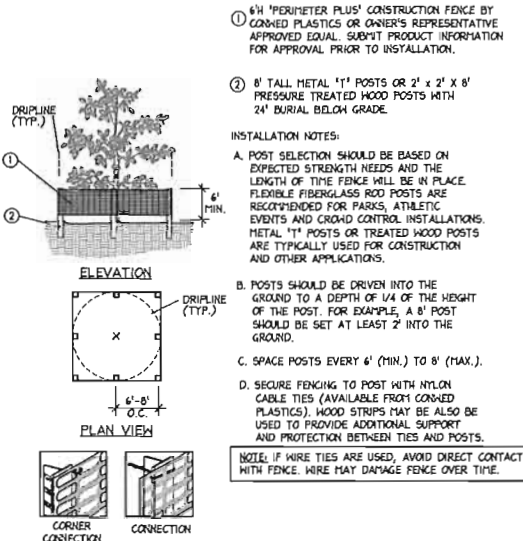


I Poor Drainage Condition
PLAN/SECTION NTS

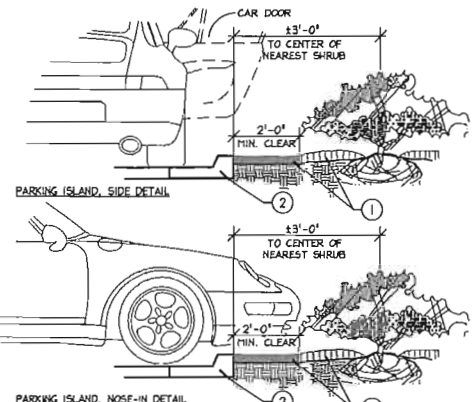


- PLANTER ISLAND NOTES**
1. CROWN ISLANDS @ 5:1 SLOPES (OR AS SPECIFIED ON THE LANDSCAPE PLANS).
 2. CLEAR ZONE: 36" MIN. FROM BACK OF CURB TO CENTER OF NEAREST SHRUB. CLEAR ZONE SHALL CONTAIN 3" CONTINUOUS MULCH OR TURF, SEE PLANS. SEE DETAIL 'I' FOR PLANTER MEDIAN ADJACENT TO PARKING SPACES.
 3. 1' MIN VERTICAL CLEARANCE, TOP OF CURB TO TOP OF MULCH.
- EXCAVATE CONTINUOUS 36" DEEP (FROM TOP OF CURB) FOR ENTIRE LENGTH AND WIDTH OF ISLAND & BACKFILL WITH APPROVED PLANTING MIX.
- PROTECT AND RETAIN ALL CURBS AND BASE. COMPACTED SUBGRADE TO REMAIN FOR STRUCTURAL SUPPORT OF CURB SYSTEM (TYP).
- ALL ISLANDS SHALL UTILIZE POOR DRAINAGE DETAIL WHEN PERCOLATION RATES ARE 2" PER HOUR OR LESS.

L Planted Parking Lot Islands / Medians
SECTION NTS

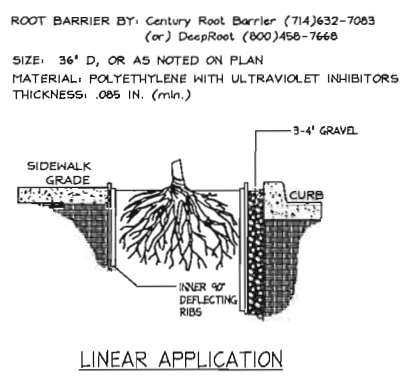


J Tree/Shrub Protector
Barrier Detail NTS



- PARKING ISLAND, NOSE-IN DETAIL**
1. INSTALL CONTINUOUS MULCH BED ADJACENT TO PARKING SPACES AS SHOWN. MULCH SHALL BE MIN. 3" DEEP.
 2. CURB OR PARKING LOT EDGE, BY OTHERS
- NO POP-UP IRRIGATION HEADS SHALL BE LOCATED WITHIN 24" OF A PARKING SPACE ON ANY SIDE

M Parking Space/Curb Planting
SECTION NTS



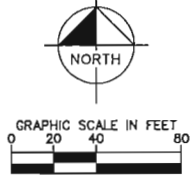
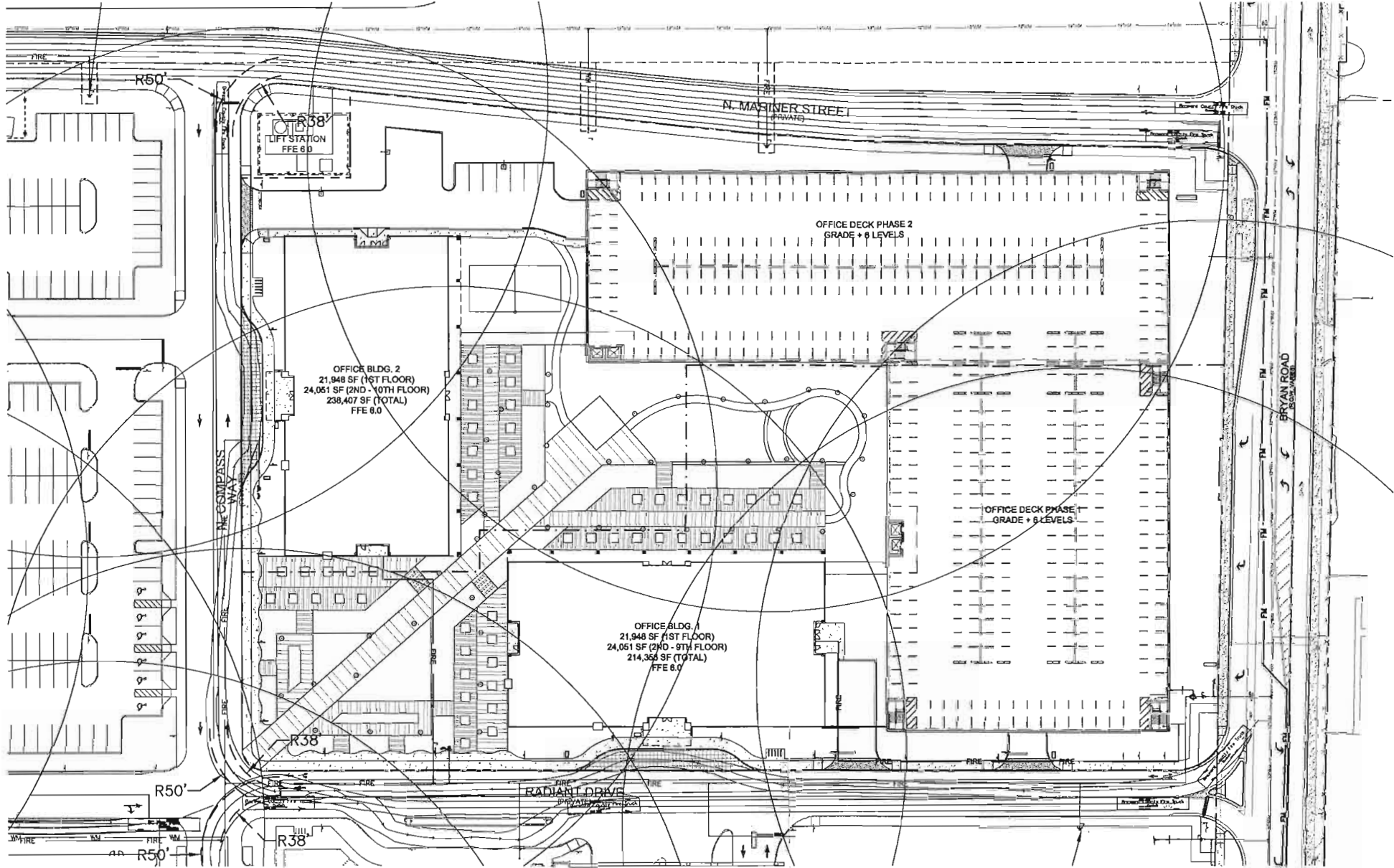
- NOTES:**
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 2. DO NOT SCALE DRAWINGS.
 3. CENTURY ROOT BARRIER OR APPROVED EQUAL.
 4. ROOT BARRIER TO BE INSTALLED FOR ALL TREES WITHIN 5 FEET OF A SIDEWALK OR UTILITY.

K Root Barrier
Barrier Detail NTS

DANIA POINTE PHASE II										OFFICE										PREPARED FOR										INTEGRA										CITY OF DANIA BEACH										FLORIDA																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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Drawing name: K:\VRB_LDEV\147337007_Dania Boomers\CAD\Exhibits\Phase II Fire Exhibits\Phase II Fire Exhibits\AutoTurn Exhibit.dwg Dania Pointe - Office Fire Hydrant Nov 13, 2018 8:24pm by: liz.meeke

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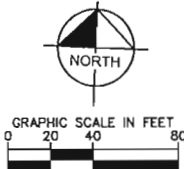
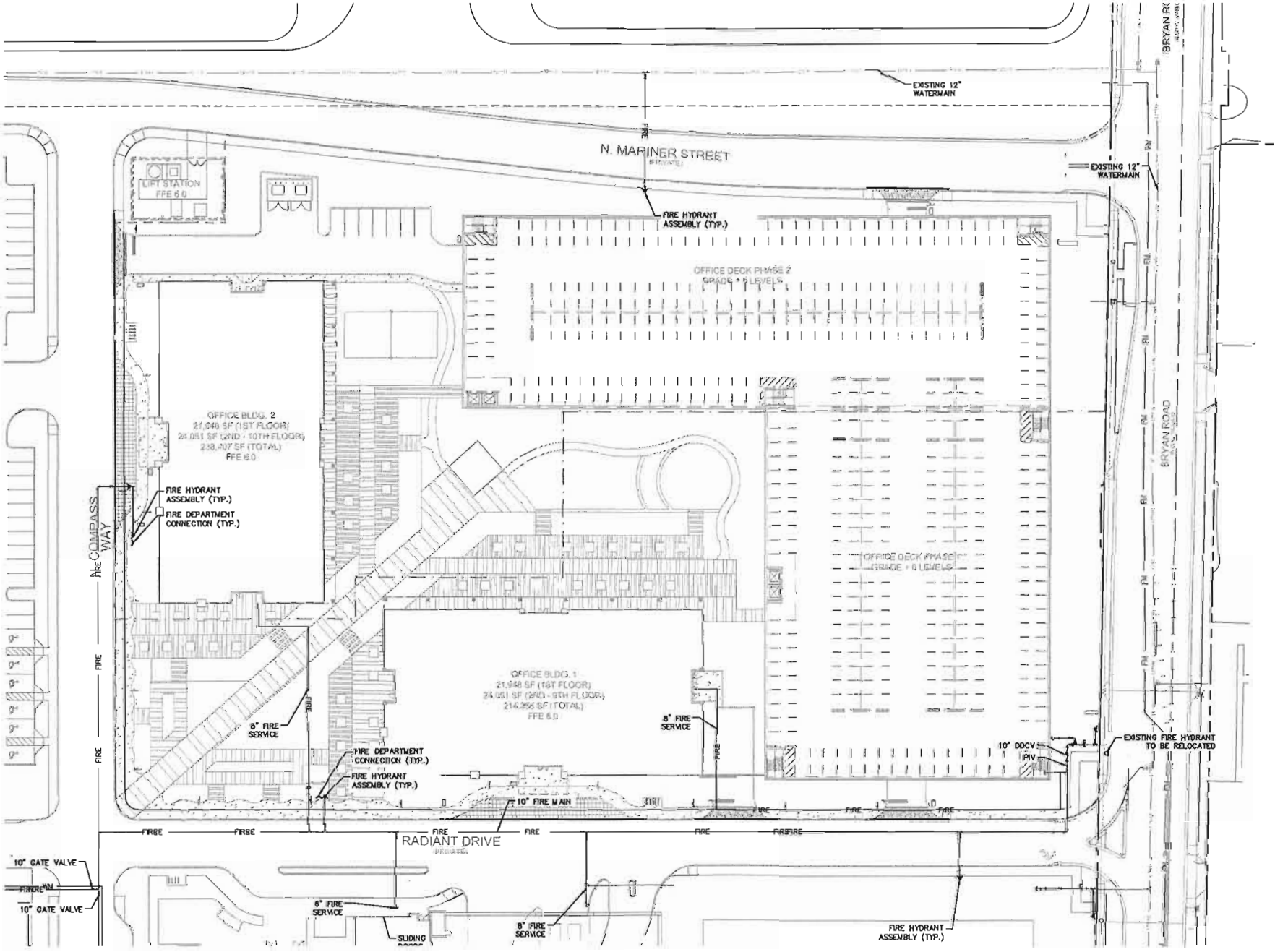


LEGEND
FIRE HYDRANT

RECEIVED
JAN 28 2019
FIRE HYDRANT EXHIBIT

DANIA POINTE PHASE II OFFICE BROWARD COUNTY FLORIDA		FIRE HYDRANT EXHIBIT		EXHIBIT		© 2017 KINLEY-HORN AND ASSOCIATES, INC. 445 24TH STREET, SUITE 200, VERO BEACH, FL 32960 WWW.KINLEY-HORN.COM CA 00000686		REVISIONS		DATE		BY	
DATE 11-15-2018		PROJECT NO. 147659000		SHEET NUMBER EXHIBIT		SCALE AS SHOWN DESIGNED BY ESM DRAWN BY ESM CHECKED BY MST		No.		No.		No.	

Plotted By: meeks, LIZ
Sheet Set: Danla Pointe Phase II
Layout: F-106 OFFICE FIRE EXHIBIT
November 14, 2018 09:53:15am
K:\VRB_LDEV\47337007-Danla Boomerang CAD Exhibits\Phase II Fire Exhibit.dwg



RECEIVED
JAN 28 2010
Planning
Department

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.

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IT'S THE LAW! DIAL 811

Know what's below
Call before you dig

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

DANIA POINTE PHASE II
OFFICE
PREPARED FOR
INTEGRA
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OFFICE
FIRE EXHIBIT

CENSED PROFESSIONAL

KHA PROJECT
11706000

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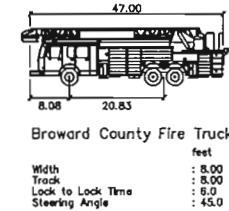
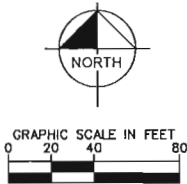
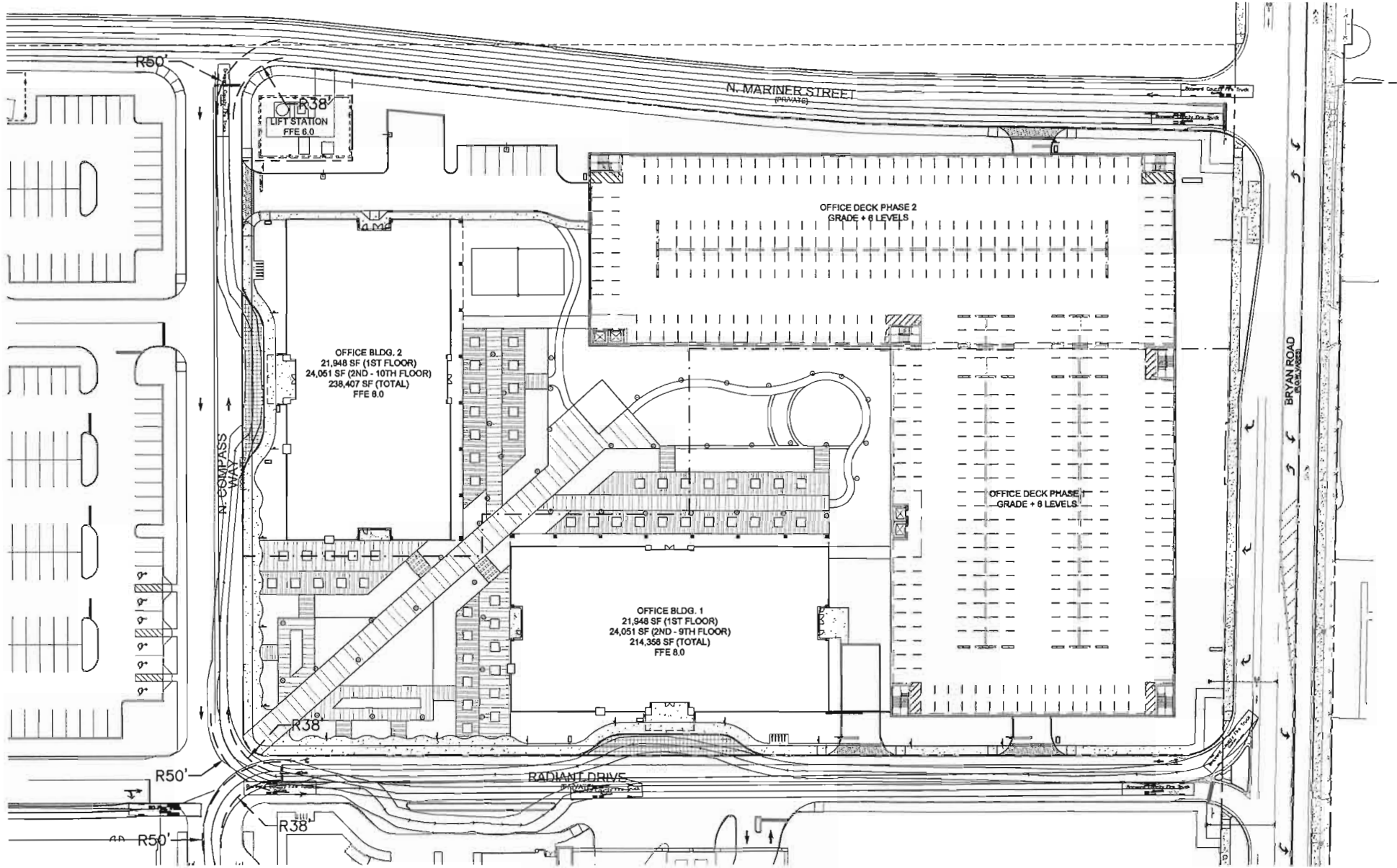
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PHONE: 772-794-4100
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Drawing name: K:\VRB_LDEV\147337007_Dania Boomers\CAD\Exhibits\Phase II Fire Exhibits\Donia Pointe - AutoTurn Exhibit .dwg Donia Pointe - Office Fire Truck Exhibit Nov 13, 2018 8:22pm by: liz.meeks

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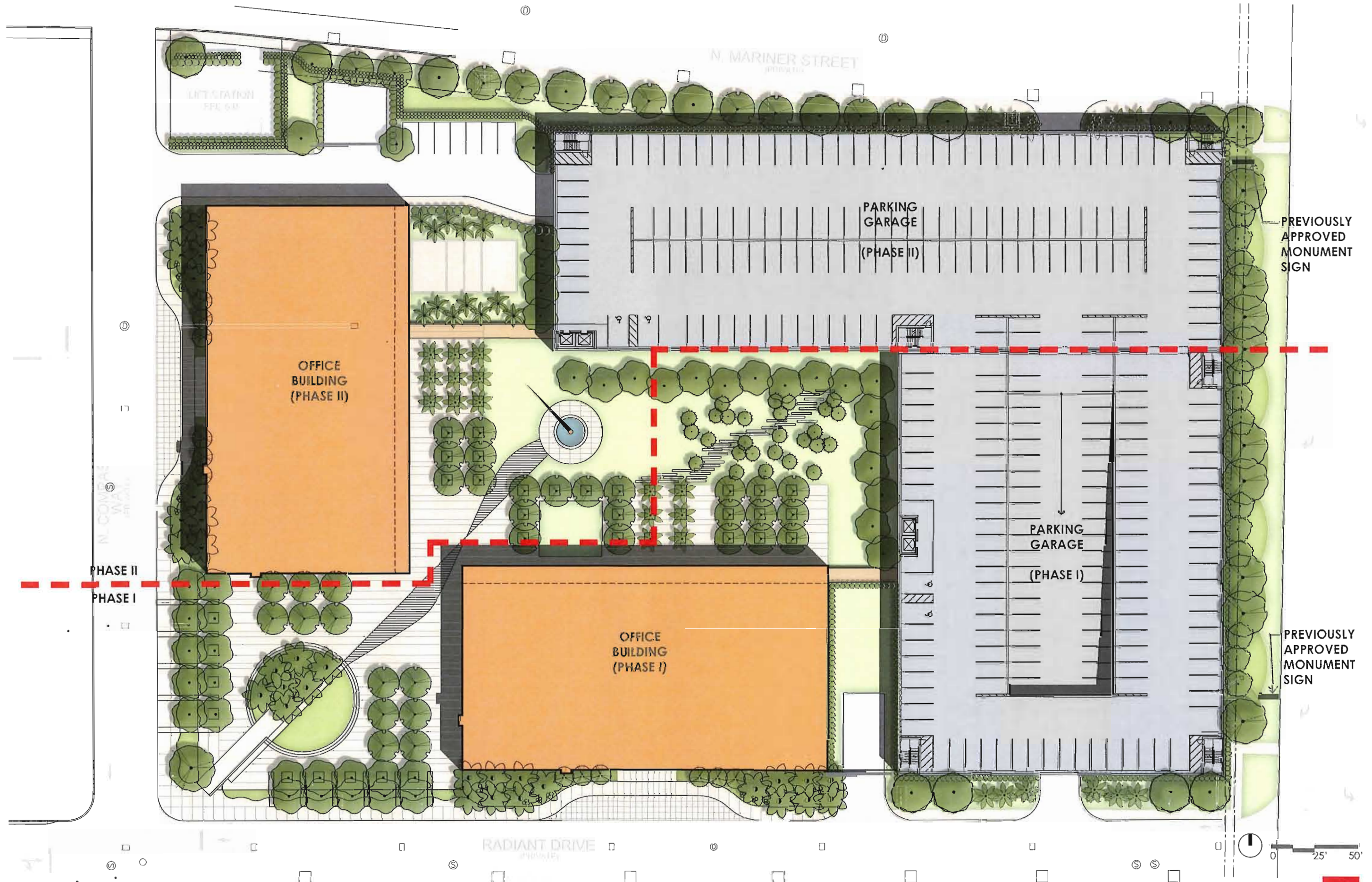
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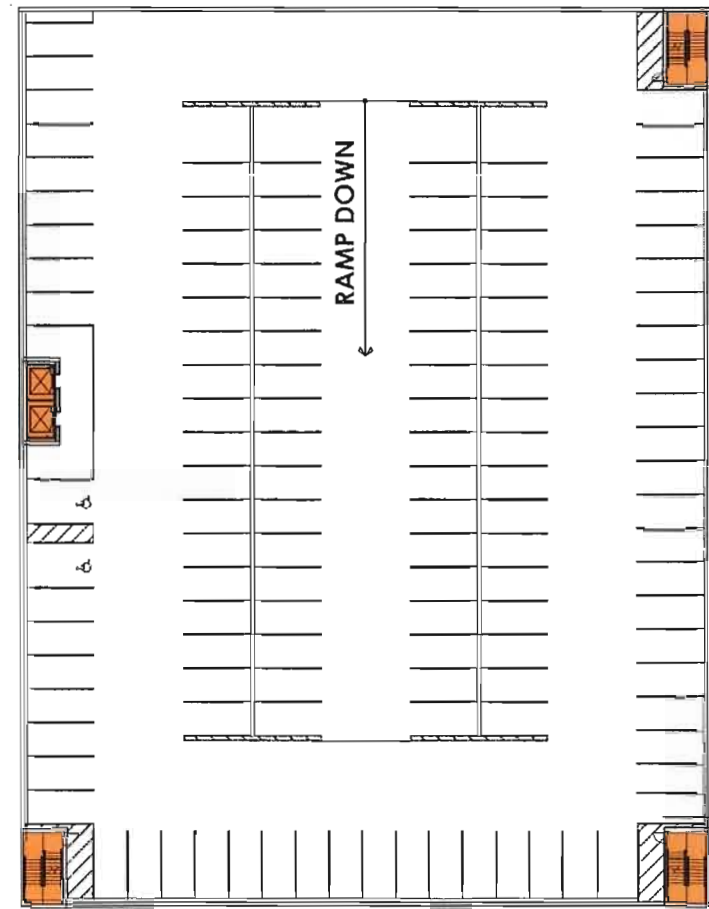
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DANIA POINTE PHASE II OFFICE DANIA BEACH FLORIDA		TRUCK ROUTE EXHIBIT		SCALE AS SHOWN DESIGNED BY ESM DRAWN BY ESM CHECKED BY MST		EXHIBIT		© 2017 KIMLEY-HORN AND ASSOCIATES, INC. 445 24TH STREET, SUITE 200, VERO BEACH, FL 33960 PHONE: 772-794-4100 WWW.KIMLEY-HORN.COM CA 00000696		NO. _____ REVISIONS _____ DATE _____ BY _____	
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PARKING STRUCTURE TYP. 2ND - 7TH FLOOR PLAN
PHASE - 1

PARKING STRUCTURE (PHASE I)

PARKING LEVELS 7

LEVEL 1 91 CARS

LEVELS 2 - 7 128 CARS

TOTAL 859 CARS

BIKE PARKING

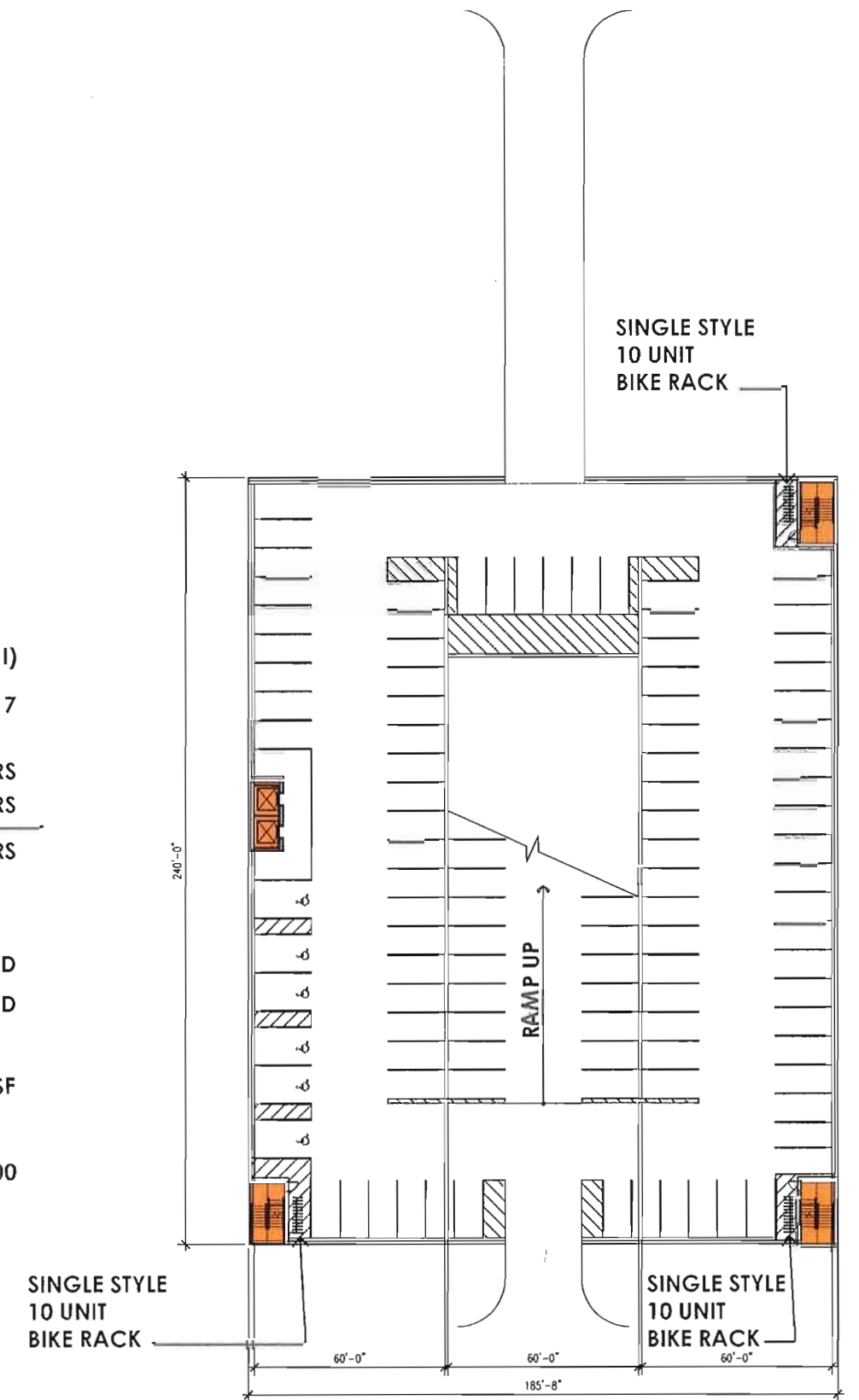
3% OF TOTAL

CAR PARKING 26 REQUIRED

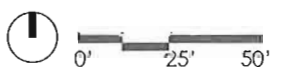
TOTAL 30 PROVIDED

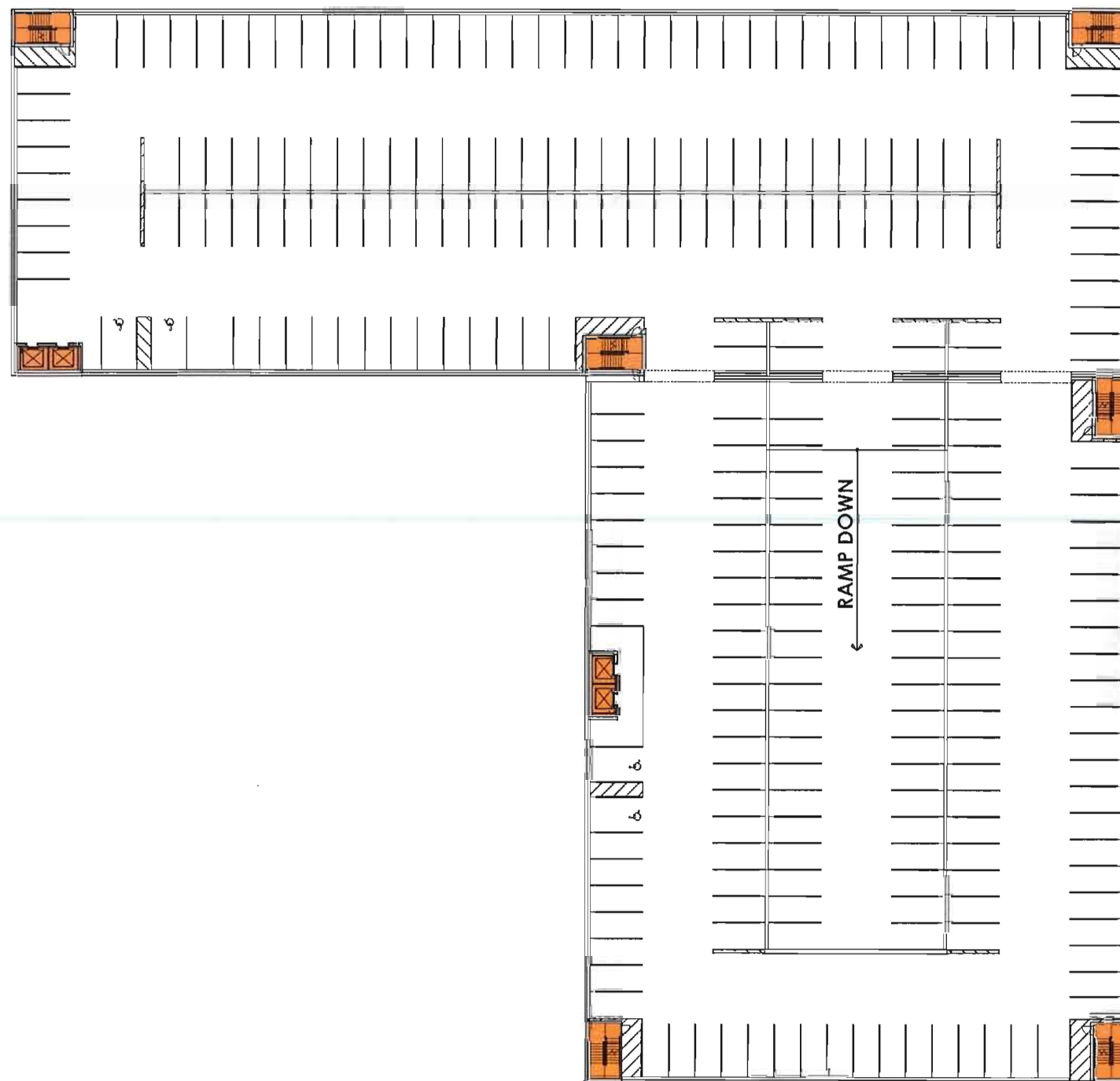
BUILDING AREA
(PHASE I) 214,356 SF

PARKING
RATIO (PH I) 4.0 CARS/1000

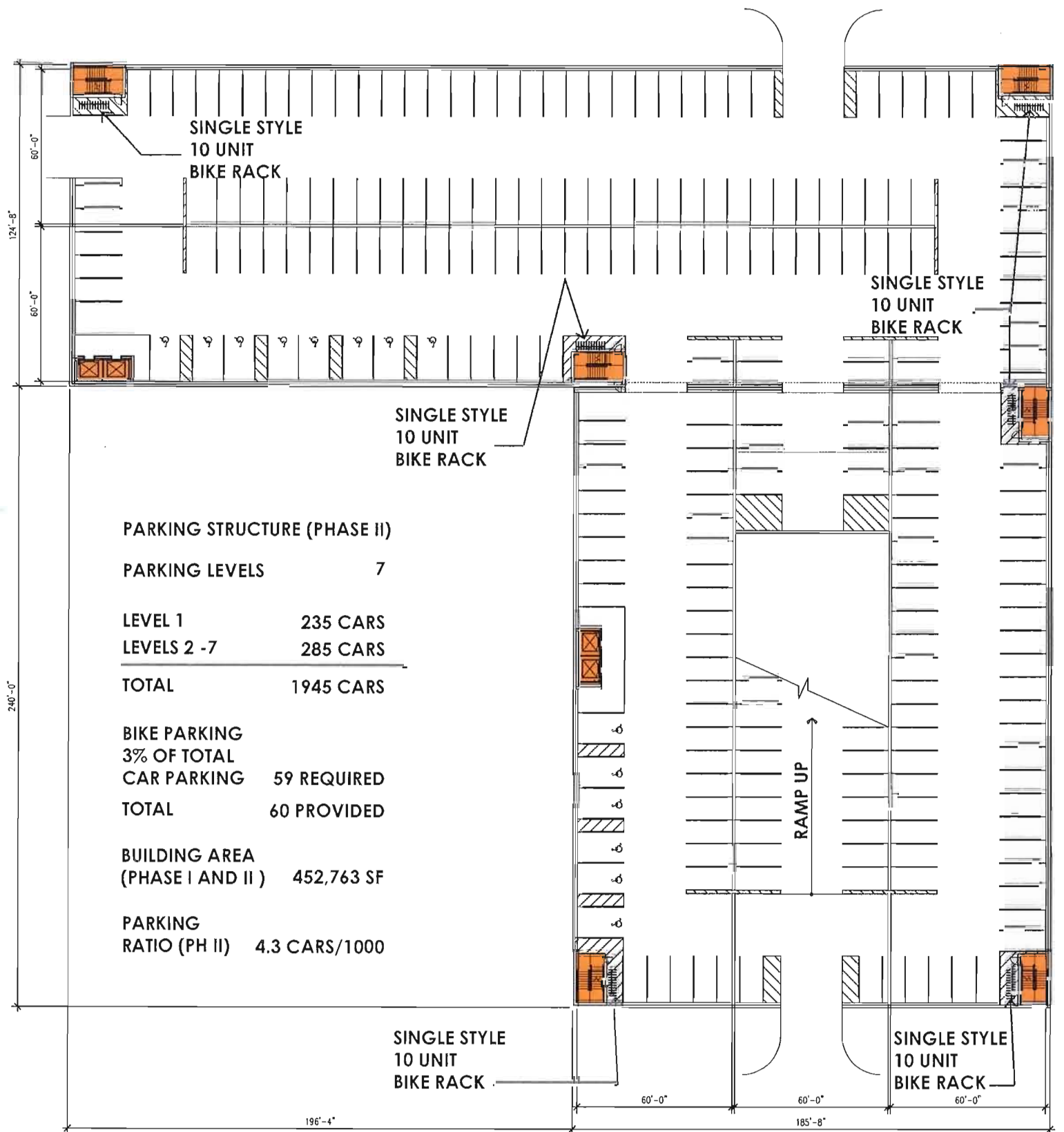


PARKING STRUCTURE 1ST FLOOR PLAN
PHASE - 1





PARKING STRUCTURE TYP. 2ND - 7TH FLOOR PLAN
PHASE - 2



PARKING STRUCTURE 1ST FLOOR PLAN
PHASE - 2

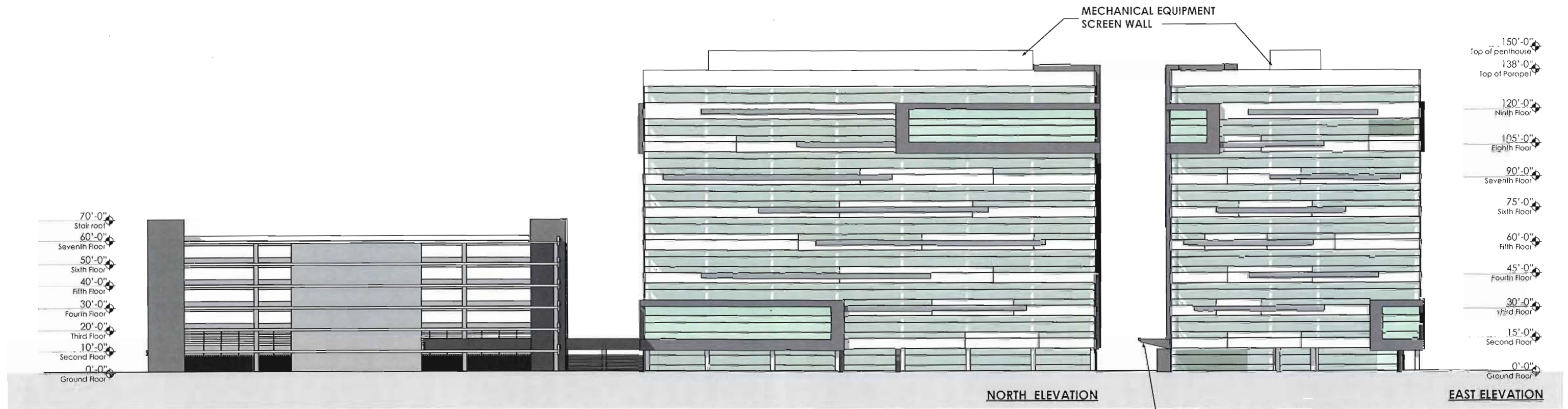




FLOOR GROSS
AREA 24,051 GSF
FLOOR RENTABLE
AREA 23,059 RSF

TYPICAL UPPER FLOOR PLAN







3D VIEW

INTEGRA - DANIA POINTE OFFICE BUILDING | DANIA BEACH, FLORIDA
01.03.19



3D VIEW

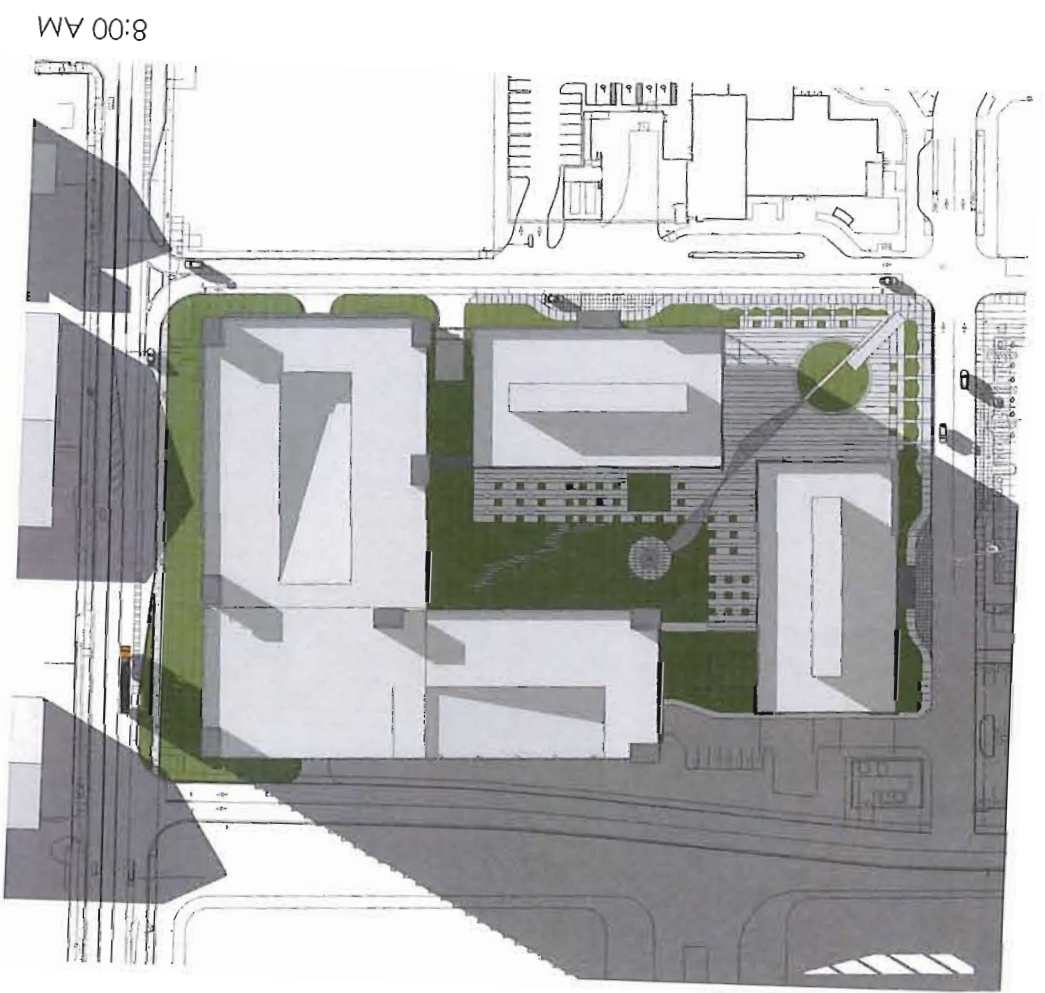
INTEGRA - DANIA POINTE OFFICE BUILDING | DANIA BEACH, FLORIDA

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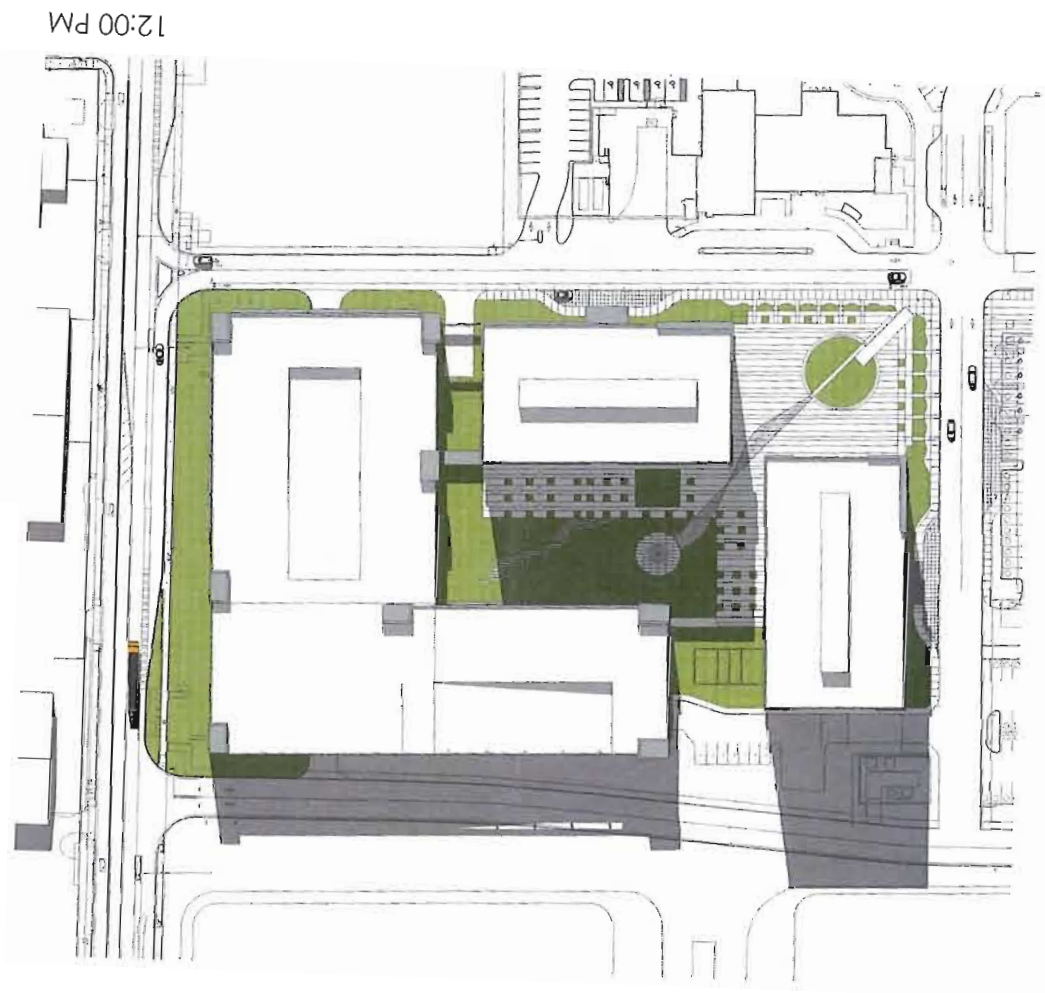


3D VIEW

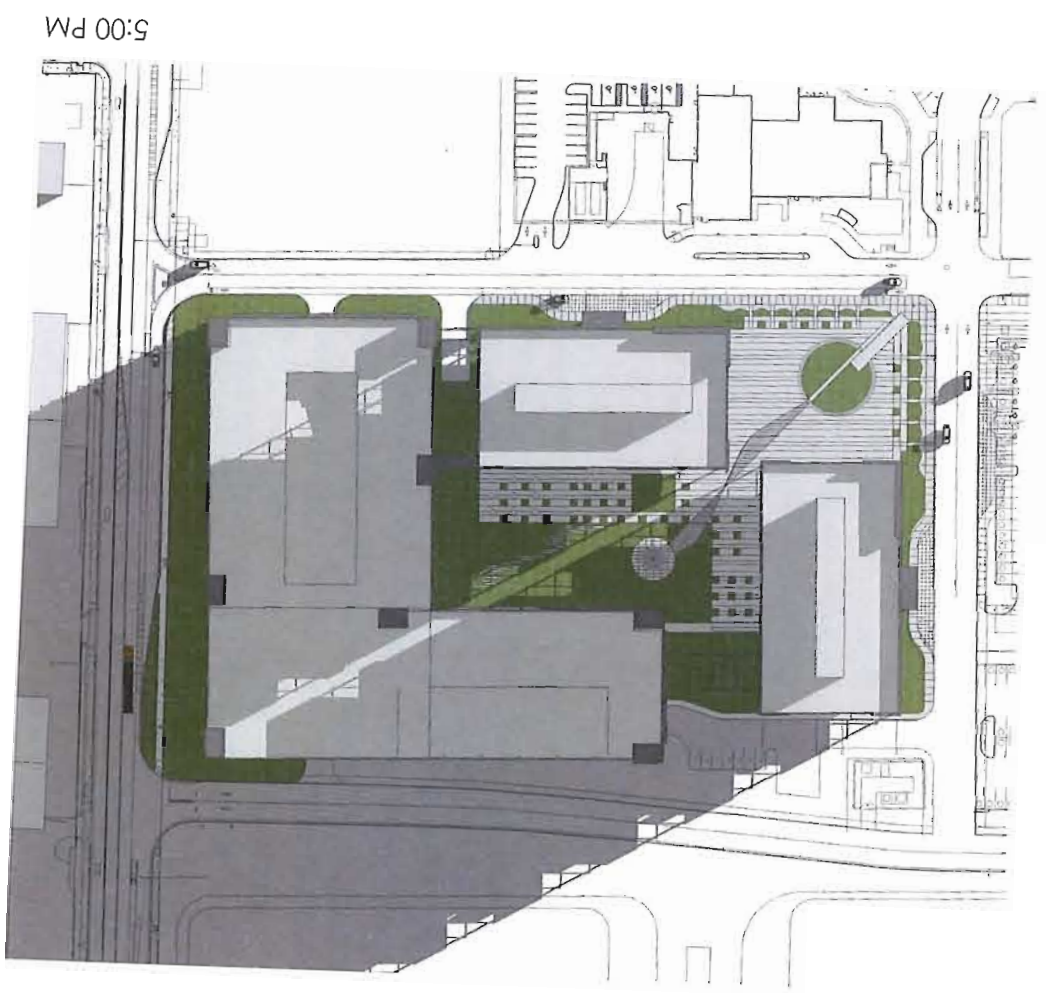
PH-1



8:00 AM



12:00 PM

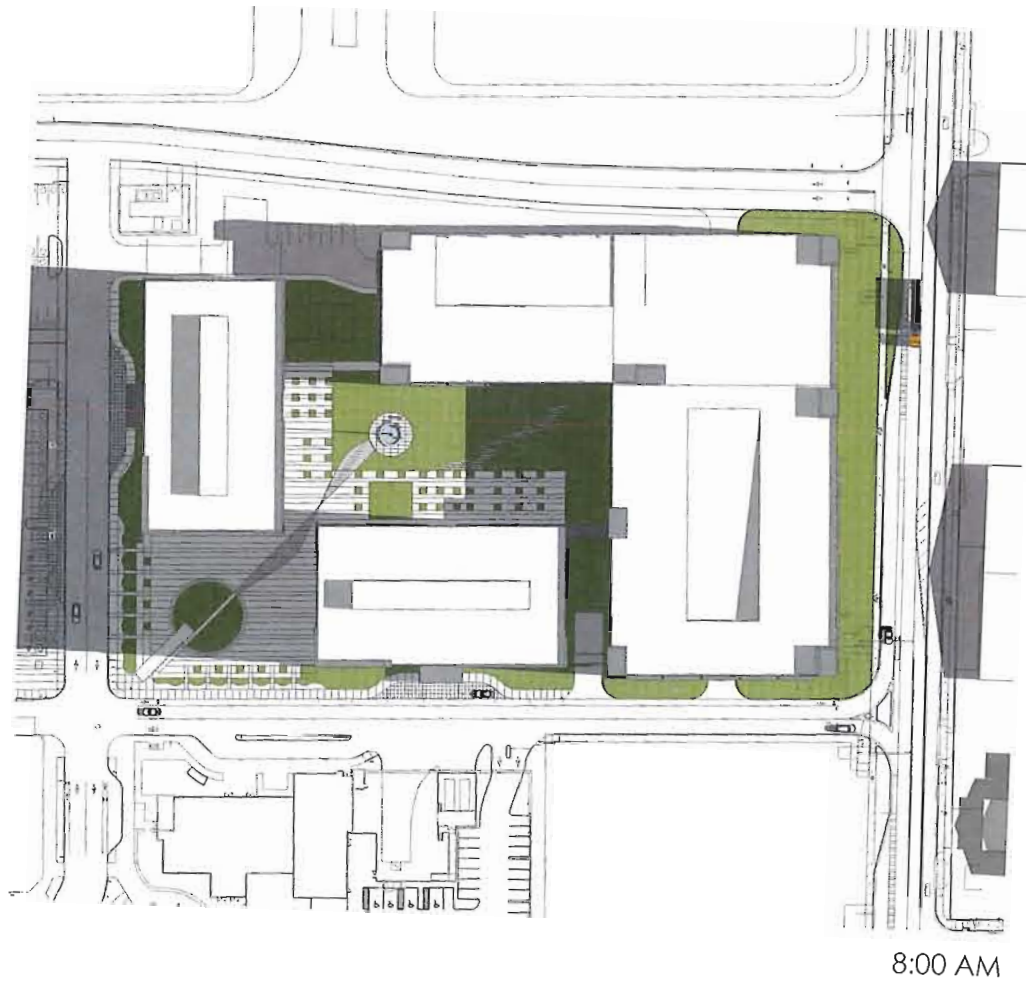


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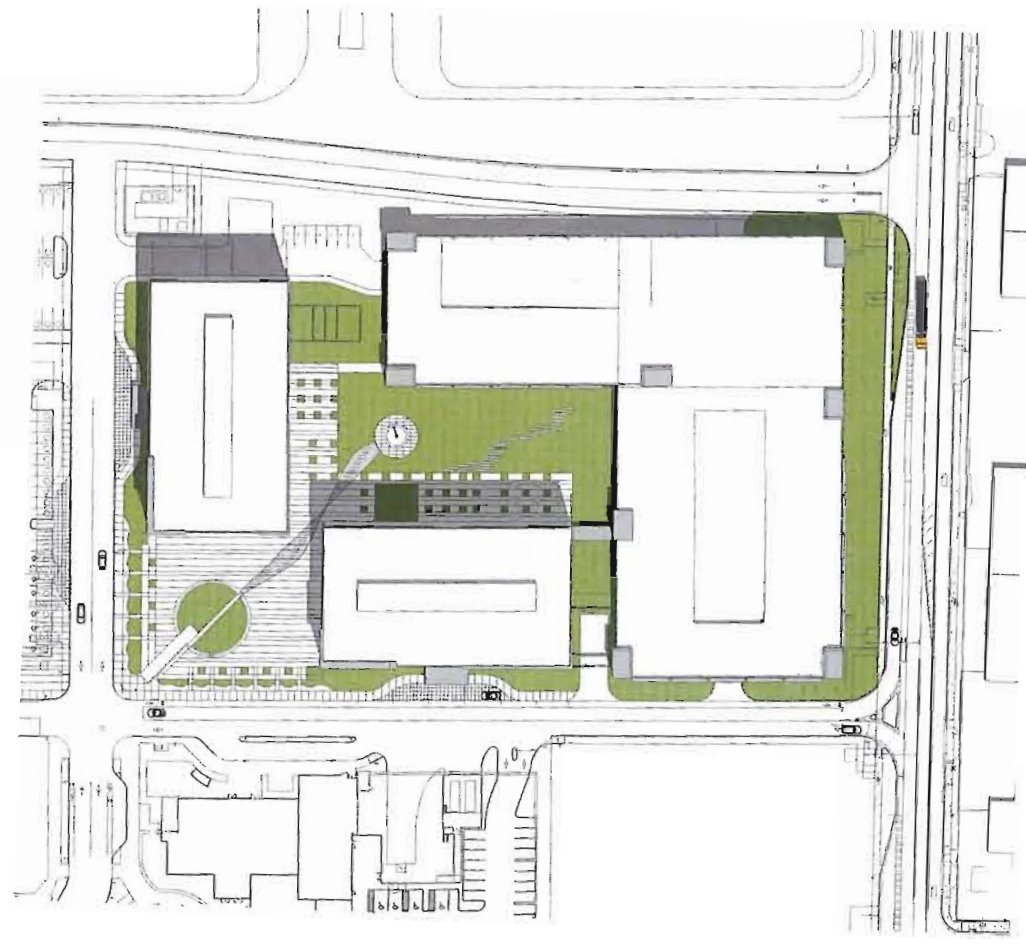
INTEGRA - DANIA POINTE OFFICE BUILDING | DANIA BEACH, FLORIDA

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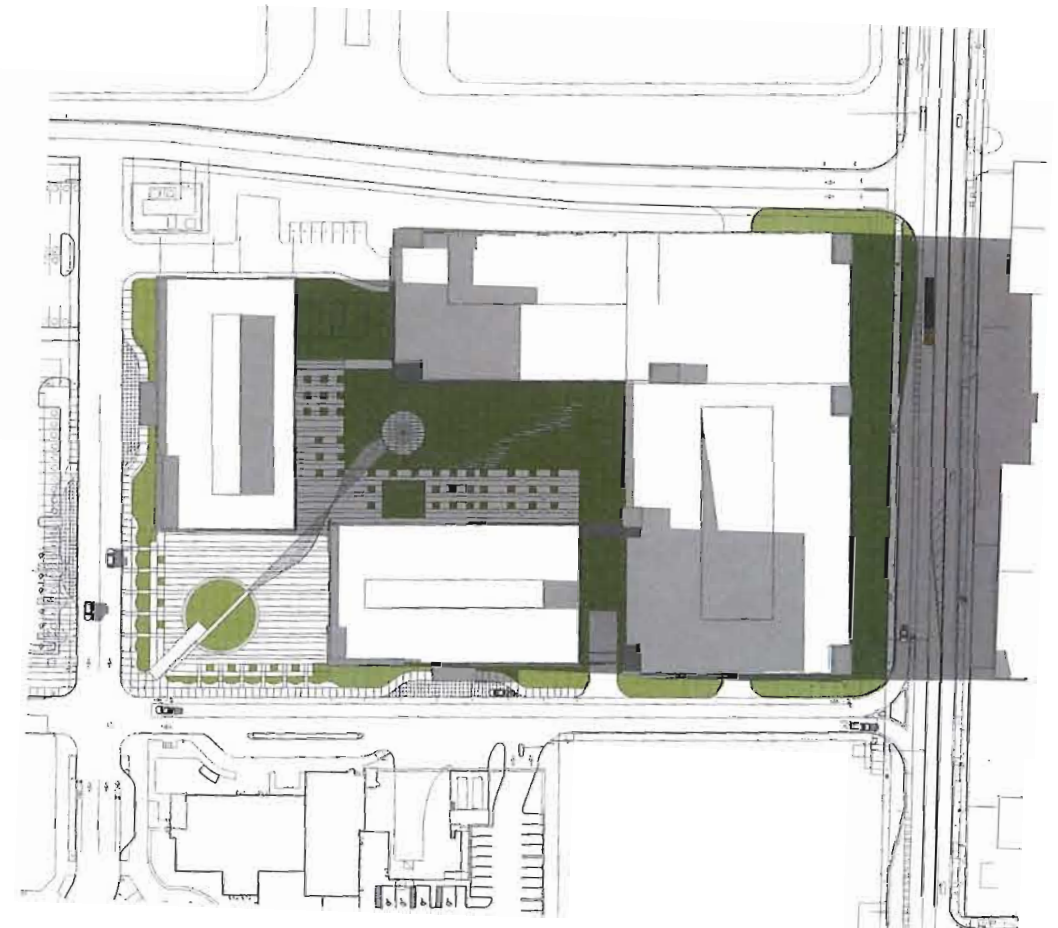




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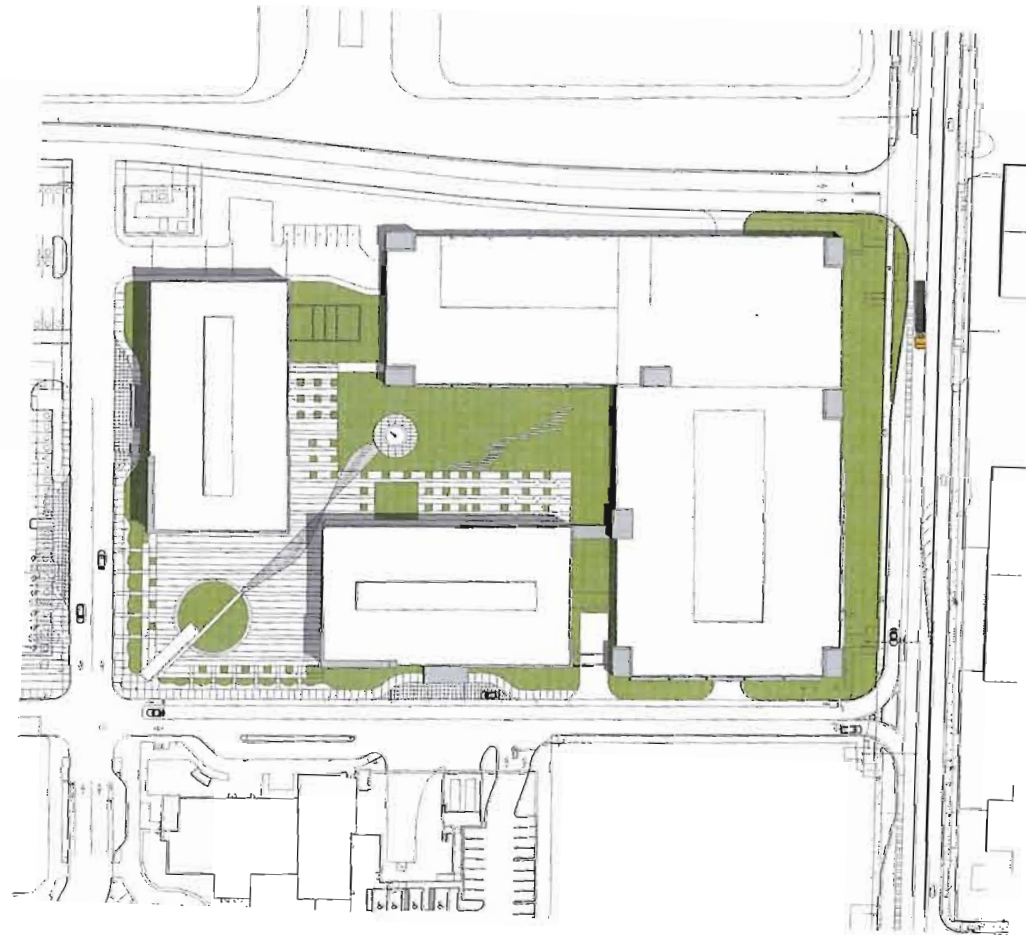
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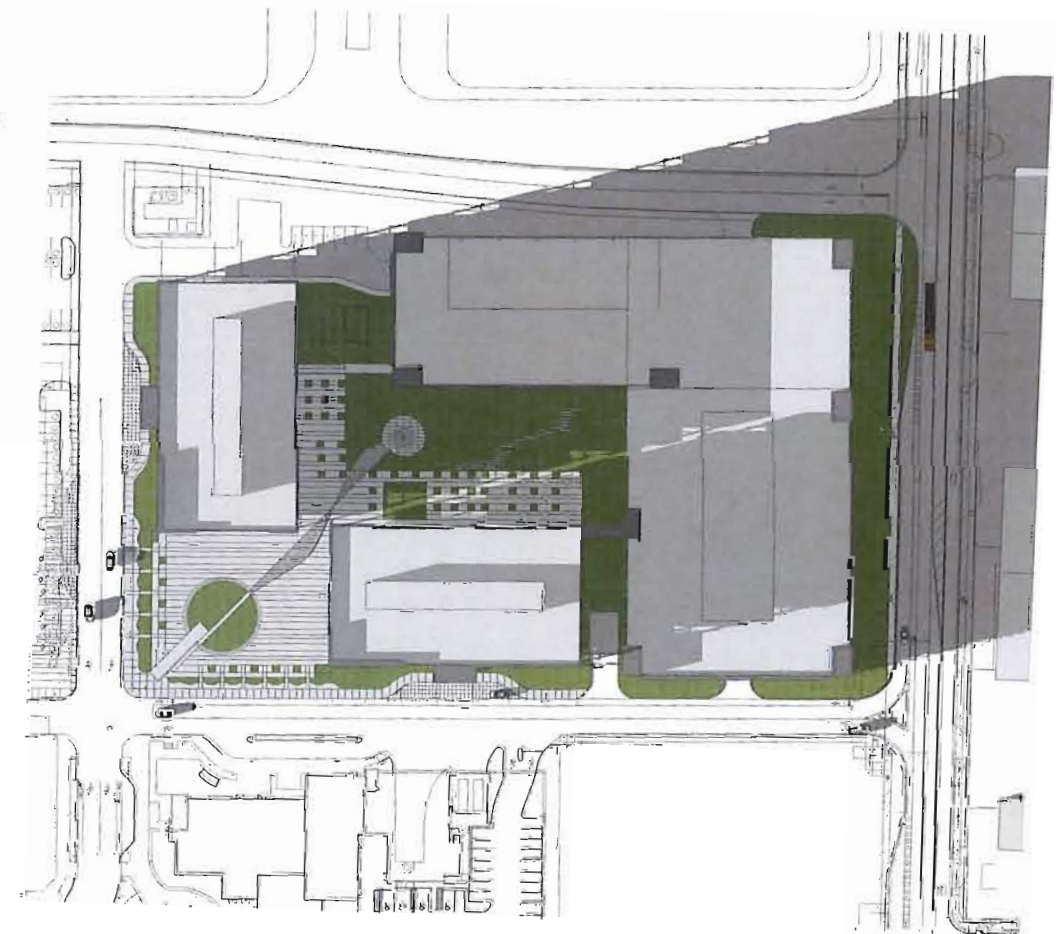
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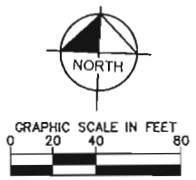
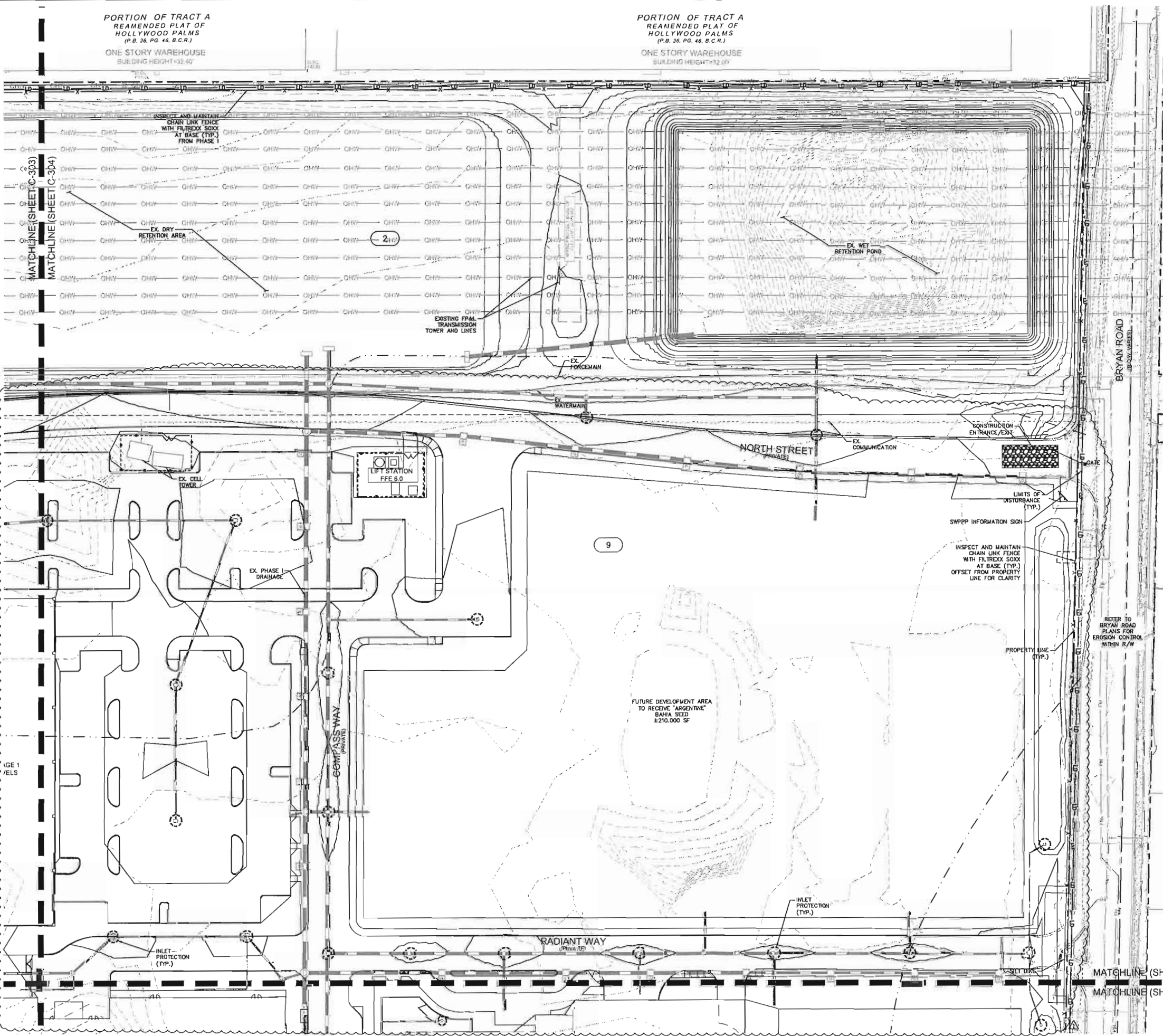


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Plotted By: Mike, LIZ, Sheet: Sati-Dania Pointe Phase II, Layout: C-304, EROSION AND SEDIMENTATION CONTROL PLAN, June 28, 2017, 02:35:18pm, K:\VBB\DEV\147507000\dwg\homerca\c304\plan\phase2\c304-master-erosion-and-sedimentation-control-plan.dwg
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- EROSION AND SEDIMENTATION CONTROL LEGEND**
- X X X X 6' CHAIN LINK FENCE W/ FILTREXX SOXX AT BASE
 - SILT DIKE
 - +— DIVERSION DIKE
 - - - - - APPROXIMATE SOIL BOUNDARY
 - INLET PROTECTION
 - X.XX% APPROXIMATE SURFACE WATER FLOW DIRECTION AND SLOPE
 - CONSTRUCTION ENTRANCE
 - PROPOSED STABILIZATION (REFER TO LANDSCAPE PLANS)
 - +— LIMITS OF DISTURBANCE
 - - - - - DRAINAGE DIVIDE FOR INLETS WITH OVER 1 ACRE OF RUN-OFF
 - +— SILT FENCE
 - +— SWPPP INFORMATION SIGN
- SOIL TYPE LEGEND**
- 2 ARENTS, URBAN LAND COMPLEX
 - 3 ARENTS, ORGANIC SUBSTRATUM
 - 9 DADE, FINE SAND
 - 19 MARGATE, FINE SAND

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.

CALL 48 HOURS BEFORE YOU DIG

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Know what's below. Call before you dig.

811

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

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LICENSED PROFESSIONAL		MELISSA S. THOMAS, P.E.	
KHA PROJECT	DATE	SCALE	AS SHOWN
147507000	04/07/2016	SCALE	AS SHOWN
DESIGNED BY	ESM	DRAWN BY	ESM
CHECKED BY	MSJ	DATE	---
EROSION AND SEDIMENTATION CONTROL PLAN		DANIA POINTE PHASE II PREPARED FOR DANIA LIVE 1748, LLC	
CITY OF DANIA BEACH		FLORIDA	
SHEET NUMBER		C-304	
REVISED BID SET PH II		6/30/17	
DATE		BY	



Office of the City Manager

Date: February 8, 2019

To: Mayor Lori Lewellen
Vice Mayor Lauren Odman
Commissioner Chickie Brandimarte
Commissioner Bill Harris
Commissioner Tamara James

From: Colin Donnelly, Assistant City Manager

Subject: The City's Social Media

Vice Mayor Odman identified a need to improve the City's social media and has placed the item on the February 12th City Commission Agenda for discussion.

The City has a social media presence on Facebook, Twitter and Instagram. Media content is provided by the Public Information Officer, as well as automatic announcement attached to the City's calendar. Some cities use a third party to manage their social media to insure unity of style and conformity to their branding initiative. The CRA uses such a firm.

To further this discussion, Vice Mayor Odman suggests viewing the following social media from these cities as examples of social media worthy of emulating:

<https://www.facebook.com/RoanokeVa/>

<https://www.instagram.com/cityofindianapolis/>

I have attached a social media article from ICMA '*Your Social Media Strategy*.'

Most Americans, for example, expect a response from a brand within 60 minutes of posting a comment, question, or concern on the brand's social media page.

Take, for example, Southwest Airlines. Its social command center is tasked with providing support whenever Southwest is flying and answering customer online queries within 15 minutes. In addition to listening and responding, the social business team proactively develops engaging content to generate conversation.¹

Practically speaking, this means a traveler can quickly tweet or message Southwest with flight issues and will usually have a resolution within 15 minutes, which is often faster than standing in line to speak with the gate agent.

When that same traveler arrives home and attempts to tweet or message the local government online, a sad reality is that responses can often take days and won't always include solutions. A major factor hampering this effort is that there are often layers of bureaucracy that slow online response times or, for those staff members who have been tasked with the responsibility of responding online, they don't have the authority to find a successful solution.

While government solutions will almost always be more complicated than the private sector, the communication component of the solution (or paths to solutions) is the key takeaway here. The same expectations of professionalism and customer service we place on our front counter staff should be the same expectations we have for the interactions that residents have with us online. In essence, the "digital lobby" experience should mirror that of someone walking into city hall to get questions answered.

Going back to the Southwest Airlines example, one major reason for its customer satisfaction is that staff working in the listening center are all empowered to make decisions and find solutions without needing to refer customers elsewhere in the airline's organization.

Pew research tells us that roughly three-quarters of Americans now own a smartphone and 62 percent of Americans look to social media for their news.² Another way to look at this: A growing majority of your residents would rather interact with local government through their smartphones and using social platforms rather than going to a government website, driving to city hall, or calling for information.

What Success Looks Like

Any digital community needs to be grown and cultivated through great content and interactions. Posting bulletins about commission openings or council agendas does not resonate and is almost never

shared.

Few realize that platforms like Facebook track the popularity of a page's posts. What's more, if a post is not performing well by not resonating with followers, Facebook will choose not to show it at all. This is known as the "Facebook Newsfeed Algorithm."

In contrast, bringing the community "behind the scenes" of government through photos or short, quality videos is extremely popular and helps demystify the jobs that government staffs do to serve the community. Better yet, introducing staff through short biographies and sharing about their roles help personify government.

The key here is that on social media, content needs to be interesting, shareable, and most of all, it needs to create conversations. When those conversations take place, staff needs to be in a position to quickly respond in a voice and tone that is friendly and professional, not boring and robotic.

Remember, an individual's online relationship with local government relies heavily on the connection the person makes with an agency's brand and, by that measure, the tone of voice that is connected to that brand.

A successful government social media coordinator's job is to work every day to ensure constituents have positive experiences with the organization online. These are the same expectations we would have for our front-line employees working with the public.

A Key Role

Without question, budgets remain tight and the creation of new positions cannot be taken lightly. That said, smartphones, social media, and the use of digital communications as a preferred medium are trends that will only increase with time.

The value and investment in a social media coordinator cannot be underestimated, and the need to have a position fully dedicated to that role will only become more imperative. Progressive government entities like the town of Gilbert, Arizona, have gone "all in" on the digital front, with a digital communications team that consists of a chief digital officer, digital media and marketing officer, digital journalists, and multimedia specialists.³

The Mountain View, California, Police Department is among a few Bay Area police departments that have a full-time, non-sworn social media coordinator. This position has been pivotal in creating content and promoting positive day-to-day interactions with the community.

These day-to-day interactions create positive deposits in the bank of community trust. During critical incidents and times of crisis, a social media coordinator is able to quickly and accurately disseminate information to the public.

Timely release of information allows the police department to be in the driver's seat of information, dispel rumors, and correct misinformation.

A Cohesive Network

All that said, social media is not the future of communication. Social media is the way communities network now. Those who are not effectively using digital platforms to the best of their abilities are not only falling behind, they are losing the ability to maximize connectivity with their residents.

An organization's digital footprint, and the connection it brings to its residents, provides cohesiveness to many residents and neighborhoods, especially at a time where fewer neighbors take the time to get to know each other in person.

Endnotes and Resources

1 Social Media Dallas, Listening with Heart: Southwest Airlines Social Command Center Tour: <https://www.smdallas.org/2016/03/08/listening-with-heart-southwest-airlines-social-command-center-tour>.

2 News Use Across Social Media Platforms 2016: <http://www.journalism.org/2016/05/26/news-use-across-social-media-platforms-2016>.

3 Town of Gilbert, Arizona, Digital Roadmap: <https://www.gilbertaz.gov/home/showdocument?id=9686>.

Chris Hsiung is a captain, Investigations and Special Operations Division, Mountain View Police Department, Mountain View, California (chris.hsiung@mountainview.gov).

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Solar-powered trash, recycling bins debut at Gardens bus stops

High-tech receptacles are provided at no cost to city



Louis Johnson, streets and stormwater operations manager, opens a new solar-powered trash compactor and recycling bin at a bus stop on Military Trail in Palm Beach Gardens. [RICHARD STRÄULICH/ PALMBEACHPOST.COM]

By Sarah Peters The Palm Beach Post

PALM BEACH GARDENS — New solar-powered trash and recycling compactors are beautifying city bus stops and saving the city's trash hauler money by going green.

Waste Management put 13 Big belly receptacles at the city's busiest bus stops in October, said Louis Johnson, Palm Beach Gardens operations manager for streets and stormwater. When the machines need emptying or break down, they send a text message to Johnson and the route manager at Waste Management.

The compactors kick in when the bins are about 20 percent full, Johnson said. The trash receptacle has a mail box style opening to prevent people from tossing in oversized materials that could cause the compactor to jam. The recycling component has two openings, one for bottles and one for cans.

The city will have 18 Bigbelly compactors when the installation is complete. Waste Management provides them at no cost to the city, although each one costs the trash hauler about \$4,000, Waste Management Government Affairs Manager Jeff Sabin said. Palm Beach Gardens wrapped the containers with a colorful design.

“The Bigbelly kiosks have been provided to Palm Beach Gardens through a sustainable partnership with Waste Management to really accentuate public places and also capture litter and debris that are naturally generated by these locations,” Sabin said.

The Bigbelly compactors will save Waste Management about 30 percent on collections costs. Thanks to the technology, pickups take place twice a week instead of three times, saving time, fuel and labor, Sabin said. Each bin holds about 40 gallons and compacts on a 3-to-1 ratio.

They operate on a standard 12-volt sealed lead-acid battery, the same kind used in a motorcycle or small car, Sabin said. The solar panels are protected by a clear cover made of the same material used in hockey arena shields. The compactors require about 20 minutes of sunlight per week, and it does not need to be direct exposure.

Waste Management installed the first Big Belly in the area on Jupiter Beach at the corner of Marcinski Road and AIA as a pilot in 2012, Sabin said. The town wanted to know how effective it would be. After five years, town officials asked for 10 more. Jupiter deployed custom-designed Bigbelly compactors

last year on its parks and beaches, Sabin said.

Juno Beach has a pair on Celestial Way, and Fort Pierce has them in parks and on beaches. Sabin said he's received numerous inquiries from other communities, especially since the Palm Beach Gardens deployment.

"There's tremendous potential for other partners considering the Bigbelly as an option, especially those highvolume areas," he said.

speters@pbpost.com @Speters09



Office of the City Manager

Date: February 8, 2019

To: Mayor Lori Lewellen
Vice Mayor Lauren Odman
Commissioner Chickie Brandimarte
Commissioner Bill Harris
Commissioner Tamara James

From: Colin Donnelly, Assistant City Manager

By: Paula Morrell, Director of Human Resources and Risk Management

Subject: Volunteer/Internship Policy

Following the last City Commission Meeting discussion on internships, please find attached the policy that will govern internships and volunteers.

Recommendation

It is recommended to the City Commission that the Volunteer/Internship Policy be approved.



City of Dania Beach, Florida Volunteer/Internship Policy

Volunteer/Internship Policy and Procedures	Supersedes: All previous and existing memos or administrative policies in conflict
Originating Department: City Manager	Page 1 of 5
Policy Number: CM-2019-001 Effective Date: February 12, 2019	

1 General Policy Guidelines

1.1 Introduction

The City of Dania Beach operates a volunteer/internship program in which individuals may offer their services, without the expectation of receiving compensation, when such services are mutually beneficial to the volunteer/intern and the City,

1.2 Purpose

The purpose of this policy is to establish fair and consistent guidelines for the City of Dania Beach's Volunteer/Internship Program.

1.3 Scope

The policy applies to all City departments, including City Commission, CRA, City Manager, City Attorney's office, and volunteers/interns.

2 Definitions

City - shall mean the City of Dania Beach.

Volunteer – shall mean an individual who, of their own volition, has a desire to provide some service to the City without the expectation or receipt of compensation.

Intern – shall mean individuals who are students, or recent graduates seeking hours of service, or to gain real job experience, for a period of no more than three (3) months.

3 Procedure

3.1 Human Resources Procedures

3.1.1 Human Resources will accept applications from those interested in volunteering/interning via the City's website. Applications will expire after one (1) year at which point the candidate must submit a new application indicating his/her interest in:

1. Volunteering
2. Interning

3.1.2 In order to be eligible to participate in the City's volunteer/internship program, candidates must meet the following requirements:

1. Must be willing and able to submit to a background check via fingerprinting
2. Must provide valid, unexpired identification
3. Must be willing and able to complete a volunteer/intern information form
4. Must be willing to have his/or photograph taken for a City volunteer/intern ID
5. Must be willing and able to sign a Volunteer/Internship Acknowledgement and Release Form

3.1.3 Human Resources will maintain a continuous list of qualified volunteers/interns in the order in which they were received.

3.1.4 Upon notification from a department of a volunteer/intern opportunity, Human Resources will provide the department the contact information for the first candidate on the list that possesses the necessary skills.

3.1.5 Human Resources will obtain all required paperwork and conduct all necessary screenings.

3.1.6 Human Resources will maintain a file for all volunteers/interns to include:

1. Proof of age and identification
2. Background screening results
3. Volunteer/intern Information form
4. Photograph of the volunteer/intern

5. Signed Volunteer/Internship Acknowledgement and Release Form
6. Hours logs

3.2 Department Procedure

- 3.2.1** A department in need of volunteers/interns for a specific event, period of time, or ongoing basis must submit a volunteer/intern requisition form detailing the volunteer's/intern's objectives and desired qualifications. The requisition must be signed by the department head and submitted to Human Resources for review and approval.
- 3.2.2** Upon receipt of eligible volunteers/interns from Human Resources, the department will contact the candidate to discuss the opportunity and determine if the candidate is interested.
- 3.2.3** The department will advise Human Resources of the candidate's interest, who will then obtain all of the required paperwork and conduct all necessary screenings, or provide additional candidates to the department if necessary.
- 3.2.4** Departments must maintain a volunteer/intern log, signed by the volunteers/interns, that documents all volunteered/interned hours. The log must be turned into Human Resources on a weekly basis.
- 3.2.5** Volunteers/interns between the ages of 14-17 may not work more than 20 hours per week. Those 18 years or older may work up to 35 hours per week.
- 3.2.6** If the volunteer's/intern's duties change, the department must notify Human Resources in writing as soon as possible.
- 3.2.7** Volunteers/interns may not, at any time, operate a City vehicle.
- 3.2.8** If a volunteer/intern discontinues service, the department must notify Human Resources in writing and complete another requisition if a replacement is needed.

- 3.2.9** If the department determines that they no longer need a volunteer/intern, the department must advise Human Resources in writing. Human Resources will then try to place the volunteer/intern elsewhere. If no further opportunities are available, the volunteer/intern will be placed back in the eligible pool of volunteers/interns for future selection.
- 3.2.10** Upon separation, the department is responsible for returning the volunteer's/intern's City ID, along with any other property issued, to Human Resources.
- 3.2.11** In the event that an individual volunteers/interns on-the-spot (i.e. as a walk-up at a special event), then the department must have the individual complete a Volunteer/Intern Information Form and sign a Volunteer/Internship Acknowledgement and Release form. These forms must then be sent to Human Resources.

3.3 Volunteer/Intern Requirements

- 3.3.1** While not employees of the City, volunteers/interns may still be viewed as representatives of the City. As such, volunteers/interns are expected to conduct themselves in a manner consistent with the City's core value of respect for people. All volunteers/interns shall act ethically, and practice civility and decorum in their dealings with others. If a volunteer/intern is determined to have behaved inappropriately or in violation of this policy, then he/she may be dismissed from his/her current assignment and prohibited from future volunteer/internship service.
- 3.3.2** Recommendation letters will be offered by the varied Departments to interns, if needed, for job experience purposes.

Approved by:

Assistant City Manager

Date

4 APPENDIX

4.1 Forms

Volunteer/Intern Requisition Form
Volunteer/Intern Information Form
Volunteer/Internship Acknowledgment and Release Form
Volunteer/Intern Hours Log



Office of the City Manager

Date: February 7, 2019

To: Mayor Lori Lewellen
Vice Mayor Lauren Odman
Commissioner Chickie Brandimarte
Commissioner Bill Harris
Commissioner Tamara James

From: Colin Donnelly, Assistant City Manager

Re: Dania Beach 2019 Legislative Action Agenda

Attached for your review is our 2019 Legislative Action Agenda. The document was designed primarily to express the City's general position on matters before the Florida State Legislature. It incorporates some of the recent positions of the Florida and Broward League of Cities. Our action agenda includes:

- Short Term Rentals legislation reform that would abolish state preemption and allow local governments to regulate vacation rentals in their community.
- The City's positions flow primarily through our belief in the concept of Home Rule and our position to oppose and discourage Unfunded Mandates from Tallahassee.
- The Broward League of Cities past position is to levy a special assessment for law enforcement, whereas our position is a special assessment more broadly for public safety.
- We included a provision that School Resource Officers/Deputies be funded by the State.
- We included a regulation to prohibit portability of pari-mutuel licenses.

-We support legislation to allow a condemning authority to transfer property obtained through eminent domain to a private party if condemned under a noise mitigation program.

-Increase funding for the statewide beach management program.

-100% State funding for the C-51 Reservoir Project.

Once adopted by the City Commission, this general plan and funding request will be reviewed by staff with our legislative consultant, Ron Book, for discussion with the State Legislature.

City Commission adoption of this general plan is requested.



City of Dania Beach 2019 Legislative Action Agenda

Home Rule

Home rule authority is the concept that local government is the closest to its citizens and the City Commission, as the duly elected local representative body of the citizens, is the proper authority to determine the needs of the community.

Most direct services to citizens come from City government. The City supports maintaining home rule authority and opposes any legislation that diminishes home rule.

Short Term Rentals

The trend of short term vacation rentals is destroying the social fabric of our neighborhoods and preemptive legislation in place restricts the City from protecting its residents.

The City of Dania Beach support legislation that would repeal the Legislature's preemption on short term rentals and revert control of its neighborhoods back to local government.

Unfunded Mandates

Unfunded mandates are legislative programs, projects or other requirements that are created by the State (or Federal) government requiring City governments to expend local revenues to enforce or implement.

The City of Dania Beach supports legislation that requires thorough State analyses and identification of fiscal impacts of legislation affecting cities. Further, the City supports legislation that prohibits new unfunded mandates and identifies State funding sources when unfunded mandates are identified.

Revenue, Expenditure and Financial Issues

The City of Dania Beach supports legislation that protects the City's financial stability, revenues, and service-levels reflecting the needs of the residents of Dania Beach. This includes opposition to state-mandated revenue or expenditure caps; support of legislation that provides comprehensive employee pension reform; and removes statutory mandates to offer subsidized insurance coverage to retirees.

-Revenue and Expenditure Caps

State-mandated revenue caps ignore the concept of Home Rule and restrict citizens' ability to receive levels and methods of service they desire.

The City of Dania Beach opposes State-mandated revenue or expenditure caps.

-Public Safety Special Assessment

Public safety services typically account for more than 50% of a city's general fund budgets. Though the public supports high quality public safety services, the cost is becoming a concern to taxpayers. That cost is funded as part of the general ad valorem taxes with other city services.

The City of Dania Beach supports legislation that enables municipalities to levy a revenue-neutral, voluntary special assessment for public safety services.

-Pension Reform Legislation

Pension costs are creating a large financial liability for cities and their taxpayers throughout the State of Florida. Current, costly pension mandates conflict with the Legislature's expressed desire to limit government spending.

The City of Dania Beach supports legislation that provides comprehensive municipal pension reform.

-Subsidized Retiree Insurance Coverage

Statutory requirements for public employers to offer ongoing subsidized health, hospitalization, and other insurance coverage for retirees has become onerous.

The City of Dania Beach supports legislation that removes statutory requirements for cities to offer insurance coverage to retirees.

Water Supply Funding

The City of Dania Beach supports legislation that improves the development and financing of water supply, quality and infrastructure needs. This includes funding for water resource development, reclaimed water, storm water retention strategies, and general water governance:

-Reclaimed Water

The City supports legislation removing reclaimed water from regulatory actions by water management districts allowing it to remain available for use as an element of a city's water supply plan and permitted discharge policy. Reclaimed water should be allocated to the water utility allowing municipalities to create mandatory reuse zones within their jurisdictions.

-Storm Water Retention Strategies as Alternative Water Supply

The City of Dania Beach support legislation that allows utilities to utilize storm water capture and storage systems as a means of augmenting public water supplies and improving environmental conditions in coastal waters. The City supports legislation allowing the State and water management districts to offer assistance in funding, legal and operational support toward the goal of developing storm water retention systems

for water supply purposes. In addition, the City supports 100 % funding from the State of Florida for the C-51 Reservoir Project.

-Water Governance

The City of Dania Beach supports legislation that enhances a city's participation in water management district regulatory policies.

Marine Economic Zone

Marine industries are vital to the economy and quality of life in Florida. Marine industries including marinas, boating, yachting, dredging and related activities must be protected.

The City of Dania Beach supports legislation recognizing the importance of marine industries in the region and endorses mitigation alternatives with particular regard to dredging.

Working Waterfronts

Access to water bodies, waterways, and recreational water activities are an invaluable resource in Florida. Water body access and opportunities require protection by government.

The City of Dania Beach supports legislation that increases funding sources and provisions to assist local government in obtaining properties to preserve or improve public access to Florida waterways and water bodies; preserving recreational and commercial working waterfronts; and constructing, improving, and maintaining boating projects and infrastructure.

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Growth Management and Transportation

In 2010, voters rejected Amendment 4 to the Florida Constitution, requiring voters to approve all local comprehensive land use plan changes, preferring to continue to allow their local elected representatives to understand growth issues and make responsible decisions in line with Home Rule Authority. Additionally, Dania Beach is the primary transportation hub of Broward County with Port Everglades, the Atlantic Ocean, the Intracoastal Waterway, the International Airport, the FEC and CSX railways, Interstates I-95 and I-595 and various roads and waterways.

The City of Dania Beach supports legislation limiting State regulatory power to issues requiring interregional coordination; streamlining growth management processes and reporting requirements for fiscally constrained and built-out cities; and acknowledging home rule powers in the local application of the pending ordinance doctrine as established by the courts. The City supports legislation enhancing and protecting transportation and

the utilization of land use policies that encourage the development of mass transit and establishment of a transportation funding allocation directly to City governments.

Economic Development

The downturn in the national, state, and local economies has created serious budgetary and financial concerns for local governments and their taxpayers. Strong, effective policy leadership is essential to improve economic conditions and create employment and business opportunities.

The City of Dania Beach supports legislation that creates a comprehensive State economic development policy, enacts measures to promote and attract favorable business development, promote tourism and develop tourist-related industries, improves boating and marine industries opportunities, and improves the development of Casino gambling-related industries and activities.

School Resource Officers/Deputies

School Resource Officers/Deputies are police officers and deputy sheriffs that are assigned to public schools for maintaining the safety of the children and staff of area schools. In some counties the County School Board provides the funding or staffing of School Resource Officers. In Broward, local municipalities bear much of the cost for school resource officers/deputies. Funding of school resource officers/deputies is not the responsibility of City government.

The City of Dania Beach supports funding of school resource officers/deputies through State lottery and gambling revenues to the County School Boards, with the full responsibility of 100% funding through the County School Board.

Alternate and Renewable Energy

Alternate and renewable energy sources are forms of energy that differ from traditional forms of energy (e.g., fossil fuels, nuclear) that have no or diminished undesired environmental consequences (e.g., wind, solar, geothermal, hydroelectric, etc.) They lessen pollution and carbon emissions and naturally replenish.

The City supports legislation that encourages the development and implementation of a meaningful, cost-effective, statewide renewable and alternative energy policy that encourages the development of new and efficient technologies to help create jobs and industries throughout Florida in line with the action agenda of the Florida League of Cities.

Public Notice Alternatives

Methods of effective communication with citizens have changed over the years. Citizens often receive information through direct mailing, physical posting of property, the Internet postings, publications, television, etc.

The City of Dania Beach supports legislation that authorizes municipalities to promote effective public notice for various matters via additional methods other than solely newspapers.

Gaming

Various gaming interests have proposed legislation that allow for the proliferation of gaming in the state which includes the transfer of pari-mutuel gaming licenses. Broward County has four pari-mutuel gaming sites and Seminole Tribe gaming facilities. Dania Beach is home to Dania Jai Alai.

The City of Dania Beach opposes regulations that support portability of pari-mutuel licenses. The City of Dania Beach supports legislation that puts Dania Jai Alai on a competitive plane with other gaming interest in the County.

Eminent Domain

Current regulation prohibits the transfer of property obtained through eminent domain to a private party for ten years. The expansion of the south runway at Fort Lauderdale-Hollywood Airport resulted in the taking of property. The reuse of this property by the private sector for more compatible airport related uses would benefit the residents of Dania Beach if the time prohibition from transfer is abolished.

The City supports legislation to allow a condemning authority to transfer property obtained through eminent domain to a private party if condemned under a noise mitigation program.

Beach Management Funding

Beaches are the engine that drives Florida's tourism economy. Beaches are Florida's Number 1 tourist attraction – 91.4 M out-of-state visitors traveled to Florida. 38.4 M or 42% were beach-oriented visitors. Economic benefits of beach tourism were \$55.2 billion in sales added to Florida's economy. State funding in the current amount of \$30 M is no longer sufficient to sustain the statewide beach management program.

The City supports legislation to provide for new and greater funding for the statewide beach management program.

Florida League of Cities 2019 Legislative Action Agenda (attached)

Broward League of Cities 2018 Legislative Action Agenda (attached)

Funding Request

The following project has been identified for a funding request through the state legislature as a direct appropriation after consultation with the city's legislative consultant. Mr. Book's office stressed once again projects that are related to emergency management and those construction projects that are shovel ready. In addition, the legislature is more likely fund projects with a significant cash match and that are shovel ready. The project below, best meet Mr. Book's directions.

Budget Appropriation:

NW/SW 1 Avenue Water Main

The project is to install a new 12 inch watermain on SW 1st Ave from Stirling Road to City Hall and NW 1 Avenue from NW 2 Street to NW 3 Street. The scope includes tying into the newly laid 12 inch watermain pipe for the recently constructed for hotels on Federal Highway that back up to NW/SW 1 Street corridor. The project will be for 2,200 of linear feet of new pipeline. The plans are currently in the 90% design phase. The project is anticipated to go to permitting with the state in February and be ready for bidding by June 2019, and completed by 12/20/2019.

The request is for \$250,000.00

The Broward League of Cities 2018 Legislative Agenda

Most importantly, the Broward League of Cities will *defend and protect the fundamental right of Home Rule authority*. We will **OPPOSE** any legislative efforts to alter Floridians' constitutional rights providing for self-government under municipal Home Rule power.

General Government

COMMUNICATIONS SERVICES TAX AND LOCAL BUSINESS TAX PROTECTION

SUPPORT legislation that protects general revenues collected from the communications services tax and local business tax. These revenues are essential to providing municipal services. A diversified revenue base is necessary for the fiscal stability of local governments and improves their ability to serve citizens and businesses.

COMMUNITY REDEVELOPMENT AGENCIES

SUPPORT legislation to improve municipalities' use of community redevelopment agencies to effectively carry out redevelopment and community revitalization in accordance with home rule.

SHORT-TERM RENTALS

SUPPORT legislation that repeals the state preemption of the regulation of vacation rental properties to allow local governments to regulate such properties to protect the health and welfare of residents, visitors and businesses.

SOBER HOMES

SUPPORT legislation requiring certification for all recovery residences and recovery residence administrators to ensure that this vulnerable population is protected and that recovery residence administrators have the competencies necessary to appropriately respond to the needs of residents.

IMPACT FEES

OPPOSE legislation that prohibits local governments from collecting impact fees prior to the issuance of a certificate of occupancy for the property that is subject to the fee, as well as other legislative restrictions.

MUNICIPAL AND COUNTY PUBLIC OFFICERS AND EMPLOYEE TRAVEL

OPPOSE legislation requiring a candidate for elected municipal office to file full and public disclosure of financial interests upon qualifying for office; requiring elected county or municipal public officers who are candidates for elected office to make certain campaign finance reports available on certain websites; requiring requests to travel out of state by county or municipal public officers be approved by governing board of county or municipality; limiting travel expenses of such public officers or employees; prohibiting advancement or reimbursement for certain travel expenses of such public officers or employees; requiring county or municipal public officers to report certain travel expenses; requiring elected municipal officers to file full and public disclosure of financial interests.

TREE AND TIMBER TRIMMING, REMOVAL, AND HARVESTING

OPPOSE legislation that preempts to the state the trimming, removal or harvesting of trees and timber on private property, and prohibits local governments from restricting these activities on private property; prohibits local governments from imposing mitigation requirements (including fees or tree planting) for the removal or harvesting of trees; prohibits a local government from prohibiting the burial of trees or vegetative debris on properties larger than 2.5 acres.

Sustainability

FRACKING

SUPPORT legislation that imposes a statewide ban on fracking.

TIDAL & STORM WATER FLOODING

SUPPORT legislation that increases funding for transportation and aging infrastructure projects, including bridges, roads, and wastewater treatment plants in an effort to mitigate and adapt to increasing tidal and storm water flooding.

Transportation

SUPPORT legislation that provides increased funding to municipalities for transportation choices and allows flexibility in the use of those funds.



Incorporated in 1957 as a 501(c)(4) non-profit, the Broward League of Cities serves all of Broward County's municipalities. League membership includes elected municipal officials representing more than 1.8 million residents and over 120 associate government, non-profit, and business organizations.

For the Broward League of Cities' position on specific bills, please contact our office or visit our website at www.browardleague.org



2019

FLORIDA LEAGUE OF CITIES LEGISLATIVE ACTION AGENDA

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The Florida League of Cities, Inc. was founded on the belief that local self-government is the keystone of American democracy.

Introduction

Each year, municipal officials from across the state volunteer to serve on one of the League's five legislative policy committees. These committees develop the League's Legislative Action Agenda, which addresses priority issues most likely to have a statewide impact on daily municipal operations and governance.

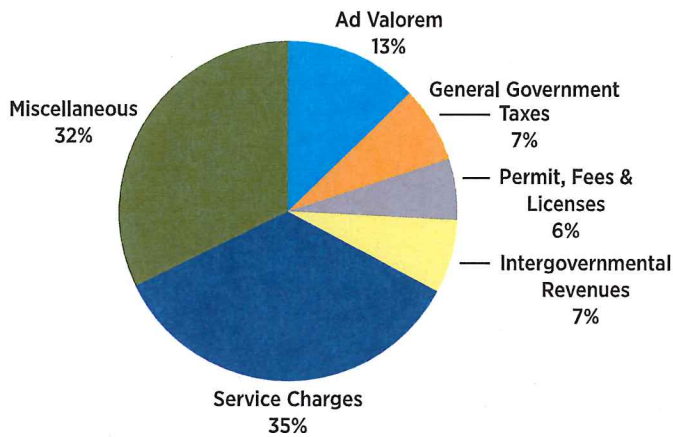
This year, there are five priorities – one developed by each of the policy committees. The priorities were considered and approved by the full League membership on November 16, 2018.

MUNICIPAL SERVICES

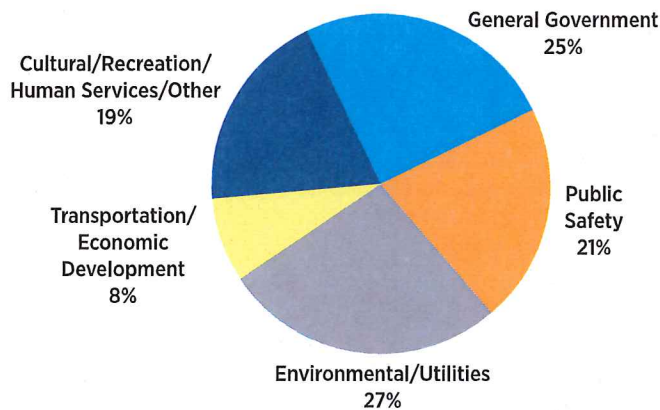
Just as no two cities are alike, each city's menu of services is also different. The most important aspect of municipal services is that the services are created to meet the demands of the residents. Each city offers those services desired by its own citizenry. ■

City Budgets At-A-Glance

MUNICIPAL REVENUES FY 2017



MUNICIPAL EXPENDITURES FY 2017



MUNICIPAL SERVICES (IN-HOUSE AND CONTRACTED)

Beach Access: **24%**
 Cemetery: **35%**
 Charter School: **6%**
 City-Run Public Transportation: **17%**
 Library: **39%**
 Marina: **16%**
 Parks: **88%**
 Recreation Centers: **57%**

UTILITY SERVICES

Electric: **8%**
 Water: **67%**
 Waste Water: **61%**
 Storm Water: **59%**
 Reclaimed Water: **26%**
 Natural Gas: **7%**
 Residential Solid Waste Collection: **35%**
 Non-residential Solid Waste Collection: **26%**
 Curbside Residential Recycling: **23%**

SAFETY SERVICES (IN-HOUSE AND CONTRACT)

Police Services: **88%**
 Fire Services: **83%**
 Emergency Medical Services: **66%**

Source: FLC CityStats Statewide Regional Trends, 2017.



Florida's cities, towns and villages are centers of economic, social and cultural energy. Each city is a catalyst for the quality of life enjoyed by its residents.

WHAT IS A CITY IN FLORIDA?

Under Florida's Constitution, municipalities are corporations – vested with broad governmental and proprietary powers. Each city is a corporation with a board of directors (council or commission) elected by the people (stockholders) to provide services and self-determination. Each city in Florida has a charter detailing its elections, administrative structure and scope of services. Details are found in policies, ordinances and administrative codes.

HOME RULE

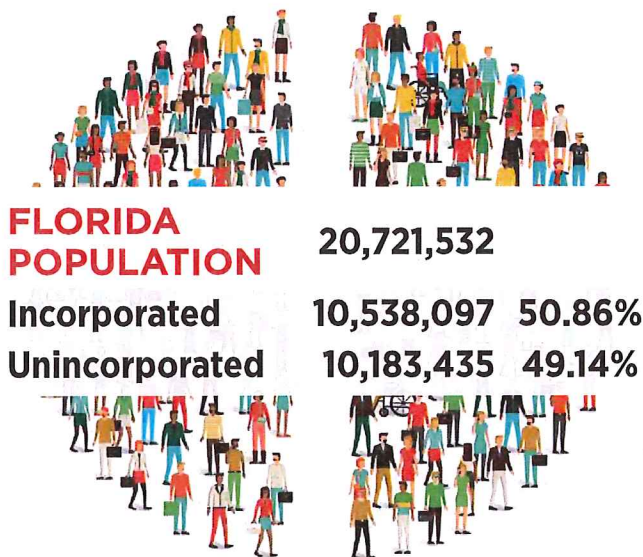
Since 1968, Floridians have recognized the need for cities to have Home Rule powers, as included in the Constitution (Article VIII, Section 2(b)) and ratified by the Legislature

in 1973. This right gives each city the flexibility to craft its laws specifically to its own unique needs. After all, with 412 cities ranging in size from Westlake (pop. 5) to Jacksonville (pop. 891,207), one size does not fit all. This right means any city can adopt its laws so long as the law doesn't conflict with state or federal law. Cities in Florida are not "of" the state, but "in" the state; an important distinction between municipal authority and other local governments.

WHY CITIES ARE CREATED

Services and self-determination. Cities provide their residents with essential services, such as water, wastewater, storm water utilities, police, fire prevention and EMS, road building and maintenance, parks and recreation, land-use codes, planning and code enforcement, animal control, solid waste and recycling, neighborhood services, libraries and cemeteries.

ILLUSTRATION © GETTY.COM



Source: Bureau of Economic and Business Research, 2018 population estimate.

QUICK FACTS

Number of municipalities: **412**

Number of elected municipal officials: **2,252**

Largest city: **Jacksonville: 891,207**

Smallest city: **Westlake: 5**

Median municipal population: **5,864**

Percentage of Floridians living in a city, town or village: **50.6%**

Source: Populations from BEBR December 2017 population estimates.

A BREAKDOWN OF FLORIDA CITIES BY POPULATION

46% <5,000 population (190 cities)

21% 5,000-15,000 population (87 cities)

22% 15,000-60,000 population (90 cities)

11% >60,000 population (45 cities)

Source: Populations from BEBR December 2017 population estimates.

Self-determination is the ability to make local decisions locally. Cities are citizen-driven representative democracies with citizen engagement, citizen input and citizen leadership.

CATALYSTS FOR ACTION

A city is a key player in economic development, business retention and regional commerce. City leaders work with county, state and federal resources to help provide new business incubators, workforce placement, affordable housing, educational and technical needs, and public transportation. City leaders also help with redevelopment when an area is faced with blight or struggles to overcome other challenges.

REVENUES AND EXPENDITURES

Florida's cities receive an average of half of their revenues from user fees and charges for service. The largest sources

of tax revenue come from the property tax; state shared revenue, which includes a portion of the state sales tax and gas tax; and the public service tax, also called utilities tax. Cities also rely upon intergovernmental revenue, grants, license fees and permit fees.

FOCUSED ON EXCELLENCE

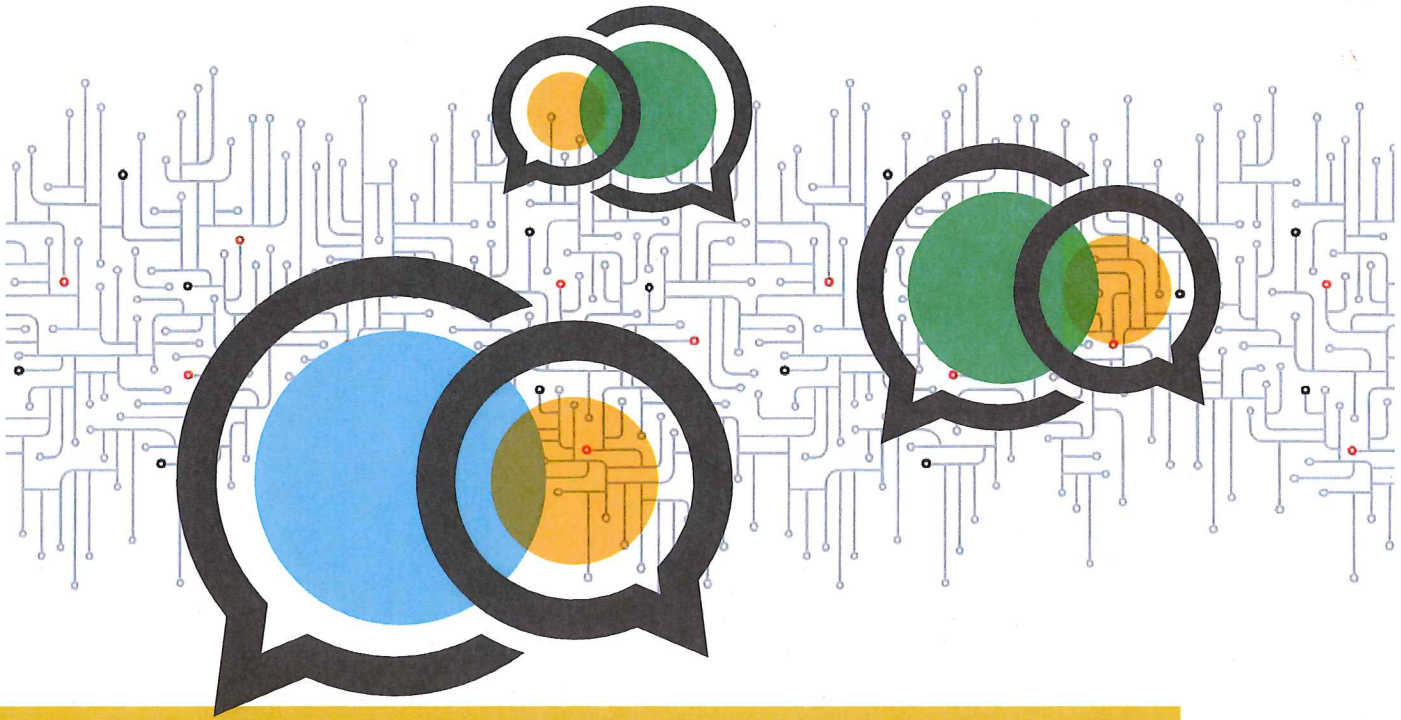
Cities are the only optional level of local government in Florida. Cities must provide their services as cost effectively as possible. Councils and commissions know their success often rests upon that bottom line and achieving their key goals with a balance of efficiency, effectiveness and innovation to create a city that residents are proud to call their hometown.

WANT TO LEARN MORE?

floridaleagueofcities.com ■

Rev 12/2018

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Communications Services Tax Protection

PRIORITY STATEMENT:

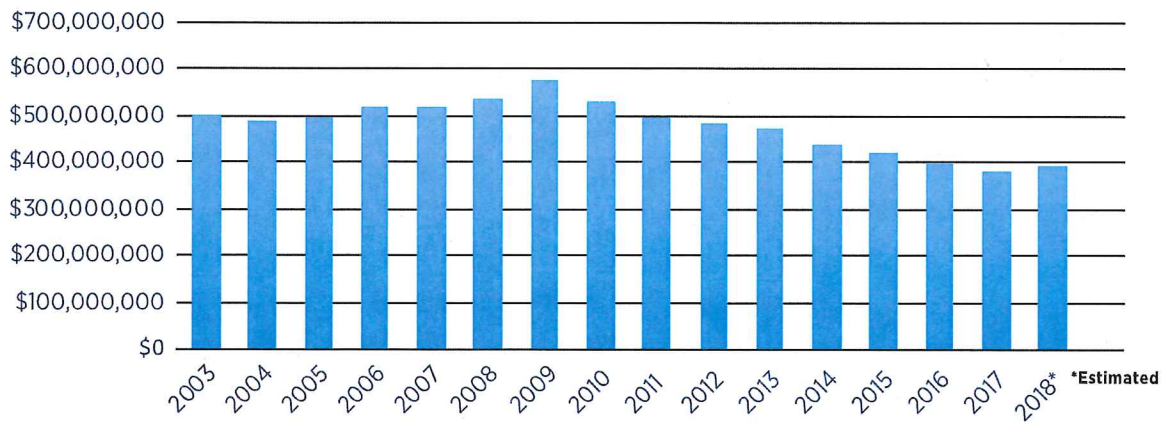
The Florida League of Cities **SUPPORTS** legislation to reform the Communications Services Tax in a manner that is revenue neutral; provides for a broad and equitable tax base; provides for enhanced stability and reliability as an important revenue source for local government; and provides a uniform method for taxing communication services in Florida. Reform should promote a competitively neutral tax policy that will free consumers to choose a provider based on tax-neutral considerations.

BACKGROUND:

In 2000, the Florida Legislature restructured taxes and fees on telecommunications, cable, direct-to-home satellite and related services under the Communication Services Simplifications Act. This act replaced and consolidated seven different state and local taxes and fees into a single tax that has two centrally administered parts, the state and the local communications services tax (CST). The intent of this legislation was to provide a fair, efficient and uniform method for taxing communications services

ILLUSTRATIONS@GETTY.COM

COMMUNICATIONS SERVICES TAX



Data Source: Florida Department of Revenue, Communication Services Tax Distribution Data and the Florida Legislature's Office of Economic and Demographic Research.

sold in Florida, including a competitively neutral tax policy for consumers. The local CST is one of the main sources of locally levied general revenue for municipalities, providing them with almost \$400 million annually. Counties collect more than \$200 million a year. The State of Florida collects approximately \$687 million, including direct-to-home satellite, and shares a portion of those revenues with cities through the Municipal Revenue Sharing Program and Local Half-Cent Sales Tax Program. These revenues may be used for any public purpose, including pledging the revenues to secure bonds.

The CST applies to telecommunications, video, direct-to-home satellite and related services. The definition of communications services encompasses voice, data, audio, video, or any other information or signals transmitted by any medium. Examples of services subject to the tax include local, long distance and toll telephones; voice over internet protocol telephones; video services;

video streaming; direct-to-home satellite; and mobile communications. The tax is imposed on retail sales of communications services that originate and terminate in Florida or are billed to an address within the state. A county or municipality may authorize the levy of a local CST. The local tax rates vary depending on the type of local government. In addition to the local CST, any local option sales tax that a county or school board has levied is imposed as a local CST.

Over the past few years, the economy, legislation and changes in technology have eroded the tax base for the CST. Additionally, there has been a movement by the Florida Legislature to reduce the total tax rate, both on the state and local CST. The Florida League of Cities recognizes that because technology has evolved over the past two decades, it is important to take a comprehensive look at how Florida taxes communication services and how to best modernize the revenue stream. ■



Community Redevelopment Agencies

PRIORITY STATEMENT:

The Florida League of Cities **SUPPORTS** legislation to protect and improve municipalities' use of community redevelopment agencies to effectively carry out redevelopment and community revitalization in accordance with Home Rule.

BACKGROUND:

There are 222 active community redevelopment agencies (CRAs) in Florida. They were established to encourage new investment and job creation in urban areas that were

blighted as a result of substantial growth moving away from the urban core.

For many years, residential development and commercial and governmental facilities were being built outside central urban areas. As these central urban areas became vacant or underutilized, high crime rates followed, creating a decline in the economic and social vitality of many municipalities. Faced with these challenges, municipalities, working with their respective counties, have exercised their discretion to establish a CRA as a means for economic recovery in these areas.

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Under Florida law (Chapter 163, Part III), local governments are able to designate areas as CRAs when certain conditions exist. These conditions include: the presence of substandard or inadequate structures, a shortage of affordable housing, inadequate infrastructure, insufficient roadways and inadequate parking. To document that the required conditions exist, the local government must survey the proposed redevelopment area and prepare a "Finding of Necessity."

If the Finding of Necessity determines that the required conditions exist, the local government may create a CRA to provide the tax increment financing tools needed to foster and support redevelopment of the targeted area, and to spur job growth. This redevelopment tool is used by Florida counties and cities of all sizes, from Miami-Dade County, Tampa, Orlando and Jacksonville, to Hernando County, Madison and Apalachicola, to improve their targeted areas.

The tax increment used for financing projects is the difference between the amount of property tax revenue generated before the CRA designation and the amount of property tax revenue generated after the CRA designation. Monies used in financing CRA activities are, therefore, locally generated. CRA redevelopment plans must be consistent with local government comprehensive plans. This makes CRAs a specifically focused financing tool for redevelopment.

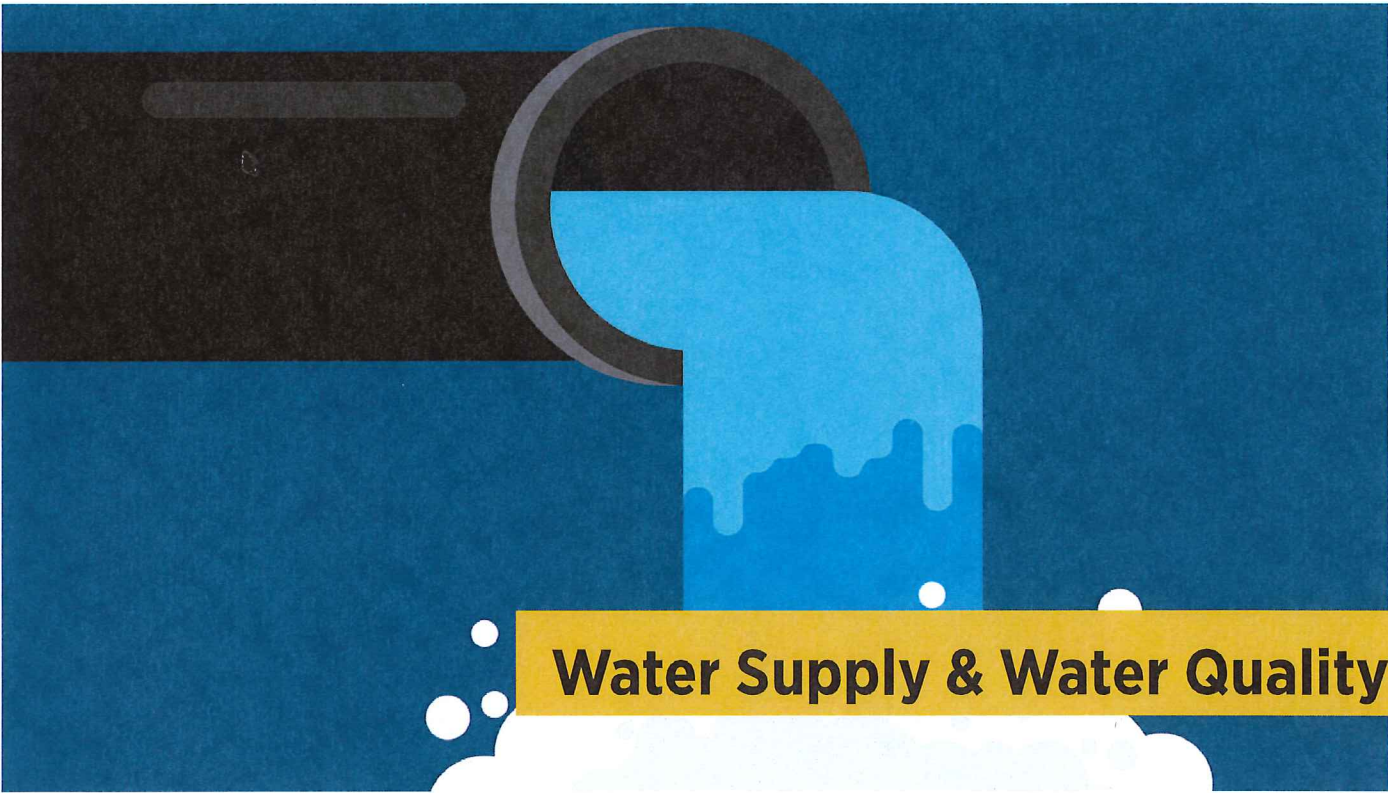
This financing system is successful because it provides specific public services without increasing or levying any new taxes. Both residents and business owners favor this system because the taxes they pay on their investment are rewarded with direct benefits from the CRA. Also, unlike a city or county government, a CRA may utilize tax increment financing as a way to leverage these local public funds with private dollars to make redevelopment happen in public/private partnerships.

ADDITIONAL POINTS:

1. The state should be wary of attempts to restrict the use of tax increment financing, particularly if the debate is over money and control and not about the merits of revitalizing blighted areas. CRAs have demonstrated that the use of the funding dramatically improved the economic and social outcomes within the targeted areas. These outcomes benefit cities, counties and, more importantly, the taxpayers.
2. CRAs and tax incrementing financing have been integral tools for municipalities to provide improvements to run-down urban cores for more than 30 years. It is not in the state's best interest to restrict municipalities' ability to revitalize and redevelop areas that are struggling the most. This is especially true, given the sunset of the state funded Enterprise Zones program and the lack of alternative programs that address slum and blighted areas in Florida.
3. Redevelopment of an area can take different twists and turns to accommodate shifting circumstances, requiring the need for flexibility. Any attempt to increase bureaucratic or political interference would hinder the ability of the CRA to respond nimbly and comprehensively in implementing redevelopment initiatives.
4. On February 3, 2016, the Miami-Dade County Grand Jury filed a report titled "CRAs: The Good, the Bad and the Questionable" that asserts the highest priority of Florida's CRAs should be affordable housing. This view of CRAs incorrectly reduces and mislabels their value and core mission as versatile revitalization engines. The Grand Jury report asserts CRAs are not held accountable for their spending and, therefore, public tax dollars are being abused by city officials. This is incorrect. The use of TIF funds must be consistent with the redevelopment plans agreed to by the citizens in a community.

5. Overall, the comprehensive community redevelopment plans that are created and implemented by CRAs are uniquely designed to address that area's specific needs for revitalization. Creating affordable housing is just one of the many roles that CRAs may play, and it should be part of a balanced economic development strategy. There are a variety of community, state and federal programs with the primary mission of providing affordable housing and CRAs consistently partner with and invest in these programs. The Florida Redevelopment Act, which governs CRAs, is designed to be adaptable to Florida's widely diverse communities.
6. Local governments create CRAs to respond to local needs and concerns to address slum and blight. CRA boards act officially as a body distinct and separate from the governing body of a city or county, even when it is the same group of people. By allowing elected officials to serve as CRA board members, CRAs provide knowledgeable representation to taxpayers from individuals who are familiar with community needs. Ultimately, elected city officials are held accountable by their decisions.
7. At times, some county governments have been critical or uncooperative in the creation and expansion of CRAs by municipalities. These intergovernmental disputes have led to unnecessary conflicts between local governments. In some instances, questions regarding the interpretation of certain provisions of the Community Redevelopment Act are being disputed. ■





Water Supply & Water Quality

PRIORITY STATEMENT:

The Florida League of Cities **SUPPORTS** legislation to address the state's critical water resource and water quality deficiencies to mitigate the negative economic impact of these deficiencies through priority corrective actions and funding. The legislation should include:

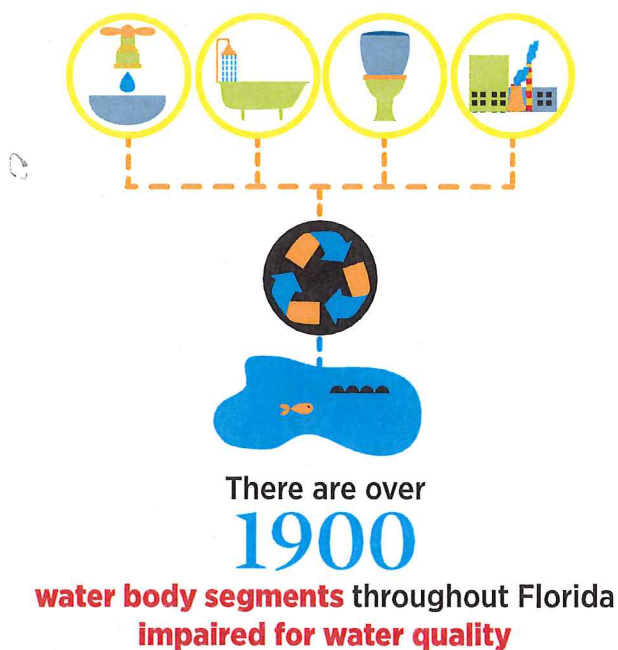
- ▶ establishment of a dedicated and recurring source of state funding to meet current and projected local government water supply and water infrastructure needs;
- ▶ annual assessment by the State of the state, regional and local water resource and water quality infrastructure improvement needs; and

- ▶ development of regional plans to prioritize actions and schedules for addressing integrated water quality and water supply needs based on objective criteria.

BACKGROUND:

Florida's ability to meet the water needs of its growing population, industries and natural environment exceeds available supply and infrastructure. It is estimated that \$48.71 billion will be needed over the next 20 years to meet needs for drinking water and wastewater, flood control, nutrient pollution, Everglades restoration, and beach and inlet erosion. Florida does not have a dedicated long-term, recurring source of funding for water supply, water quality and associated infrastructure.

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Source: 2016 Report Card for Florida's Infrastructure, American Society for Civil Engineers.

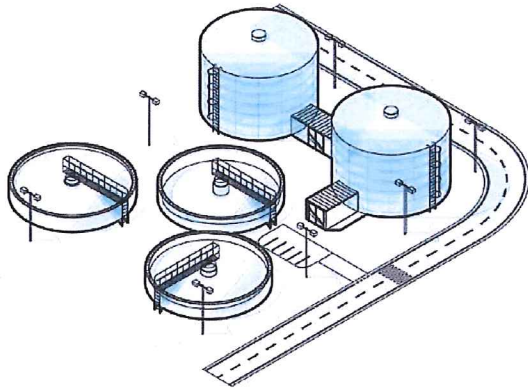


Source: EPA Drinking Water Infrastructure Needs Survey and Assessment - Fifth Report to Congress, September 2015.

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In 2005, the Florida Legislature took initial steps to establish a dedicated source of funding for water quality and water supply projects by creating and funding the Water Protection and Sustainability Program. Local funding matches and transparent grant criteria were hallmarks of the program. The program was funded with \$100 million in recurring revenues – an amount that represented less than 1 percent of the state's total budget. During the program's first three years, the state and water management districts contributed \$423 million for alternative water supply development that funded 344 local projects. These projects were anticipated to generate 842 million gallons of new water per day. The program was drastically cut in 2008, and funding to the trust fund was eliminated in 2009.

Other than the brief success of 2005's SB 444, Florida's history of water project and infrastructure funding has been one of band-aids and crisis management. Dying springs and algae-choked estuaries prompted the passage of SB 552 and HB 989 in 2016. Among other things, these bills required septic tank remediation plans for certain spring sheds and provided dedicated percentages of Amendment 1 money for the benefit of the Everglades and surrounding estuaries, Lake Apopka and springs. Continued algae blooms in South Florida estuaries prompted passage of SB 10 in 2017, which provided a \$1.5 billion plan for water storage needed to combat nutrient pollution in these areas. These bills were critically needed, but problems persist throughout the state and continue to grow.



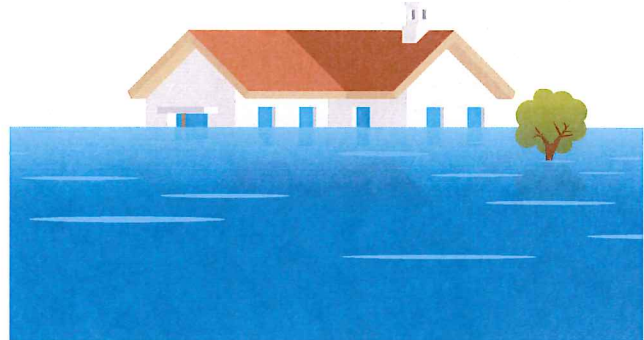
\$18.5 billion
is needed for wastewater
infrastructure improvements by 2020

Source: EPA Clean Watersheds Need Survey 2012, Florida.

The extent and nature of the state's water and infrastructure problems vary among regions and communities. For some local governments, their most acute need is finding resources to mitigate nutrient pollution from septic tanks. Others are desperately seeking ways to increase available water supply through the creation of alternative water supplies, including reuse of reclaimed water. Still others grapple with the enormity of retrofitting their communities against increasing tidal and storm flooding.

SB 552, passed in 2016, created Section 403.928, Florida Statutes, to require the state Office of Economic and Demographic Research (EDR) to conduct an annual assessment of Florida's water resources and conservation lands. The assessment is required to include an analysis

\$69 billion
in coastal property in Florida
that is not at risk today
could flood at high tide by 2030



Source: "Come Heat and High Water: Climate Risk in the Southeastern U.S. and Texas," July 2015, Risky Business Project.

and estimates of future expenditures by federal, state, regional and local governments and utilities based on projected water supply and demand data, and historical, current and projected revenue and expenditure data. The EDR assessment report should be refined and enhanced to identify future needs over the short, intermediate and long term. This needs assessment and identification will assist policymakers in prioritizing and maximizing efficient use of state funds. ■

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Transportation Funding

PRIORITY STATEMENT:

The Florida League of Cities **SUPPORTS** legislation that preserves local control of transportation planning. The legislation should create an equitable transportation funding formula among the state, municipalities and counties, while providing for additional transportation revenue to support innovative infrastructure and transit projects to meet the surging transportation demands driven by dramatic growth throughout Florida.

BACKGROUND:

Transportation infrastructure is paramount to the prosperity of all cities. It greatly affects quality of life by influencing peoples' decisions about where to live, work and spend their free time. In many Florida cities, roads have reached capacity and cannot be widened anymore.

As the number of cars on Florida's roads increases, there needs to be a greater focus on alternative transportation.

With over a million visitors each year and more than 900 people moving to Florida each day, the state's transportation infrastructure is rapidly declining. Congestion is a growing problem, and the added wear and tear on our roads means more frequent and more costly repair or replacement. At the same time, highway construction costs continue to escalate. Some of this increase is directly attributable to technological advancements that are necessary to implement a "smart transportation infrastructure" where train stations, bus stops, airports, and car- and bike-sharing stations become integrated parts of one big open high-speed connected communications network.



ILLUSTRATION © GETTY.COM

Only **3%** of Floridians use some form of public transit — **virtually unchanged since 2013.**

Source: Florida Department of Transportation.

To compound the problem, the federal gas tax was last increased in 1997, the state gas tax in 1943, the county gas tax in 1941 and the municipal gas tax in 1971. The Fuel Sales Tax and the State Comprehensive Enhanced Transportation System Tax, which are the State of Florida's portion of the motor fuel tax rates, are adjusted once a year to account for inflation. A major portion of transportation funding flows to municipalities through county, state and federal taxes on gasoline. Allowing municipalities the ability to index their local motor fuel tax rates is one way to provide greater flexibility to fund their unique transportation needs.

While the federal, state and county governments have a variety of tools available to address transportation funding, municipalities have limited revenue options for funding transportation projects. For example, charter counties may currently hold a referendum on whether to impose up to a 1 percent sales tax to fund transportation infrastructure projects. Recently, voters in Hillsborough County passed such a tax that will be in effect for 30 years and raise about \$9 billion over that time period. Giving municipalities the same transportation revenue options would create a new funding mechanism.

Transportation projects are often the catalyst for economic development and the result of growth within a community. As municipalities lack options to increase revenue and continue to struggle to fund local transportation projects, increased and alternative funding sources at the state level are a necessity. ■



Short-Term Rentals

PRIORITY STATEMENT:

The Florida League of Cities **SUPPORTS** legislation that restores local zoning authority with respect to short-term rental properties, thereby preserving the integrity of Florida's residential neighborhoods and communities. The Florida League of Cities **OPPOSES** legislation that preempts municipal authority as it relates to the regulation of short-term rental properties.

BACKGROUND:

In 2011, the Florida Legislature prohibited cities from regulating short-term vacation rentals. A short-term vacation rental is defined as a property that is rented more than three times a year for less than 30 days at a time. The legislation passed in 2011 included a provision

that "grandfathered" any ordinance regulating short-term rentals prior to June 1, 2011. Since that time, a number of cities, both "grandfathered" cities and those that did not have an ordinance in place, have experienced problems with these properties. The effect of the 2011 law is that two separate classes of cities were created respective to short-term rentals, those with Home Rule authority and those without.

In 2014, the Legislature passed SB 356 (Thrasher), which diminished the preemption on short-term rentals. The 2014 law allows local governments to adopt ordinances specific to these rentals so that they can address some of the noise, parking, trash and life-safety issues created by their proliferation in residential neighborhoods. Unfor-

ILLUSTRATIONS © GETTY.COM

tunately, SB 356 left in place existing statutory language stating that cities cannot “prohibit” short-term rentals or regulate the duration or frequency of the rental.

Those cities fortunate enough to have had an ordinance in place prior to the 2011 preemption are still allowed to regulate short-term rentals, but the question remains whether these ordinances will continue to be valid if amended. Some city attorneys believe these ordinances are “frozen” and any future amendments would cause a loss of the “grandfather.” The problem with this is twofold. First, with the rise of popular rental websites like Vacation Rental by Owner (VRBO) and AirBnB making it easier to advertise and rent these properties, the number of properties used as short-term rentals in Florida has exponentially increased in the last four years. Second, as a result of this enormous growth in the rental market, the scope of the problem has changed and ordinances adopted before 2011 may no longer be effective.

It is important to note that many of Florida’s larger cities (with a larger professional staff) fell into the grandfathered category. They have retained the ability to regulate these properties through zoning and may have duration and frequency requirements. Some of these cities may want to amend their ordinances to adjust to a changing problem. They are reluctant to do so out of fear of losing their existing ordinance and with it their Home Rule authority relating to short-term rentals. Recognizing that the ordinances on the books are no longer effective, cities want the ability to come up with solutions that work for their respective community, but because of the potential loss of the “grandfather,” they are unable to do so. It is important to note that any potential amendments to existing ordinances would be vetted through numerous public hearings that allow neighboring homeowners, short-term rental owners, property managers and local businesses to weigh in on proposed legislation.

Cities without short-term rental regulations in place prior to June 1, 2011, have had their zoning authority stripped and are now seeing these rentals completely overtaking residential neighborhoods. Long-time residents are moving out as a result, and the residential character of traditional neighborhoods is slowly being destroyed.

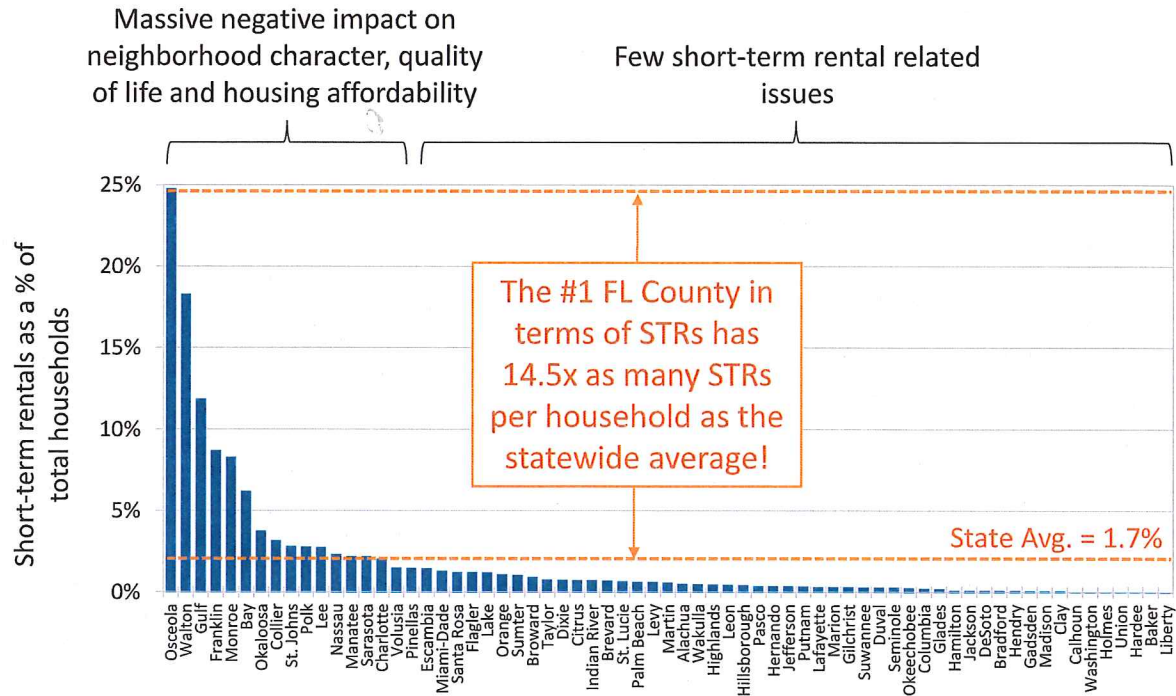
The impacts of problematic short-term rentals on neighboring residents are felt in a number of ways:

The Hotel Next Door – Commercial Activity in Residential Neighborhoods

Houses that sleep 26 people are now present in what were once traditional neighborhoods. Because of the inability to regulate the duration of a renter’s stay, these houses could experience weekly, daily or even hourly turnover. Obviously, the constant turnover of renters creates a number of issues for cities and neighboring property owners. Prior to the preemption, local governments were able to regulate this activity through zoning. Short-term rentals have become increasingly popular in the last five years. Because a city cannot “prohibit” these properties, they are powerless to exclude them from residential neighborhoods. As a result, investors, many of whom are located out of state or even in a different country, have purchased or built single-family homes with the sole intent of turning them into short-term rentals.

Cities use zoning as a tool to prepare for their future growth and also use it to control where commercial and residential properties are located. Hotels have different infrastructure needs than single-family residential properties. As residential neighborhoods are developed, the infrastructure installed is designed for the future use of the properties. Many neighborhoods have infrastructure in place with capacity for up to eight people per house. Now there are houses in these very same neighborhoods that sleep more people than the number originally planned

RATIO OF SHORT-TERM RESIDENTIAL RENTALS TO PERMANENT HOUSEHOLDS



Source: Host Compliance; Florida Department of Business and Professional Regulation.

for, placing a significant strain on existing infrastructure. Commercial properties like bars, hotels and restaurants typically need more parking than a single-family property, as well as have different operating hours and experience greater noise levels. The current law removes important land use and zoning tools that will impact how a city plans for future growth and levels of service.

Noise Complaints

In areas where short-term rentals are situated, many neighboring residents complain of the noise generated by the vacationing renters next door. When people go on vacation, often their behavior changes. They may stay awake later, consume more alcoholic beverages throughout the day, or participate in recreational activities that

they would not participate in while at their own homes, such as swimming at midnight with music blaring. For those homes located near water, a lake or the ocean, it is important to note that sound travels easily over water – and residents located hundreds of yards away may be the ones calling and complaining to the police and their local elected officials.

Some cities have noise ordinances, but these have proved problematic to enforce. One such example is Lighthouse Point. Its ordinance requires sustained noise over a certain decibel threshold for 10 minutes. Many times after the police arrive at a residence, the noise dies down. These renters may leave the next day with new ones replacing them. The new renters are often unaware of the noise

ordinance or past complaints and may cause the same problems. The out-of-state property owner may not even be aware of the problems created by their renters and with the constant turnover. The problem ends as one renter leaves and begins again as new renters arrive. This causes a significant drain on law enforcement resources. When law enforcement officers are called to respond to noise complaints, one less officer is on the street either preventing or solving crimes.

Parking

Many short-term rentals are located in single-family neighborhoods. In most cases, the driveway was built to accommodate two or three vehicles. When you now have a renovated house that acts as a small hotel, there will be more than three cars needed to get these renters to the property. This leads to cars that are parked on the street, making it difficult for emergency vehicles to respond to emergencies and causes increased response times in these neighborhoods. Cities have begun to adopt ordinances creating parking standards for short-term rental properties. Unfortunately, these ordinances only solve the parking issue but fail to address any of the other issues created by this commercial activity in residential areas.

Revenue Issues

As stated earlier, a property rented more than three times a year for less than 30 days at a time meets the vacation rental definition and should be licensed by the state. The Department of Business and Professional Regulation (DBPR) is tasked with investigating unlicensed vacation rentals but lacks the resources needed to fully investigate every complaint. Unlicensed vacation rentals could be costing Florida millions of dollars each year from lost licensing revenue.

Licensed short-term vacation rentals and hotels are also required to charge a sales tax to renters and then remit this back to the state. Many licensed and unlicensed vacation

rentals are not doing this. The Florida Department of Revenue (DOR) has limited resources and cannot adequately monitor these transactions, costing the state millions of dollars in lost revenue. Similarly, short-term rental owners in some counties are required to collect and remit the tourist development tax to the state. DOR is often unable to track down the vacation rental owners who are not paying the tourist development tax.

The Legislature began the conversation on short-term rentals in 2014, and the Florida League of Cities supported both HB 307 (Hutson) and SB 356 (Thrasher). The bills were a step in the right direction, but they only partially restored Home Rule to Florida's cities. Cities are still prevented from regulating the duration and frequency of the rentals, and local zoning does not apply to these properties. Without the ability to regulate these key areas, local governments will not be able to adequately address the problems associated with these properties. ■

Other Issues of Importance

Affordable Housing

STATEMENT:

The Florida League of Cities **SUPPORTS** legislation that requires all money from the Sadowski State and Local Housing Trust Fund be used only for Florida's affordable housing programs.

Annexation

STATEMENT:

The Florida League of Cities **SUPPORTS** legislation that facilitates the municipal annexation of unincorporated areas, while protecting private property rights and respecting municipal boundaries.

Local Business Tax Protection

STATEMENT:

The Florida League of Cities **SUPPORTS** legislation that protects general revenues collected from the local business tax. These revenues are used to provide essential municipal services such as public safety and constructing and maintaining roads and bridges, public parks and open spaces. Maintaining a diversified revenue base strengthens the fiscal stability of local governments and improves their ability to serve citizens and businesses.

Medical Marijuana

STATEMENT:

The Florida League of Cities **SUPPORTS** legislation restoring municipal authority to regulate medical marijuana facilities within municipal boundaries.

Sales Tax Fairness

STATEMENT:

The Florida League of Cities **SUPPORTS** legislation to reform Florida's sales tax laws that apply to online/e-commerce sales from out-of-state retailers. Changes to these laws are needed to ensure retailers are treated equitably.

School Resource Officers Funding

STATEMENT:

The Florida League of Cities **SUPPORTS** legislation that creates a dedicated and recurring state revenue stream to offset any impacts on those cities providing School Resource Officers (SROs) to schools.

Sober Homes

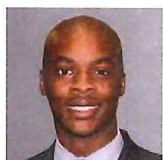
STATEMENT:

The Florida League of Cities **SUPPORTS** legislation that requires businesses classified as "Day or Night Treatment with Community Housing" to comply with current statutory requirements for certified recovery residences. In addition, the League **SUPPORTS** legislation clarifying the fire-safety standards that can be imposed on sober homes to ensure compliance with federal fair housing laws. ■

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Highway Safety/
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2019 Key Dates

(Dates subject to change)

JANUARY 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

House/Senate Interim
Committee Week

House/Senate Interim
Committee Week

FEBRUARY 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

House/Senate Interim
Committee Week

House/Senate Interim
Committee Week

House/Senate Interim
Committee Week

Federal Action Strike
Team (FAST) Fly-in
Washington, D.C.

Legislative Session
Convenes

MARCH 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

NLC Congressional
City Conference
Washington, D.C.

FLC Legislative
Action Days
Tallahassee, FL

MAY 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Last Day of
Regular Session

Legislative Policy Committees

The following city officials served as chairs and vice chairs of the Florida League of Cities legislative policy committees. We thank them and the hundreds of municipal officials who participated in the development of these legislative priorities.

FINANCE, TAXATION AND PERSONNEL

Chair: **Mayor Bill Partington**, City of Ormond Beach

Vice Chair: **President Pro-Tem Paul R. Shalhoub**, Town of Lake Clarke Shores

LAND USE AND ECONOMIC DEVELOPMENT

Chair: **Mayor Kathy Meehan**, City of Melbourne

Vice Chair: **Councilwoman Jolien Caraballo**, City of Port St. Lucie

MUNICIPAL ADMINISTRATION

Chair: **Councilmember Cal Rolfson**, City of Mount Dora

Vice Chair: **Commissioner Jamie Robinson**, City of Largo

TRANSPORTATION AND INTERGOVERNMENTAL RELATIONS

Chair: **Mayor Hazelle Rogers**, City of Lauderdale Lakes

Vice Chair: **Councilman Elvis R. Maldonado**, City of Homestead

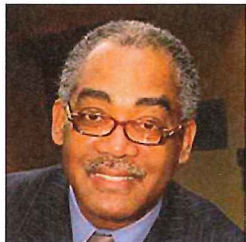
UTILITIES, NATURAL RESOURCES AND PUBLIC WORKS

Chair: **Councilmember Helen Miller**, Town of White Springs



The Action Agenda reflects the priorities of 412 municipalities, as prepared by the Florida League of Cities' five legislative policy committees and adopted by the full membership at the League's 58th Annual Legislative Conference, November 16, 2018, in Orlando.

2018-2019 Officers



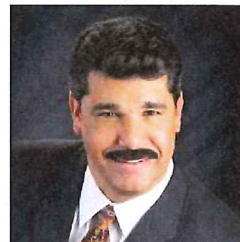
PRESIDENT

Mayor Leo E. Longworth
Bartow



FIRST VICE PRESIDENT

Councilman Isaac Salver
Bay Harbor Islands



SECOND VICE PRESIDENT

Commissioner Tony Ortiz
Orlando

The Florida League of Cities is the united voice for Florida's municipal governments. Its goals are to serve the needs of Florida's cities and promote local self-government.

Florida's city officials formed as a group of municipal governments for the first time in 1922. They wanted to shape legislation, share the advantages of cooperative action, and exchange ideas and experiences. Growing from a small number of cities and towns, our membership now represents 412 cities, towns and villages in the Sunshine State.

The League is the premier provider of many products and services developed especially for Florida's cities. Our strength and success are dependent upon the support and participation of our members.



For more information on the League's legislative initiatives, please contact:

Florida League of Cities
P.O. Box 1757
Tallahassee, FL 32302-1757
Phone: (850) 222-9684
floridaleagueofcities.com

**AIRPORT ADVISORY BOARD
MEMBERSHIP
Wednesday, January 30, 2019**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Luz Ortiz 224 NW 13 Court Dania Beach, FL 33004 754-423-9425 908-290-2564 ortiz.luz46@yahoo.com	February 13, 2018	November 2016 through November 2018	James
Karen Harrington 4641 SW 30 th Way Dania Beach, FL 33312 954-445-0390 rickeyswingstwo@aol.com	January 24, 2017 Reappointed 8/22/2017	November 2016 through November 2018	James
Rick Thomas 809 NW 6 th Avenue Dania Beach, FL 33004	October 24, 2017	November 2016 through November 2018	Salvino
Dean Harley 606 NW 8 th Street Dania Beach, FL 33004-2320 513-652-5140 dharley@broward.edu	December 11, 2018	November 2018 through November 2020	Lewellen
Keith Roberts 4417 SW 27 th Terrace Dania Beach, FL 33312 954-309-5555 bkars2020@aol.com	December 11, 2018	November 2018 through November 2020	Lewellen
Micheline Peacock 60 Cat Cay Court Dania Beach, FL 33004 954-929-0775 954-309-6931 – Cell peacockm60@comcast.net	March 14, 2017 Reappointed 8/22/2017	November 2016 through November 2018	Harris

**AIRPORT ADVISORY BOARD
MEMBERSHIP
Wednesday, January 30, 2019**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Linda Barber 75 Gulfstream Road, Apt. 305 Dania Beach, FL 33004 954-328-8163 954-940-4969 Linda.barber1103@gmail.com	September 26, 2017	November 2016 through November 2018	Harris
Randy Wright 4391 SW 34 th Lane Ft. Lauderdale, FL 33312 954-983-6920 rcwpaw@juno.com	December 11, 2018	November 2018 through November 2020	Brandimarte
Gary Luedtke 4461 SW 34 Drive Fort Lauderdale, FL 33312-5513 954-966-8013 gluedtke@gmail.com	December 11, 2018	November 2018 through November 2020	Brandimarte
Bruce Hannover 617 NE 2nd Place Dania Beach, FL 33004 954-920-3563 bruceh8552@aol.com	November 21, 2016 Reappointed 8/22/2017	November 2016 through November 2018	Grace

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Wednesday, January 30, 2019**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Batia Dayan 3774 SW 49 th Place Ft. Lauderdale, FL 33312 954-792-8211 – Work 917-755-5552 – Cell learnandsmile@yahoo.com	January 10, 2017	November 2016 through November 2020	Brandimarte
Diana Curry 113 NW 11 th Avenue Dania Beach, FL 33004 954-923-7516 dcurry@aol.com	October 23, 2018	November 2018 through November 2020 (appointment taken over from Comm. Grace)	James
		November 2018 through November 2022	Odman
Bob Adams 330 SE 3 rd Terrace Dania Beach, FL 33004 954-925-3958 radams@bcpa.net bobaphoto@aol.com	December 11, 2018	November 2018 through November 2022	Lewellen
Bonnie Carlton 1025 SE 2nd Avenue, #203 Dania Beach FL 33004 954-629-6006 (Cell) 954-920-8847 (Home) Bcarlton917@gmail.com	December 11, 2018	November 2018 through November 2020	Harris
Principal Tracey Jackson 754-323-5150 tracy.jackson@browardschools.com Assistant Principal Maureen Keenan maureen.keenan@browardschools.com		February 2013 through	Ex-Officio Collins Elementary School

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Wednesday, January 30, 2019**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Principal Lewis Jackson 754-323-5350 lewis.jackson@browardschools.com Assistant Principal Leslie Phillips leslie.phillips@browardschools.com		February 2013 through	Ex-Officio Dania Beach Elementary School
Principal Valerie Harris 754-323-3800 valerie.harris@browardschools.com		February 2013 through	Ex-Officio Olsen Middle School
		February 2013 through	Ad-Hoc

**GREEN ADVISORY BOARD
MEMBERSHIP
Wednesday, January 30, 2019**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Mimi Donly 354 SE 6 th Street Dania Beach, FL 33004 954-923-2167 954-294-1700 (C) bodonly@aol.com	December 9, 2014	November 2014 through November 2018	Salvino
		November 2018 through November 2020	Brandimarte
Alexis Guillen 4410 SW 26 th Avenue Dania Beach, FL 33312 305-804-3309 alexis.guillen@miaminewtimes.com	January 22, 2019	November 2018 through November 2020	James
Patricia Chukerman 545 SE 4 th Court Dania Beach, FL 33004 954-552-9996 (C) 954-929-8289 (H) bykermom@me.com	November 21, 2016	November 2016 through November 2020	Harris
Lilli Schipper 716 SE 3 rd Court Dania Beach, FL 33004 954-347-7402 lillirachel@me.com	December 11, 2018	November 2018 through November 2022	Lewellen
David Simonetta 908 E Las Olas Boulevard Fort Lauderdale, FL 33301 954-837-3090 davidjsimonetta@gmail.com	January 8, 2019	November 2018 through November 2020	Ad Hoc (James)

**MARINE ADVISORY BOARD
MEMBERSHIP
Wednesday, January 30, 2019**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Antony Thackham 705 NW 8 th Street Dania Beach, FL 33004 954-214-6136 tonythackham@comcast.net	November 21, 2016	November 2016 through November 2018	Salvino
Glenn Harrington 4641 SW 30 th Way Dania Beach, FL 33312 954-393-9318 754-263-7354 glenn.harrington@lmppro.com	January 24, 2017	November 2016 through November 2018	Salvino
Chris Barile 5099 SW 28 th Avenue Dania Beach, FL 33312 954-989-8260 (Home) 954-494-1920 (Cell) chrisbarile@bellsouth.net	January 10, 2017	November 2016 through November 2020	Brandimarte
		November 2018 through November 2020	Brandimarte
Linda Barber, Secretary 75 Gulfstream Road, Apt. 305 Dania Beach, FL 33004 954-328-8163 954-940-4969 Linda.barber1103@gmail.com	December 13, 2016	November 2016 through November 2020	James
		November 2016 through November 2020	James

**MARINE ADVISORY BOARD
MEMBERSHIP
Wednesday, January 30, 2019**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Gregory Galyo 4496 SW 37 Avenue Fort Lauderdale, FL 33312 904-476-7252 954-397-1112 ggalyo@gmail.com	January 24, 2017	November 2016 through November 2018	Grace
Clive Taylor 642 NE 3 rd Street Dania Beach, FL 33004 954-923-4439 (Home) 954-830-8855 (Cell) cetriumph@aol.com	December 11, 2018	November 2018 through November 2022	Lewellen
Sharon Malone 111 SE 1st Street #117 Dania Beach, FL 33004 954-662-9537 Sharon@thedestinationconnection.com	December 11, 2018	November 2018 through November 2022	Lewellen
Dean Grant 503 N 2 nd Place Dania Beach, FL 33004 954-868-6247 deanggrant@bellsouth.net	December 11, 2018	November 2018 through November 2022	Odman
Joe White 4541 SW 27 Terrace Dania Beach, FL 33312 954-873-5300 captjoewhite@aol.com	December 13, 2016 (appointment taken over from Salvino)	November 2016 through November 2020	Harris
Richard Croker 186 NE 6th Court Dania Beach, FL 33004 954-662-4874	January 9, 2018	November 2016 through November 2020	Harris

PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Wednesday, January 30, 2019

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Morris Goldwire 20 NW 13 th Avenue Dania Beach, FL 33004 234-223-6467 Goldwire75@gmail.com	December 11, 2018	November 2018 through November 2020	Lewellen
Terri Shermett Rock 3891 Stirling Road Dania Beach, FL 33312 954-410-4414 954-649-8774 TerriS@bcckids.org	December 11, 2018	November 2018 through November 2020	Lewellen
Samantha Christianson 5815 SW 39 th Way Dania Beach, FL 33312-6254 954-552-7524 SFC924@gmail.com	January 24, 2017	November 2016 through November 2018	Salvino
Jeff Hansen (24 NE 1 st Avenue) PO Box 1597 Dania Beach, FL 33004 954-929-9334 hlwdcahoot@aol.com	December 11, 2018	November 2018 through November 2020	James
		November 2018 through November 2020	James
Clare M. Frost 642 NE 3rd Street Dania Beach, FL 33004 954-923-4439 305-924-4682 treeacat@aol.com	December 11, 2018	November 2018 through November 2020	Harris

PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Wednesday, January 30, 2019

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Dr. Tamara D. Fishman 837 NW 8 th Avenue Dania Beach, FL 33004 786-356-4425 fishmantamara@hotmail.com	January 22, 2010	November 2018 through November 2020	Harris
Jimmie Peterman 717 SW 4 th Terrace Dania Beach, FL 33004 954-925-2417 jimmiepeterman@comcast.net	January 22, 2019	November 2018 through November 2020	Brandimarte
		November 2018 through November 2020	Brandimarte
Veronica Larkins 211 NW 12 th Avenue Dania Beach, FL 33004 954-394-8091 (Cell)	November 21, 2016	November 2016 through November 2018	Grace
A. Ivie Cure 209 NW 14 th Court Dania Beach, FL 33004 954-927-0650 954-558-2775 (Cell)	November 21, 2016	November 2016 through November 2018	Grace