

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, JUNE 11, 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.
-

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

- 1. Certificate of Recognition for Scholastic Achievement from the Hollywood Florida Scholarship Foundation presented to Jessica Romer, Kimberly Lastra, Farah Inayet, and Danielle Miller - Pat Chukerman - Mayor Lewellen
- 2. Presentation of City's Comprehensive Annual Financial Report for Fiscal Year 2018 by HCT Certified Public Accountants and Consultants, LLC
- 3. Dania Beach Chamber of Commerce update by Randie Shane
- 4. Special Event request from Neptune (TNT) Fireworks to install temporary canopies during their annual Fireworks Sale from June 13, 2019 - July 11, 2019, at 768 E Dania Beach Boulevard, Dania Beach, Florida

4. PROCLAMATIONS

5. CITIZEN COMMENTS

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

shall determine, on a meeting by meeting basis, whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

6. PUBLIC SAFETY REPORTS

7. CONSENT AGENDA

1. Minutes:

Approve Minutes of May 28, 2019 City Commission Meeting

2. Travel Requests: None

3. RESOLUTION NO. 2019-051

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN OPTIONAL RENEWAL OF THE EXISTING AGREEMENT WITH C.A.P. GOVERNMENT INC. FOR PLAN REVIEW, INSPECTIONS AND CLERICAL BUILDING CODE SERVICES, VALID THROUGH MAY 15, 2021, UTILIZING THE CITY OF FORT LAUDERDALE RFP 575-11849, THAT WILL EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), EACH FISCAL YEAR THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASE MADE FROM THE BUILDING FUND APPROVED ANNUAL BUDGET APPROPRIATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2019-052

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND TWO (2) YEAR RENEWAL OF THE EXISTING AGREEMENT WITH REGIONS SECURITY SERVICES, INC., FOR SECURITY STAFFING SERVICES FOR CITY HALL PARKING GARAGE AND THE WATER TREATMENT PLANT, WHICH SERVICES SHALL NOT EXCEED TWO HUNDRED SEVENTY THOUSAND FOUR HUNDRED TWENTY SIX DOLLARS (\$270,426.00) PER FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2019-053

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT TO UTILIZE THE COOPERATIVE PURCHASING NETWORK CONTRACT NO. R151501, FOR EQUIPMENT AND TOOL RENTAL SERVICES WITH SUNBELT RENTALS, INC. VALID THROUGH OCTOBER 31, 2020, AND

TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) EACH FISCAL YEAR THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. RESOLUTION NO. 2019-054

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH ROSTAN SOLUTIONS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR DISASTER DEBRIS MONITORING SERVICES VALID THROUGH JUNE 30, 2021, UTILIZING THE CITY OF CORAL SPRINGS REQUEST FOR PROPOSALS NO. 13-B-097, WHICH PURCHASE MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) EACH FISCAL YEAR THE CONTRACT IS IN PLACE; PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7. RESOLUTION NO. 2019-055

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH BERGERON EMERGENCY SERVICES, INC, A FLORIDA CORPORATION, FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES VALID THROUGH MAY 7, 2022, UTILIZING THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY REQUEST FOR PROPOSALS NO. 17-204/SLB, WHICH PURCHASE MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) EACH FISCAL YEAR THE CONTRACT IS IN PLACE; PROVIDING FOR FUNDING, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. RESOLUTION NO. 2019-056

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN APPROPRIATION FROM THE CITY OF DANIA BEACH HURRICANE RESERVES TO PAY FOR EXPENSES RELATED TO HURRICANE SEASON PREPARATION AND RELATED MATTERS AND SUPPLIES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

9. RESOLUTION NO. 2019-057

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING STATE ACTION TO ADDRESS THE PROLIFERATION AND ENVIRONMENTAL IMPACT OF SINGLE-USE PLASTIC BAGS; URGING THE LEGISLATIVE ADOPTION OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FEBRUARY 1, 2010, STUDY RECOMMENDING STATE ACTION REGARDING SINGLE-USE PLASTIC BAGS; OPPOSING CONTINUED PREEMPTION OF LOCAL LEGISLATIVE EFFORTS TO ADDRESS THE PROLIFERATION OF SINGLE-USE PLASTIC BAGS IF THE STATE IS REFUSING TO TAKE ACTION AND SUPPORTING INITIATIVES BY LOCAL MUNICIPALITIES IN FLORIDA TO LESSEN THE NEGATIVE IMPACT OF SINGLE-USE PLASTIC BAGS ON THE ENVIRONMENT; PROVIDING FOR CONFLICT; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2019-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED “OFFENSES - MISCELLANEOUS”, ARTICLE VIII, ENTITLED “SEXUAL VIOLATORS”, SECTION 17-128, ENTITLED “SEXUAL VIOLATOR RESIDENCY PROHIBITION”, OF THE CITY CODE OF ORDINANCES, TO SPECIFY THAT THE PROVISION OF THE RESIDENCY PROHIBITION APPLIES TO OFFENSES COMMITTED AFTER JUNE 28, 2005; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

2. ORDINANCE NO. 2019-008

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED “OFFENSES - MISCELLANEOUS”, ARTICLE IV, ENTITLED “NOISE”, SECTION 17-80, ENTITLED “DEFINITIONS”; SECTION 17-84, ENTITLED “SPECIAL PERMITS”, AND SECTION 17-88, ENTITLED “SPECIFIC PROHIBITIONS” OF THE CITY CODE OF ORDINANCES, TO ADD A DEFINITION FOR THE TERM “HEAVY EQUIPMENT”, TO REVISE THE SPECIAL PERMIT FEE FOR APPLICATIONS SEEKING TEMPORARY APPROVAL OF ACTIVITIES THAT CAUSE NOISE EXCEEDING CODE REQUIREMENTS; TO ADDRESS HOURS OF CONSTRUCTION ACTIVITIES AND ACTIVITIES INVOLVING DEMOLITION AND USE OF HEAVY EQUIPMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

3. RESOLUTION NO. 2019-058

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST FOR A WAIVER (WA-35-19) FROM THE ONE THOUSAND (1000) FOOT DISTANCE SEPARATION REQUIREMENT PERTAINING TO THE SALE OF ALCOHOLIC BEVERAGES, SUBMITTED BY TRIPP SCOTT, PA ON BEHALF OF THE PROPERTY OWNER, HOWARD GROUP, INC., FOR PROPERTY GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF RAVENSWOOD ROAD AND SOUTHWEST 42ND STREET WITHIN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2019-059

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A SITE PLAN MODIFICATION (SP-38-03MOD) REQUEST AND SPECIAL EXCEPTION (SE-90-19) REQUEST SUBMITTED BY KALLER ARCHITECTURE, INC. ON BEHALF OF MAIMONIDES SHALOM ACADEMY, INC., FOR PROPERTY LOCATED AT 5300 SW 40TH AVENUE, IN THE CITY OF DANIA BEACH, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2019-060

A RESOLUTION OF CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A RE-PLAT (DR-54-19) REQUEST SUBMITTED BY PULICE LAND SURVEYORS, ON BEHALF OF BCD DANIA OAKS, LLC FOR THE “OAKS PLACE PLAT,” FOR PROPERTY LOCATED AT 5461 TO 5525 SW 40TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

10. DISCUSSION AND POSSIBLE ACTION

1. Presentation/Update on Dania Beach Grill

11. COMMISSION COMMENTS

1. Commissioner Brandimarte
2. Commissioner Harris

3. Commissioner James
4. Vice-Mayor Odman
5. Mayor Lewellen

12. APPOINTMENTS

1. Dania Beach Housing Authority
Mayor Lewellen - 1 appointment
(A. Ivie Cure's term expired May 31, 2019)
2. Florida League of Cities 93rd Annual Conference Voting Delegate
3. Parks, Recreation and Community Affairs Advisory Board
Mayor Lewellen - 1 appointment

13. ADMINISTRATIVE REPORTS

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

Tuesday, June 25, 2019 - 7:00 p.m. City Commission Meeting

14. ADJOURNMENT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event Application

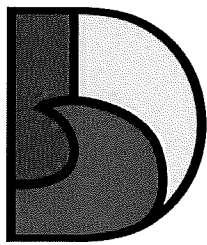
Continued from:

Requested Action (Identify appropriate Action or Motion)		
Special Event request from Neptune (TNT) Fireworks to install temporary canopies during their annual Fireworks Sale from June 13, 2019 - July 11, 2019, at 768 E Dania Beach Boulevard, Dania Beach, Florida		

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
TNT memo, TNT Special Event app, TNT fire review



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: June 11, 2019

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Marc C. LaFerrier, AICP

RE: Special Events Application Request for June 11th, 2019
Neptune (TNT) Fireworks Sale: June 13, 2019- July 11, 2019

Request

A Special Event is requested by Itzhak Dickstein on behalf of Neptune (TNT) Fireworks for Thursday, June 11th, 2019 through Thursday, July 11th, 2019.

Background

The requested event will be held at 768 E. Dania Beach Blvd, Dania Beach, FL 33004. This is a free event that is open to the public and anyone that wants to attend to purchase fireworks.

Budgetary Impact

The special events application fee for this event is \$150.00. A late fee of \$ 75.00 was assessed, because the application was received after the sixty (60) day cut off. Applicant will pay for necessary services if recommended below.

Recommendation

It is recommended that the City Commission approve the special events application request in whole with compliance of the conditions noted below:

<u>Department/Staff:</u>	<u>Comments/ Conditions :</u>
BSO Fire: Fire Prevention Officer Dunckel	Event is approved with conditions: See attached <i>Fire Marshall report</i>
Community Development Jack Fisher	Building and Electrical permits required
City Attorney - Tom Ansbro	No comments
Code Enforcement – Eric Walton	No comments
Community Dev. – Corinne Lajoie	No comments
Hr/ Risk Mgmt- Paula Morrell	No comments
Parks & recreation- Eric Brown	No comments
Public Services	No comments
BSO Police Dept. Lieuttnanant Stallings	No comments



barfieldz@tntfire
works.
com

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 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. **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.



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:

Neptune (TNT) Fireworks Sales June 13, 2018 - July 11, 2019

*Brief Description of the Event: Install Temp Canopies(1)30x120(1)9x45(1)20x25 for customers
Shade while waiting on line (Restrooms located inside store)

Address/Location of Event: 768 E Dania Beach Blvd Dania Bch Fl 33004 / Neptune Fireworks

Event Coordinator: Zelda Barfield

Telephone #1: 954-920-6770

E-mail Address: permits@tentsevents.com

Telephone #2:

Fax: 954-920-6878

Additional Contact Person for the Event:

Telephone #1:

E-mail Address:

Telephone #2:

Fax:

Organization or Sponsor of Event: Neptune (TNT) Fireworks

Address: 768 E. Dania Beach Blvd

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

Telephone: 954-920-6770

Fax: 944-920-6878

Cell:

Is this a Non-Profit Organization?



Yes



No

Tax ID #:

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

Neptune (TNT) Fireworks

Date of Incorporation: 2/10/1984

State of Incorporation: Florida

Federal ID #: 59-2374924

Authorizing Official for the Organization: Itzhak Dickstein

Telephone #1: 954-920-6770

E-mail Address:

Telephone #2:

Authorizing Official for the Organization: Itzhak Dickstein

Telephone #1: 954-920-6770 E-mail Address: _____

Telephone #2: _____

*Property Owner: IMD Investments / Itzhak Dickstein

***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: 768 E Dania Beach Blvd June 3, 2016

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
Thursday	June 13, 2019	9am	9pm	12
Thursday	July 11, 2019	9am	9pm	12

Anticipated Date and Time to Begin Set-Up: 6/13/19 Thursday 8am-5pm

Anticipated Date and Time for Completion of Break-Down: 7/11/19 Thursday 8am-5pm

*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.): N/A

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: _____

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:

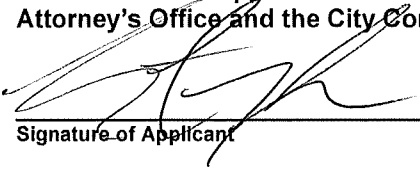
Rescue Truck - \$32.00 per hour

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

Owner

Title

Itzhak Dickstein

Print name of Applicant

4/22/2019

Date

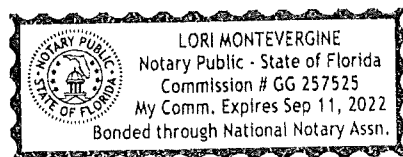
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on APRIL, 22nd, 2019
by Itzhak Dickstein, who is personally known to me, or, if not, such person produced the
following form of identification: _____.

NOTARY PUBLIC

My Commission expires: 9/11/22

My Commission number: GG257525



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.



TNT Fireworks
768 E. Dania Beach Blvd.
Dania Beach, FL 33004
(Tel) 954.920.6770
(Fax) 954.920-6878

City of Dania Beach Building Department
100 West Dania Beach Blvd.
Dania Beach, Florida 33004

To Whom It May Concern:

Neptune Fireworks will be holding our annual Firework Sales Beginning 6/13/19 through 7/11/19. We have hired Tents n Events to install temporary tents for the event.

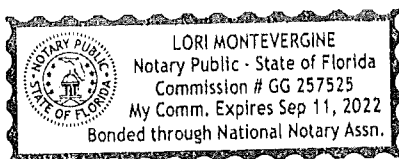
I, Itzhak Dickstein give Tents N Events the authority to apply for all necessary permits needed for this event.

If you should require more information please contact me at 954-920-6770.

Thank you for your cooperation in this matter.


With regards,
Itzhak Dickstein





4/17/19

Neptune/TNT Fireworks

Date: 06/13/19-7/11/19

Sun Coverage for Customers

Tents N Events

1790 Mears Parkway

Margate, FL 33063

Legend:



No Smoking Signs



Emergency Exit Signs

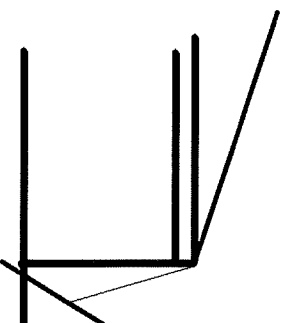
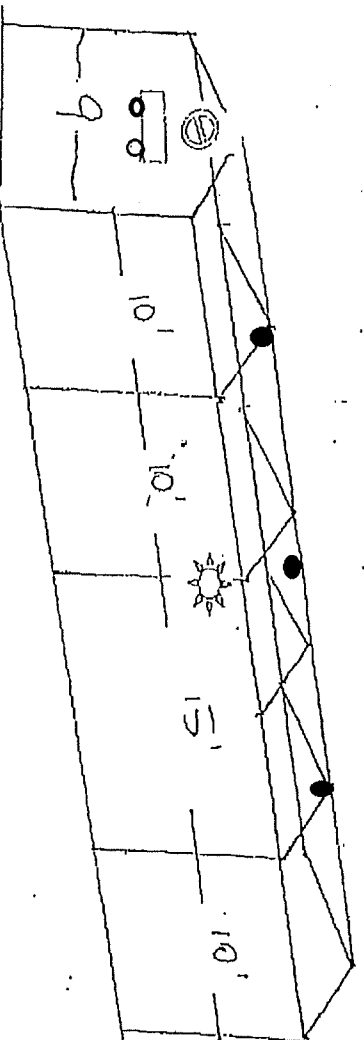


Fire Extinguisher

Electrical Plans:

- Caged lights will be provided - powered by extension cords Using on site electrical outlet / 60 Watt Light Bulb

9 x 45



1 Spike per Leg

Tie Downs:

1" steel spikes 40" long

3/8" poly marine rope

Frame Work:

Alf tubing is 2" aluminum (.125)

With steel hardware ID 1.35 OD 1.73

Max Occupant load is not to be exceeded at any time.
75 People

20 x 25

Electrical Plan: ●

(1) Hi-Lid Light powered by extension cord using on site electrical outlet / 400 watt Bulb

No Cooking

Time Downs: 1" x 42" Steel Spikes 3/8" Marine Poly Rope
Frame Work: All tubing is 2" aluminum (.125") With steel hardware

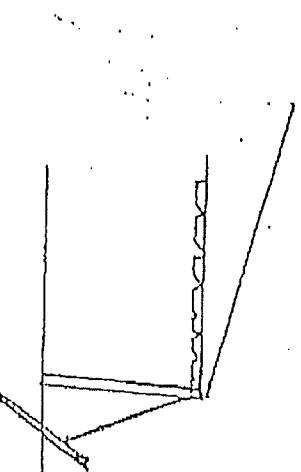
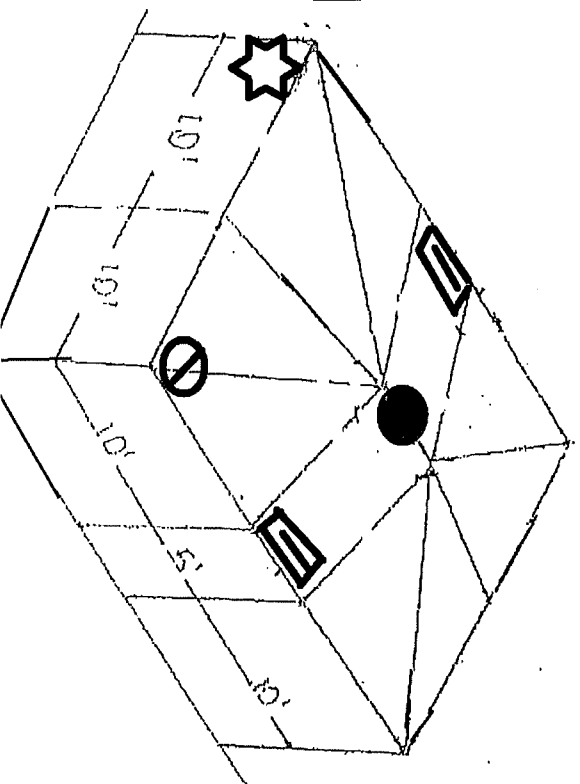
Legend:

No Smoking ⊘

Fire Extinguisher ☆

Exit/Emergency Lights ☐

Tents N Events
1790 Mears Parkway
Margate, FL 33063

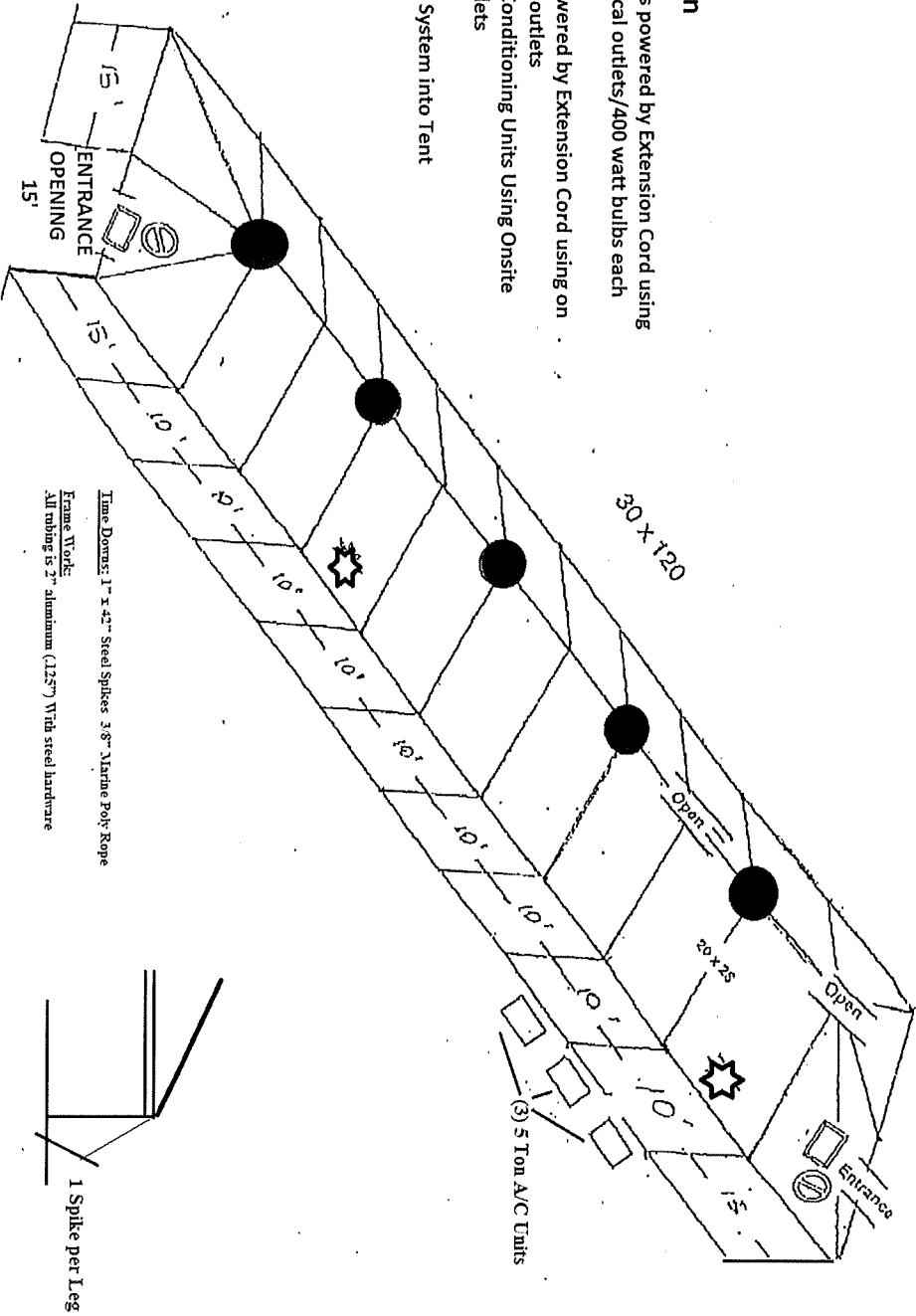


- Legend:**
- No Smoking
 - Emergency Lit Exit Signs
 - Fire Extinguisher

Neptune/TNT Fireworks
 Date: 06/13/19-7/11/19
 Sun Coverage for Customers

Electrical Plan

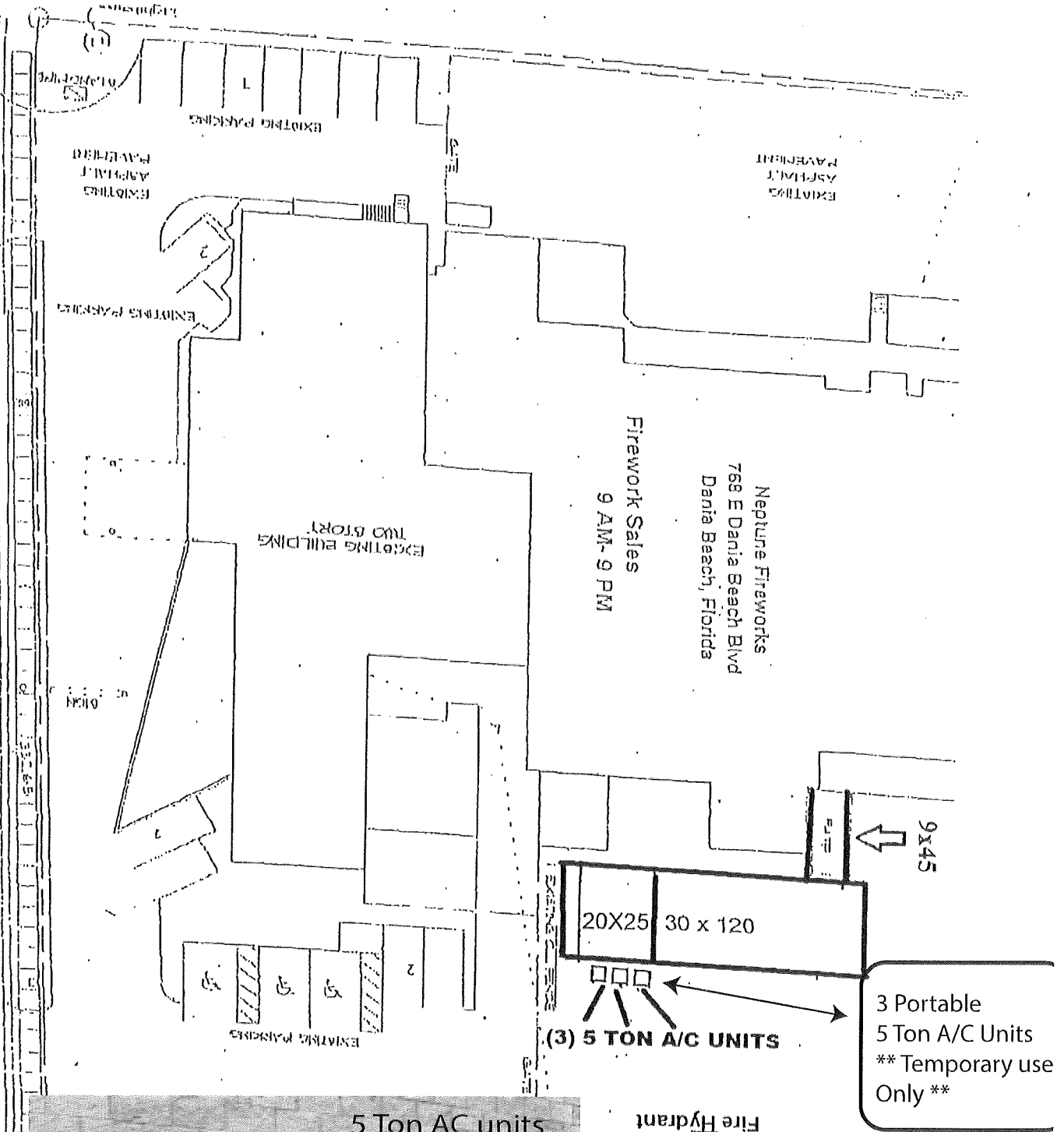
- (5) Cage Lights powered by Extension Cord using on site electrical outlets/400 watt bulbs each
- Exit Lights powered by Extension Cord using on site electrical outlets
- (3) 5 Ton Air Conditioning Units Using Onsite Electrical Outlets
- 14' Vinyl Duct System into Tent



Street Side

Canopy will be used for coverage while customers stand in line
 RESTROOMS AVAILABLE INSIDE STORE***

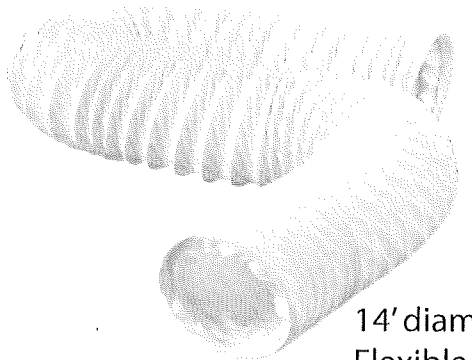
DANIA BEACH BLVD



3 Portable
 5 Ton A/C Units
 ** Temporary use
 Only **



Fire Hydrant



14' diameter
 Flexible Duct



**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: Neptune (TNT) Fireworks Sales
Event Date(s): 6/13/19 – 7/11/19
Event Location: 768 E. Dania Beach Blvd, Dania Beach
Event Reviewed By: Brett Dunckel Date of Review: 4/29/19

☐ EVENT CANNOT BE APPROVED UNTIL FURTHER INFORMATION HAS BEEN PROVIDED (See Below) ☒ EVENT IS APPROVED WITH CONDITIONS (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): Will be performed as part of tent permit.

TYPE OF INSPECTION REQUIRED:

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

Fire Inspector Stand-By Detail Required:

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

Operational Detail Required:

☒ NO ☐ YES

Type: _____

Dates & Times: _____

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

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, MAY 28, 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
City Manager:	Ana M. Garcia, ICMA-CM
City Attorney:	Thomas Ansbro
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 Presentation by Michael Carey, Kimley-Horn, on the rehabilitation of the north runway at Fort Lauderdale-Hollywood International Airport

Mr. Carey gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Vice-Mayor Odman asked about the difference in sound with asphalt versus concrete.

Mr. Carey replied the difference is marginal; it is aircraft noise and there is really no difference.

Commissioner Brandimarte asked Mr. Carey to come back with an answer whether or not an increase in decibel levels would make a difference in qualifying for monies from the sound mitigation program.

Mr. Carey reiterated there is no difference in asphalt and concrete as far as aircraft traveling on it.

Mayor Lewellen commented on and questioned incentives and penalties of the project, and asked whether anything would be done to negate increased noise from the south runway, such as flight patterns. She asked if there is anyone else the residents could contact other than Winston.

Mr. Carey responded the airlines have been asked to decrease the number of flights during the period because of the capacity issues and delays associated with them. They looked at this very closely and tried to design a project that could be done as quickly as possible that would have a minimum amount of time impact to the residents.

Mark Gambrel, Chief Development Officer, noted he would be the one to contact, and spoke about the status of the existing noise mitigation program. He added they have already contacted the remaining homeowners who are still waiting for sound mitigation about the project starting.

Mayor Lewellen asked for an update after the project has begun.

City Manager Garcia noted this would be during the summer months when children are out of school and asked if they could look at mitigating very early and very late departures.

Mr. Carey said those concerns would be forwarded to the FAA for follow-up.

3.2 Dania Beach Clergy Alliance - Pastor Paul Wiggins, President

Pastor Wiggins, joined by other members of the Alliance, explained the Dania Beach Clergy Alliance and its work. He spoke of internships, community activity and job opportunities, and noted they look forward to working with the City. He advised they have an event scheduled for June 8th at CW Thomas Park, where residents will be able to learn more about the Alliance. Each member of the Alliance present introduced themselves and said a few words.

4. Proclamations

There were no proclamations at this meeting.

5. Citizen Comments

Bobbie H. Grace, 110 NW 8th Avenue, spoke of the Family Fun Day recently held and displayed the trophy her team won in a game played against the BSO team. She was proud that the residents who were not assisted came out to make repairs to their own homes. She noted October 13th is Breast Cancer Awareness at the Casino.

Barbara Ringstad, 3341 SW 44th Street, Hollywood spoke of her neighborhood's concern with a townhome project that will overlook their neighborhood.

Philip Andescavage, 3301 SW 44 Street, Hollywood, commented about the construction project where two and three story townhomes that overlook their neighborhood will be built, affecting their enjoyment and property values.

Samantha Andescavage, 3301 SW 44 Street, commented further about the concerns with the townhome project in their neighborhood.

Cathy David, 4381 SW 34 Lane, also voiced concern about the townhome project being built in their single-family home neighborhood.

Maria DeVito, 1951 Atlantic Shores Boulevard, Hallandale Beach, questioned if a decision has been made about the Dania Beach Grill.

City Manager Garcia noted an update would be given at the June 11th Commission meeting.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on gas pump crimes in the City. He spoke of the BSO crew in attendance at tonight's meeting, and read aloud a testimonial given at the award ceremony for Detective Matt Goodnow, who was presented with the 2018 Broward County Police Benevolent Association (BCPBA) award from the Broward Sheriff's Office.

Deputy Chief Gregory Holness, BSO Fire Rescue, commented on the Hurricane Expo scheduled for June 1st.

7. Consent Agenda

Items removed from Consent Agenda: #7.3, #7.4, #7.6, #7.7, # 7.8, #7.9, #7.11, #7.12

- 7.1 Minutes:
 - Approve Minutes of May 8, 2019 Workshop - Dania Beach Grill
 - Approve Minutes of May 14, 2019 City Commission Meeting

- 7.2 Travel Requests: None

Resolutions

- 7.5 RESOLUTION #2019-045

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT FOR A CAPACITY ALLOCATION IN PHASE 1 OF THE C51 RESERVOIR PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

- 7.10 RESOLUTION #2019-040

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR THE 45TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE APPROXIMATE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) TO PROVIDE FUNDING FOR WAYFINDING SIGNS IN THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY AREA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from May 14, 2019)*

Commissioner James motioned to adopt the Consent Agenda, with the exception of Item #7.3, #7.4, #7.6, #7.7, # 7.8, #7.9, #7.11 and #7.12; seconded by Vice-Mayor Odman. The motion carried 4-1 on voice vote, with Commissioner Brandimarte voting no.

7.3 RESOLUTION #2019-043

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, DIRECTING THE RELEASE OF THE RESTRICTION OF FUNDS PREVIOUSLY DESIGNATED FOR CERTAIN COSTS ASSOCIATED WITH THE IMPACT OF THE REDEVELOPED PROPERTY FORMERLY KNOWN AS DANIA JAI ALAI (NOW DANIA BEACH CASINO), SUBJECT TO CERTAIN CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2019-043.

Commissioner James wanted to know what the restrictions were and why we are lifting them.

Nicki Satterfield, Director of Finance, explained the restrictions and lifting them in order to bring forward funding for a Fire Chief. The only way to reverse the restrictions is by Commission approval. This matter is primarily bookkeeping as funds have already been allocated.

Commissioner Brandimarte noted a lot of residents were opposed to the new Casino so the Commission restricted money at that time to ease residents' fear of crime there.

Director of Finance Satterfield added the Resolution identified the use of funds for impacts directly related to the Casino.

Commissioner James motioned to adopt Resolution #2019-043; 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		

7.4 RESOLUTION #2019-044

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMMENDING CHARGES ESTABLISHED FOR MAUSOLEUM SPACES, ENTOMBMENTS, CEMETERY PLOTS, INTERMENT COSTS AND OTHER CEMETERY SERVICES AT MEMORIAL PARK AND WESTLAWN CEMETERIES BY PROVIDING CERTAIN DISCOUNTS FOR CITY EMPLOYEES FOR THEIR

IMMEDIATE FAMILY MEMBERS; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2019-044.

Mayor Lewellen noted she had legal concerns about this; she spoke to our labor counsel, who is also concerned. She would like Finance to look at other ways to provide a discount for residents.

City Attorney Ansbro noted he had not had a chance to speak with our labor attorney and recommended continuing the item until the next Commission meeting.

Commissioner James questioned when the concerns were raised.

Mayor Lewellen responded after the agenda was published and speaking to our labor attorney. She noted the benefit would have to be offered to both an employee whose family member is a resident and an employee whose family member is not, or potentially be subject to the possibility of lawsuits.

Commissioner James asked how this is different than residential rates for renting City facilities.

City Manager Garcia explained her understanding of the issue; giving a benefit to a resident versus a non-resident is doable, but giving a benefit to a City employee who has family living in the City versus a City employee who does not have family living in the City can lead to a union dispute. The benefit would need to be for all employees and be negotiated.

Commissioner James noted she would like to sit down with everyone involved to come up with a solution to benefit our employees during bereavement.

Mayor Lewellen questioned if Finance could add to the benefits for the residents.

Commissioner Brandimarte agreed we could get sued.

City Manager Garcia noted Legal has their role in this process, as well as Finance.

Commissioner James motioned to withdraw Resolution #2019-044; seconded by Commissioner Harris. The motion carried unanimously.

7.6 RESOLUTION #2019-046

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIFTH AMENDMENT TO THE AGREEMENT EXISTING BETWEEN THE CITY OF DANIA BEACH AND THE BROWARD SHERIFF'S OFFICE, RELATING TO A RENEWAL OF THE AGREEMENT AND A CHANGE TO THE FIRE RESCUE STAFFING STRUCTURE TO ADD A DISTRICT FIRE CHIEF; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2019-046.

Commissioner James commented she not only wants to support the District Fire Chief, but also wants to know how we can expedite the unit that would be responding to calls that are having a long response time.

Deputy Chief Gregory Holness, BSO Fire Rescue, addressed concurrency and noted the City does need an additional unit. The City Manager has directed BSO to begin discussions with Hollywood. We have to be able to survive on our own in order to undertake call sharing.

Commissioner James asked how much the additional unit would cost from June 1 to September 30.

Deputy Chief Holness responded approximately \$1.1 million.

Commissioner James asked the Commission to consider approving a med unit at mid-year in addition to the Fire Chief. We have adequate reserves to do this.

Nicki Satterfield, Director of Finance, noted the issue would be going to reserves for operating budget, which cannot be sustained next year. The tax revenue we will be getting this year has already been spoken for, for BSO Fire and the Classification and Compensation adjustment. We do not know what revenues will be coming in next year. She cautioned we should hold off on this, look at all our options and phase to purchase if that is something we would want to do.

Commissioner James questioned reducing reserves from 25% to 20%.

Director of Finance Satterfield explained it would not free up operating budget, just reserves. Reserves should be used for one time expenditures. You would be asking to use your reserves ahead of time in anticipation of revenue that may or may not come in the future.

City Manager Garcia noted we all support public safety. We are going into the steps of a budget workshop, one-on-ones, and budget hearings. We are optimistic, but of the \$900,000.00 extra revenue we are getting, \$625,000.00 is already going to BSO Fire; then we have the Class and Comp, daily operations, and Commission priorities. She felt this could be looked at holistically at the budget workshop. To make a decision now for a \$1 million commitment in expenditures without reviewing the proposed budget for police, fire, or any of the departments is concerning.

Mayor Lewellen asked if the Fire Chief was budgeted for mid-year and Director Satterfield responded yes. Mayor Lewellen asked Chief Holness if he is actively working with Hollywood to find ways to do some concurrent coverage.

Chief Holness said yes; they are in a state of flux as their Fire Chief recently retired. He noted there is no direct liaison between City executive staff and BSO on critical issues that arise with the community or emergency management. These matters would normally be handled by a District Chief.

Eric Busenbarrick, Assistant Fire Chief, added Hollywood did not want to be the giver without getting some sort of reciprocal aid. He spoke with the Interim Chief in Hollywood, and a new Chief is coming on soon.

Mayor Lewellen asked if a full time District Fire Chief could work with Hollywood and be involved in addressing deficiencies going on now.

Chief Busenbarrick explained the role and duties of the District Fire Chief.

Chief Holness noted the new District Fire Chief would be the City's facilitator, although he in the meantime would continue to work with the City as a priority.

City Manager Garcia noted within week 2 as City Manager, she met with Chiefs Holness, Busenbarrick and Fernandez. The unanimous priority was to put the quarterback in place in order to work with Hollywood and the budget, and to look at everything we need globally to make the best decisions in the best interests of our residents. She knows where funds would come from for the District Chief and how to manage a part-time position in the Manager's office, but \$1 million is concerning and she felt it should go through the budget process. She noted we can wait on a part-time position until the new budget year.

Commissioner James questioned how long it would take to fund another med unit, and said she would like to look at the outsourcing and third-party contracts we currently have due to their large amounts. She would like funding a unit to be addressed at the new budget year; otherwise, it would be a disservice to our residents.

City Manager Garcia agreed; we have looked at every single contract not just for savings, but we are also looking at how we can generate revenue. Additionally, we are currently looking into resident parking versus non-resident parking.

Mayor Lewellen asked if anything precludes us from adding another fire unit and staff for the next year budget. Director Satterfield answered no.

Commissioner James asked staff to add a med unit to the budget workshop.

Commissioner James motioned to adopt Resolution #2019-046; seconded by Vice-Mayor Odman. The motion carried unanimously.

7.7 RESOLUTION #2019-047

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF FUNDS FOR FISCAL YEAR 2018-2019, RELATING TO MID-YEAR REVIEW BY CITY ADMINISTRATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2019-047.

Commissioner James said she has issues with Item #6; she does not support an additional position in the City Manager's office considering the newly hired Assistant City Manager and the Commission does not even have a dedicated staff person.

City Manager Garcia noted the part-time person in the City Manager's office would be to support the Commission.

Commissioner James suggested revisiting it at budget time.

City Manager Garcia noted in the memo included in the agenda packet, it was discussed that the person would be for the Commission office. The current Executive Assistant is supporting seven individuals.

Commissioner Harris suggested bringing this back at budget time and Paula Morrell, Human Resources/Risk Director, would provide a job specification.

The Commission consensus was to bring back Item #6 at the budget workshop.

Vice-Mayor Odman noted she has an amendment to Item #5, pertaining to the travel policy, which was previously changed from \$12,000.00 to \$10,000.00 individual allotments. She felt the number could be tailored better based on prior years travel numbers she received from staff, and she explained her analysis of them. The other way to do this would be to wait until budget time.

Nicki Satterfield, Director of Finance, explained the Commission would need another \$18,000.00 for outstanding travel this current budget year.

Vice-Mayor Odman suggested the option of bringing conferences forward to the Commission to budget the request for each individual Commissioner.

Commissioner Harris said we could take a look at the conferences to see their costs and bring it back.

Commissioner James commented she is not prepared to schedule or look for conferences to go to; she picks them if they seem appropriate. She is not bringing forward her conferences to be approved.

Vice-Mayor Odman noted she would like to pick the ones that have the most value. If the Commission does not feel it appropriate to tailor the travel budget to specific educational conference needs, there is also the option to bring the individual allotment down from \$10,000.00 to \$8,000.00.

Commissioner James said she does not understand how we got back to budgeted travel. She has not spent \$8,000.00 per year since she has been here. She felt the Commission can pick a number, but she does not favor picking our conferences.

Vice-Mayor Odman noted the Commissioners are stewards of the taxpayers and their money. She did the homework explaining why the travel amount should be there, and is staying at the \$8,000.00 figure, which is a more thoughtful estimation of what would be useful for each Commissioner.

Mayor Lewellen thanked Vice-Mayor Odman for doing due diligence, but felt it would be better to hold off until the new budget year discussion at the workshop.

Commissioner Harris motioned to allocate \$18,000.00 to the mid-year budget for Item #5 and to continue the rest of the travel policy discussion until the budget workshop; 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 James said regarding Item #7, we do not have the space for this part-time person, and we should do this at the regular budget time.

The Commission consensus was to continue Item #7 until budget time.

Commissioner James motioned to adopt Resolution #2019-047, as amended by adjusting Item #5 and excluding Items #6 and #7; seconded by Commissioner Brandimarte. The motion carried unanimously.

7.8 RESOLUTION #2019-048

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE CONVEYANCE OF TEN (10) PARCELS OF CITY-OWNED LAND ("PROPERTY") WITHIN THE DANIA BEACH COMMUNITY REDEVELOPMENT AREA AT A PRICE OF TEN DOLLARS (\$10.00) PER PARCEL TO THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") FOR THE PURPOSE OF USING THE PROPERTY TO FACILITATE SINGLE-FAMILY HOUSING DEVELOPMENT IN THE COMMUNITY REDEVELOPMENT AREA; AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE DEEDS AND RELATED DOCUMENTS FOR EACH PARCEL FOR THIS PURPOSE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2019-048.

Commissioner Harris noted the resolution states single-family instead of affordable housing.

A brief discussion ensued.

Commissioner James suggested it should say housing and other development.

Commissioner Harris motioned to adopt Resolution #2019-048, as amended; seconded by Commissioner James. The motion carried unanimously.

7.9 RESOLUTION #2019-049

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 TWO (2) PARCELS OF THE TEN (10) PARCELS 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 #2019-049 and noted there is one parcel that has a CDBG restriction that will have to be looked at prior to conveyance.

Commissioner James motioned to adopt Resolution #2019-049; seconded by Commissioner Harris. The motion carried unanimously.

Ordinances (Titles read by City Attorney)

7.11 ORDINANCE #2019-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED “OFFENSES - MISCELLANEOUS”, ARTICLE VIII, ENTITLED “SEXUAL VIOLATORS”, SECTION 17-128, ENTITLED “SEXUAL VIOLATOR RESIDENCY PROHIBITION”, OF THE CITY CODE OF ORDINANCES, TO SPECIFY THAT THE PROVISION OF THE RESIDENCY PROHIBITION APPLIES TO OFFENSES COMMITTED AFTER JUNE 28, 2005; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

Commissioner James motioned to adopt Ordinance #2019-007, on first reading; seconded by Commissioner Harris. The motion carried unanimously

7.12 ORDINANCE #2019-008

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED “OFFENSES - MISCELLANEOUS”, ARTICLE IV, ENTITLED “NOISE”, SECTION 17-80, ENTITLED “DEFINITIONS”; SECTION 17-84, ENTITLED “SPECIAL PERMITS”, AND SECTION 17-88, ENTITLED “SPECIFIC PROHIBITIONS” OF THE CITY CODE OF ORDINANCES, TO ADD A DEFINITION FOR THE TERM “HEAVY EQUIPMENT”, TO REVISE THE SPECIAL PERMIT FEE FOR APPLICATIONS SEEKING TEMPORARY APPROVAL OF ACTIVITIES THAT CAUSE NOISE EXCEEDING CODE REQUIREMENTS; TO ADDRESS HOURS OF CONSTRUCTION ACTIVITIES AND ACTIVITIES INVOLVING DEMOLITION AND USE OF HEAVY EQUIPMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

Vice-Mayor Odman noted this ordinance looks to be primarily a commercial noise and construction activity ordinance when she had previously requested an ordinance for residential.

Marc LaFerrier, Director of Community Development, explained this is a portion of an overall review of our noise ordinance, which focused on construction activity, distinct with enforcement dealing with physical activity instead of measuring noise levels. He clarified that a follow-up ordinance pertaining to the residential portion would come before the Commission on June 25th and would stand alone in the same code section once codified.

Commissioner Brandimarte asked if construction work could begin at 7:00 a.m.

Community Development Director LaFerrier responded the ordinance is primarily focused on commercial construction, which is currently allowed from 7:00 a.m. to 9:00 p.m., and would be changed to 7:00 a.m. to 7:00 p.m.

Commissioner James asked about the special permit fee.

Community Development Director LaFerrier responded the fee is \$200.00; larger developers would be requesting this type of permit.

Commissioner James motioned to adopt Ordinance #2019-008, on first reading; seconded by Vice-Mayor Odman. 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 RESOLUTION #2019-050

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-018-19), VARIANCES (VA-39-19, VA-75-19, VA-76-19), DESIGN EXCEPTION (OT-73-19), AND SPECIAL EXCEPTION (SE-74-19) REQUESTS, SUBMITTED BY THE PROPERTY OWNER, LIBERTY PROPERTY LIMITED PARTNERSHIP FOR PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF STATE ROAD 7 BETWEEN I-595 AND POWELLS ROAD IN THE CITY OF DANIA BEACH, FLORIDA AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2019-050, 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 these matters.

All but Commissioner Brandimarte noted they had been contacted by the developer.

Corinne Lajoie, Planning & Zoning Manager, gave an overview of the site plan, variances, design exception and special exception requests.

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

Commissioner James motioned to adopt Resolution #2019-050; seconded by Commissioner Harris. 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 Travel budget amendment - Vice-Mayor Odman

Vice-Mayor Odman noted this item had been discussed during the discussion of Item 7.7.

10.2 Beach vendors - Commissioner James

Commissioner James said she would like to pursue options for getting beach vendors to make sure we have something that makes us unique.

City Manager Garcia noted she likes this idea for the Commission to look at during the budget process.

Vice-Mayor Odman favors it for the beach chairs and umbrellas; we need something unique to draw people from Hollywood.

Commissioner James noted all of the Commission could bring something back.

The Commission consensus was to pursue options for beach vendors.

10.3 Southeast Drainage Project - Motion to reject all bids - City Attorney Ansbro

City Attorney Ansbro reviewed the information included in the agenda packet and requested that the Commission motion to reject the three bids received for the Southeast Drainage Project – Phase II.

Commissioner James motioned to reject the three bids received for RFQ #2018-002 Design Build Services for Southeast Drainage Project – Phase II; seconded by Commissioner Harris. The motion carried unanimously.

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte asked about work being done in condominiums without permits, and questioned why Code cannot question work being done when there is no permit visible in the window. She gets numerous calls about this from residents.

City Manager Garcia noted there has been discussion with staff regarding sending letters, in several languages, so everyone understands the expectations, rules and regulations.

Marc LaFerrier, Director of Community Development, said Code is driving through parking lots and doing permit checks; he will provide reports. We are building a database of all condominium owners and management, and a letter in English, Spanish, and French will go to all of them.

Commissioner Brandimarte questioned why people are required to give their name when they make a complaint.

Community Development Director LaFerrier explained complaints can be made anonymously.

11.2 Commissioner Harris

Commissioner Harris thanked everyone in the audience.

11.3 Commissioner James

Commissioner James commented on Memorial Day and remembering those who served.

Commissioner James noted she gets a lot of calls about various complaints, including code complaints.

Commissioner James said she wanted to make sure everything is set in stone for the Housing Forum tomorrow. She added she does not like the look of the invitation.

Commissioner James announced the Hurricane Expo on June 1st at City Hall.

11.4 Vice-Mayor Odman

Vice-Mayor Odman reminded everyone that May 31st to June 6th is a tax holiday for hurricane supplies.

11.5 Mayor Lewellen

Mayor Lewellen welcomed the new Assistant City Manager, Candido Sosa-Cruz.

Mayor Lewellen noted she wants to be sure we include solutions or suggestions when we have the update on the Dania Beach Grill.

Mayor Lewellen questioned comments made about the Housing Forum; she is not having the same experience with it.

Mayor Lewellen noted earlier this month she set up a meeting for herself, City Manager Garcia and Eric Brown, Parks & Recreation Director, with the Miami Dolphins regarding the Super Bowl and events we could do. The bigger thing that came out of the meeting is that we are building a relationship with the Miami Dolphins and we may be establishing a program in the future for children.

12. Appointments

12.1 Airport Advisory Board – no appointments

12.2 Dania Beach Housing Authority – no appointments

12.3 Education Advisory Board

Vice-Mayor Odman appointed: Mandraker Jagroop

12.4 Parks, Recreation and Community Affairs Advisory Board – no appointments

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

13. Administrative Reports

13.1 City Manager

City Manager Garcia spoke about the Hurricane Expo on June 1st, the Vacation Rental Workshop on June 10th, and the update on the Dania Beach Grill on June 11th. She noted we are gearing up our parks and beach for a safe summer, and on May 16th, we had a final walk-through of the beach. She reported we have been unsuccessful with setting up a meeting with our School Board representative; we moved on and will meet with Superintendent Runcie on June 26th. She introduced the new Assistant City Manager, Candido Sosa-Cruz, and spoke of continuing efforts in building our team and hiring a Public Services Director and Deputy Director.

13.2 City Attorney

City Attorney Ansbro had no comments.

13.3 City Clerk - Reminders

Monday, June 10, 2019 - 5:30 p.m.

Tuesday, June 11, 2019 - 5:30 p.m.

Workshop – Vacation Rentals

CRA Board Meeting

Tuesday, June 11, 2019 - 7:00 p.m.
Tuesday, June 25, 2019 - 7:00 p.m.

City Commission Meeting
City Commission Meeting

14. Adjournment

Mayor Lewellen adjourned the meeting at 10:00 p.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)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN OPTIONAL TWO (2) YEAR RENEWAL OF THE EXISTING AGREEMENT WITH C.A.P. GOVERNMENT INC. ("CAP"), FOR PLAN REVIEW, INSPECTIONS AND CLERICAL BUILDING CODE SERVICES, VALID THROUGH MAY 15, 2021, UTILIZING THE CITY OF FORT LAUDERDALE RFP 575-11849 THAT WILL EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), EACH FISCAL YEAR THE CONTRACT IS IN PLACE AUTHORIZING SUCH PURCHASE MADE FROM THE BUILDING FUND APPROVED ANNUAL BUDGET APPROPRIATIONS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

20190606115953401, CAP staff report, R-2019- C.A.P. Government Inc. Renewal of Agreement for Plan Review, Inspections and Clerical Services, R-2019- C.A.P. Government Inc. Renewal of Agreement for Plan Review, Inspections and Clerical Services Exhibit A, R-2019- C.A.P. Government Inc. Renewal of Agreement for Plan Review, Inspections and Clerical Services Exhibit B



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORADUM**

DATE: June 11, 2019

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Marc C. LaFerrier, AICP, Director 

RE: **Approval to renew agreement with C.A.P. Government Inc. for Building Code Services with a budget transfer.**

The Request

Approval of an optional two year renewal of the existing agreement with C.A.P. Government Inc. (CAP) for plan review, inspections, clerical and other related services that includes a budget transfer for associated costs this fiscal year.

Background

On the August 22, 2017 City Commission agenda, the Commission approved a resolution to enter into an agreement with CAP for building code and related inspection services. This contract was needed to properly respond to the significant increase in development activity. CAP has been integrated into a successful team that includes City, County and CAP staff. The agreement was amended and approved by the Commission on June 25, 2018 to include clerical services. The City currently "piggy-backs" the agreement between CAP and the City of Fort Lauderdale for these services by utilizing pricing under the ITB No. 575-11849 awarded May 16, 2017. On February 1, 2019 the City of Fort Lauderdale has exercised their right to renew their contract for an additional 24 months allowing for an extension of the City of Dania Beach's current agreement with CAP. Approval of this agenda item would continue CAP's services as a "piggy-back" agreement from Fort Lauderdale.

Budgetary Impact

A budget transfer in the amount of \$600,000.00 split from the Building Fund's Reserve and Contingency accounts, into the Building Fund, Professional Services, Account No. 107-15-02-524-31-10. This 24 month renewal agreement will secure the current rate of services provided by CAP with no additional rate increase.

Recommendation

Approve the renewal agreement with C.A.P. Government Inc. to assist the City with providing expedited permitting services.



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: June 11, 2019

TO: Marc C. LaFerrier, AICP, Director

FROM: Eleanor Norena, CFM, Assistant Director 

RE: **Approval to renew agreement with C.A.P. Government Inc for Building Code Services with a budget transfer.**

The proposed resolution is to execute an optional two year renewal of existing agreement with C.A.P. Government Inc. for plan review, inspections, clerical and other related services to include a budget transfer for associated costs this fiscal year.

On the August 22, 2017 City Commission agenda, the Commission approved a resolution to enter into an agreement with C.A.P. Government Inc. for supplemental plan review and inspection services. The agreement was amended and approved by the Commission on June 25, 2018 to include clerical services. The City currently "piggy-backs" the agreement between C.A.P. Government Inc and the City of Fort Lauderdale for these services by utilizing pricing under the ITB No. 575-11849 awarded May 16, 2017. On February 1, 2019 the City of Fort Lauderdale has exercised their right to renew their contract for an additional 24 months allowing for an extension of the City of Dania Beach's current agreement with C.A.P. Government Inc. A budget transfer in the amount of \$600,000.00 split from the Building Fund's Reserve and Contingency accounts, into the Building Fund, Professional Services General Account, Account No. 107-15-02-524-31-10. Approval of this agenda item would continue C.A.P.'s services as a piggy-back agreement from Fort Lauderdale.

Recommendation

Approve the renewal agreement with C.A.P. Government Inc. for an additional 24 months.

RESOLUTION NO. 2019-051

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN OPTIONAL RENEWAL OF THE EXISTING AGREEMENT WITH C.A.P. GOVERNMENT INC. FOR PLAN REVIEW, INSPECTIONS AND CLERICAL BUILDING CODE SERVICES, VALID THROUGH MAY 15, 2021, UTILIZING THE CITY OF FORT LAUDERDALE RFP 575-11849, THAT WILL EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), EACH FISCAL YEAR THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASE MADE FROM THE BUILDING FUND APPROVED ANNUAL BUDGET APPROPRIATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City currently utilizes the City of Fort Lauderdale's contract (RFP No. 575-11849) with C.A.P. Government, Inc. ("CAP") for plan review, inspection and clerical building code services dated May 16, 2017, which provides for a two (2) year renewal option, subject to approval of both the City and CAP; and

WHEREAS, the City of Fort Lauderdale has renewed the existing Agreement through May 15, 2021, a copy of which is attached as Exhibit "A" and is incorporated into this Resolution by this reference; and

WHEREAS, CAP desires to and is willing to continue the Agreement for the optional two (2) year renewal with no increase in cost; and

WHEREAS, the City Administration recommends the existing agreement with C.A.P. Government, Inc. be extended to provide plan review, inspections and clerical building code services; and

WHEREAS, CAP expenditures are anticipated to exceed One Million Dollars (\$1,000,000.00) and the City Code of Ordinances requires that the City Commission approve by Ordinance any expenditure of City funds that exceed One Million Dollars (\$1,000,000.00); an Ordinance will be presented by the Community Development Department at a future City Commission Meeting prior to exceeding this threshold;

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

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed to be true and correct and they are made a part of and are incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute the optional renewal of an existing Agreement with C.A.P. Government Inc., for building code services, a copy of which is attached as Exhibit “B” and is incorporated into this Resolution by this reference.

Section 3. That funding and appropriations are planned for each year and are available in the City’s Building Fund, Professional Services General Account, Account No. 107-15-02-524-31-10 and will exceed the annual fiscal year vendor threshold of Twenty Five Thousand Dollars (\$25,000.00) each year the contract is in place.

Section 4. That the additional funding will be appropriated via a budget transfer in the amount of six hundred thousand dollars (\$600,000.00) to cover costs associated with services provided by C.A.P. Government Inc. for the remainder of the fiscal year 2019. A budget transfer in the amount of sixty four thousand dollars (\$64,000.00) from the Building Fund, Contingency account number 107-15-02-524-99-10 and a budget transfer in the amount of five hundred forty-six thousand dollars (\$546,000.00) from the Building Fund, Reserve account number 107-15-02-524-99-70 to the Building Fund Professional Services Account 107-15-02-524-31-10.

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

Section 6. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 11, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
www.fortlauderdale.gov

February 1, 2019

CAP Government Inc.
Attn: Carlos A. Penin
100 SE 12 Street
Fort Lauderdale, FL 33316

SUBJECT: Renewal of Term Contract for Solicitation Inspection and Plan Review Services, RFP 575-11849-1, Amendment 1

Dear Carlos Penin:

The subject Contract will expire on May 15, 2019.

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties, be renewed for an additional twenty-four (24) month period. The City would like to exercise the right to renew this Contract for two (2) additional years effective May 16, 2019, at the existing pricing, terms and conditions. *CAP*

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return this letter by email to Teresa Wright at twright@fortlauderdale.gov by February 9, 2019.

Upon execution below by your firm's authorized representative, this Amendment will be your official notice that the Contract has been extended for two (2) years and no additional documentation will be required. Please be sure any required Insurance Certificates are up to date and attached to your response.

Thank you for your immediate attention to this matter.

Sincerely,

Jodi S. Hart, CPPO, CPPB, MBA
Chief Procurement Officer

ACCEPTANCE

By
Official Signature

Carlos A. Penin President
Name Title

February 2, 2019
Date

**AGREEMENT FOR
INSPECTION AND PLAN REVIEW SERVICES**

THIS AGREEMENT, made this 16th day of May 2017, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and **C.A.P. Government, Inc., a Florida corporation**, ("Contractor") whose address is **100 S.E. 12th Street, Fort Lauderdale, Florida 33316, Phone: 954-888-9882, Email: cap@capfla.com.**

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

(1) **Request for Proposals No. 575-11849, Inspection and Plan Review Services**, including any and all addenda, prepared by the City of Fort Lauderdale, ("**RFP**" or "**Exhibit A**").

(2) The Contractor's response to the **RFP**, dated **February 7, 2017**, ("**Exhibit B**").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated May 16, 2017, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on **June 17, 2017 and shall end on June 16, 2019.** **The City reserves the right to extend the contract for one additional two-year term,** providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the

City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors and Omissions)

Consultants

Limits: \$2,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. 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.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

ATTEST:

Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By: Lee R. Feldman, City Manager

Approved as to form:
Cynthia A. Everett, City Attorney

Assistant City Attorney

WITNESSES:

By: JOSE E. MIRANDA
Name & Title: COMPLIANCE MANAGER

By: Monica de Castro
Name & Title: Business Dev. Coordinator
(CORPORATE SEAL)

C.A.P. GOVERNMENT, INC.

By: Carlos A. Penin, President

STATE OF Florida :
COUNTY OF miami-Dade :

The foregoing instrument was acknowledged before me this 15th day of May, 2017, by Carlos A. Penin as President for C.A.P. Government, Inc., a Florida corporation.



Monica de Castro
(Signature of Notary Public)
Notary Public, State of Florida

Monica De Castro
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification
Type of Identification Produced _____



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
www.fortlauderdale.gov/purchasing

March 21, 2017

C.A.P. Government, Inc.
Attn: Carlos Penin
100 S.E. 12th Street
Fort Lauderdale, FL 33316
Phone: 954-888-9882
Email: cap@capfla.com

REF: RFP No. 575-11849, Inspection and Plan Review Services

Dear Proposer:

The City of Fort Lauderdale, Procurement Services Division, is continuing to evaluate the responses received for RFP No. 575-11849, Inspection and Plan Review Services.

In accordance with Fort Lauderdale City Code Sec. 2-194 (g),

"Negotiation with responsible offerors and revisions to proposals. Negotiations may be conducted with at least the three (3) best qualified responsible offerors who submit proposals who are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. If less than three (3) reasonably susceptible offers are received, then negotiations may be conducted with all best qualified offerors. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion, negotiation, and revision of proposals and such revisions may be permitted through negotiations after submissions and prior to award for the purpose of obtaining best and final offers".

The City is requesting that your firm submit a "Best and Final Offer" in accordance with the revised Cost Proposal Pages which includes additional positions.

Attached you will find the form to be completed and returned to the City of Fort Lauderdale. Please respond by end of business on Tuesday, March 28, 2017.

Sincerely,

AnnDebra Diaz, CPPB
Senior Procurement Specialist

Attachments



Electrical	Regular Hourly Rate.....\$ <u>85.00</u> per hour Overtime Hourly Rate...\$ <u>110.50</u> per hour
Mechanical	Regular Hourly Rate.....\$ <u>85.00</u> per hour Overtime Hourly Rate...\$ <u>110.50</u> per hour
Plumbing	Regular Hourly Rate.....\$ <u>85.00</u> per hour Overtime Hourly Rate...\$ <u>110.50</u> per hour
Engineering	Regular Hourly Rate.....\$ <u>85.00</u> per hour Overtime Hourly Rate...\$ <u>110.50</u> per hour
Landscaping	Regular Hourly Rate.....\$ <u>75.00</u> per hour Overtime Hourly Rate...\$ <u>97.50</u> per hour
Flood Plain	Regular Hourly Rate.....\$ <u>85.00</u> per hour Overtime Hourly Rate...\$ <u>110.50</u> per hour

Chiefs:

Structural	Regular Hourly Rate.....\$ <u>85.00</u> per hour Overtime Hourly Rate...\$ <u>110.50</u> per hour
Mechanical	Regular Hourly Rate.....\$ <u>85.00</u> per hour Overtime Hourly Rate...\$ <u>110.50</u> per hour
Electrical	Regular Hourly Rate.....\$ <u>85.00</u> per hour Overtime Hourly Rate...\$ <u>110.50</u> per hour
Plumbing	Regular Hourly Rate.....\$ <u>85.00</u> per hour Overtime Hourly Rate...\$ <u>110.50</u> per hour
Flood Plain	Regular Hourly Rate.....\$ <u>85.00</u> per hour Overtime Hourly Rate...\$ <u>110.50</u> per hour

Building Officials:

Asst. Building Official	Regular Hourly Rate.....\$ <u>100.00</u> per hour Overtime Hourly Rate...\$ <u>130.00</u> per hour
Building Official	Regular Hourly Rate.....\$ <u>100.00</u> per hour Overtime Hourly Rate...\$ <u>130.00</u> per hour



Chief - Plumbing 400 Regular Hours Per Year x \$85.00 per hour = \$ 34,000.00

Chief - Flood Plain 400 Regular Hours Per Year x \$85.00 per hour = \$ 34,000.00

Subtotal Chiefs \$170,000.00

Building Officials:

Asst. Building Official 240 Regular Hours Per Year x \$100.00 per hour = \$24,000.00

Building Official 240 Regular Hours Per Year x \$100.00 per hour = \$24,000.00

Subtotal Building Officials \$ 48,000.00

Emergency/Natural Disaster Inspections

Structural 1,500 Regular Hours per event x \$ 97.50 per hour = \$ 146,250.00

Electrical 1,500 Regular Hours per event x \$ 97.50 per hour = \$ 146,250.00

Mechanical 1,500 Regular Hours per event x \$ 97.50 per hour = \$ 146,250.00

Plumbing 1,500 Regular Hours per event x \$ 97.50 per hour = \$ 146,250.00

Flood Plain 1,500 Regular Hours per event x \$ 97.50 per hour = \$ 146,250.00

Subtotal Emergency/Natural Disaster Inspections \$ 731,250.00

Total Inspectors + Plan Examiners + Building Officials + Disaster hours \$3,004,250.00

Submitted by:

Carlos A. Penin, PE
Name (printed)


Signature

President
Title

Company: (Legal Registration) C.A.P. Government, Inc.

Date: 03.21.17

AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND C.A.P. GOVERNMENT, INC., A FLORIDA CORPORATION FOR SUPPLEMENTAL PLAN REVIEW, INSPECTION AND ADMINISTRATIVE SERVICES UNDER THE CITY OF FORT LAUDERDALE INVITATION TO BID (“ITB”) NUMBER 575-11849

This is an Amendment (“Amendment”) dated _____, 2019, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and C.A.P. Government Services, Inc., a Florida corporation (“Contractor”), with an address of 3265 Meridian Parkway, Suite 100, Weston, Florida 33331.

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

1. The Agreement between the Contractor and the City of Fort Lauderdale was amended on February 1, 2019 to extend the term of the Fort Lauderdale Agreement to May 15, 2021. The Amendment and that Agreement are attached as composite Exhibit “A”, and made a part of and are incorporated into this Agreement by this reference; they shall be considered a part of this Amendment between the City and the Contractor. This Amendment renews and extends the original Agreement between the City and Contractor to May 15, 2021.
2. That in all other respects, the terms of Exhibit “A” apply to this Amendment.

IN WITNESS OF THE FOREGOING, the parties have signed this Amendment, effective on the date first written above.

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

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN, MAYOR

APPROVED AS TO FORM AND CORRECTNESS

THOMAS J. ANSBRO, CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on _____, 2019, by _____, as _____ of C.A.P. Government, Inc., a Florida corporation, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

CONTRACTOR:
C.A.P. GOVERNMENT, INC. a Florida corporation

Signature

PRINT Name

Title

DATED: _____

Notary Public, State of Florida

Print Name

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND TWO (2) YEAR RENEWAL OF THE EXISTING AGREEMENT WITH REGIONS SECURITY SERVICES, INC., FOR SECURITY STAFFING SERVICES FOR CITY HALL PARKING GARAGE AND THE WATER TREATMENT PLANT, WHICH SERVICES SHALL NOT EXCEED TWO HUNDRED SEVENTY THOUSAND FOUR HUNDRED TWENTY SIX DOLLARS (\$270,426.00) PER FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

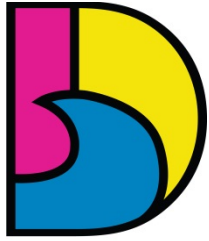
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - 2019 Regions Security Inc. Second 2 yr Renewal of the Existing Contract (Fin Review 6-2-19) (3)rvsd (2)ps, R-2019- Regions Security Services Second Two (2) Year Renewal, Regions Security, Inc. Second Two-Year Renewal of Agreement Exhibit A



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: June 11, 2019

TO: The Honorable Mayor and Commissioners

FROM: Ana M. Garcia, ICMA- CM, City Manager

VIA: Carl Kallicharan, Acting Public Services Director

RE: Approval to Authorize a Second Two Year Renewal Agreement with Regions Security, Inc.

Request

City Administration is requesting the City Commission to approve a Second Two Year Renewal of Agreement with Regions Security, Inc. in amount not to exceed \$270,426.00, to be effective July 21, 2019 through July 20, 2021, reflecting no increase to the present annual maximum service cost. Regions Security, Inc. First Two Year Renewal Agreement is set to expire July 20, 2019.

Background

In 2018, the City Commission amended the existing agreement through the mid-year budget Resolution 2018-094 on June 26, 2018 to expand services. On August 21, 2018, the City entered into a second amendment to the existing agreement to include additional security for twenty four hour security staffing for the City Hall/Parking Garage and services at the Water Treatment Plant from 5:00 p.m. to 8:00 a.m. in combined total amount not to exceed \$270,426.00 annually.

Budgetary Impact

Funding is available and appropriated in the Commission approved budget accounts, the General Administration Fund \$45,898.00, Parking Fund \$118,318.00, and the Water Plant Utility Funds \$106,210.00.

Recommendation

The City is a proactive City where areas are secured such as City Hall, Parking Garage, and the Water Treatment Plant. City Administration is satisfied with services provided by Regions Security Services, Inc. and recommend continuation of security staffing services and approval of a Second Two Year Renewal Agreement with Regions Security Services, Inc. in an amount not to exceed \$270,426.00, with no increase in cost.

RESOLUTION NO. 2019-052

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND TWO (2) YEAR RENEWAL OF THE EXISTING AGREEMENT WITH REGIONS SECURITY SERVICES, INC., FOR SECURITY STAFFING SERVICES FOR CITY HALL PARKING GARAGE AND THE WATER TREATMENT PLANT, WHICH SERVICES SHALL NOT EXCEED TWO HUNDRED SEVENTY THOUSAND FOUR HUNDRED TWENTY SIX DOLLARS (\$270,426.00) PER FISCAL YEAR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City awarded a contract for security services to Regions Security Services, Inc. on May 24, 2016 by Resolution 2016-065 under City Request for Letters of Interest ("RLI") No. 15-019, at a maximum annual cost of Fifty Thousand Dollars (\$50,000.00), with an agreement effective July 20, 2016 through July 20, 2017; and

WHEREAS, the City Commission approved Resolution 2016-108, for a First Amendment to the original agreement for additional services in the amount of Fifty Thousand Dollars (\$50,000.00) to add security services for City Hall during working hours and further amended the original term of the agreement to provide for a one (1) year term with an option of the City to renew for two (2) additional two-year periods; and

WHEREAS, the City Commission approved Resolution 2017-073 to execute the first two (2) year renewal option of the Agreement in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00); and

WHEREAS, on August 21, 2018, the City entered into a Second Amendment to the Agreement, approved by Resolution 2018-094, providing for the addition of an armed guard to cover the hours of 5:00 p.m. to 8:00 a.m., seven (7) days per week at the water treatment plant and increasing the hours for the after-hours security at the City's parking garage to a twenty-four (24) hour, seven (7) day a week schedule in an amount not to exceed One Hundred Three Thousand Six Hundred Ten Dollars (\$103,610.00) and One Hundred Sixty Four Thousand Two Hundred Sixteen Dollars (\$164,216.00) respectively, plus the cost of a golf cart; and

WHEREAS, Regions Security Services, Inc. and the City are both desirous and willing to continue the services agreement and exercise the second two (2) year renewal option with no increase in cost through July 20, 2021; and

WHEREAS, the City Administration recommends the existing agreement with Regions Security Services, Inc. be extended for the second two (2) year renewal term to provide security staffing services at an annual amount not to exceed Two Hundred Seventy Thousand Four Hundred Twenty Six Dollars (\$270,426.00) per year, reflecting no increase to the present annual maximum service cost;

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

Section 1. That the above “WHEREAS” clauses are true and correct, and they are made a part of and are incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute the second two (2) year renewal option for the existing Agreement with Regions Security Services, Inc., for Security Staffing Services for City Hall/Parking Garage and the Water Treatment Plant subject to an annual maximum amount not to exceed Two Hundred Seventy Thousand Four Hundred Twenty-Six Dollars (\$270,426.00) per year, which Second Renewal is attached as Exhibit “A”, and is made a part of and incorporated into this Resolution by this reference.

Section 3. That cost of the Agreement is planned and appropriated in the current approved City budget in the following accounts:

- General Services Administration Contractual Services Account Number 001-18-00-519-34-10 in the amount of Forty-Five Thousand Eight Hundred Ninety-Eight Dollars (\$45,898.00)
- Parking Fund Contractual Services Account Number 404-45-03-545-34-10 in the amount of One Hundred Eighteen Thousand Three Hundred Eighteen Dollars (\$118,318.00)
- Water Plant Utility Contractual Services Account 401-33-03-533-34-10 in the amount of One Hundred Six Thousand Two Hundred Ten Dollars (\$106,210.00).

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 be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 11, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWWLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

SECOND TWO-YEAR RENEWAL OF AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA, AND REGIONS SECURITY, INC, A FLORIDA CORPORATION

This is a Second Renewal of an Agreement (the "Renewal"), which Agreement dated July 20, 2016 (the "Agreement") exists between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and Regions Security Services, Inc., a Florida corporation (the "Contractor"), with its principal place of business located at 7925 NW 12th Street, Suite 306, Doral, Florida 33126 for providing security services at various City facilities. A copy of the existing Agreement, dated July 20, 2016 and the First Amendment to the Agreement, dated September 7, 2016, are attached as composite Exhibit "A", which are made a part of and incorporated into this Renewal by this reference. The City and Contractor wish to renew the Agreement for one (1) two (2) year period up to and including July 20, 2021.

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

1. That the existing Agreement that was executed on July 20, 2016, is renewed and it shall remain in effect up to and including July 20, 2021.
2. That the terms and conditions of the Agreement dated July 20, 2016, along with the First Amendment to the Agreement dated September 7, 2016, will remain the same throughout the term of this Renewal of it.
3. The cost of the first two (2) year renewal is a total cost not to exceed Two Hundred Seventy Thousand Four Hundred Twenty Six Dollars (\$270,426.00) per year.
4. That in all other respects, the Agreement is ratified and reaffirmed and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Renewal on _____, 2019.

ATTEST:

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

THOMAS SCHNEIDER, CMC
CITY CLERK

ANA M. GARCIA, ICMA-CM
CITY MANAGER

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CONTRACTOR:

**REGIONS SECURITY SERVICES, INC.
a Florida Corporation**

ATTEST:

Signature

PRINT Name

Signature

PRINT Name

Signature

PRINT Name

Title

STATE OF FLORIDA

COUNTY OF _____

BEFORE me on _____, 2019, personally appeared _____, as _____ of Regions Security Services, Inc., a Florida corporation, who acknowledged execution of the foregoing Agreement for the use and purposes mentioned in it, and that the instrument is the act and deed of the Contractor. Such person is personally known to me or produced _____ as identification.

NOTARY PUBLIC
State of Florida

My Commission Expires:

AGREEMENT

This is an Agreement ("Agreement") dated JULY 20, 2016, between the City of Dania Beach, Florida, a Florida municipal corporation (the "City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Regions Security Services, Inc., a Florida corporation (the "Contractor"), with its principal place of business located at 7925 NW 12th Street, Suite 306, Doral, Florida 33126.

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

ARTICLE 1.0 **SERVICES AND RESPONSIBILITIES**

1.1 The Contractor's responsibility under this Agreement is for security services for various City facilities at locations within the City, as further described in the Scope of Services in Exhibit "A", a copy of which is attached to and incorporated into this Agreement by this reference. The cost for such services shall not exceed an amount of Fifty Thousand Dollars (\$50,000.00) per year. All documents pertaining to the Request for Qualifications (RFQ) are incorporated by this reference within this Agreement.

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

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

1.4 Contractor represents to City with full knowledge that City is relying upon these representations when entering into this Agreement with Contractor, and that Contractor has the expertise, experience and work force sufficient to timely perform the services to be provided pursuant to the terms of this Agreement, and the terms of the Request for Qualifications ("RFQ") Number 15-019, and the Contractor's response to the RFQ, both of which are made a part of and incorporated into this Agreement by these references.

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

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

ARTICLE 2.0 **TERMS AND CONDITIONS**

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

2.2 The term of this Agreement shall be for a one (1) year period.

2.3 In the event the services are scheduled to end, either by contract expiration or by termination by the City (at the City's discretion), the Contractor shall continue the services if requested by the City, until new services can begin with a new Contractor. At no time shall this transitional period extend for more than one hundred eighty (180) days beyond the expiration date of the existing contract. The current Contractor will be reimbursed for the services at the rate in effect when this transitional period clause is invoked by the City.

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

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

ARTICLE 3.0

COMPENSATION AND METHOD OF PAYMENT

3.1 The Contractor will be compensated on a monthly basis.

3.2 Payment will be made to Contractor at:

Regions Security Services, Inc.
Attn: Carlos Rivero, Jr., President
7925 NW 12th Street, Suite 306
Doral, Florida 33126

ARTICLE 4.0
CHANGES IN SCOPE OF WORK

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

ARTICLE 5.0
PROTECTION OF CITY'S PROPERTY

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

ARTICLE 6.0
INDEMNIFICATION

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

- (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of or resulting or claimed to have resulted in, whole or in part, from any actual or alleged act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;
- (b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by Contractor or its subcontractors in the performance of the services;
- (c) liens, claims, actions made by the Contractor or its subcontractors or other party performing the services;
- (d) claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to this Agreement, or in an attempt to collect monies due or claimed to be due to the City.

ARTICLE 7.0 **INSURANCE**

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

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

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

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

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

INSURANCE REQUIREMENTS

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

7.6 **GENERAL LIABILITY INSURANCE** is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence, and Four Million Dollars (\$4,000,000.00) annual aggregate.

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

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

7.7 **WORKERS’ COMPENSATION INSURANCE** shall be maintained by Contractor and any subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all “statutory employees” of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

In the case any work is sublet (if approved in advance in writing by City), as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers’ Compensation Insurance for all of the latter’s employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A, and no less than and One Million Dollars (\$1,000,000.00) employers’ liability limits Part B.

IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: I) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS’ COMPENSATION INSURANCE

COVERAGE; OR II) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

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

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

7.7 AUTOMOBILE LIABILITY INSURANCE shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

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

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

ARTICLE 8.0
INDEPENDENT CONTRACTOR

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

ARTICLE 9.0
DEFAULT OF AGREEMENT AND REMEDIES

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

ARTICLE 10.0
BANKRUPTCY

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

ARTICLE 11.0
DISPUTE RESOLUTION

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

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

ARTICLE 12.0
PUBLIC RECORDS LAW

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

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

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

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

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

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

Section 119.0701(2)(a), Florida Statutes

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

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

ARTICLE 13.0
MISCELLANEOUS

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

13.2 Signature of this Agreement by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the signing of the Agreement of the parties, and no higher than those charged the Contractor's most favored customer for the same or substantially similar services. The rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate presentation of fees paid to outside contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

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

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

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

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

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

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

Contractor: Regions Security Services, Inc.
Attn: Carlos Rivero, Jr., President
7925 NW 12th Street, Suite 306
Doral, Florida 33126

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

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

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

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

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

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

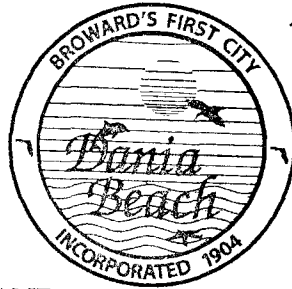
13.12 Conflict. In the event there is a conflict between any of the terms in any of the documents contained in any Exhibit to this Agreement and any terms of this Agreement, the terms of this Agreement shall prevail.

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

ATTEST:



LOUISE STILSON, CMC
CITY CLERK



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

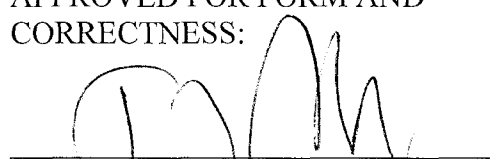


MARCO A. SALVINO
MAYOR



ROBERT BALDWIN
CITY MANAGER

APPROVED FOR FORM AND
CORRECTNESS:



THOMAS J. ANSBRO
CITY ATTORNEY

CONTRACTOR:

REGIONS SECURITY SERVICES, INC.
a Florida Corporation

ATTEST:

Signature

Victor Guembes

PRINT Name

Signature

DAVID RODRIGUEZ

PRINT Name

Signature

CARLOS RIVERO, JR.

PRINT Name

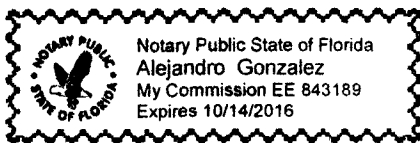
PRESIDENT & CEO

Title

STATE OF FLORIDA

COUNTY OF MIAMI-DADx

BEFORE me on JUNE 24, 2016, personally appeared CARLOS RIVERO, as CEO of Regions Security Services, Inc., a Florida corporation, who acknowledged execution of the foregoing Agreement for the use and purposes mentioned in it, and that the instrument is the act and deed of the Contractor. Such person is personally known to me or produced DRIVER LICENSE as identification.



[Signature]
NOTARY PUBLIC
State of Florida

My Commission Expires: 10/14/2016

EXHIBIT “A”

SCOPE OF SERVICES

Security services at various properties with locations within the City of Dania Beach, Florida.

1. The hours will be as follows:
 - a. eight (8) hours per day Monday through Friday, and
 - b. seven (7) days per week in the evenings; hours may vary during the days and in the evenings.
2. The properties for which services are to be provided are as follows:
 1. City Hall, 100 West Dania Beach Boulevard;
 2. Paul DeMaio Library, adjacent to City Hall;
 3. Municipal Parking Garage site, adjacent to City Hall; and
 4. Nyberg-Swanson House (City’s Parks and Recreation Administrative Building) located directly across from City Hall on the north side of West Dania Beach Boulevard.
3. Services shall also include the following:
 - a. weekly reports as requested or needed by City staff;
 - b. electronic verification of patrols;
 - c. minor assistance in customer service; and
 - d. bring to the attention of the Community Development Director any maintenance issues on any secured properties.
 - e. Perform policing of areas for litter removal.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2016

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

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

PRODUCER Just Insurance Brokers 1200 NW 78th Ave, Suite 105 Miami FL 32126		CONTACT NAME: Susan Camacho PHONE (A/C, No, Ext): (305) 418-4701 E-MAIL ADDRESS: scamacho@jibfl.net FAX (A/C, No): (305) 418-4706	
INSURED Regions Security Services, Inc. 7925 NW 12 Street Suite 306 and 109 Doral, FL 33126		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Progressive Commercial Auto INSURER C: Arch Insurance Company INSURER D: Arch Insurance Company INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability ☒ Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC	Y	Y	BSPKG0219405	04/16/2016	04/16/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			04706230	05/13/2016	05/13/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$			BSFXS0028500	04/30/2016	04/30/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	28WC00046003	06/01/2016	06/01/2017	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	A Errors and Omissions	Y	Y	BSPKG0219405	04/16/2016	04/16/2017	\$1,000,000/\$3,000,000

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

The City of Dania Beach has been named as Additional Insured and Waiver of Subrogation.

CERTIFICATE HOLDER**CANCELLATION**

The City of Dania Beach 100 West Dania Beach Boulevard, Dania Beach, FL 33004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

**FIRST AMENDMENT TO AN EXISTING AGREEMENT BETWEEN THE CITY OF
DANIA BEACH AND REGIONS SECURITY SERVICES, INC.**

This is an Amendment (the "Amendment") to an Agreement (the "Agreement") existing between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and Regions Security Services, Inc., a Florida corporation (the "Contractor"). A copy of the Agreement is attached as Exhibit "A", and is made a part of and is incorporated into this Amendment by this reference.

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

1. That the Contractor will provide to the City an armed security guard, located at City Hall, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, at an additional cost of Eighteen Dollars and Fifty Cents (\$18.50) per hour up to forty hours and Twenty Seven Dollars and Seventy-Five Cents (\$27.75) per hour in excess of forty hours. Exact schedule and costs may vary according to security needs, usage and hours of operation of the City. The additional security services shall not exceed an amount of Fifty Thousand Dollars (\$50,000.00) per contract year.

2. That paragraph 2.2 of the Agreement as it relates to the term of the Agreement shall now read "The term of this Agreement shall be for one (1) year with an option of the City to renew for two (2) additional two-year periods.

3. That in all other respects, the Agreement is ratified and reaffirmed, and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Amendment effective as of SEPTEMBER 7, 2016.

ATTEST:



LOUISE STILSON, CMC
CITY CLERK

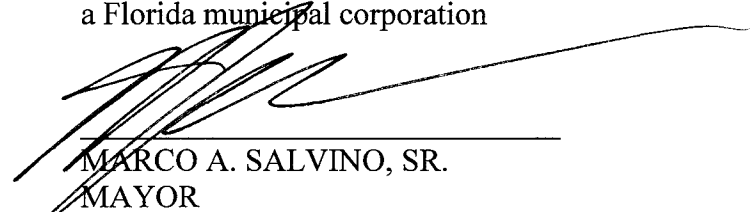
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



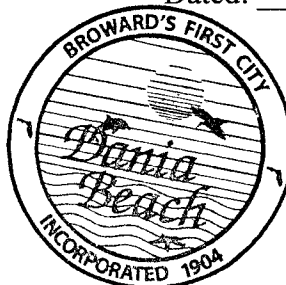
THOMAS J. ANSBRO
CITY ATTORNEY

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation


MARCO A. SALVINO, SR.
MAYOR

Dated: 9-7-16



CONTRACTOR:

**REGIONS SECURITY SERVICES, INC.
a Florida Corporation**

WITNESSES:

[Signature]
Signature

David Rodriguez
PRINT Name

[Signature]
Signature

Victor Guen
PRINT Name

[Signature]
Signature

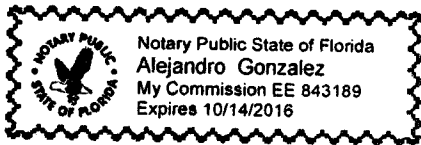
CARLOS RIVERA, JR.
PRINT Name

PRESIDENT & CEO
Title

STATE OF FLORIDA

COUNTY OF Miami-Dade

BEFORE me on August 29th, 2016, personally appeared Carlos Rivera Jr., as CEO & President of Regions Security Services, Inc., a Florida corporation, who acknowledged execution of the foregoing Agreement for the use and purposes mentioned in it, and that the instrument is the act and deed of the Contractor. Such person is personally known to me or produced _____ as identification.



[Signature]
NOTARY PUBLIC
State of Florida

Commission Expires:

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT TO UTILIZE THE COOPERATIVE PURCHASING NETWORK CONTRACT NO. R151501, FOR EQUIPMENT AND TOOL RENTAL SERVICES WITH SUNBELT RENTALS, INC. VALID THROUGH OCTOBER 31, 2020, AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) EACH FISCAL YEAR THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

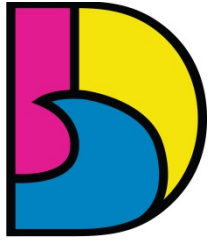
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Agenda Memo- Sunbelt Rentals to Exceed 25K (Fin Rev 6-5-19), R-2019- Sunbelt Rentals Authorization to Piggyback the Cooperative Purchasing Network Contract and Exceed 25K, Sunbelt Rentals 5th Year Renewal Letter



DANIA BEACH
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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: June 11, 2019

TO: The Honorable Mayor and Commissioners

FROM: Ana M. Garcia, ICMA- CM, City Manager

VIA: Carl Kallicharan, Acting Public Services Director

RE: Authorization to Piggyback The Cooperative Purchasing Network Contract w/ Sunbelt Rentals and to Exceed the City's Vendor Threshold of \$25,000.00

Request

Public Services is requesting City Commission approval to utilize The Cooperative Network Contract (TCPN) No. R151501, effective November 1, 2018 through October 31, 2020, with Sunbelt Rental, Inc. for equipment and tools rental. Authorization is also needed to exceed the City's annual vendor \$25,000.00 threshold with Sunbelt Rentals, Inc.

Background

Public Services is currently rehabilitating lift stations. In the process of rehabilitating lift stations the portable by pass pumps are being rented from Sunbelt Rentals to assist with running of the lift stations, as lift stations pumps are functioning in an over duty cycle for the last 6 months. Conditions stated have caused the temporary pumps currently being used to fail. Therefore, are being rented longer than expected due to the Lift Stations Rehabilitation Project in process.

Budgetary Impact

Pumps rentals amounts are at currently at \$15,867.00 which is near the City's threshold limit and pump rentals will be needed for the remainder of the current Fiscal Year.

Recommendation

Public Services is recommending City Commission to authorize Public Services to utilize TCPN's Contract No. R151501, and to exceed the City's vendor threshold of \$25,000.00, each fiscal year for equipment and tool rentals with Sunbelt Rentals, Inc. Such purchases will be made within the respective departments' approved annual budget appropriations and in accordance with the City's purchasing policy.

RESOLUTION NO. 2019-053

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT TO UTILIZE THE COOPERATIVE PURCHASING NETWORK CONTRACT NO. R151501, FOR EQUIPMENT AND TOOL RENTAL SERVICES WITH SUNBELT RENTALS, INC. VALID THROUGH OCTOBER 31, 2020, AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) EACH FISCAL YEAR THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold at Twenty Five Thousand Dollars (\$25,000.00) for a vendor each fiscal year; and

WHEREAS, the Public Services Department is seeking authorization from the City Commission to utilize "The Cooperative Purchasing Network" ("TCPN") Contract No. R151501, effective November 1, 2018 through October 31, 2020, with Sunbelt Rentals, Inc. for the rental of equipment and tools; authorization is also being requested to exceed the City's threshold of Twenty Five Thousand Dollars (\$25,000.00) for a single vendor each year that the contract is in place, therefore, City Commission approval is required; and

WHEREAS, the Public Services Department is currently in the process of rehabilitating City lift stations and the Department is in need of equipment rentals and tools from Sunbelt Rentals, Inc., to assist with keeping City lift stations in operable condition for the health, safety and welfare of City residents; and

WHEREAS, the Public Services Department is seeking approval to exceed the Twenty Five Thousand (\$25,000.00) limit for any necessary equipment rental services, provided funding

is available and appropriated in the current fiscal year budget and made in accordance with the City of Dania Beach Purchasing Policy for each fiscal year;

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

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

Section 2. That the City Commission authorizes the Public Services Department to utilize the TCPN Contract No. R151501 with Sunbelt Rentals, Inc. for equipment and tool rental. Authorization is also being requested to exceed the annual amount of Twenty Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor each fiscal year the contract is in place.

Section 3. That the proper City officials are authorized to execute an Agreement with Sunbelt Rentals, Inc., a copy of which is attached as Exhibit “A” and is incorporated into this Resolution by this reference.

Section 4. That all Department purchases shall be subject to and made within the Departments’ approved level of their respective annual budget appropriations and in accordance with the City of Dania Beach Purchasing Policy for each fiscal year.

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

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

PASSED and ADOPTED on June 11, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND SUNBELT RENTALS, INC. FOR EQUIPMENT AND TOOL
RENTAL SERVICES (PURSUANT TO AN AGREEMENT PRESENTLY
EXISTING UNDER THE COOPERATIVE PURCHASING NETWORK
("TCPN") CONTRACT NO. R151501)**

This is an Agreement ("Agreement") dated _____, 2019, between the City of Dania Beach, Florida, a Florida municipal corporation ("City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Sunbelt Rentals, Inc., a South Carolina corporation authorized to conduct business in Florida ("Contractor"), with an address of 2341 Deerfield Drive, Fort Mill, South Carolina 29715.

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

The Agreement existing between the Contractor and TCPN, dated September 1, 2015 for equipment and tool rentals services is effective through October 31, 2020. The Agreement is attached as Exhibit "A", and made a part of and are incorporated into this Agreement by this reference; it shall be considered a part of this Agreement between the City and the Contractor. This Agreement between the City and Contractor is valid through October 31, 2020.

IN WITNESS OF THE FOREGOING, the parties have signed this Amendment, effective on the date first written above.

FLORIDA,

CITY OF DANIA BEACH,
a Florida municipal corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

ANA M. GARCIA, ICMA-CM
CITY MANAGER

THOMAS J. ANSBRO,
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

**Sunbelt Rentals, Inc., a South Carolina
corporation authorized to conduct
business in Florida**

Signature

PRINT Name

Title

DATED: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2019,
by _____, as _____ of Sunbelt Rentals, Inc., a South
Carolina corporation authorized to conduct business in Florida, on behalf of the corporation.
He/she is personally known to me or has produced _____
_____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name



April 30, 2019

Ms. Natalia Welch
Director of Government Sales
Sunbelt Rentals, Inc.
2341 Deerfield Drive
Fort Mill, SC 29715
natalia.welch@sunbeltrentals.com

Re: Renewal Award of Contract #R151501

Dear Ms. Welch:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on April 23, 2019, Region 4 ESC is pleased to announce that Sunbelt Rentals, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on September 1, 2015, and subsequent performance thereafter:

Contract

Equipment and Tool Rental Services

The contract will expire on October 31, 2020, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Michael Lasley, at (615) 236-9072 or michael.lasley@omniapartners.com.

The partnership between Sunbelt Rentals, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

Robert Zingelmann

0B1D33BB0130490...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

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 EXECUTE AN AGREEMENT WITH ROSTAN SOLUTIONS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR DISASTER DEBRIS MONITORING SERVICES VALID THROUGH JUNE 30, 2021, UTILIZING THE CITY OF CORAL SPRINGS REQUEST FOR PROPOSALS NO. 13-B-097, WHICH PURCHASES MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) EACH FISCAL YEAR THE CONTRACT IS IN PLACE; PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

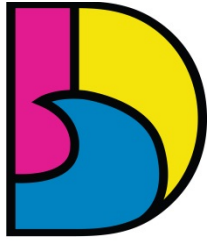
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Agenda Memo - Rostan Disaster Debris Monitoring Services (4), R-2019- Rostan Solutions Agreement for Disaster Debris Monitoring Services Piggyback Coral Springs, R-2019- Rostan Solutions Agreement for Disaster Debris Monitoring Services Piggyback Coral Springs Exhibit A, R-2019- Rostan Solutions Agreement for Disaster Debris Monitoring Services Piggyback Coral Springs Exhibit B, R-2019- Rostan Solutions Agreement for Disaster Debris Monitoring Services Piggyback Coral Springs Exhibit C



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH

OFFICE OF THE CITY MANAGER

MEMORANDUM

DATE: June 11, 2019

TO: The Honorable Mayor and Commissioners

FROM: Ana M. Garcia, ICMA- CM, City Manager

VIA: Candido Sosa-Cruz, Assistant City Manager

RE: Disaster Debris Monitoring Services Provided by Rostan Solutions, LLC.

REQUEST

City Administration is requesting City Commission to approve a Resolution ratifying a contract for Disaster Debris Monitoring Services provided by Rostan Solutions, LLC. in an amount not to exceed one million dollars (1,000,000.00).

BACKGROUND

The South Florida hurricane season begins on June 1 and ends November 30. In the event that a federally declared natural disaster strikes the City of Dania Beach, it is essential that supplemental resources be in place to monitor and document the volume of debris, and to ensure proper reimbursement from the Federal Emergency Management Agency (FEMA).

Rostan Solutions, LLC (Rostan) is an experienced firm in in federal, state, and local disaster recovery and mitigation programs. Rostan provides critical assistance to local governments in the following areas:

- Extensive experience in disaster debris management monitoring of debris contractor operations
- Comprehensive Public Assistance funding support for all FEMA Categories
- Extensive knowledge of federal mitigation and disaster programs, grants, and regulations

In order to receive full FEMA reimbursement for storm debris expenses, the City is required to properly monitor and supervise the debris removal contract and process. This includes such responsibilities as measuring the debris trucks, monitoring contractor loading operations, preparing daily monitoring records, confirmation of completion of each city street, and validation of contractor invoicing, among other duties. The cost of the Debris Monitoring Service work is also eligible for FEMA reimbursement.

The attached resolution incorporates the terms, conditions and pricing included in the contract between Rostan Solutions, LLC, and the City of Coral Springs. On June 19, 2013, the City of Coral Springs awarded

a term contract for Debris Monitoring Services to Arcadis U.S. On May 18, 2016, the contract was assigned to Rostan Solutions, LLC. The effective date of the agreement is from July 1, 2017 through June 30, 2021.

BUDGETARY IMPACT

There is no cost to piggyback this agreement unless the City declares an emergency and mobilizes Rostan Solutions, LLC, to provide assistance.

Funding for these emergency services will automatically be appropriated from the General Fund Hurricane Reserve Account #001-271-08-00 to the General Fund Hurricane Expense Account #001-18-00-519-52-90 as necessary upon activation and utilization of the contract post storm in an amount not to exceed one million dollars (\$1,000,000.00) per fiscal year without Commission approval.

RECOMMENDATION

City Administration recommends approval of a Resolution ratifying a contract for Disaster Debris Monitoring Services with Rostan Solutions, LLC, utilizing the pricing, terms and conditions provided in the Coral Springs Agreement.

RESOLUTION NO. 2019-054

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH ROSTAN SOLUTIONS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR DISASTER DEBRIS MONITORING SERVICES VALID THROUGH JUNE 30, 2021, UTILIZING THE CITY OF CORAL SPRINGS REQUEST FOR PROPOSALS NO. 13-B-097, WHICH PURCHASE MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) EACH FISCAL YEAR THE CONTRACT IS IN PLACE; PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Coral Springs entered into an agreement (RFP No. 13-B-097) with Arcadis U.S., Inc. for disaster debris monitoring services dated June 19, 2013, a copy of which agreement is attached as Exhibit "A" and is incorporated into this Resolution by this reference, ; and

WHEREAS, the agreement with Arcadis U.S., Inc. was assigned to Rostan Solutions, LLC on May 18, 2016 by the Coral Springs City Commission, and

WHEREAS, the City of Coral Springs renewed the Agreement dated May 17, 2017 for an additional four (4) years through June 31, 2021, a copy of which renewal is attached as Exhibit "B" and is incorporated into this Resolution by this reference; and

WHEREAS, the City Administration recommends entering into an Agreement with Rostan Solutions, LLC, utilizing the pricing afforded in the Coral Springs Agreement, through June 31, 2021;

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

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed to be true and correct and they are made a part of and are incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute an Agreement with Rostan Solutions, LLC, for disaster debris monitoring services, a copy of which is attached as Exhibit “C” and is incorporated into this Resolution by this reference.

Section 3. That funding shall automatically be appropriated from the General Fund Hurricane Reserve Account #001-271-08-00 to the General Fund Hurricane Expense Account #001-18-00-519-52-90 as necessary upon activation and utilization of the contract post storm in an amount not to exceed one million dollars (\$1,000,000.00) per fiscal year without Commission approval as provided for by City Ordinance. Monetary amounts in excess of this threshold must be brought forth by Ordinance for approval by the City Commission.

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

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

PASSED AND ADOPTED on June 11, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND ARCADIS
U.S., INC. FOR DISASTER DEBRIS MONITORING SERVICES**

THIS AGREEMENT, made and entered into the 19 day of June,
2013, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal Corporation
9551 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

AND

ARCADIS U.S., INC.
a Delaware Corporation
630 Plaza Drive, Suite 200
Highlands Ranch, Colorado 80129
(hereafter referred to as "CONTRACTOR")

WHEREAS, on March 5, 2013 the City issued a Request for Proposals (RFP No. 13-C-097) for Disaster Debris Monitoring Services; and

WHEREAS, staff recommends that the contract be awarded to Arcadia U.S., Inc.;
and

WHEREAS, the City Commission concurs with the staff recommendation and deems it to be in the best interests of City;

NOW, THEREFORE, in consideration of the benefits provided by CONTRACTOR to the citizens of Coral Springs and the covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, the parties agree as follows:

Section 1.

1.01 The above recitals are true and correct and are incorporated herein.

Section 2. TERM AND TIME OF PERFORMANCE

2.01 The initial term of this Agreement shall be effective upon the approval of the City Commission and shall terminate June 30, 2017. This Agreement may be renewed for one (1) additional four (4) year term. However, either party may terminate this Agreement by providing sixty (60) calendar days written notice.

2.02 (a) All duties, obligations and responsibilities of CONTRACTOR required by this Agreement shall be completed no later than the deadlines established by the Contract Administrator. For the purposes of this Agreement, the Contract Administrator is the Director of Public Works, the Fire Chief, Police Chief or other individual as designated by the City Manager's Office. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

(b) The Contract Administrator shall be responsible for coordinating and communicating with the CONTRACTOR and to manage and supervise execution and completion of the Scope of Services as set forth herein and in the respective Task Authorization.

Section 3. SCOPE OF SERVICES

3.01 The CONTRACTOR shall complete the scope of services in accordance with the requirements of CITY'S RFP outlined in Exhibit "A", attached hereto and incorporated herein. In addition, the CONTRACTOR shall complete the CONTRACTOR's proposed Scope of Services is attached hereto and incorporated herein as Exhibit "A-1". The parties acknowledge that the HaulPass System designated in Exhibit "A-1" is subject to the approval of its usage by the Federal Emergency Management Agency (FEMA) and that CONTRACTOR may need to utilize another system approved by FEMA, subject to the approval of CITY.

3.02 CITY and CONTRACTOR acknowledge that the scope of services is a description of CONTRACTOR's responsibilities and obligations and is deemed to include preliminary considerations and prerequisites and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical and unconscionable.

3.03 No work shall begin or any costs incurred for any part of the services without an approved Task Authorization. The Task Authorization to be issued by CITY shall define and describe the Scope of Services items in operational terms and will include the maximum amount of compensation to the CONTRACTOR for the completion of the Task Authorization. The Task Authorization must be approved and executed by the CITY's Contract Administrator to be valid. For the CONTRACTOR, the Task Authorization must be approved and executed by Sandy Gutner or Leah Richter.

3.04 Each Task Authorization will designate a lump sum amount or time and expenses method for compensation and the maximum amount to be incurred to the specific tasks authorized by the Task Authorization. All

charges shall be in accordance with the Price Proposal, attached hereto and incorporated herein as Exhibit "C". No charges will be accepted for items not pre-approved within a Task Authorization.

- 3.05 Any change in the Scope of Services must be accomplished by a written amendment to this Agreement and executed by both parties.

Section 4. CONSIDERATION

- 4.01 CITY agrees to compensate CONTRACTOR for the services performed by CONTRACTOR pursuant to the requirements of Section 3 of this Agreement. The parties acknowledge and agree that the pricing as designated in Exhibit "C", is inclusive of all costs due CONTRACTOR for services rendered pursuant to this Agreement, including but not limited to travel, subsistence and reimbursables.

4.02 Method of Billing and Payment.

(a) CONTRACTOR shall submit invoices for compensation to the CITY's Contract Administrator for completed services on a monthly basis. Invoices shall be submitted no later than the 15th day of the month for services rendered during the prior month. Invoices shall clearly designate the services performed in accordance with the applicable Task Authorization.

(b) CITY will make its best efforts to pay CONTRACTOR within twenty-one (21) calendar days of receipt of proper invoice the total shown to be due on such invoice. All payments for services are subject to the applicable Task Authorization; however, under no circumstances will costs that exceed reimbursable limits acceptable to the Federal Emergency Management Agency (FEMA) be proposed or approved in a Task Authorization, unless otherwise approved by CITY. All invoices must comply with the requirements of this Agreement and must be submitted on a form that is acceptable to CITY. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

(c) Services under a Task Authorization shall not exceed the approved amount. Should an additional amount be required, the CONTRACTOR acknowledges that in accordance with Section 2-305.1 (2) of the City Code, the City Manager has the authority to make emergency procurements where the costs exceed forty thousand dollars when there is a clear and present threat to public health, property, welfare, safety, and other substantial loss to the city; however, the City Commission must be notified after the fact of any emergency procurement in excess of forty thousand dollars.

4.03 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONTRACTOR or failure to comply with this Agreement. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to the Contract Administrator, payment may be made. The amount withheld shall not be subject to payment of interest by CITY.

4.04 Payment to CONTRACTOR shall be made payable to Arcadis U.S., Inc. and sent to:

Arcadis U.S., Inc.
a Delaware Corporation
630 Plaza Drive, Suite 200
Highlands Ranch, Colorado 80129

Section 5. DUTIES AND RESPONSIBILITIES OF CITY

- 5.01 The CITY shall issue Task Authorizations as required in accordance with this Agreement, together with the applicable purchase orders.
- 5.02 CITY shall be responsible for scheduling and coordinating all required meetings with the applicable personnel, including any other CITY Contractors.
- 5.03 The City shall designate the applicable Contract Administrator for each designated event and notify CONTRACTOR in writing.
- 5.04 Other assistance as may be required in assisting CONTRACTOR to complete the required scope of services.

Section 6. INSURANCE

- 6.01 Prior to commencing work, the CONTRACTOR shall provide CITY with certificates of all insurance policies providing coverage as required.
- 6.02 The CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full period of the agreement a policy or policies of insurance, which must include the following coverages and minimum limits of liability:
 - (a) Worker's Compensation and Employer's Liability Insurance for all employees of the CONTRACTOR engaged in work under the Agreement

in accordance with the laws of the State of Florida. The CONTRACTOR shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

- (b) Comprehensive General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and

- (c) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the work with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

- 6.03 **ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE AGREEMENT. INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled,**

materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

- 6.04 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

- 6.05 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.
- 6.06 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.
- 6.07 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.
- 6.08 The CONTRACTOR shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 6.09 The CONTRACTOR agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.
- 6.10 Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

Section 7. INDEMNIFICATION

- 7.01 GENERAL INDEMNIFICATION: The CONTRACTOR shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in

consequence of the negligent acts, errors or omissions furnished by or operations of the CONTRACTOR or his subcontractors, agents, officers, employees or independent contractors pursuant to the Agreement, specifically including but not limited to those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or his subcontractors, agents, servants or employees in the provision of the services under the Agreement.

- 7.02 The CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 7.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.
- 7.04 PATENT AND COPYRIGHT INDEMNIFICATION: The CONTRACTOR agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Agreement.

Section 8. TERMINATION

- 8.01 **TERMINATION FOR CAUSE AND DEFAULT:** In the event CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Proposal documents, CITY shall give written notice by certified mail, return receipt requested to CONTRACTOR of default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event CONTRACTOR has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to termination of this Agreement in which case the CONTRACTOR shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

- 8.02 **TERMINATION FOR CONVENIENCE OF CITY:** Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for CITY's convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

Section 9. RECORDS AND AUDIT

- 9.01 CITY reserves the right to audit the records of CONTRACTOR relating to work completed for the CITY at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

Section 10. INDEPENDENT CONTRACTOR

- 10.01 It is understood and agreed that CONTRACTOR is and shall remain an independent contractor with respect to the services being performed by CONTRACTOR pursuant to this Agreement and shall not, for any purpose, be deemed an employee of CITY.

Section 11. CONFLICT OF INTEREST

- 11.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

- 11.02 CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes (1995), as amended, and agrees that it will fully comply in all respects with the terms of said laws.
- 11.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

Section 12. ASSIGNMENT

- 12.01 CONTRACTOR shall not assign, transfer or subject the Agreement or its rights, title or interests or obligations therein without CITY'S prior written approval.
- 12.02 Violation of the terms of this paragraph shall constitute a breach of this Agreement by CONTRACTOR and CITY may, at its discretion, cancel this Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

Section 13. COMPLIANCE WITH LAWS

- 13.01 CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority which may be applicable to this Agreement.

Section 14. VENUE

- 14.01 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

Section 15. GOVERNING LAW

- 15.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 16. INSOLVENCY

- 16.01 In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 17. ENTIRE AGREEMENT

- 17.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 18. SEVERABILITY

- 18.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 19. NOTICES

- 19.01 All notices and other communications required or permitted under this Agreement shall be in writing and given by:
- 19.02 hand delivery
- 19.03 registered or certified mail, return receipt requested;
- 19.04 overnight courier, or
- facsimile to:

CITY:

Erdal Dönmez, City Manager
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065
Telephone: 954-344-1142
Facsimile: 954-344-1043

with a copy to:

Angelo Salomone, Purchasing Administrator
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065
Telephone: 954-344-1100
Facsimile: 954-344-1186

CONTRACTOR:

Arcadis U.S., Inc.
630 Plaza Drive, Suite 200
Highlands Ranch, Colorado 80129

With copy to:

Samuel Rosania, Vice President
Arcadis U.S., Inc.
8201 Peters Road, Suite 3400
Plantation, Florida 33324
Telephone: (954) 761-3460
Facsimile: (954) 761-7939

19.06 or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered:

19.06.1 on the date delivered if by personal delivery or overnight courier, or

19.06.2 on the date upon which the return receipt is signed or delivery is refused or the notice is designated

by the postal authorities as not deliverable, as the case may be, if mailed; and

19.06.3 on the date of transmission with confirmed answer back if by fax.

20. WARRANTIES

- 20.01 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 20.02 CONTRACTOR warrants to CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 20.03 All warranties made by CONTRACTOR together with service warranties and guarantees shall run to CITY and the successors and assigns of CITY.

21. NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

- 21.01 During the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must include, but not be limited to, the following: 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. The CONTRACTOR(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

22. PERMITS, FEES AND NOTICES

- 22.01 CONTRACTOR shall secure all permits and fees, licenses and charges necessary for the proper execution and completion of the work. The costs of all permits, fees, licenses and charges shall be included in the price except where expressly noted in the specifications requirement.

Section 23. PERFORMANCE MEASURES

- 23.01 The parties acknowledge and agree that the performance measures are the indicators to measure the quality of performance and service by the CONTRACTOR to be utilized by CITY. The performance measures for this Agreement are as designated in Exhibit "D", attached hereto and incorporated herein.
- 23.02 CONTRACTOR shall also comply with the requirements outlined in Exhibit "E" attached to and incorporated herein.

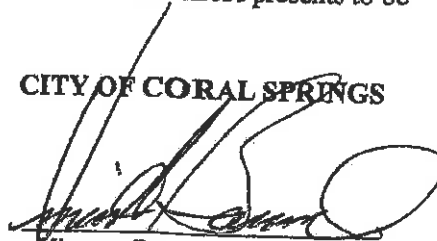
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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

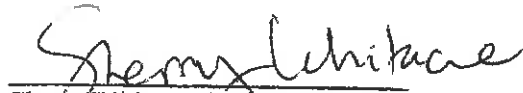
ATTEST:


Josephine Chavez, CRM,
City Clerk

CITY OF CORAL SPRINGS


Vincent Boccard, Mayor

Approved as to Form:


Sherry Whitacre, Deputy City Attorney

CONTRACTOR

ARCADIS U.S., INC.

By [Signature]

Print Name SAM ROSANIA

Title VICE PRESIDENT

State of Florida

County of Wilkborough

On this, the 13th day of June, 2013, before me, the undersigned Notary Public of the State of

Florida, the foregoing instrument was acknowledged by Sam Rosania, V.P.
(name of corporate officer), title)

of Arcadis U.S. (name of CONTRACTOR),

a Delaware Contractor (state of CONTRACTOR) CONTRACTOR, on behalf of the CONTRACTOR.

WITNESS my hand
and official seal

[Signature]
Notary Public, State of



Printed, typed or stamped name of Notary
Public exactly as commissioned

Personally known to me, or
Produced identification:

(type of identification produced)

13-B-097RFP
Exhibit A
Scope of Services

PRE-EVENT

1. Arcadis U.S. shall meet with City Staff and its debris hauler in a pre-hurricane annual meeting on or before May 1st of each calendar year to exchange information and review applicable policies and procedures regarding preparedness activities.
2. Arcadis U.S. shall prepare a staffing table forecasting the number of monitors potentially needed based on category one through five storm events with a projected amount of debris.
3. Arcadis U.S. shall work with the City's Information Services Department to refine the interfacing of data from its HaulPass System.
4. Arcadis U.S. staff shall attend hurricane preparedness meetings as follows: One meeting when the CITY is within the five-day forecasting cone, one meeting per day to provide preparation status while the CITY is within the three-day forecasting cone. Attendance at these hurricane preparedness meetings may be through telephone conference calls with the CITY's Contract Administrator or his designee. The parties acknowledge and agree that additional meetings may need to be scheduled, if warranted.
5. Arcadis U.S. shall continue communication and coordination with FEMA to obtain confirmation that HaulPass is a recognized method of data collection for Hurricane debris monitoring and approved by FEMA prior to utilization by Arcadis U.S. for debris monitoring required for the City.
6. Arcadis U.S. shall develop a standard data and file format reports in conjunction with the Information Services and Financial Services Department.
7. Arcadis U.S. shall assign a Project Manager to the City's Emergency Operations Center, at the hourly rate listed in the Price Proposal, attached hereto and incorporated herein as Exhibit "C". The Project Manager shall be available and assigned to the City's Emergency Operations Center within four (4) hours of being notified by City that the Emergency Operations Center is open for designated event.
8. Assessing of a Temporary Disposal and Reduction Site to be compliant with State Regulatory Requirements.
9. Arcadis U.S. shall conduct a yearly Training Workshop to include, but not limited, to the following:

Arcadis U.S. will prepare and conduct one training exercise for the City of Coral Springs (City) staff utilizing the HaulPass System for debris management. During the workshop, staff will participate in debris monitoring tabletop exercise as well as a field demonstration of the System. The training workshop will last for one (1) day and will be presented by two instructors from the Arcadis U.S. Debris Management Team. This service will be provided at no cost to the City.

Task 1: Debris Monitoring Tabletop Exercise

The tabletop exercise will serve as an introduction to Arcadis U.S. Debris Management Team, as well as an introduction to the HaulPass System. During the tabletop exercise, Arcadis U.S. staff will provide an overview of the HaulPass System, including how the System is more effective than traditional, paper based methods of debris management, and what City staff can expect during post-event debris management operations. During the tabletop exercise, the Arcadis U.S. Debris Management Team will provide a step-by-step explanation that will demonstrate to City staff how the System works and how it can enhance and streamline the City's debris management operations and reporting capabilities. The exercise will be interactive and City staff will be given the opportunity to ask questions regarding debris management operations and the System. This portion of the workshop will last for approximately four (4) hours.

Task 2: Debris Monitoring Field Demonstration

Once the tabletop exercise has been completed, the Arcadis U.S. Debris Management Team will give City staff a hands-on field demonstration of the Automated Debris Management System. During this portion of the workshop, City staff will participate in a demonstration deployment of the System and observe how debris data is collected. First, Arcadis U.S. will demonstrate to the City how employees and equipment are registered for use in the system. Then, Arcadis U.S. will demonstrate data collection of ROW, ROE and line-item debris types using mobile field equipment. Finally, the collected data will upload onto the HaulPass Event Manager website and to view near real-time event statistics. The City will have the opportunity to interact with the collected data in a GIS mapping interface and will be able to run various system defined reports. This portion of the workshop will last for approximately four (4) hours and will take place both in the field and at the City's offices.

The training workshop will be conducted at a date selected by the City but before June 1st of each year.

POST EVENT

10. In the event of a storm event, Arcadis U.S. shall mobilize four (4) truck certification specialist, four (4) monitors, and two (2) Temporary Disposal and Reduction Site (TDRS) monitors within 24 hours of the ALL CLEAR being issued by the Emergency Operations Center.

11. Arcadis U.S. shall provide debris estimates and an appropriate monitoring staffing plan to the Public Works Director for approval within 24 hours of the ALL CLEAR being issued by the Police Department.
12. Arcadis U.S. shall provide the required dedicated staffing to include administrative and data entry capability for the City, and decentralized from any other operational responsibilities.
13. Arcadis U.S. shall provide a fully dedicated truck certification team as needed during the recovery period.
14. Arcadis U.S. shall establish and man a command center within three days of the ALL CLEAR being issued by the Police Department.
15. Arcadis U.S. shall provide a daily inventory of equipment and crews being deployed each day.
16. Arcadis U.S. shall provide a preliminary production report by 6:30 a.m. of the following workday when the Automated Debris Management System is in use. Manual reports shall be submitted by noon of the following day.
17. Arcadis U.S. shall submit a weekly summary report by noon Monday for the previous week to include daily and weekly production information for each designated hauler for which the City has contracted for service. The report shall include type of debris, number of loads, number of crews and trucks, projected debris collected and remaining, completion schedules, cost information on debris collected, projected cost to complete, call center and complaint data, and other problems or strategic issues.
18. Arcadis U.S. shall review all hauler invoices and make recommendations to the Director of Public Works related to payment of hauler invoices. Consultant shall review hauler invoices and make said recommendation(s) within one week of receipt of the invoices from the designated hauler(s).
19. Establish a Command Center.

Arcadis U.S. will establish a temporary command center within 24 hours of the storm passing. Arcadis U.S. will then establish a permanent, fully operational, command center within 3 days of the storm passing and will maintain it for the duration of the recovery effort. The command center will be provided at no additional cost to the City.
20. Arcadis U.S. shall provide a Call Center to answer customer inquiries and complaints regarding debris removal services. The call center will be provided at its command center to field calls from the City's residents regarding debris recovery efforts. Call center staffing will be provided in accordance with Arcadis U.S. established rate schedule and will be located at Arcadis U.S. command center.

21. Within the first year of the contract, Arcadis U.S. will draft a debris management plan for the City. This will be accomplished at no additional cost to the City.

The parties acknowledge that some of the events for pre-event are required to be continued during the post-event.

EXHIBIT "A-1"

SCOPE OF SERVICES PROPOSED BY CONTRACTOR

Scope of Proposed Services

As evidenced in the City of Coral Springs' (City's) RFP and the services requested, disaster debris management and removal operations consist of a variety of tasks related to assessment, right-of-entry, debris collection, transport, processing, and disposal of debris resulting from a hurricane or other type of disaster. Although there are similarities between events, each event provides its own set of extraordinary challenges. The debris removal and management operations for the City Coral Springs (City) would typically be provided utilizing a variety of means, including debris contractors, quality assurance support contractors, City personnel and other personnel on assignment from other local agencies. The operations would be performed under the direction of the City in accordance with laws and guidelines of federal, state, and local law authorities.

Overview

ARCADIS U.S., Inc. (ARCADIS) has completed disaster recovery and debris management projects totaling more than 30 million cubic yards and has overseen the management of over \$1 billion in federal reimbursements resulting from disaster recovery operations. We approach and measure our success by 1) Driving the recovery efforts to achieve the quickest and most efficient cleanup; and 2) Maximizing the receipt of reimbursements for costs incurred. This is accomplished by the use of technology, efficient information management, and deployment of an experienced debris monitoring team.

Our Unique Disaster Debris Management Approach

ARCADIS has vast experience in all aspects of the services requested by the City in the RFP, and those services are all part of our standard disaster preparedness, response, and recovery operations for our clients. However, the key component to our Disaster Debris Monitoring approach for the City is the use of our patented and exclusive automated debris data management system (ADMS), HaulPass®, a Smart Card data capture and management system that completely eliminates the need for paper (manual) load tickets during a debris removal mission. HaulPass® is the only tested, proven, paperless, and reimbursed automated debris data management system available. Through the use of mobile data capture technology and encrypted Smart Cards, HaulPass® establishes a secure data environment for collection and management of critical information on the prime contractor, subcontractors, contract parameters, vehicle specifications, and debris removal and management efforts. Data collected in the HaulPass® system become available almost immediately through an easily accessible secure web portal.

The HaulPass® system is supported in the field by our experienced debris monitoring team and has proven successful in multiple deployments, with a proven history of FEMA reimbursement as a recognized method of data collection for disaster debris monitoring. HaulPass® was validated by the United States Army Corps of Engineers (USACE) in June 2008 in response to ADMS requirements in the USACE Advance Contract Initiative (ACI), and was the only system to have been offered by all respondents in all 11 Regions under the ACI program, and the only ADMS to be validated by the USACE. HaulPass® also meets all the City's objectives for an ADMS.

The HaulPass® approach utilizes a credit card size plastic card that has a small programmable memory chip. When a debris contractor vehicle is certified, the vehicle driver is issued a HaulPass® card with the vehicle certification number (i.e., the placard number) embedded and encrypted on the HaulPass® card. The debris contractor is responsible for their HaulPass® card and if lost or damaged is required to be recertified to receive a new card.

The debris load site monitor (i.e., QA Field Monitor) is issued a unique identification number which is embedded and encrypted on their Smart Card (QA Monitor Card), as well as a GPS enabled handheld unit with a Smart Card reader. The QA Field Monitor would use his/her card to sign-in to the PDA each morning.

In addition, each debris disposal site is equipped with a printer and handheld unit. The PDA has a Smart Card reader which reads the HaulPass® and prints hard copies of the debris load ticket for the vehicle driver, debris contractor and the City. Each debris site monitor (QA Tower Monitor) will also be issued a unique identification number which is embedded and encrypted on their Smart Card. The Tower Monitor will use their card to sign-in to the Tower PDA each morning and sign-out each evening.

In general, the HaulPass® approach works as follows. The debris contractor presents their HaulPass® card to the QA Field Monitor. The QA Field Monitor places the HaulPass® card in the card reader to "write a ticket" onto the HaulPass®. By doing this, the HaulPass® card has the date, time, QA's name and GPS location embedded on the card. The QA Field Monitor then returns the HaulPass® card to the debris contractor so that the driver can proceed to the disposal site to dump their load. Upon arrival at the disposal site, the debris contractor provides the HaulPass® card to the QA Tower Monitor who then inserts the card into the Smart Card reader enabled PDA. The debris contractor's certification number is read from the HaulPass® card and the vehicle's information appears on the PDA screen, including a picture of the certified vehicle, to verify the placard number and that no alterations have been made to the vehicle. Upon verification of vehicle information, the QA Tower Monitor enters the debris load type and percent full. A load ticket is then printed for the vehicle driver and, simultaneously, the HaulPass® card is erased with the exception of the contractor certification information. The HaulPass® card is then returned to the debris contractor driver for use on the next load.

This approach entirely eliminates manual data entry of paper load tickets and data entry into a database.

Once the debris disposal site has closed operations for the day the data gathered from the QA Tower Monitor handheld is uploaded to the Event Manager application, which provides graphical and tabular reporting of the day's events.

The Event Manager application is designed to fully automate many of the paper-based time intensive processes required to maintain debris record keeping and accounting operations. The HaulPass® system is a distributed suite of applications designed to perform as a central office data repository enabling new and/or revised information to be distributed to various agencies, contractors, or the public. Event Manager has been designed from the ground up as a web based application and therefore can be made available to any hardware platform capable of running

Microsoft Internet Explorer browser. Access to the system is rigidly controlled thru role based security. Data encryption algorithms are used at numerous places throughout the application to protect sensitive data.

Event Manager delivers various tabular reports such as daily debris volume totals, number of Load Tickets produced, volume of debris hauled by contractors, and total volume delivered to the disposal site.

The Event Manager application is also a map based GIS application. GIS provides the user with the ability to interact with load tickets, debris sites, contractors, field QAs, etc. on a geographic basis. For example, one layer in the GIS presents all debris sites, another presents all load tickets, and a third layer is capable of displaying loads by contractor and subcontractor. Each of these layers has associated map-based and tabular reports attached to it to enable the user to make decisions with respect to contractor deployments, completeness of debris pick-up, etc.

While we encourage the use of our innovative HaulPass® System, our approach to debris recovery operations is flexible, and we will adapt to the City's needs in terms of the level and type of support needed should you elect not to utilize our ADMS system. In general, our approach includes the key elements described in the following paragraphs.

Pre-Event Actions

As the City's Debris Monitoring team since 2006, we are well versed on the City's plans and procedures, however, upon award of the contract, ARCADIS will meet with key members of the City's team to review any updates to their existing plans and procedures as well as to provide a refresher introduction of our protocols, standard operating procedures (SOP), services and equipment that is available for use in the event of a disaster. Our key project team members will participate in this meeting, and will establish lines of communication with the City's key team members.

Our approach is to obtain "the lay of the land" well before an event makes landfall. We will work together with the City to determine its specific needs in any given event scenario. As part of the initial meeting, we will work closely with the City to create a list of action items and schedule for implementing any prioritized action items (e.g., CEMP, COOP and DMP plans or plan revisions, SOPs, debris load tickets, contractor truck placards, certification forms etc.).

In addition, we will participate in the City's annual pre-hurricane annual meeting with City Staff and Phillips & Jordan prior to May 1st of each year to discuss all preparedness activities; prepare a staffing table based upon storm severity and debris estimations; coordinate with the City's Information Services Department for confirmation of current interfacing data; attend any hurricane preparedness meetings depending upon forecasting cone predictions; continued coordination with FEMA regarding updated reimbursement and ADMS policies, as may be applicable; assess any identified Temporary Disposal and Reduction Site(s) for regulatory compliance and operational sufficiency; and conduct two training exercises for City staff, including a table top exercise and a field demonstration of our HaulPass® system.

Post-Event Actions

Notwithstanding the actions we undertake routinely prior to an event, we will establish a "forward point of contact" to be deployed with the City in the period immediately prior to any impending hurricane landfall in order for us to react quickly following the event. We will distribute a list of key personnel (Contact List) that can readily communicate 365 days a year. In the event of a disaster, we will work hand-in hand with the City to provide assistance as necessitated by the event.

Mobilization Plans

Our mobilization plan is based on our experience with disaster recovery over the last 20+ years. We have incorporated the lessons learned from past disasters into our plan for this contract. For this assignment our primary base of operations will be a satellite office, established following an event, or mobile command centers (RV's) as the need arises, with auxiliary support from our nearby Plantation office location. We clearly understand the range of challenges when working in a disaster affected area, including those associated with: staffing; lodging; vehicles; power outages; communications; fuel; as well as food consumables.

Staffing

ARCADIS, through its wholly-owned subsidiary Rostan Solutions, LLC (ROSTAN), maintains a core group of disaster response and recovery personnel capable of immediate deployment to a disaster affected area (usually within less than 4 hours). This team consists of a project manager, an operations manager and between 6 to 12 specialists that provide the initial needs assessment and coordination for the necessary resources and assets that are required to fulfill the City's requirements. If desired, a member(s) of this team will reside with the City during storm landfall at the City's EOC or other designated facility. This individual is equipped with satellite and cellular phones so they can communicate at the earliest possible time following landfall.

We follow-up on our first response assessment team with personnel from a "ready-list" of staff from our www.debrismonitors.com database that are from Coral Springs and surrounding communities, from local subcontractors (if required), and from our regional and national offices to "fill the gaps" until such time as we can provide local staff to fulfill the assignment. Additionally, we have pre-positioned human resource teams that have begun proactive sourcing of potential employees in the Coral Springs area.

In the event of a storm event affecting the City, we will, at a minimum, mobilize four equipment certification specialists, four load site monitors, and two Debris Management Site (DMS) monitors within 24 hours of the all clear. Additional mobilization and staffing will be evaluated and updated constantly and in coordination with the Debris Contractor's established mobilization plans based upon the nature and severity of the event. We will also provide the dedicated administrative and data entry staff necessary for the City, entirely separate from any other ARCADIS operational responsibilities.

Debris Estimation

Debris estimation is critical to determining the type and size of the clean-up operation. Typically, we evaluate the potential area to be impacted prior to an event and gather relevant information regarding age, elevation, and type of facility. We base our damage and debris estimations upon aerial, topographical, computer modeling and visual reconnaissance of the

affected area compared to pre-event conditions. Within 24 hours of the all clear, we will provide debris estimates and a specific monitoring staffing plan for the City's review and approval.

Equipment Certification

ARCADIS has an experienced and fully dedicated equipment certification team prepared to deploy immediately following an event and investigate potential equipment certification site(s), establish the certification site(s), oversee certification operations, certify equipment, and provide accurate record keeping to maximize reimbursement. We have established a protocol for equipment certification operations utilizing pre-printed placards, digital photography, duplicate certification forms, and bar coding (if requested) to eliminate potential for duplication or contractor fraud.

Further, ARCADIS' equipment certification team will conduct random audits of contractor vehicles and trailers to ensure the payload volume is consistent with the Certification placard. We maintain strict policies regarding such certifications to discourage any intentional manipulation.

Our team will provide a daily inventory of equipment and crews being deployed each day.

Operations Center, Field Operations and Call Center

Within three days of the all clear, ARCADIS will, in coordination with the City, establish an Operations/Command Center from which we will coordinate field operations. Field monitors are deployed with the debris contractors to monitor the loading of trucks and issuance of load tickets. We typically establish area field supervisors that are responsible for a given geographic area, including the specific DMS and load site monitors. Our project manager and/or operations manager work closely with the City's recovery manager to address real-time events as they occur, manage communications, deploy field staff, and make adjustments as necessary to efficiently manage operations.

We have found timely data from the field in terms of trucks deployed, volumes of materials received at each DMS, and areas of the City cleared each day plays an important role in a smooth and efficient recovery effort.

In addition, we will provide and staff a Call Center to answer customer questions and address complaints regarding debris removal services. The Call Center will be located at our Operations/Command Center.

Debris Management Operations and Reporting

Our experienced staff will provide feedback to the City on recovery efforts, hauling contractor performance, DMS contractor performance, and overall debris recovery program efforts, including suggestions to minimize impacts to infrastructure, and minimize restoration costs following the event. ARCADIS provides daily reporting to document each day's activities. Typical Daily Reports contain the following information; however, will be easily customized to address all the City's daily/weekly/monthly informational needs:

- Daily and cumulative debris volumes collected by debris type
- Daily and cumulative debris volumes hauled out by type
- Staffing levels, by role

- Debris contractor activities by DMS
- Meeting summaries, notable events
- Weekly and monthly total debris program cost estimates
- Equipment certification totals
- Daily inventory of equipment and crews being deployed
- Equipment audits
- Data entry statistics
- Environmental monitoring activities
- Damage complaint status

Preliminary production reports will be provided by 6:30 a.m. of the following workday, and weekly reports will be submitted by noon the following Monday for the previous week.

Load Site Monitoring

Our Load Site monitors are trained prior to deployment, in order to ensure the complete, accurate, and legible completion of tickets during the loading of trucks. Our training also includes safety concerns, eligibility requirements specific to the local, state, and Federal requirements, and debris contractor monitoring procedures.

Debris Management Site (DMS) Monitoring

DMS Monitoring, debris contractor administration, and debris recovery operations management revolves around picking up the debris and, most importantly, managing the volumes of information that is generated by this task. We provide DMS monitors which have extensive experience in DMS monitoring activities and have worked with us on numerous disaster recovery events. Our monitors are trained to verify the truck volume, accurately complete the load ticket, document daily volumes managed, and observe contractor activities.

Quality Control

As previously discussed, one of our primary objectives is to ensure that the City receives all of the reimbursement funds to which it is entitled. This requires a strict Quality Control approach both in the field operations and in data management. ARCADIS employs a number of procedures throughout the debris management effort to achieve our objective of maximizing reimbursement. Typical procedures include initial and regular follow-up meetings with FEMA supervisors to confirm their requirements, area supervisors that monitor field and DMS operations, frequent ticket collection and audits to be sure all necessary information is being collected, (if applicable) including locations, and frequent audit of data entry (if applicable).

ARCADIS typically conducts random audits of contractor vehicles and trailers to ensure the payload volume is consistent with the Certification placard. We maintain strict policies regarding such certifications to discourage any intentional manipulation.

Further, we manage the debris contractor pursuant to the City and contractor's agreement, acting as the owner's agent.

Debris Management Site Environmental Monitoring

Where requested, ARCADIS conducts environmental assessments at DMS' to document the conditions before, during, and after use for debris management activities. In these cases, we typically perform a Baseline inspection consisting of photo documentation and a written record of existing conditions prior to any mobilization of equipment or placement of material. We also conduct observations periodically throughout the period debris is collected, stored, processed, removed from the site, and site restoration is completed. Following debris operations, ARCADIS prepares a DMS closure report documenting the site conditions upon Closure. This closeout report compares Baseline and Closure environmental conditions including a comparison of analytical data collected, and visual comparisons. If required, we conduct both baseline and closure groundwater and soil sampling to document conditions prior to and after debris management activities and establish whether the DMS was adversely impacted by debris management activities. Further, aerial photography may be provided to document overall site activities throughout debris management operations.

Damage Claim Assessments

Debris contractors work to restore the area as quickly and safely as possible using equipment not designated for residential use. Despite their best efforts, some property damage may occur while debris removal takes place. Assisting the City representative who receives residents' damage claims, ARCADIS, if requested, takes on the role of the City's representative. ARCADIS establishes contacts with the resident and contractor to ensure timely resolution of these incidents. We visit and document the claims, and create an interactive project website and database for claims tracking. The website provides for real time documentation of the actions taken towards claim resolution. ARCADIS follows up with the resident to make sure communications are clear between the two parties. ARCADIS also provides follow up phone calls or site inspections to confirm the work performed.

Experience with Federal Reimbursement Programs and Funding Eligibility

ARCADIS has assisted many communities with debris management operations and has provided assistance with Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) reimbursements and appeals following a natural disaster. Some of our disaster consulting/debris management and FEMA reimbursement clients include: US Army Corps of Engineers (NY, AL, LA, MS); New Jersey 19 Municipal Clients, Solid Waste Authority Palm Beach County, FL; Hillsborough County, FL; Sarasota County, FL; Erie County, NY; City of Daytona Beach, FL; and City of Buffalo, NY.

As part of our standard services for the City, we will review all hauler invoices and make recommendations to the City related to payment of invoices within one week of receipt of applications for payment.

Project Development and Mitigation Planning

The final component of our services is to make sure that what took place following the disaster is properly documented and that the City maximizes its reimbursement potential from the Federal Emergency Management Agency and the Federal Highway Administration, as well as, pre- and post-event mitigation grant funds. If requested, we have the necessary experience and qualified team to assist the City with writing and reviewing FEMA project worksheets and any applicable

other reimbursement request documentation, such as FHWA, as applicable, as well as supporting any appeals for requests to FEMA or any Office of Inspector General audits.

In addition, if requested, we can assist the City in developing programs, writing proposals and submitting applications to granting agencies such as the Emergency Management Preparedness and Assistance (EMPA) Competitive Grant Program and the Hazard Mitigation Grant Program (HMGP). Projects will focus on addressing the City's specific needs in helping reduce the long term risk to life and property from all types of hazards.

EXHIBIT "B"

TASK AUTHORIZATION FORM

DISASTER DEBRIS MONITORING SERVICES

TASK AUTHORIZATION NO. _____

This Task Authorization is issued between the City of Coral Springs and Arcadia U.S., Inc. as required pursuant to the Agreement for Disaster Debris Monitoring Services approved by the Coral Springs City Commission on _____, 2013

This Task Authorization provides for services in accordance with Exhibits "A" and "A-1" of the Agreement and further detailed in the Scope of Work below.

Payment(s) for such service shall be in accordance with Exhibit "C" of the Agreement. Total costs for this Task Authorization shall not exceed \$ _____.

SCOPE OF WORK:

Time is of the essence and work for this Task Authorization must be completed prior to _____.

City of Coral Springs
Contract Administrator

Arcadia U.S., Inc.

BY: _____
Print Name: _____
Title: _____
Date: _____

BY: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT "C"

Price Proposal

Listed below is ARCADIS' Price Proposal for the City of Coral Spring's, Disaster Debris Monitoring Service proposal. This document describes the basis for compensation and terms of payment.

Positions	Hourly Rates
Project Manager	\$ 95.00
Operations Managers	\$ 85.00
GIS Analyst	\$ 75.00
Field Supervisors	\$ 48.00
TDSR Site / Tower Monitors	\$ 42.00
Collection Site Monitors	\$ 38.00
Load Ticket Data Entry Clerks	\$ 0.00
Billing / Invoice Analysts	\$ 45.00
Project Assistants (Clerical)	\$ 35.00
Field Coordinators (Crew Monitors)	\$ 38.00

OTHER REQUIRED POSITIONS:

Proposer may include other positions, with hourly rates, as needed.

Positions	Hourly Rates
Project Principal-in-Charge	\$ 190.00
Reimbursement Coordinator / Grants	\$ 150.00
Engineer / Scientists / Professional	\$ 140.00

EXHIBIT "D"

PERFORMANCE MEASURES

- 1. Mobilize four truck certification specialists, four monitors, and two TDSR monitors within 24 hours of the ALL CLEAR being issued by the Police Department.**
- 2. Provide debris estimates and an appropriate monitoring staffing plan to the Public Works Director for approval within 24 hours of the ALL CLEAR being issued by the Police Department.**
- 3. Provide dedicated staffing to include administrative and data entry capability for the City, decentralized from any other operational responsibilities.**
- 4. Provide a fully dedicated truck certification team as needed during the recovery period.**
- 5. Establish a command center within three days of the ALL CLEAR being issued by the Police Department.**
- 6. Provide an inventory of equipment and crews being deployed each day.**
- 7. Provide a preliminary production report by 6:30 a.m. of the following workday when Haul Pass system is in use. Manual reports shall be submitted by noon of the following day.**
- 8. Develop a standard data and file format reports in conjunction with the Information Services and Financial Services Department.**
- 9. Submit a weekly summary report by noon Monday for the previous week to include daily and weekly production information by Contractor. Report shall include type of debris, number of loads, number of crews and trucks, projected debris collected and remaining, completion schedules, cost information on debris collected, projected cost to complete, call center and complaint data, and other problems or strategic issues.**
- 10. Make recommendations for payment of hauler invoices within one week of receipt.**
- 11. Present invoices for Arcadis U.S. services by the 15th day of each month.**

EXHIBIT "E"

FHWA-1273 - Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nons segregated 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 48 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 48 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 qualified 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 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 (48 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.

**City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet**

Meeting: May 17, 2017
Department: Financial Services
Initiated By: Leo Bermudez
DOC ID: 5355

SUBJECT: Disaster Debris Monitoring Services

PLACEMENT: Consent

REQUESTED ACTION: Request to renew the contract for Disaster Debris Monitoring
(INCLUDE CONTRACT SERVICES, RFP 13-B-097, to Rostan Solutions, LLC, of Valrico,
START/TERM DATES) FL, from July 1, 2017 through June 30, 2021. (REQUEST TO
RENEW)

PROJECT REVIEWED BY
OR INCLUDED IN:

ATTACHMENTS: #1 – Amendment to Agreement

BACKGROUND:

In the event that a federally declared natural disaster strikes the City of Coral Springs, it is essential that supplemental resources be in place to monitor and document the volume of debris, and to ensure proper reimbursement from the Federal Emergency Management Agency (FEMA).

The primary tasks of the debris monitoring firm are as follows:

- Pre-Event: Provide assistance to City staff through meeting and workshops, establish data management systems, and provide debris volume estimates by neighborhood.
- Post Event: Provide qualified staff for monitoring of debris collection, issue load tickets for verification, coordinate work areas for trucks, and conduct random audits of contractor vehicles and trailers to ensure payload volumes are consistent.
- Data Management: Coordinate data recordation, prepare detailed estimates of expenses, maintain a debris management system, provide periodic reports on work progress, estimates, project completion, and cost forecasts.

At the June 19, 2013 City Commission meeting, a term contract for debris monitoring services was awarded to Arcadis U.S. On May 18, 2016, the contract was assigned to Rostan Solutions, LLC. This term contract may be renewed for one additional four-year period, commencing July 1, 2017 through June 30, 2021.

Due to the nature of this contract, no estimated dollar amount is possible. Any cost would depend entirely on the severity of any given disaster and the amount of debris that is created, and the duration of the monitoring service. Funding for this service would be drawn from a special operating expenditure account created for the critical incident.

Public Works and Purchasing staff recommend that Rostan Solutions, LLC, be awarded the contract renewal.

COPIES TO: R. Michaud, Director of Public Works
M. Heller, Director of Financial Services
S. Whitacre, Deputy City Attorney
J. Hearn, City Attorney

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND
ROSTAN SOLUTIONS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
FOR DISASTER DEBRIS MONITORING SERVICES (PRESENTLY
EXISTING UNDER THE CITY OF CORAL SPRINGS REQUEST FOR
PROPOSALS (“RFP”) NUMBER 13-B-097)**

This is an Agreement (“Agreement”) dated _____, 2019, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Rostan Solutions, LLC, a Florida limited liability company (“Contractor”), with an address of 3433 Lithia Pinecrest Road, Suite 287, Valrico, Florida 33596.

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

The Agreement existing between Arcadis U.S., Inc. and the City of Coral Springs was dated June 19, 2013. The Agreement was assigned to Rostan Solutions, LLC (the “Contractor”) on May 18, 2016 and amended on May 17, 2017 to extend the term of the Agreement to June 30, 2021. The Agreement and the Amendment are attached as composite Exhibit “A”, and made a part of and are incorporated into this Agreement by this reference; they shall be considered a part of this Agreement between the City and the Contractor. This Agreement between the City and Contractor is valid through June 30, 2021.

IN WITNESS OF THE FOREGOING, the parties have signed this Amendment, effective on the date first written above.

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

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

ANA M. GARCIA, ICMA-CM
CITY MANAGER

THOMAS J. ANSBRO,
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

ROSTAN SOLUTIONS, LLC, a Florida
Limited liability company

Signature

PRINT Name

Title

DATED: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2019, by _____, as _____ of Rostan Solutions, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH BERGERON EMERGENCY SERVICES, INC, A FLORIDA CORPORATION, FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES VALID THROUGH MAY 7, 2022, UTILIZING THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY REQUEST FOR PROPOSAL NO. 17-204/SLB, WHICH PURCHASE MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) EACH FISCAL YEAR THE CONTRACT IS IN PLACE; PROVIDING FOR FUNDING, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

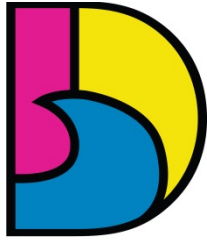
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Agenda Memo - Bergeron Debris Hauling Cover (3), R-2019- Bergeron Disaster Debris Removal and Disposal Services Piggyback Palm Beach County SWA, R-2019- Bergeron Disaster Debris Removal and Disposal Services Piggyback Palm Beach County SWA Exhibit A, R-2019- Bergeron Disaster Debris Removal and Disposal Services Piggyback Palm Beach County SWA Exhibit B



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
OFFICE OF THE CITY MANAGER
MEMORANDUM**

DATE: June 11, 2019

TO: The Honorable Mayor and Commissioners

FROM: Ana M. Garcia, ICMA- CM, City Manager

VIA: Candido Sosa-Cruz, Assistant City Manager

RE: Debris Hauling Services Provided by Bergeron Emergency Services, Inc.

REQUEST

City Administration is requesting City Commission approval of the attached Resolution ratifying a contract for Debris Hauling Services provided by Bergeron Emergency Services, Inc. in an amount not to exceed one million dollars (\$1,000,000.00).

BACKGROUND

The South Florida hurricane season begins on June 1 and ends November 30. In anticipation of hurricane season, the City of Dania Beach wants to ensure the safety of all its residents and visitors. With a debris removal agreement, the City is better prepared to restore public services and ensure the public health and safety in the aftermath of a disaster. Additionally, the City is better positioned to receive the full level of assistance available from FEMA and other participating entities.

Bergeron Emergency Services, Inc. is an experienced firm in disaster debris removal and has a thorough understanding of the applicable FEMA requirements. The scope of work under this contract would include removing large volumes of disaster-generated debris from public property and public right-of-ways in a timely and cost effective manner and lawfully disposing of all debris. This task shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished in order to maximize recovery of reimbursable expenses.

The attached Resolution incorporates the terms, conditions and pricing included in the contract between Bergeron Emergency Services, Inc. and the Solid Waste Authority of Palm Beach County (SWA). The Solid Waste Authority of Palm Beach County Agreement No.17-204F Contract was competitively bid and approved by that County. The effective date of the agreement is from May 8, 2017 through May 7, 2022.

BUDGETARY IMPACT

There is no cost to piggyback this agreement unless the City declares an emergency and mobilizes Bergeron Emergency Services, Inc. to provide assistance.

Funding for these emergency services will automatically be appropriated from the General Fund Hurricane Reserve Account #001-271-08-00 to the General Fund Hurricane Expense Account #001-18-00-519-52-90 as necessary upon activation and utilization of the contract post storm in an amount not to exceed one million dollars (\$1,000,000.00) per fiscal year without Commission approval.

RECOMMENDATION

City Administration recommends approval of a Resolution ratifying a contract for Debris Hauling Services with Bergeron Emergency Services, Inc. utilizing the pricing, terms and conditions of an existing contract with the Solid Waste Authority of Palm Beach County in accordance with City policies and procedures.

RESOLUTION NO. 2019-055

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH BERGERON EMERGENCY SERVICES, INC, A FLORIDA CORPORATION, FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES VALID THROUGH MAY 7, 2022, UTILIZING THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY REQUEST FOR PROPOSALS NO. 17-204/SLB, WHICH PURCHASE MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) EACH FISCAL YEAR THE CONTRACT IS IN PLACE; PROVIDING FOR FUNDING, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Solid Waste Authority of Palm Beach County (the "Authority") entered into an Agreement (RFP No. 17-204/SLB) with Bergeron Emergency Services, Inc., ("Contractor") for disaster debris removal and disposal services dated May 5, 2017 and valid through May 7, 2022, a copy of which Agreement is attached as Exhibit "A" and is incorporated into this Resolution by this reference; and

WHEREAS, the City Administration recommends entering into an Agreement with Bergeron Emergency Services, Inc., utilizing the pricing afforded in the Authority Agreement, through May 7, 2022;

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

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed to be true and correct and they are made a part of and are incorporated into this Resolution by this reference.

Section 2. That the proper City officials are authorized to execute an Agreement with Bergeron Emergency Services, Inc., for disaster debris removal and disposal services, a copy of which is attached as Exhibit “B” and is incorporated into this Resolution by this reference.

Section 3. That funding shall automatically be appropriated from the General Fund Hurricane Reserve Account #001-271-08-00 to the General Fund Hurricane Expense Account #001-18-00-519-52-90 as necessary upon activation and utilization of the contract post storm in an amount not to exceed one million dollars (\$1,000,000.00) per fiscal year without Commission approval as provided for by City Ordinance. Monetary amounts in excess of this threshold must be brought forth by Ordinance for approval by the City Commission.

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

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

PASSED AND ADOPTED on June 11, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



AGREEMENT

FOR

**HURRICANE / DISASTER DEBRIS
REMOVAL, REDUCTION AND DISPOSAL**

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

BERGERON EMERGENCY SERVICES

AGREEMENT NO. 17-204F

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FLORIDA 33412**

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**HURRICANE / DISASTER DEBRIS
REMOVAL, REDUCTION AND DISPOSAL
AGREEMENT NO. 17-204F**

This Agreement is made and entered into as of May 5, 2017, by and between the **Solid Waste Authority of Palm Beach County**, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as **AUTHORITY**) and **Bergeron Emergency Services** (hereinafter referred to as **CONTRACTOR**), a Florida Corporation, whose Federal Employer Identification Number is 65-1274968.

Whereas, in accordance with the **AUTHORITY'S** Request for Proposal No. 17-204/SLB, solicited to employ the services of the **CONTRACTOR** for the purpose of providing Hurricane/Disaster Debris Removal, Reduction and Disposal; and,

Whereas, **CONTRACTOR** represents it is capable and prepared to provide such services.

Now, therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be **May 8, 2017 through May 7, 2022**.

Term of Agreement shall be for a five (5) year period, unless otherwise terminated as provided herein. The **AUTHORITY** shall have the option of extending the Agreement for one (1) additional one (1) year period at the same terms and conditions with approval from the **AUTHORITY'S** Governing Board. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties. The continuance of this Agreement from year to year is contingent upon successful annual recertification of the **CONTRACTOR'S** capabilities. The recertification process will be a review of the fiscal (bankruptcy, etc), logistical (equipment availability, etc.), and moral (conviction for environmental crime, conviction for crime against a public entity, etc.) responsibility of the **CONTRACTOR** and a determination by the **AUTHORITY**, based on this review, of whether or not the **CONTRACTOR** continues to be a viable firm to provide the services described in this Contract.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall perform the services as stated in the Scope of Work, Exhibit A, as may be specifically authorized by the **AUTHORITY**. Such authorizations will be referred to as Task Orders. Each Task Order will set forth a specific scope of services, rate/amount of compensation, completion date, and other pertinent details of the task being authorized. The **AUTHORITY**, by virtue of this Agreement, gives the **CONTRACTOR** no guarantee of any work/services or any specific amount of work/services that may be accomplished during the period this Agreement is in full force and effect.

ARTICLE 3 - COMPENSATION

- 3.1 **AUTHORITY** shall pay **CONTRACTOR** in accordance with Fee Schedule, Exhibit B, which is attached hereto and incorporated by reference as part of this Agreement. If needed, compensation may be negotiated as a lump sum or not-to-exceed amount for any Task Order containing a task covered by the scope of work of this Agreement but to which the Fee Schedule cannot readily be applied.
- 3.2 **CONTRACTOR** shall submit semi-monthly invoices for services rendered. Invoices must reference the Task Order number. Invoices shall include a statement of progress and appropriate audit quality detail to satisfy FEMA requirements.

3.3 Payment of CONTRACTOR by AUTHORITY is not contingent upon the AUTHORITY being reimbursed by the Federal Emergency Management Agency. Payment to CONTRACTOR will be made for any work directed by the AUTHORITY which is determined by Federal and State agencies to be ineligible for reimbursement.

3.4 Each individual invoice shall be due and payable thirty (30) days after receipt of correct, fully documented, invoice by the AUTHORITY. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attention: Accounts Payable, c/o Mary Schultz

3.5 In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the AUTHORITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the AUTHORITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

3.6 The AUTHORITY will retain 5% of the payment under each Task Order until such time as the entire project is completed to the AUTHORITY'S satisfaction and all sub-contractors and any material suppliers verify that they have been paid.

ARTICLE 4 - INSURANCE

4.1 During the performance of the Services under this Agreement, CONTRACTOR shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.

1. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
2. **Automobile Liability** Insurance with bodily injury limits of not less than \$5,000,000 for each person and not less than \$5,000,000 for each accident and with property damage limits of not less than \$5,000,000 for each accident.
3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$500,000 for each accident, \$500,000 for each disease, and \$500,000 aggregate.
4. **Excess Liability** Insurance with limits of not less than \$10,000,000 for each occurrence and annual aggregate.

4.2 Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions said exclusions shall be so indicated on the certificate(s) of insurance.

4.3 CONTRACTOR shall furnish AUTHORITY **certificates of insurance** which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the AUTHORITY.

4.4 CONTRACTOR shall include AUTHORITY as an **additional insured** on the General Liability, Excess Liability, and Automobile Liability insurance policy required by the Agreement. All of CONTRACTOR'S sub-contractors shall be required to include AUTHORITY and CONTRACTOR as **additional insured** on their General Liability insurance policies.

- 4.5 In the event that sub-contractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-contractors insurance coverage.
- 4.6 The CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

ARTICLE 5 - STANDARD OF CARE

- 5.1 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and CONTRACTOR shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.
- 5.2 The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, AUTHORITY and CONTRACTOR agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the AUTHORITY, 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 intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

6.3 SURVIVAL

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7 - INDEPENDENT CONTRACTOR

- 7.1 The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR 'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR 'S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Contractor and not as employees or agents of the AUTHORITY.
- 7.2 The CONTRACTOR does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Agreement.
- 7.3 The CONTRACTOR shall not pledge the AUTHORITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 10 - SUB-CONTRACTING

- 10.1 The AUTHORITY reserves the right to accept the use of a sub-contractor or to reject the selection of a particular sub-contractor and to inspect all facilities of any sub-contractor to perform properly under this Agreement. Rejection of any sub-contractor will be based on, but not limited to, negative references, insufficient resources, or conviction of a Public Entity Crime.
- 10.2 If a sub-contractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new sub-contractor by the AUTHORITY.

ARTICLE 11 - FEDERAL AND STATE TAXES

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONTRACTOR be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

ARTICLE 13 - AUTHORITY'S RESPONSIBILITIES

AUTHORITY shall be responsible for providing access to all project sites, and providing information on hand required by CONTRACTOR that is available in the files of the AUTHORITY.

ARTICLE 14 - DEFAULT

- 14.1 The AUTHORITY may, by written notice of default to the CONTRACTOR, terminate the Agreement in whole or in part if the CONTRACTOR fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated non-performance, or does not remedy such failure within a period of ten (10) days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the AUTHORITY terminates this Agreement in whole or in part because of default of the CONTRACTOR, the AUTHORITY may procure goods and/or services similar to those terminated, and the CONTRACTOR shall be liable for any excess costs incurred due to this action.
- 14.2 If it is determined that the CONTRACTOR was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the CONTRACTOR), the rights and obligations of the parties shall be those provided in Article 15 – Termination for Convenience.

ARTICLE 15 – TERMINATION FOR CONVENIENCE

- 15.1 The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate the Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) days prior written notice of termination to the CONTRACTOR, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the CONTRACTOR has the right to withdraw, without adverse action, from the entire Agreement.
- 15.2 Unless directed differently in the Notice of Termination, the CONTRACTOR shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the successful CONTRACTOR shall terminate outstanding orders and/or subcontracts related to the terminated work.
- 15.3 Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination.

ARTICLE 16 - UNCONTROLLABLE FORCES

- 16.1 Neither the AUTHORITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 16.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 17 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State court of competent jurisdiction located in Palm Beach County. With the exception of the choice of law and venue provisions contained herein, no remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 18 - NON-DISCRIMINATION

CONTRACTOR assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or gender identity or expression.

ARTICLE 19 - WAIVER

A waiver by either AUTHORITY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 20 - SEVERABILITY

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.2 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE 21 - ENTIRETY OF AGREEMENT

The AUTHORITY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONTRACTOR pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 22 - MODIFICATION

The Agreement may not be modified unless such modifications are evidenced in writing signed by both AUTHORITY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

AUTHORITY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONTRACTOR shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

ARTICLE 24 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 - TRUTH-IN-NEGOTIATION CERTIFICATE

- 25.1 Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
- 25.2 The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 26 - OWNERSHIP OF DOCUMENTS

CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY.

ARTICLE 27 - PUBLIC RECORDS, ACCESS AND AUDITS

- 27.1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended effective July 1, 2016.

27.2 DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:

**RECORDS MANAGER
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FL. 33412
561-640-4000 EXT. 4210
RECORDS CUSTODIAN@SWA.ORG**

- 27.3 The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1-SL for State and Local Government Agencies (see: <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>) after completion or termination of this Contract. The AUTHORITY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.
- 27.4 Notwithstanding anything herein to the contrary, the CONTRACTOR expressly acknowledges that: i) it is providing a specific service to the AUTHORITY in the performance of this Contract; ii) acting on behalf of the AUTHORITY in the performance of this Contract; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.
- 27.5 Any public records requests directed to, or related in any way to this contract shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager they shall immediately notify the CONTRACTOR and the CONTRACTOR must provide the records or allow access to the records within a reasonable time. A CONTRACTOR who fails to provide the records to the public

agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed \$1,000.

27.6 Therefore, the CONTRACTOR is required to:

- 1) maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;
- 2) provide the public with access to public records on the same terms and conditions that the AUTHORITY would provide the records and at a cost that does not exceed the cost provided by Florida law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the AUTHORITY, all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When requested by the AUTHORITY, either during performance of the contract or after termination or completion of the contract, all records stored electronically must be provided to the AUTHORITY in a format that is compatible with the information technology systems of the AUTHORITY.

27.7 Failure of the CONTRACTOR to comply with these requirements shall be a material breach of this Contract.

27.8 CONSULTANT shall maintain financial and program records to justify all charges and costs incurred in performing the work for at least three (3) years following final payment by the AUTHORITY as Federal Emergency Management Agency sub-grantee as required by 2 CFR 200.333. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit

27.9 In the event records retention requirements in Florida Statutes Chapter 119 and 257 exceed those of FEMA, the records shall be retained to comply with State of Florida requirements.

ARTICLE 28 – OFFICE OF INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the AUTHORITY, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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ARTICLE 29 - NOTICE

- 29.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To AUTHORITY

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412

Attention: Mark Eyeington, Chief Operations Officer
Office No.: 561-640-4000 Ext. 4513 Fax No.: 561-640-3400 E-Mail: meyeington@swa.org

As To CONTRACTOR

Bergeron Emergency Services
16912 SW 69th Place
Ft. Lauderdale, Florida 33332

Attention: Ronald M. Bergeron, Jr., President
Office No.: 954-680-6100 Fax. No: 866-757-7656 E-Mail: shannmunoz@gmail.com

- 29.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.
- 29.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and AUTHORITY.

ARTICLE 30 - CONTRACT ADMINISTRATION

Services of CONTRACTOR shall be under the general direction of **Mark Eyeington, Chief Operations Officer**, or his/her successor, who shall act as the AUTHORITY'S representative during the term of the Agreement.

ARTICLE 31 - KEY PERSONNEL

CONTRACTOR shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Brian Thomason, Vice President – Operations
Office No.: 954-680-6100 Cell No.: 954-240-1110 Email: bthomason@bergeroninc.com

Jason Otilige, Operations Manager
Office No.: 954-680-6100 Cell No.: 786-554-3270 Email: Jottilige@bergeroninc.com

Rudy Trabanino, Superintendent
Office No.: 954-680-6100 Cell No.: 954-444-8883 Email: rtrabanino@bergeroninc.com

Christy Fink, Executive Assistant
Office No.: 954-680-6100 Cell No.: 954-549-7871 Email: cfink@bergeroninc.com

ARTICLE 32 - SMALL BUSINESS ENTERPRISE (SBE)

The Governing Board of the AUTHORITY has set 15% as the AUTHORITY'S goal for small business participation in contracts and purchases. CONTRACTOR'S submitted Plan showing how he/she will assist the AUTHORITY in achieving this goal is incorporated into this Agreement as Exhibit C. The AUTHORITY will require periodic documentary proof, acceptable to the AUTHORITY, of the implementation, progress, and final outcome of the proposed Plan. Failure to implement the Plan, or achieve reasonable interim progress, or achieve the final goal reflected in the Plan, may be considered by the AUTHORITY as failure to perform a material provision of this Agreement.

ARTICLE 33 - SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into any Agreement with the AUTHORITY, or performing any work in furtherance hereof, CONTRACTOR hereby certifies that CONTRACTOR and CONTRACTOR'S affiliates, suppliers, sub-contractors, consultants or agents of any type whatsoever who will perform hereunder, have not be placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473. If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this CONTRACTOR may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135.

ARTICLE 34 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

- 34.1 The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONTRACTOR deem it in the best interest of their business to do so.
- 34.2 The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation.

ARTICLE 35 - THIRD PARTY BENEFICIARY DISCLAIMER

It is not the intention of this contract to create third party beneficiary status in any person or entity that is not a direct party to the contract awarded as a result of being the successful CONTRACTOR, and no language in the contract should be construed or interpreted as creating a third party beneficiary.

ARTICLE 36 - CONFIDENTIALITY

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the CONTRACTOR under this Agreement shall be made available to any individual or organization by the CONTRACTOR without prior written approval of the AUTHORITY.

ARTICLE 37 - ESCALATION CLAUSE

- 37.1 The AUTHORITY acknowledges the fluctuating nature of prices. Therefore, on each annual anniversary date of the Agreement, the unit prices may be adjusted upward based on the following formula of indices:
- 37.2 Fifty (50) percent of the price will be adjusted by the average monthly percentage change over the twelve (12) month period ending the May immediately preceding the date for which the price index adjustment is effective in the Consumer Price Index - Urban Wage Earners and Clerical Workers - U.S. City Average - Private Transportation (Series ID CWUR0000SAT1, not seasonally adjusted) as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

- 37.3 Fifty (50) percent of the price will be adjusted by the percentage change in the Average Hourly Earnings of Production Workers (Series ID CEU2000000008) as published by the Bureau of Labor Statistics of the U.S. Department of Labor over the one year period ending the May immediately preceding the date for which the price index adjustment is effective.
- 37.4 In the event that either of these indices is no longer available the parties shall mutually agree to a replacement index. The value of the adjustment will be determined by the AUTHORITY.

ARTICLE 38 - ORDER OF AGREEMENT ACTIVATION / LOCATION ASSIGNMENT

The CONTRACTORS have entered into contingent Agreements with the AUTHORITY for Hurricane/Disaster Debris Removal, Reduction and Disposal. The Agreements awarded will be activated on an as needed basis as solely determined by the AUTHORITY. The AUTHORITY intends to activate the CONTRACTORS in the order of the Selection Committee ranking, as best meets the needs of the AUTHORITY. The AUTHORITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

ARTICLE 39 - TASK ORDER/PERFORMANCE

Task Orders shall be executed bilaterally and the scope of services and format of Task Order shall be mutually agreed to by the CONTRACTOR and AUTHORITY. Performance will be measured by the metrics established in each Task Order. After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, the CONTRACTOR(s) shall provide a written progress report to the AUTHORITY for review and acceptance. The AUTHORITY shall have the right to correct for CONTRACTOR default or underperformance by any means it deems in its best interest. CONTRACTOR will be required to provide a daily report of quantity of work performed under each Task Order. The daily report shall be submitted by 11:00 a.m. or earlier the following morning.

ARTICLE 40 - BONDS

CONTRACTOR shall maintain a Proposal Bond in the sum of \$500,000. The CONTRACTOR'S Proposal Bond will be returned to the CONTRACTOR in exchange for and acceptance of an appropriate size bond as determined by the AUTHORITY after assessment of damage and definition of the CONTRACTOR'S scope of service. In case of hurricane caused damage, a Category I storm would require a \$2,000,000 Bond, a Category II would require a \$4,000,000 Bond, a Category III would require a \$6,000,000 Bond, a Category IV would require an \$8,000,000 Bond, and a Category V would require a \$10,000,000 Bond. The Bond required would be a Performance and Payment Bond, Exhibit I. The cost of the Bond is included in the unit rates in the Fee Schedule, Exhibit B. The CONTRACTOR shall maintain the Proposal Bond in effect until the Performance and Payment Bond is submitted to and accepted by the AUTHORITY. If the CONTRACTOR fails to supply a Performance and Payment Bond, the AUTHORITY shall be entitled to retain the Proposal Bond to rectify the CONTRACTOR'S unacceptable performance. Pending successful annual CONTRACTOR re-certification, the Proposal Bond shall be in effect for the entire term of the Contract except for the period(s) of time when a Performance and Payment Bond is in effect.

ARTICLE 41 - BUY AMERICA REQUIREMENTS

The CONTRACTOR agrees to comply with the requirements of the Federal Buy America law (See 23 U.S.C. 313, ISTEA Sections 1041(a) and 1048(a), as they may be amended from time to time), as they relate to Federal-aid contracts and the use of steel and iron produced in the United States. A description of the requirements of Buy America is set forth in Exhibit H, which is attached hereto and incorporated by reference as part of this Agreement. CONTRACTOR shall provide a certification statement regarding the origin of all materials or products covered under the Buy America provisions and used in its performance of the Agreement in accordance with the requirements of law and the AUTHORITY, FDOT, and FEMA, to the extent applicable.

ARTICLE 42 - DISADVANTAGED BUSINESS ENTERPRISES

- 42.1 This provision shall supplement Article 32 of the Agreement. The Agreement is subject to the requirements of 49 CFR Part 26. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The CONTRACTOR shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of this U.S.DOT-assisted contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate, including but not limited to the withholding of payments. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13.) Upon request, the CONTRACTOR will provide the AUTHORITY with a copy of each subcontract it enters into.
- 42.2 The CONTRACTOR is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than thirty (30) days after the CONTRACTOR'S receipt of payment for that work from the AUTHORITY. The CONTRACTOR may not hold any retainage from its subcontractors unless pursuant to an agreement approved by the AUTHORITY. The CONTRACTOR shall return all retainage payments withheld within thirty (30) days after the subcontractor's work has been satisfactorily completed.
- 42.3 The CONTRACTOR shall, on a monthly basis, submit payment certifications, including a certification regarding their truth and accuracy, for all payments it is seeking and certifications from all subcontractors indicating who has been paid and how. The certifications shall comply with all Federal and State requirements regarding the reporting of DBE participation. The CONTRACTOR shall, if required by the AUTHORITY or FDOT, report its DBE participation monthly on the Equal Opportunity Reporting System located on the Florida Department of Transportation's (FDOT) website found at www.bipincwebapps.com/bizwebflorida/. Audits may be conducted to review payments to DBE subcontractors. The CONTRACTOR will fully cooperate with the AUTHORITY, FDOT or FEMA regarding the monitoring of subcontractors and payments made thereto.

ARTICLE 43 – CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 43.1 This Agreement is a covered transaction for purposes of 49 CFR Part 29. Accordingly, the CONTRACTOR shall verify that neither the CONTRACTOR, nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified from participation in this Agreement as defined at 49 CFR 29.940 and 29.945.
- 43.2 The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the term of this Agreement. The CONTRACTOR must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. CONTRACTOR'S certification is a material representation of fact relied upon by the AUTHORITY. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to the AUTHORITY, the State or Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR further agrees that it will include a provision requiring such compliance in all of its subcontracts or lower tier covered transactions.

ARTICLE 44 - ACCESS TO RECORDS AND THEIR RETENTION

- 44.1 This provision shall supplement Article 27 of the Agreement. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Agreement for at least five (5) years after completion or termination of this Agreement or FDOT's closure of an "emergency event" with the Florida Division of Emergency Management, whichever comes last, except in the event of litigation or settlement of claims arising from the performance of the Agreement, the CONTRACTOR agrees to maintain said records until all litigation, claims, appeals or exceptions related thereto have been resolved.

The records shall be maintained at a location in Palm Beach County, Florida or such other location in Florida approved by the AUTHORITY.

- 44.2 The CONTRACTOR shall make all of its books, records, and other documents related, in any manner to its or its subcontractors' performance of the Agreement, available to the AUTHORITY and any other funding entity (e.g., FDOT, FEMA, the Comptroller General of the U.S. or any of their authorized representatives) for the purpose of examination, audit, reproduction, excerpts and transcripts, during normal business hours, at the CONTRACTOR'S place of business or if CONTRACTOR'S place of business is not located in Palm Beach County, then at the location for maintenance of records referenced above. The CONTRACTOR shall also require its subcontractors to make their books, records and documents available for examination, audit, reproduction, excerpts, and transcripts, for the same duration and in the same manner, and at or near the same locations required herein of CONTRACTOR.

ARTICLE 45 - AUDIT REQUIREMENTS

This provision shall supplement Article 27 of the Agreement. The CONTRACTOR agrees that audits may be undertaken of its records related to its performance of the Agreement as may be authorized or required under OMB Circular A-133, as revised. The CONTRACTOR agrees that it will comply and fully cooperate with the AUTHORITY and any State and/or Federal funding agency(ies), including but not limited to FDOT, Florida's Auditor General, FEMA, or any of their authorized representatives, in any audit or monitoring procedures or processes any such entity(ies) may undertake related to CONTRACTOR'S performance of the Agreement.

ARTICLE 46 - NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The CONTRACTOR shall cooperate with the AUTHORITY, FDOT and FEMA so as to assure that all activities related to the performance of this Agreement comply with the requirements of the National NEPA of 1969, as amended, and the regulations and guidance related thereto.

ARTICLE 47 - AMERICANS WITH DISABILITIES ACT

The CONTRACTOR does hereby represent and certify that it will comply with all of the requirements of the Americans with Disabilities Act of 1990 (42 USC 12102, *et seq.*), as it may be amended, and all applicable implementing regulations of the U.S. DOT, FEMA and other Federal-aid agencies.

ARTICLE 48 - COMPLIANCE WITH TITLE VI, TITLE VII AND OTHER FEDERAL LAWS AND REGULATIONS

The CONTRACTOR does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 USC 2000d, *et. seq.* and 3601 *et.seq.*), and the Age Discrimination and Employment Act of 1967 and Section 303 of the Age Discrimination Act of 1975, as amended (42 USC 6102), and all applicable Federal laws and regulations, policies, procedures and directives of the U.S. DOT, FEMA, and/or other Federal-aid agencies, as they may be promulgated and amended from time to time.

ARTICLE 49 - CONVICT LABOR PROHIBITION

The CONTRACTOR does hereby represent and certify that it will comply with the convict labor prohibition in 23 U.S.C. 114, and all implementing regulations thereto.

In Witness Whereof, the Solid Waste Authority of Palm Beach County, at a regular meeting thereof, by action of the AUTHORITY Board authorizing and directing the foregoing be adopted, has caused these presents to be signed by its Executive Director, and Bergeron Emergency Services has executed this agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1. Kathy Lucas
2. Barbara Howell

By: Mark Hammond
Mark Hammond
Executive Director

Approved as to Form and Legal Sufficiency:

By: H. J. Al
General Counsel to the Authority

Attest:

[Signature]
Corporate Secretary

BERGERON EMERGENCY SERVICES:

By: [Signature]
(Corporate Seal)

Witness:

1. _____
2. _____

Name: Brian L. Thomason

Title: Vice President of Operations

Approved by Authority Board on April 12, 2017, Item No. 5.H

SCOPE OF WORK

1. PROJECT DESCRIPTION AND REQUIREMENTS

- A. The CONTRACTOR shall remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public right-of-ways, and to setup and operate Temporary Debris Sites in Palm Beach County, Florida, immediately after a hurricane or other disaster.
- B. The CONTRACTOR submits he/she is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. CONTRACTOR shall assemble, direct, and manage a work force that can complete the debris management operations in 120 days or less. The duration of effort/completion dates of all tasks will be determined jointly by the AUTHORITY and CONTRACTOR. This determination will be set in writing in appropriate Task Order(s).
- C. The CONTRACTOR shall perform all work in accordance with FEMA guidelines in order to maximize recovery of reimbursable expenses. This task shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished.
- D. The CONTRACTOR may be required, at the AUTHORITY'S discretion, to be under the direction of an agent of the AUTHORITY.
- E. While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to Palm Beach County, Florida. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

2. INTRODUCTION

- A. The AUTHORITY'S disaster recovery planning includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as a hurricane and the procedures for disposing of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, coordinated recovery operations, including removal of debris from public property and right-of-ways throughout Palm Beach County using a combination of county, municipal, and CONTRACTOR forces.
- B. If activation is required the AUTHORITY intends to activate contracts on an as-needed basis as solely determined by the AUTHORITY. The AUTHORITY intends to activate the CONTRACTORS in the order of final ranking as best meets the needs of the AUTHORITY. The AUTHORITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.
- C. The AUTHORITY envisions the need for multiple Agreements to carry out the debris removal and disposal work throughout Palm Beach County. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial AUTHORITY payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects.

- D. The Agreement will be a contingency Agreement that will be activated only in the face of an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until the Agreement is activated either in anticipation of a natural disaster or immediately after such disaster.
- E. The CONTRACTOR will be required to participate in certain AUTHORITY directed disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the AUTHORITY.
- F. The AUTHORITY does not guarantee a CONTRACTOR will be activated if awarded a standby agreement.

3. WORK OBJECTIVE

3.1 Planning Standard for Debris Removal and Disposal

The AUTHORITY'S goal is to complete the debris removal and disposal process in 120 days. This assumes that the entire area of the county will be accessible within that period. Due to the low elevation and potential for flooding, some areas might not be accessible for several weeks after a major natural disaster. The CONTRACTOR must be aware that it might not be possible to initiate operations in all parts of the county simultaneously immediately after a storm.

3.2 Debris Management

- a. Planning for debris management operations is a function of the AUTHORITY as a supporting agency to the Palm Beach County Department of Engineering and Public Works. The AUTHORITY'S Emergency Management Coordinator will direct the debris removal and disposal operations.
- b. Each CONTRACTOR will serve as a General CONTRACTOR for the purpose of debris removal and disposal operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the Agreement. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. **Notwithstanding, the CONTRACTOR will make every effort to use Small Business Enterprises (SBE), to the maximum extent practicable.**
- c. When a major disaster occurs or is imminent, the AUTHORITY will contact the CONTRACTOR to advise them of the AUTHORITY'S intent to activate the Agreement(s). Debris removal will generally be limited to debris in, upon, or brought to county residential private and public streets and roads, right-of-ways, municipal properties and facilities, and other public sites (this includes debris from customers assessed for residential solid waste and recycling collection services by the AUTHORITY). The CONTRACTOR will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with the AUTHORITY'S Debris Management Plan. Disposal of debris will be at AUTHORITY approved Temporary Debris Sites or landfill sites. The CONTRACTOR will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all Temporary Debris Sites.
- d. When a major disaster occurs or is imminent, the AUTHORITY will initially send out an Alert to the selected CONTRACTOR(S). This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and the AUTHORITY. Subsequently, the AUTHORITY will issue the first Task Order which will authorize the CONTRACTOR to send an Operations Manager to the AUTHORITY within 24 hours of receiving such Task Order to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. This first Task Order will also direct the CONTRACTOR to execute the required Performance and Payment Bond. The CONTRACTOR should anticipate receiving this first Task Order 24 to 72 hours before projected landfall of a hurricane. Depending on the nature of the storm and circumstances the AUTHORITY may activate more than one (1) CONTRACTOR.

- e. The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow residents to return to their properties and bring debris to the private and public right-of-way as recovery progresses. The AUTHORITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.
- f. The AUTHORITY will make every effort to identify strategically located Temporary Debris Sites throughout the county prior to a natural disaster. Depending upon the severity of the natural disaster, additional Temporary Debris Sites will be identified as needed.
- g. The CONTRACTOR will operate the Temporary Debris Sites and only CONTRACTOR vehicles and others specifically authorized by the AUTHORITY will be allowed to use the sites. Only one (1) level of subcontractor will be allowed to operate the sites. There will be no multi-tiered subcontractors (sub of a sub) allowed to operate temporary debris sites. The CONTRACTOR is responsible for all activity at temporary debris sites operated by their subcontractor and must have an employee on site at all times to oversee daily operations. The locations of publicly owned sites currently under consideration are shown on Attachment C. Additional sites (privately owned mostly) may become available as plans develop.
- h. The AUTHORITY may also establish designated homeowner drop-off sites. The CONTRACTOR will be responsible for removing all eligible debris from those sites daily at the direction of the Emergency Management Coordinator or designee.
- i. Curbside segregation of debris and disaster-generated or related wastes will be an element of the AUTHORITY'S disaster recovery program. The debris removal and disposal CONTRACTOR will be required to aid in the segregation and waste stream management processes. Any Household Hazardous Waste (HHW) encountered by the debris removal CONTRACTOR is to be set aside. HHW disposal will be the responsibility of the resident. The AUTHORITY will designate HHW drop-off locations.
- j. The following items are considered HHW for the purpose of this Agreement:
 - Used Oil
 - Batteries
 - Paint
 - Aerosol spray cans
 - Pesticides
 - Antifreeze
 - Fluorescent light bulbs
 - Propane tanks (household size)
- k. The CONTRACTOR will setup a lined containment area and separate any HHW inadvertently delivered to a Temporary Debris Site.
- l. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor who will be selected by the AUTHORITY.
- m. Putrescible residential garbage will be collected by AUTHORITY franchise waste haulers and is not to be collected or transported by CONTRACTOR forces.

4. SCOPE OF WORK / OVERVIEW

- A. Specific work authorizations by the AUTHORITY will be through written Task Orders. Task Orders will define the job to be accomplished, location of job, time-frame for completion, rates to be used, etc. Any job with requirements or rates not covered by this Proposal will be negotiated. The AUTHORITY reserves the right to extend operations on a weekly basis. Task Orders will be executed bilaterally. Performance will be by the metrics established in the Task Order(s). After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, the CONTRACTOR(s) shall provide written progress report to the AUTHORITY for review and acceptance. The AUTHORITY shall have the right to correct for CONTRACTOR'S default or underperformance by any means it deems in its best interest.
- B. The CONTRACTOR shall commence mobilization immediately upon receipt of the mobilization Task Order meeting the following progress patterns: 48 hours- collection activity within assigned Collection Service Area. Within ten (10) calendar days CONTRACTOR shall have 100% of all necessary equipment operating within all Collection Service Areas. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, the AUTHORITY may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. The CONTRACTOR shall perform in accordance with each Task Order in all designated Collection Service Areas established by the AUTHORITY. Each Task Order will be uniquely and sequentially numbered.
- C. The CONTRACTOR is authorized to collect debris during daylight hours, seven (7) days per week. Any deviations from this schedule will require AUTHORITY approval.
- D. The CONTRACTOR must be duly licensed to perform the work in accordance with the State of Florida statutory requirements. The CONTRACTOR shall obtain all permits necessary to complete the work. The CONTRACTOR shall be responsible for determining what permits are necessary to perform under the Agreement. Copies of all permits shall be submitted to the AUTHORITY Emergency Management Coordinator prior to issuance of the first Task Order.
- E. The quantity of work required to complete the Agreement is estimated. The actual effort required may be more or less than the estimated amount shown in the RFP No. 17-204/SLB. Payment will be made in accordance with the Fee Schedule, Exhibit B which is attached hereto and incorporated by reference as part of the Agreement. The output will be verified by the AUTHORITY Emergency Management Coordinator in the daily operational report. Should hourly rates be used to pay for certain equipment then preventative maintenance, not in excess of fifteen (15) minutes in a normal workday, will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.
- F. The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR'S or any subcontractor's actions or operations during the performance of this Agreement. Corrections for any such violations shall be at no additional cost to the AUTHORITY.
- G. The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractor.
- H. The CONTRACTOR shall provide contact information for all key personnel to the AUTHORITY that shall include name, phone number, cellular phone number and email address. The CONTRACTOR and its agents shall respond in a timely manner to all AUTHORITY inquiries at all times.

5. SCOPE OF WORK IN DETAIL

This section is divided into three (3) subsections:

- **Debris Removal and Disposal Operations** from residential public and private streets, roads and right-of-ways and delivered to a Temporary Debris Site.
- **Temporary Debris Site Operations** which includes daily operations as well as reclamation of the site to its pre-storm condition or as directed by the AUTHORITY Emergency Management Coordinator.
- **Processing, Loading and Hauling Material** from Temporary Debris Site to final destination.

5.1 Debris Removal and Disposal Operations

5.1.1 General

- a. The purpose of this section is to define the requirements for debris removal and disposal operations after any catastrophic disaster within Palm Beach County. The AUTHORITY intends to designate zones for collection and disposal of debris. CONTRACTORS will be tasked with a service area(s) for this specific work.
- b. For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and all other costs associated with the equipment including labor and operator.

5.1.2 Services

- a. The CONTRACTOR shall provide equipment, operators and laborers for debris removal operations. The CONTRACTOR shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this Agreement.
- b. All rates are to include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging and all other costs.
- c. The work shall consist of clearing and removing disaster generated debris as directed by the AUTHORITY Emergency Management Coordinator. CONTRACTOR shall provide collection equipment the day following a natural disaster or as directed by the AUTHORITY and shall provide equipment sufficient to collect a minimum of 50,000 cubic yards of debris per day within ten (10) calendar days of collection commencement (Past AUTHORITY natural disaster cleanup records show that ten (10) days' following disaster, 95,000-126,000 cubic yards of debris was collected per day). Failure to provide sufficient equipment necessary to collect required amount may result in the AUTHORITY entering into a separate agreement with another contractor for collection services.

5.1.2.1 Collection of Storm Generated Residential Vegetation and Construction and Demolition Debris

- i. It is the AUTHORITY'S goal to ensure that Vegetation and Construction/Demolition debris remain separate task orders for the collection of Vegetation and Construction loads. Mixing of loads by the CONTRACTOR at the road right of way will not be tolerated.

- ii. Work may include:
 - First pass to clear debris from emergency evacuation routes, access roads to critical facilities and all primary roadways.
 - Clearing debris from residential private and public road right of ways.
 - Loading the debris.
 - Hauling the debris to an approved Temporary Debris Site or an authorized landfill.
 - Dumping the debris at the Temporary Debris Site or at an authorized landfill.
- iii. Debris delivered to a Temporary Debris Site or authorized landfill will be paid based on the per cubic yard price according to the Fee Schedule, Exhibit B.

5.1.2.2 Hourly Rate Clearing

- i. From 0-70 hours following a disaster CONTRACTOR, as designated by the AUTHORITY, shall provide the clearing services on an hourly rate that shall include the following:
 - Clear debris from emergency evacuation routes, access roads to critical facilities, and primary roadways.
 - Perform emergency removal of debris if needed for life-saving measures.
 - Conduct daily briefings with debris managers and other officials to update progress and discuss issues.
 - Develop a traffic control plan along potential haul routes and at debris management and disposal sites.
- ii. The CONTRACTOR shall not move from one designated Collection Service Area to another area without prior approval from the AUTHORITY Emergency Management Coordinator or designee. CONTRACTORS and/or subcontractors that move to a designated Collection Service Area without prior AUTHORITY approval may be terminated immediately. The AUTHORITY reserves the right to relocate CONTRACTOR to other Collection Service Areas based on need and ability to perform required work at an acceptable level. The AUTHORITY reserves the right to immediately terminate CONTRACTOR and any subcontractor who fails to provide service in accordance to guidelines set forth by FEMA and the AUTHORITY.
- iii. The AUTHORITY or designee shall forward all claims of damage to the CONTRACTOR daily. CONTRACTOR shall provide all contact information, including name, phone number, cellular phone number, fax number and email address, for personnel responsible for resolving all claims of damage. CONTRACTOR must respond to all claims of damage within 24 hours and resolve within ten (10) calendar days. Mailboxes must be repaired or replaced within two (2) calendar days. CONTRACTOR is responsible for all damage caused by his crew and/or subcontractors in the performance of debris removal.
- iv. In the event the CONTRACTOR fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the AUTHORITY or designee may arrange for the repairs and assess the CONTRACTOR for the cost of the repairs and any applicable administrative charges. Any disputes as to damage responsibility will be presented to the Emergency Management Coordinator or designee for review. The decision of the Emergency Management Coordinator or designee will be final.

5.1.3 Equipment

- a. All trucks and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport that will permit the trucks to be filled to capacity. Cyclone fence may be used as temporary tailgates if they comply with the following specifications:
 - Fencing must be permanently attached to one side of the truck bed.
 - After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire.
 - Fencing must extend to the bottom of the bed.
 - After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.
 - Solid iron metal bars must be secured to both sides of the fencing.
 - There shall be no hand loaded equipment allowed.
- b. The AUTHORITY or designee shall complete certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the CONTRACTOR. Maximum volumes may be rounded up to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the placards affixed to each piece of equipment. The AUTHORITY reserves the right to re-measure trucks and trailers at any time to verify reported capacity. If a truck and/or trailer are re-measured and the yardage capacity is determined to be lower, the lower yardage volume will be retro to the initial load and total volume adjusted accordingly.
- c. All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. If installed, all sideboard extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed are subject to acceptance or rejection by the AUTHORITY Inspector.
- d. Trucks or equipment designated for use under this Agreement shall not be used for any other work during working hours. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement. Under no circumstance will the CONTRACTOR mix debris hauled for others with debris hauled under this Agreement. Failure to comply will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to provide any additional emergency debris collection services. Any and all unapproved changes to placard will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to perform any additional emergency debris collection services.

5.1.4 Securing Debris

The CONTRACTOR shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during

loading and secured during transport. Tarps or other coverings shall be provided by the CONTRACTOR to prevent materials from falling or being blown from the bed. Loads not properly tarped or otherwise covered will not be allowed to dispose at any AUTHORITY approved temporary debris site which may result in non-payment to CONTRACTOR.

5.1.5 Equipment Signage

Prior to commencing operations, the AUTHORITY or designee shall affix to each piece of equipment, signs or markings indicating the Owner Operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Each operator shall keep AUTHORITY certification with them at all times. Placards must remain on both sides of equipment.

5.1.6 Other Considerations

- a. The CONTRACTOR shall assign and provide an Operations Manager (OM) to the AUTHORITY Debris Management Center to serve as the principal liaison between the AUTHORITY Emergency Management Coordinator or designee and the CONTRACTOR'S forces. The assigned OM must be knowledgeable of all facets of the CONTRACTOR'S operations and have authority in writing to commit the CONTRACTOR. The OM shall be on call 24 hours per day, seven (7) days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangements for onsite accommodations. This linkage shall provide immediate contact via cell phone, Fax machine, and have Internet capabilities. The OM will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The OM will report to the AUTHORITY Emergency Management Coordinator or designee. This position will not require constant presence; rather the OM will be required to be physically capable of responding to the AUTHORITY Emergency Management Coordinator within 30 minutes of notification.
- b. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.
- c. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- d. Payment for debris hauled will be based on the quantity of debris hauled in cubic yards. Debris hauled to a Temporary Debris Site will require a validated load ticket. Drivers will be given an electronic or paper load tickets at the loading site by an AUTHORITY loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the Temporary Debris Site by an AUTHORITY Temporary Debris Site monitor. The estimated quantity will be recorded on the electronic or paper load ticket. The AUTHORITY Temporary Debris Site monitor will retain one copy of the paper load ticket and the driver will retain the remaining copies of the load ticket. Debris being hauled to a permanent landfill will be paid based on cubic yards recorded on an approved electronic or paper load ticket. Payment will be made against the CONTRACTOR'S invoice once site monitor and CONTRACTOR load tickets and/or scale tickets match. Load tickets not properly completed and signed will not be paid.

5.2 Temporary Debris Site Operations

5.2.1 General

- a. The purpose of this section is to define the requirements for Temporary Debris Site Operations after any catastrophic disaster within Palm Beach County.
- b. The CONTRACTOR shall use only Temporary Debris Sites designated by the AUTHORITY Emergency Management Coordinator.
- c. The Temporary Debris Site foreman shall direct all dumping operations. Different types of debris shall be kept in separate piles at the Temporary Debris Site. At a minimum, one flag person shall be posted at each Temporary Debris Site for traffic control and to direct unmixed loads to proper location (by debris type) to be dumped. CONTRACTOR shall be responsible for sorting and proper placement of all loads not dumped in appropriate location which results in mixing the once separated debris at no charge to the AUTHORITY.
- d. The CONTRACTOR shall begin grinding vegetative debris within five (5) calendar days of temporary debris site opening date and removing mulch/wood chips within ten (10) calendar days of site opening date. The CONTRACTOR shall begin removal of Construction and Demolition/mixed debris from Temporary Debris Site to an approved final destination within five (5) days of site opening date.

5.2.2 Temporary Debris Site Services

5.2.2.1 Site Setup/Preparation

Site setup/preparation shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Fee Schedule, Exhibit B which is attached hereto and incorporated by reference as part of the Agreement. Site set-up/preparation includes: clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, limerock or crushed concrete access roads, sodding, and any other similar activity necessary to make the site usable for its intended purposes.

5.2.2.2 Temporary Debris Site Operations and Material Processing

- i Temporary Debris Site operations and material processing shall be compensated in accordance with the unit prices provided in the Fee Schedule, Exhibit B. The CONTRACTOR shall provide equipment, operators, and laborers for Temporary Debris Site operations as specified by Task Order. Unit prices provided in the Fee Schedule, Exhibit B, shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, lodging and insurance) all equipment under this Agreement. Each Inspection Tower shall be equipped with two (2) portable toilets. Toilets shall be provided immediately upon completion of tower assembly. CONTRACTOR shall provide a water truck for the purpose of applying to site surface to minimize dust. The AUTHORITY shall provide a front-load garbage container and collection service of the container at each Temporary Debris Site. CONTRACTOR shall be responsible for cleaning up all trash and litter generated on the site from daily operations and depositing into the container for collection. The entrance roadway and surrounding area within ½ mile of the site's entrance shall be

cleaned daily by the CONTRACTOR. All pre-storm identified sites shall be opened by the CONTRACTOR within three (3) calendar days after receiving approval from the AUTHORITY to operate the debris site. Failure to open sites with proper equipment and necessary personnel will result in liquidated damages of \$10,000 per day. All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging, and any other costs. The work shall consist of managing the operations of a Temporary Debris Site and performing debris reduction by air curtain incineration and/or grinding of storm generated debris as directed by the AUTHORITY Emergency Management Coordinator.

- ii The AUTHORITY plans to use two types of Temporary Debris Sites.
 - Vegetative Temporary Debris Sites will be devoted to the reduction of clean woody debris by either burning or grinding. The AUTHORITY expects the material to be recycled and or beneficially re-used if processed by grinding.
 - Depending upon the size and type of devastation the AUTHORITY may require a separate Construction & Demolition (C&D) staging area, mixed debris staging area and a separate Household Hazardous Waste staging area. The AUTHORITY requests that CONTRACTOR implements recycling and or reduction programs to minimize the quantity of construction debris material to be land filled.
- iii Material coming into the Vegetative or C&D Temporary Debris Sites will be measured and paid for by the cubic yard according to the Fee Schedule, Exhibit B. Material removed and transported from a C&D Temporary Debris Site will be measured and paid by the cubic yard according to the Fee Schedule, Exhibit B.
- iv. Locations of all Temporary Debris Sites will be approved by the AUTHORITY. The AUTHORITY Emergency Management Coordinator must approve site improvements before work begins and any costs, other than those in the Fee Schedule, Exhibit B that might have been negotiated under a Task Order shall be documented for payment.
- v. Material processed at a Temporary Debris Site by either grinding or burning will be measured using cubic yards from incoming load tickets. Material entering a Debris Management Site will be deposited in manageable piles.

5.2.3 Reporting

- a. The CONTRACTOR shall submit a report to the AUTHORITY Emergency Management Coordinator or designee by close of business each day of the term of the Task Order. Each report shall contain, at a minimum, the following information:
 - Contractor's Name
 - Contract Number
 - Daily and cumulative hours for each piece of equipment, *if appropriate*
 - Daily and cumulative hours for personnel, by position, *if appropriate*
 - Volumes of debris handled
- b. Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the AUTHORITY.

5.2.4 Other Considerations

- a. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- b. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. In the event a Temporary Debris Site must be closed due to CONTRACTOR equipment or operational failures, CONTRACTOR shall be liable for liquidated damages in the amount of \$25,000.00 per day for every day the site has to remain closed.

5.2.5 Debris Clearance (for access) from Right-of-Ways and Public Property

- a. The AUTHORITY provides support to Palm Beach County Government for Debris Management, including the clearance (moving debris from the middle of the road, etc.) of debris from right-of- ways and public property. Palm Beach County intends to perform debris clearance for access with its own forces or under existing contractual Agreements between the County and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner.
- b. This debris clearance is to be considered supplemental and optional service. It is anticipated that debris clearance activities would be conducted, if needed, on a time and material basis using the rates in the Fee Schedule, Exhibit B.

5.3. Processing, Loading and Hauling Material

- a. CONTRACTOR shall provide all necessary labor, material and equipment to process, load and haul wood chips and construction and/or mixed debris from Temporary Debris Sites in Palm Beach County to final destination for disposal as directed by the AUTHORITY. The AUTHORITY reserves the right to contract with other firms to process, load and haul wood chips and construction and/or mixed debris to a final destination as may best meet the needs of the AUTHORITY. All wood chips, construction and/or mixed debris shall be disposed of in accordance with all Local, State of Florida and Federal guidelines.
- b. CONTRACTOR will provide detailed listing to the AUTHORITY of the following:
 - 1. Quantity (loads and cubic yards)
 - 2. Owner information
 - 3. Site where mulch and Construction/Demolition debris is disposed, to include address/GPS location.

6. MISCELLANEOUS REQUIREMENTS**6.1 Temporary Debris Site Foreman**

- a. The Temporary Debris Site foreman must be an employee of the CONTRACTOR and is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety.
- b. The Temporary Debris Site foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the AUTHORITY Emergency Management Coordinator or designee.

6.2 Temporary Debris Site Night Foreman

- a. The Temporary Debris Site night foreman must be an employee of the CONTRACTOR and is responsible for managing all night operations approved by the AUTHORITY.
- b. The Temporary Debris Site night foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the AUTHORITY Emergency Management Coordinator or designee.

6.3 Temporary Debris Site Management Plan

- a. Once the Temporary Debris Site is identified by the AUTHORITY, the CONTRACTOR will provide a Site Management Plan.
- b. Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address the following functions:
 - Access to site
 - Site preparation -clearing, erosion control, and grading
 - Traffic control procedures
 - Safety
 - Segregation of debris
 - Location of ash disposal area, hazardous material containment area, CONTRACTOR work area, and inspection tower
 - Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures
 - Location of existing structures or sensitive areas requiring protection

6.4 Inspection Tower

The CONTRACTOR shall construct an inspection tower at each Temporary Debris Site within three (3) calendar days of natural disaster. The tower shall be constructed using pressure treated wood or steel scaffold. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and 1/2" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Inspection towers must provide a dry area for employees and meet all FEMA OSHA requirements.

6.5 Grinding Operation

The CONTRACTOR shall have grinders on site and in operation within 72 hours of natural disaster. Failure to provide grinder(s) on site in operation within 72 hours shall result in liquidated damages of \$10,000 per day. There shall be no period longer than 24 hours in which grinding activity may stop due to equipment or operational failure. Failure to provide back-up equipment within 24 hours shall result in a \$2,000 fine per hour per approved hours of grinding operation per day until grinding activity resumes.

6.6 Household Hazardous Waste Containment Area

The CONTRACTOR shall construct a hazardous material containment area at each Temporary Debris Site. The area shall be 30' x 30'. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gage plastic to provide a waterproof barrier. Additional plastic sufficient to cover the area is required to prevent rain from entering the containment area. Site run-off must be redirected from the containment area by site grading.

7. PERFORMANCE OF CONTRACTOR

- A. It is the intent of this Agreement to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.
- B. The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:
 - 1. Failure to open pre-storm identified sites within three (3) calendar days of after being tasked by the AUTHORITY liquidated damages of \$10,000 per day for each day not opened.
 - 2. Closure of Temporary Debris Site due to CONTRACTOR equipment or operational failures liquidated damages of \$25,000 per day, for each day site must remain closed.
- C. Failure to provide back-up grinders within 24 hours of equipment breakdown liquidated damages of \$2,000 per hour per approved grinding hours of operation per day.
- D. CONTRACTOR may also be subject to non-payment and liquidated damages of \$200 for each of the following infractions:
 - 1. Failure to provide audit quality information by 5:00 p.m. of the following day of operation.
 - 2. Loads not properly tarped or otherwise covered.
 - 3. Mixing debris hauled from other sources with debris hauled under this Agreement.
 - 4. Mixing vegetation debris with C & D material.
- E. CONTRACTOR may be immediately terminated and not paid for the following:
 - 1. Collection of any non-eligible, non-AUTHORITY approved stumps or debris.
 - 2. Moving to another designated Collection Service Area without prior AUTHORITY approval.
 - 3. Failure to provide service in accordance to guidelines set forth by FEMA and the AUTHORITY.
 - 4. Soliciting work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement.
 - 5. Alteration of placards placed on certified trucks and/or trailers.
- F. Any disputes regarding Performance of Contractor will be presented to the Emergency Management Coordinator or designee for review. The Emergency Management Coordinator or designee shall complete review and make determination within three (3) calendar days. Decisions of the Emergency Management Coordinator or designee shall be final.

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FEE SCHEDULE

VOLUME BASED PRICING FOR 3,000,000 CUBIC YARD (CY) DEBRIS DISASTER

ITEM/DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE PER CY	EXTENSION
1.0 Public Property and Right of Way Collection, Loading and Hauling to a designated Temporary Debris Site.				
A. Vegetation	2,500,000	CY	\$9.05	\$22,625,000.00
B. Construction Debris / Mixed Debris	500,000	CY	\$11.50	\$5,750,000.00
2.0 Temporary Debris Site operation to include placement of monitoring towers, portable toilets, keeping on-site and adjacent roads area clean of trash and garbage, debris acceptance, pile management, and phase I reclamation.	3,000,000	CY	\$1.25	\$3,750,000.00
3.0 Processing of debris through grinding and/or chipping.	2,500,000	CY	\$1.95	\$4,875,000.00
4.0 Loading, hauling and disposing wood chips to final destination. <i>(This rate includes disposal cost)</i>	1,000,000	CY	\$9.00	\$9,000,000.00
5.0 Volume reduction through air curtain incineration.	2,500,000	CY	\$2.00	
6.0 Loading and hauling of construction debris and/or mixed debris from Temporary Debris site to a permitted C&D recycling facility or any other designated Disposal Facility. <i>(This rate shall not include disposal cost). Miles from TDRS to final destination – 1 way.</i>				
A. 0 ≤ 20 miles	500,000	CY	\$4.50	
B. > 20 ≤ 50 miles	500,000	CY	\$6.25	
C. > 50 ≤ 80 miles	500,000	CY	\$9.75	
D. > 80 ≤ 110 miles	500,000	CY	\$15.00	
E. > 110 ≤ 200 miles	500,000	CY	\$16.00	
AVERAGE: (Item 6.0 A-E)			\$10.30	
AVERAGE (Item 6.0 A-E) x 500,000 CY =				\$5,150,000.00
TOTAL PRICE: (Items 1.0 - 4.0; 6.0)				\$51,150,000.00

Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, supervisors) and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.

Assumptions: 3,000,000 cubic yards of debris consisting of 2,500,000 cubic yards of vegetation debris and 500,000 cubic yards of mixed debris.

FEE SCHEDULE

HOURLY RATES

DEBRIS MANAGEMENT SITE SET-UP AND CLOSURE AND DEBRIS CLEARANCE FOR ACCESS - OPTIONAL USE BY COUNTY AND OTHER GOVERNMENTAL ENTITIES			
EQUIPMENT AND LABOR RATES			
EQUIPMENT TYPE	HOURLY EQUIPMENT RATE	HOURLY LABOR RATE	TOTAL HOURLY RATE
Bobcat Loader	\$38.00	\$30.00	\$68.00
Crew Foreman w/ Cell Phone and Pickup	\$24.50	\$55.00	\$79.50
Dozer, Tracked, D5 or similar	\$85.00	\$30.00	\$115.00
Dozer, Tracked, D6 or similar	\$95.00	\$30.00	\$125.00
Dozer, Tracked, D7 or similar	\$115.00	\$30.00	\$145.00
Dozer, Tracked, D8 or similar	\$135.00	\$30.00	\$165.00
Dump Truck, 18 CY-20 CY	\$42.00	\$28.00	\$70.00
Dump Truck, 21CY-30 CY	\$47.00	\$28.00	\$75.00
Generator and Lighting	\$45.00	\$0.00	\$45.00
Grader w/ 12' Blade	\$85.00	\$35.00	\$120.00
Hydraulic Excavator, 1.5 CY	\$85.00	\$30.00	\$115.00
Hydraulic Excavator, 2.5 CY	\$100.00	\$30.00	\$130.00
Knuckleboom Loader	\$140.00	\$35.00	\$175.00
Laborer w/ Chain Saw	\$25.00	\$30.00	\$55.00
Laborer w/ small tools, traffic control, flag person	\$5.00	\$25.00	\$30.00
Lowboy Trailer w/ Tractor	\$62.00	\$28.00	\$90.00
Operations Manager w/ Cell Phone and Pickup	\$25.00	\$85.00	\$110.00
Pickup Truck, .5 Ton	\$40.00	\$25.00	\$65.00
Soil Compactor 81 HP+	\$45.00	\$25.00	\$70.00
Soil Compactor to 80 HP	\$35.00	\$25.00	\$60.00
Soil Compactor, Towed Unit	\$46.00	\$25.00	\$71.00
Truck, Flatbed	\$60.00	\$25.00	\$85.00
Tub Grinder, 800 to 1,000 HP	\$420.00	\$35.00	\$455.00
Water Truck	\$55.00	\$25.00	\$80.00
Wheel Loader, 2.5 CY, 950 or similar	\$95.00	\$30.00	\$125.00
Wheel Loader, 3.5-4.0 CY, 966 or similar	\$110.00	\$30.00	\$140.00
Wheel Loader, 4.5 CY, 980 or similar	\$130.00	\$30.00	\$160.00
Wheel Loader-Backhoe, 1.0-1.5 CY	\$95.00	\$30.00	\$125.00

FEE SCHEDULE

UNIT COST

ITEM	HAZARDOUS STUMP REMOVAL, HAULING, AND DISPOSAL	UNIT	UNIT COST
1	6 inch diameter to 12 inch diameter	Stump	\$250.00
2	13 inch diameter to 24 inch diameter	Stump	\$375.00
3	25 inch diameter to 48 inch diameter	Stump	\$525.00
4	49 inch diameter and greater	Stump	\$695.00
5	Stump Fill Dirt – Fill dirt for stump holes after removal	CY	\$10.00
HAZARDOUS TREE REMOVAL, HAULING, AND DISPOSAL			
6	6 inch diameter to 12 inch diameter	Tree	\$225.00
7	13 inch diameter to 24 inch diameter	Tree	\$425.00
8	25 inch diameter to 48 inch diameter	Tree	\$575.00
9	49 inch diameter and greater	Tree	\$695.00

NOTE:

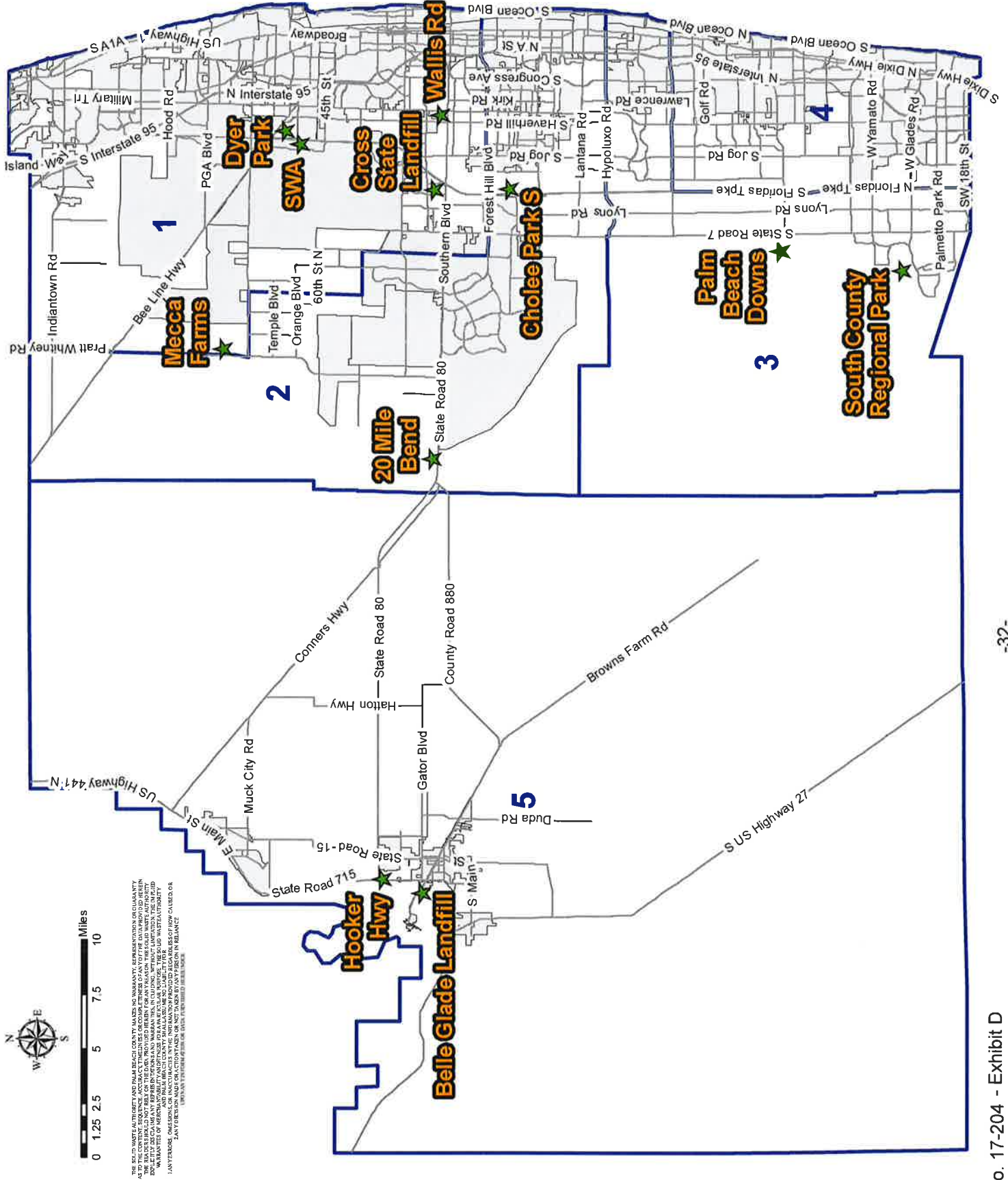
The **AUTHORITY** reserves the right to use this contract to handle small quantities of debris removal, as needed, related to a disaster event that does not qualify for FEMA assistance. This will include any disaster event that produces small quantities of debris.

REMOVAL, AND TRANSPORTING OF DEBRIS TO AN APPROVED SWA DISPOSAL/RECYCLING FACILITY	
EQUIPMENT	DAILY RATE (10 HRS/DAY)
Knuckleboom Loader and Operator	\$1,750.00

The above daily rate shall include all associated costs (direct labor, overhead, profit, supervision, insurance).



DEBRIS ZONES AND POTENTIAL TEMPORARY DEBRIS SITES



PUBLICLY OWNED DEBRIS MANAGEMENT SITES

SWA Temporary Debris Disposal Sites:

SITE	LOCATION
20-Mile Bend / Palm Beach Aggregates *	North side of Southern Boulevard approximately 4 miles west of Lion Country Safari
Belle Glade	West end of West Canal Street, South Belle Glade
Cholee Park	West of Jog Road on the south side of Forest Hill Boulevard across from the entrance to Okeeheelee Park
Cross State Landfill	Pike Road, West Palm Beach
Dyer Landfill (Closed)	South of Beeline Highway on the west side of Haverhill Road
Hooker Highway *	South side of Hooker Highway approximately 1 mile west of the intersection of State Road 80 and 441
Mecca Farms	Approximately 1 mile north of Northlake Boulevard on the east side of Seminole Pratt Whitney Road
Palm Beach Downs	Approximately ¾ mile west of 441 on West Atlantic Avenue
SWA North Jog Road	Located on Jog Road, West Palm Beach
South County Regional Park	Take Glades Road west of 441 approximately 2 miles to Ponderosa Drive and turn north to the site
Wallis Road	Located on the north side of Wallis Road between Haverhill Road and Military Trail

* Private Sites used in the past.

Solid Waste Authority of Palm Beach County
Disaster Debris Removal and Disposal

SOLID WASTE AUTHORITY**OF PALM BEACH COUNTY**

7501 North Jog Road

West Palm Beach, Florida 33412

Telephone: 561-640-4000 • Fax: 561-640-3400



**TASK ORDER
DISASTER DEBRIS MANAGEMENT**

TO _____
Task Order No. _____

In accordance with _____ (Contractor) contract, with the Solid Waste Authority of PBC, Florida, (AUTHORITY) Agreement No. 17-204F for Hurricane/Disaster Debris Removal, Reduction, and Disposal dated _____ the AUTHORITY hereby requests and authorizes the services to be performed on the project as described below:

Project: _____

Specific Work to be performed: _____

Duration of Work (Include Start Date, End Date and Total Calendar Days): _____

Method of Payment: _____

Estimated Cost of this Task Order: \$ _____

Contractor Signature: _____ Date: _____

AUTHORITY Signature: _____ Date: _____

SWA Use Only			
SWA Requestor/Monitor: _____		Date: _____	
SWA Dept. Director: _____		Date: _____	
Vendor No.: _____	Account No.: _____	Project: _____	
Purchasing: _____	Budget: _____	Accounting: _____	

MOBILIZATION SCHEDULE

CONTRACTOR shall commence mobilization of equipment, operators, and laborers immediately upon receipt of a Mobilization Task Order to meet the progress pattern set below.

	Category 1 & 2	Category 3	Category 4	Category 5
Within 24 hours	40%	25%	20%	15%
Within 48 hours	80%	40%	35%	25%
Within 72 hours	100%	75%	50%	45%
Within 96 hours		100%	70%	60%
Within 7 days			90%	80%
Within 10 days			100%	90%
Within 14 days				100%

BUY AMERICA REQUIREMENTS

Source of Supply – Steel and Iron (Federal Aid Contracts Only): For Federal-aid contracts, the Contractor will only use steel and iron produced in the United States, in accordance with the buy America provisions of 23 CFR 635.410. Contractor will ensure that all manufacturing processes for these materials occur in the United States. A manufacturing process is any process that modifies the chemical content, physical shape, size or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, pre-stressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the compensation or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. The Contractor shall provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the finished product was manufactured in the United States in accordance with the requirements of this provision. Such certification shall also include: (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced with the United States except for minimal quantities of foreign steel and iron and specify the actual value of the product. Each such certification shall be furnished to the AUTHORITY prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, Contractor shall furnish invoices to document the costs of such material, and obtain the AUTHORITY'S written approval prior to incorporating the material into the project.

PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE, _____, Inc., as Principal and _____ a Corporation, as Surety, are bound to the Solid Waste Authority of Palm Beach County, hereinafter referred to as "Authority", in the sum of _____ Dollars (up to \$10,000,000), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement dated _____, 20____ between Principal and Authority for Hurricane/Disaster Debris Removal, Reduction and Disposal, **Agreement No. 17-204F**, the Agreement being made a part of this bond by reference, in the time and in the manner prescribed in the Agreement, and;
2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials and supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement, and;
3. Pays Authority all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Authority sustains because of a default by Principal under the Agreement, and;
4. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement, and;
5. At completion of all work covered by Agreement and Final Payment by Authority to Principal then Principal will replace this Performance and Payment Bond with a Proposal Bond, in the amount of 5% of this Performance and Payment Bond, to be held by the Authority as a guarantee that Principal will provide to the Authority a Performance and Payment Bond in the amount of up to \$10,000,000 on the occasion of a subsequent Task Order in accordance with the above referenced Agreement;

then this bond is void; otherwise it remains in full force.

Surety shall be responsible for any and all liquidated damages imposed by the Authority for the referenced Agreement.

EXHIBIT I

Any changes in or under the Agreement Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety's obligation under this bond. Any increase in the total Agreement amount as authorized by the Authority shall accordingly increase the Surety's obligation by the same dollar amount of said increase. CONTRACTOR shall be responsible for notification to Surety of all such changes.

See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

Signed and sealed this _____ day of _____, 20____.

PRINCIPAL: _____

By: _____
Signature

Name: _____

Title: _____

Address: _____

Telephone: _____

SURETY: _____

By: _____
Signature

Name: _____

Title: _____

Address: _____

Telephone: _____

WITNESS:

1. _____

2. _____

WITNESS:

1. _____

2. _____

NOTE:

Date of Bond must not be prior to date of Agreement. If CONTRACTOR is a Partnership, all partners must execute bond.

IMPORTANT:

Surety companies executing bonds **must** appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida, and be pre-approved by the Authority.

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND
BERGERON EMERGENCY SERVICES, INC. FOR DISASTER DEBRIS
REMOVAL AND DISPOSAL SERVICES (PRESENTLY EXISTING UNDER
THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY REQUEST
FOR PROPOSALS (“RFP”) NUMBER 17-204/SLB)**

This is an Agreement (“Agreement”) dated _____, 2019, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and Bergeron Emergency Services, Inc., a Florida corporation (“Contractor”), with an address of 19612 SW 69th Place, Pembroke Pines, Florida 33332.

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

The Agreement existing between the Contractor and the Solid Waste Authority of Palm Beach County, dated May 5, 2017 for disaster debris removal and disposal services is effective through May 7, 2022. The Agreement is attached as Exhibit “A”, and made a part of and are incorporated into this Agreement by this reference; it shall be considered a part of this Agreement between the City and the Contractor. This Agreement between the City and Contractor is valid through May 7, 2022.

IN WITNESS OF THE FOREGOING, the parties have signed this Amendment, effective on the date first written above.

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

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

ANA M. GARCIA, ICMA-CM
CITY MANAGER

THOMAS J. ANSBRO,
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:
Bergeron Emergency Services, Inc.
a Florida corporation

Signature

PRINT Name

Title

DATED: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2019, by _____, as _____ of Bergeron Emergency Services, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)		
Approve resolution for hurricane preparedness funds		

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
DFA-19-028 Hurricane Reserves - Preparedness 2019 (Revised), Hurricane Preparedness Estimated Costs (Final), R-2019- Hurricane Reserves Appropriation for Hurricane Season Preparation



CITY OF DANIA BEACH FINANCE DEPARTMENT MEMORANDUM

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

FROM: Ana M. Garcia, City Manager, ICMA-CM DFA-19-028

BY: Nicki Satterfield, Finance Director

DATE: June 11, 2019

SUBJECT: Appropriation of Hurricane Reserves – Emergency Preparedness 2019

REQUEST

Approval of a resolution to appropriate hurricane reserves in the amount of \$100,000.00 for pre-storm emergency preparedness and post storm clean services for the 2019 hurricane season.

BACKGROUND

The Atlantic hurricane season occurs each year from June 1st to November 30th. In order to be prepared and ensure the safety and protection of both our residents and emergency response teams, the City Administration seeks to appropriate funds in advance. Our objective is for the City to be proactive rather than reactive as in the past. The procurement of certain supplies and materials, in advance using best practices, will help to ensure the City's ability to respond quickly, swiftly and safely during times of emergency, both before and after the storm. These items include but are not limited to additional satellite phones, chainsaws, safety equipment and sand which are not currently funded in the annual budget. The attached list is provided as a guide to some of the items deemed necessary to enable the City to properly prepare and respond to an emergency situation. Only necessary items will be procured. Items which are post storm are only procured if and when necessary.

BUDGETARY IMPACT

The City Commission has set the current hurricane emergency reserves equal to approximately two months of operating expenses or \$8.9M. The appropriation of the requested \$100,000.00 for emergency preparedness purposes will leave a remaining balance of approximately \$8.8M. Any remaining funds at 9-30-2019 will automatically be re-appropriated for fiscal year 2019-2020 as hurricane season runs through November 30th. Any remaining unexpended funds will automatically be returned the hurricane reserves.

RECOMMENDATION

City Administration recommends approval of this resolution to appropriate and expend funds in preparation of hurricane season to align with best practices for the safety of our citizens, staff and protection of City property. All purchases will be procured utilizing proper procurement methods as outlined in the City's procurement policy.

**Hurricane Preparedness
Expenditure Estimates**

<u>Item Description</u>	<u>Primary Purpose</u>	<u>General Use</u>	<u># of Units</u>	<u>Unit of Measure</u>	<u>Cost Per Unit</u>	<u>Total Estimated Cost</u>
Satellite Phones - 3 add'l	Communication	Communication - Emergency Response Teams and EOC	3	each	1,250.00	3,750.00
Satellite Service	Communication	Communication - Emergency Response Teams and EOC	3	each	750.00	2,250.00
Heavy Duty Garbage Bags	Debris Cleanup Operations	Debris Pickup - per case	40	case	40.00	1,600.00
Backpack Blowers	Debris Cleanup Operations	Debris Clean-up	3	each	410.00	
16" Chainsaws	Debris Cleanup Operations	Limb/Tree/Debris Removal	6	each	500.00	3,000.00
16" Chains for Saws	Debris Cleanup Operations	Limb/Tree/Debris Removal	144	each	22.00	3,168.00
Chainsaw Bars	Debris Cleanup Operations	Limb/Tree/Debris Removal	12	each	36.00	432.00
Chainsaw Rust Remover	Debris Cleanup Operations	Limb/Tree/Debris Removal	6	case	25.00	
Chainsaw Oil	Debris Cleanup Operations	Limb/Tree Removal - per case	6	case	57.00	342.00
2 Cycle Oil	Debris Cleanup Operations	Backpack/Chainsaw Equipment	6	case	65.00	390.00
Littersticks	Debris Cleanup Operations	Trash pickup	24	each	28.00	672.00
Onsite Fuel Tank Rental	Debris Cleanup Operations	Extended Cleanup - 4 weeks	1	1	8,000.00	8,000.00
Additional Fuel/Gas	Debris Cleanup Operations	Extended Cleanup - 4 weeks	7000	gallons	2.40	16,800.00
Crane Service	Protection of City Assets	Removal of Lifeguard Towers from Beach	1	1	3,000.00	3,000.00
Sand Bags - Bag Only	Public Safety	Bags for Sand	2000	each	1.50	3,000.00
Sand	Public Safety	Flood Prevention - Loose Sand for Bags	4	loads	600.00	2,400.00
Sand Bags - Pre-filled	Public Safety	Flood Prevention - Sand Bags	2490	each	2.75	6,847.50
Barricades	Public Safety	Safety	20	each	225.00	4,500.00
Caution Tape	Public Safety	Safety	20	rolls	10.00	200.00
Portable Pump Rental	Public Safety	Stormwater Backup Pumps - 4 weeks	3	each	3,500.00	10,500.00
Stormwater/Pump Belt Supplies/Tires/ Batteries	Public Safety	Stormwater Backup Pumps - 4 weeks	1	various	5,000.00	5,000.00
Work Gloves	Safety - DB Emergency Response Team	Safety Crew - Emergency Response Teams	75	each	11.00	825.00
Ear Protection	Safety - DB Emergency Response Team	Safety	20	each	27.00	540.00
Potable Drinking Water	Safety - DB Emergency Response Team	Post Storm Hydration for Emergency Response Teams	5	each	50.00	250.00
Bug Repellent	Safety - DB Emergency Response Team	Emergency Operations Center - Staff/Essential Personnel - Per C	3	case	60.00	180.00
Headlamps	Safety - DB Emergency Response Team	Safety Crew - Emergency Response Teams	24	each	30.00	720.00
Headlamp Batteries	Safety - DB Emergency Response Team	Safety Crew - Emergency Response Teams - 4pks	36	case	15.00	540.00
T-shirts - Long Sleeve - High Visibility	Safety - DB Emergency Response Team	Emergency Response Teams - Est. 30 people @ 3 ea.	90	each	20.00	1,800.00
Rain Jackets/Rain Suits - High Visibility	Safety - DB Emergency Response Team	Emergency Response Teams - Est. 30 people	30	each	30.00	900.00
Food Supplies	EOC/Essential Personnel	Emergency Operations Center - Staff/Essential Personnel	1	varied	1,000.00	1,000.00
Hotel Room - Morrison Hotel	EOC/Essential Personnel	Emergency Operations Center - Staff/Essential Personnel	10	each	110.00	1,100.00
Contingency						16,293.50
						100,000.00

(Current Rate for Labor Day Weekend - 4 nights);
Unless there is an exchange for services

RESOLUTION NO. 2019-056

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN APPROPRIATION FROM THE CITY OF DANIA BEACH HURRICANE RESERVES TO PAY FOR EXPENSES RELATED TO HURRICANE SEASON PREPARATION AND RELATED MATTERS AND SUPPLIES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); PROVIDING FOR FUNDING; 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 Atlantic hurricane season occurs each year, from June 1st to November 30th.

Section 2. That in preparation for hurricane season, the City of Dania Beach for the safety and protection of both its residents and emergency response teams, finds it is necessary to purchase certain services, supplies and materials in advance to ensure the ability to respond quickly, swiftly, and safely during times of emergency, including but not limited to satellite phones, chainsaws, safety equipment and uniforms, and sand which are not funded in the annual budget.

Section 3. That the City Administration will be filing for any insurance proceeds or FEMA Assistance as applicable to defray these expenses which will be paid to various vendors for services provided.

Section 4. That the City Commission authorizes use and appropriation of hurricane reserves from account 001-271-08-00 in an initial amount of One Hundred Thousand Dollars (\$100,000.00) to the General Fund Administration Hurricane Expenses Account #001-18-00-519-52-90 necessary to pay all related expenses with regard to hurricane preparations.

Section 5. That any unused funds as of September 30, 2019 will automatically be re-appropriated for the same purpose on October 1, 2019 for the fiscal year 2019-2020 budget.

Section 6. Than any unused funds will automatically be returned to the hurricane reserves.

Section 7. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 8. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 11, 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 URGING STATE ACTION TO ADDRESS THE PROLIFERATION AND ENVIRONMENTAL IMPACT OF SINGLE-USE PLASTIC BAGS; URGING THE LEGISLATIVE ADOPTION OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FEBRUARY 1, 2010, STUDY RECOMMENDING STATE ACTION REGARDING SINGLE-USE PLASTIC BAGS; OPPOSING CONTINUED PREEMPTION OF LOCAL LEGISLATIVE EFFORTS TO ADDRESS THE PROLIFERATION OF SINGLE-USE PLASTIC BAGS IF THE STATE IS REFUSING TO TAKE ACTION AND SUPPORTING INITIATIVES BY LOCAL MUNICIPALITIES IN FLORIDA TO LESSEN THE NEGATIVE IMPACT OF SINGLE-USE PLASTIC BAGS ON THE ENVIRONMENT

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

R-2019- Single-Use Plastic Bag Ban

RESOLUTION NO. 2019-057

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING STATE ACTION TO ADDRESS THE PROLIFERATION AND ENVIRONMENTAL IMPACT OF SINGLE-USE PLASTIC BAGS; URGING THE LEGISLATIVE ADOPTION OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FEBRUARY 1, 2010, STUDY RECOMMENDING STATE ACTION REGARDING SINGLE-USE PLASTIC BAGS; OPPOSING CONTINUED PREEMPTION OF LOCAL LEGISLATIVE EFFORTS TO ADDRESS THE PROLIFERATION OF SINGLE-USE PLASTIC BAGS IF THE STATE IS REFUSING TO TAKE ACTION AND SUPPORTING INITIATIVES BY LOCAL MUNICIPALITIES IN FLORIDA TO LESSEN THE NEGATIVE IMPACT OF SINGLE-USE PLASTIC BAGS ON THE ENVIRONMENT; PROVIDING FOR CONFLICT; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach is diligent in its efforts to preserve its beautiful environment, including its ocean, waterways, Everglades and land in between, which is so vital to the regional economy and the State of Florida; and

WHEREAS, it is well understood that plastic bags are detrimental to the environment because they do not fully degrade in the oceans or land environment and introduce unsafe chemicals into the environment; and

WHEREAS, plastic bags create the potential for death of marine animals through entanglement and ingestion, as well as the potential for poisoning through the ingestion of micro-plastics, which are the product of the partial degradation of the plastic bags; and

WHEREAS, the expansive usage of single-use shopping bags and their low disposal and recycling rates creates an impediment to the City's waste reduction and recycling goals while creating unsightly litter and pollution; and

WHEREAS, single-use plastic bags are difficult to recycle and frequently contaminate material that is processed through the City's curbside recycling program; and

WHEREAS, reusable bags are considered to be the best option to reduce waste and litter, protect wildlife and conserve resources; and

WHEREAS, the City of Dania Beach applauds those businesses and residents who have taken affirmative and proactive steps towards the goal of reducing single-use plastic bags in the distribution chain and environment; and

WHEREAS, the Florida Legislature passed a law in 2008 which stated “[t]he Legislature finds that prudent regulation of recyclable materials is crucial to the ongoing welfare of Florida’s ecology and economy” (Fla. Stat. Section 403.7033); and

WHEREAS, the Florida Legislature, through the enactment of Florida Statutes Section 403.7033, directed that “the Department of Environmental Protection shall undertake an analysis of the need for new or different regulation of auxiliary containers, wrappings, or disposable plastic bags used by consumers to carry products from retail establishments. The analysis shall include input from state and local government agencies, stakeholders, private businesses, and citizens, and shall evaluate the efficacy and necessity of both statewide and local regulation of these materials. To ensure consistent and effective implementation, the Department shall submit a report with conclusions and recommendations to the Legislature no later than February 1, 2010.”; and

WHEREAS, the Florida Department of Environmental Protection (“FDEP”) issued and transmitted a report on February 1, 2010, titled *Retail Bags Report to Legislature*, which outlined “how improperly discarded plastic bags can affect wildlife, marine life, landfill operation and flood control systems and explores the various approaches that other states and countries have taken to address this issue. Included in the report is a wide-ranging set of options for decreasing the number of bags being used as well as increasing the number of bags being recycled” (<https://floridadep.gov/waste/waste-reduction/content/retail-bags-report>); and

WHEREAS, the FDEP’s 2010 report concluded “there are ways to reduce our dependency on these bags and to properly reuse or dispose of them” and recommended “that the Legislature review the available options and take action to discourage the use of single-use paper and plastic retail bags and encourage the use of reusable retail bags.” (<https://floridadep.gov/waste/waste-reduction/content/retail-bags-report>); and

WHEREAS, Florida Statute Section 403.7033, however, commands that “[u]ntil such time that the Legislature adopts the recommendations of the department, no local government, local governmental agency, or state government agency may enact any rule, regulation, or ordinance regarding use, disposition, sale, prohibition, restriction, or tax of such auxiliary containers, wrappings, or disposable plastic bags.”; and

WHEREAS, since the 2010 FDEP report the Florida Legislature has taken no action as recommended by FDEP and has not adopted the FDEP study; and

WHEREAS, in 2019, a proposed bill to repeal the preemption on any local efforts to pass any regulation or ordinance on single-use plastic bags failed to pass a single committee of the Florida Legislature (<https://www.flsenate.gov/Session/Bill/2019/00088>); and

WHEREAS, a Circuit Court in and for the 11th Judicial Circuit has found that the preemption in Florida Statutes Section 403.7033 is unconstitutional and upheld the City of Coral Gables' regulation of single-use plastic bags (<https://resource-recycling.com/plastics/wp-content/uploads/sites/4/2017/05/Feb.27-CoralGables-decision.pdf>); and

WHEREAS, according to publicly available sources, three states have passed regulations intended to reduce single-use plastic and paper bags (Hawaii, California and New York); and

WHEREAS, it is reported that at least 345 municipalities in 25 states have adopted bans, fees, or both on single-use plastic and paper bags (http://publicfiles.surfrider.org/Plastics/Plastic_Bag_Law_Activist_Toolkit_2019.pdf); and

WHEREAS, it was reported that 32 countries have in place some sort of regulation intended to reduce the proliferation of single-use plastic bags, through outright ban or otherwise (<https://www.reusethisbag.com/articles/where-are-plastic-bags-banned-around-the-world>); and

WHEREAS, Florida Governor Ron DeSantis recently stated, in his veto of legislation which would prohibit local jurisdictions from banning single-use plastic straws:

a. "These measures have not, as far as I can tell, frustrated any state policy or harmed the state's interests. In fact, the Florida Department of Environmental Protection has encouraged Florida residents, schools and businesses to reduce plastic straw use."; and

b. In a brief but very powerful reminder of the fundamental philosophical foundations of local democracy, the Governor concluded: "Under these circumstances, the State should simply allow local communities to address this issue through the political process. Citizens who oppose plastic straw ordinances can seek recourse by electing people who share their views." (<https://www.flgov.com/wp-content/uploads/2019/05/05.103.pdf>); and

WHEREAS, if the State does not act to regulate the proliferation of single-use shopping bags and take comprehensive and meaningful actions to reduce the negative impact on the environment, municipalities and counties should be permitted to work together to enact regulations governing the proliferation of single-use plastic checkout bags; and

WHEREAS, the City of Dania Beach believes all residents and businesses can work cooperatively and play a meaningful role to reduce the proliferation of single-use plastic bags by reducing the reliance on single-use plastic bags through the use of reusable shopping bags and can reduce the negative impact of single-use plastic bags on the environment by properly disposing the bags;

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

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed to be true and correct and they are made a part of and are incorporated into this Resolution by this reference.

Section 2. That the City Commission of the City of Dania Beach, Florida is committed to the long-term goal of reducing the harms of plastic pollution on our fragile environment and committed to ensuring a thriving, attractive and safe environment for current and future residents and tourists.

Section 3. That the City Commission of the City of Dania Beach, Florida urges the Florida Legislature and Governor to take comprehensive and meaningful action to reduce and mitigate the proliferation of single-use plastic bags and the negative impact on the environment.

Section 4. That the City Commission of the City of Dania Beach, Florida urges the Florida Legislature to adopt the findings of the February 1, 2010 Florida Department of Environmental Protection titled *Retail Bags Report to Legislature*.

Section 5. That if the Florida Legislature will not take action on the proliferation of single-use plastic bags, the City Commission of the City of Dania Beach, Florida opposes continued preemption of local efforts to address both use and disposal of single-use plastic bags.

Section 6. That the City Commission of the City of Dania Beach, Florida supports initiatives by local municipalities to lessen the negative impact of single-use plastic bags on the environment, including promotion of reusable shopping bags as the best alternative to single-use plastic bags.

Section 7. That the City Commission further directs the City Clerk to transmit a copy of this Resolution to the Broward County Board of County Commissioners, Broward League of Cities, the Florida League of Cities, the Broward County Legislative Delegation, the Palm Beach

County League of Cities, the Miami-Dade County League of Cities, the National League of Cities, the U.S. Congressional Legislative Delegation for Florida and any other interested parties.

Section 8. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 9. That if any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 10. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 11, 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: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 17, ENTITLED “OFFENSES - MISCELLANEOUS”, ARTICLE VIII, ENTITLED “SEXUAL VIOLATORS”, SECTION 17-128, ENTITLED “SEXUAL VIOLATOR RESIDENCY PROHIBITION”, OF THE CITY CODE OF ORDINANCES, TO SPECIFY THAT THE PROVISION OF THE RESIDENCY PROHIBITION APPLIES TO OFFENSES COMMITTED AFTER JUNE 28, 2005
(SECOND READING)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Proposed Amendment to Section 17-128, O-2019-007 Amending Section 17-128 Sexual Violator Residency Prohibition



City of Dania Beach City Attorney's Office

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) – 921-2604 (fax)

MEMORANDUM

Date: May 16, 2019

To: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, ICMA-CM, City Manager

VIA: Thomas J. Ansbro, City Attorney 

CC: Captain Daniel J. Marks, Broward County Sheriff's Office

RE: Proposed Amendment to Section 17-128, "Sexual Violator Residency Prohibition" of the City Code of Ordinances; Clarification of the Application of Ordinance (to apply to Offenses Committed after June 28, 2005)

The Request

The City Commission is requested to pass the subject Ordinance on first reading.

Background

The City adopted a "sexual violator residency" ordinance on June 28, 2005, in which "sexual violators" are prohibited from residing within two thousand five hundred (2,500) feet of any school, day care center, park or playground. A "sexual violator" is defined in the ordinance as "any person who has been convicted of any felony sexual offense in any state in the United States at any time, regardless of whether adjudication has been withheld, in which the victim of the offense was less than sixteen (16) years of age, as that term was applied and used by the state in which the person was convicted".

There have been a number of recent court challenges to similar ordinances. The challenges claim that sexual offenses committed before such an ordinance was adopted and became effective are unconstitutional, in that they apply to offenses which occurred before the ordinance was adopted. This is referred to as an "ex post facto" (after the fact matter).

To address the matter, the City ordinance needs to be amended to clearly provide that it applies to sexual conduct offenses (as described above) which were committed after the date that the City ordinance became effective, i.e., June 28, 2005, when it was adopted by the City Commission.

Budgetary Impact

There is no budgetary impact.

Recommendation

A copy of an ordinance amendment is attached and recommended for adoption.

TJA:la

Attachments: Proposed Amended Ordinance

ORDINANCE NO. 2019-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED "OFFENSES - MISCELLANEOUS", ARTICLE VIII, ENTITLED "SEXUAL VIOLATORS", SECTION 17-128, ENTITLED "SEXUAL VIOLATOR RESIDENCY PROHIBITION", OF THE CITY CODE OF ORDINANCES, TO SPECIFY THAT THE PROVISION OF THE RESIDENCY PROHIBITION APPLIES TO OFFENSES COMMITTED AFTER JUNE 28, 2005; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That Article VIII, entitled "Sexual Violators" of Chapter 17, entitled "Offenses - Miscellaneous", Section 17-128, "Sexual Violator Residency Prohibition", of the City Code of Ordinances, is amended to read as follows:

Sec. 7-128. – Sexual violator residency prohibition.

• • •

(h) The provisions of this Section apply to sexual violators who committed an offense after June 28, 2005.

Section 2. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance, are repealed to the extent of such conflict.

Section 4. That this Ordinance shall take full effect immediately upon its passage and adoption.

PASSED on first reading on May 28, 2019.

PASSED AND ADOPTED on second reading on June 11, 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: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 17, ENTITLED “OFFENSES - MISCELLANEOUS”, ARTICLE IV, ENTITLED “NOISE”, SECTION 17-80, ENTITLED “DEFINITIONS”; SECTION 17-84, ENTITLED “SPECIAL PERMITS”, AND SECTION 17-88, ENTITLED “SPECIFIC PROHIBITIONS” OF THE CITY CODE OF ORDINANCES, TO ADD A DEFINITION FOR THE TERM “HEAVY EQUIPMENT”, TO REVISE THE SPECIAL PERMIT FEE FOR APPLICATIONS SEEKING TEMPORARY APPROVAL OF ACTIVITIES THAT CAUSE NOISE EXCEEDING CODE REQUIREMENTS; TO ADDRESS HOURS OF CONSTRUCTION ACTIVITIES AND ACTIVITIES INVOLVING DEMOLITION AND USE OF HEAVY EQUIPMENT

Purchasing Requests ONLY

Dept:

Acct #:

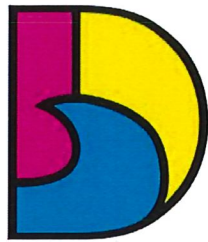
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo re Amending Chapter 17, Article IV - Noise, O-2019-008 Amending Chapter 17, Article IV - Noise



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
DEPARTMENT
MEMORANDUM**

DATE: June 11, 2019

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Marc C. LaFerrier, AICP, Director 

RE: The applicant, City of Dania Beach, is requesting to Amend the City Code of Ordinances, Chapter 17 Article IV - Noise (Second Reading)

The Request

To amend the Noise Regulations, Chapter 17 Article IV – Noise.

Background

The first reading of this Ordinance was approved by the City Commission at the May 28th meeting. At that meeting, the Vice Mayor requested additional code amendments regarding improvements to noise regulations related impacts to residential properties. Staff indicated that the additional amendments are being prepared and will be provided to the City Commission for their consideration at the June 25, 2019 meeting.

The City has seen an increase in residential and commercial construction activity. The intersection of this new development in and around residential properties has caused the City to review elements of the *Noise Ordinance* to balance the needs of development and the residents' quiet enjoyment of their property. The amendment seeks to lessen the impact of noise from demolition and heavy equipment during certain hours and days. The amendment expands the criteria by which a special permit to the Noise Ordinance may be granted for the construction activity.

Proposed changes would include:

- Establishes a new schedule for construction hours: : 7:00 a.m. to 7:00 p.m., Monday through Friday and 8:00 a.m. to 5:00 p.m., Saturdays, Sundays and holidays.
- Establishes a separate schedule for demolition and heavy equipment use:: 9:00 a.m. to 4:00 p.m., Monday to Saturday.
- Increases Special Permit Requests fee of two hundred dollars (\$200.00) shall accompany the application.
- Add a definition for heavy equipment, bulldozers, earthmovers, jackhammers and similar construction equipment that may create significant noise and impacts to surrounding properties and uses.

Recommendation

Approve the proposed Code Amendment for the second reading.

ORDINANCE NO. 2019-008

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, ENTITLED "OFFENSES - MISCELLANEOUS", ARTICLE IV, ENTITLED "NOISE", SECTION 17-80, ENTITLED "DEFINITIONS"; SECTION 17-84, ENTITLED "SPECIAL PERMITS", AND SECTION 17-88, ENTITLED "SPECIFIC PROHIBITIONS" OF THE CITY CODE OF ORDINANCES, TO ADD A DEFINITION FOR THE TERM "HEAVY EQUIPMENT", TO REVISE THE SPECIAL PERMIT FEE FOR APPLICATIONS SEEKING TEMPORARY APPROVAL OF ACTIVITIES THAT CAUSE NOISE EXCEEDING CODE REQUIREMENTS; TO ADDRESS HOURS OF CONSTRUCTION ACTIVITIES AND ACTIVITIES INVOLVING DEMOLITION AND USE OF HEAVY EQUIPMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That Article IV, entitled "Noise" of Chapter 17, entitled "Offenses - Miscellaneous", Section 17-80, "Definitions", to add a definition, Section 17-84, "Special Permits", to revise the special permit fee for applications seeking temporary approval of activities that cause noise exceeding code requirements, Section 17-88, "Specific Prohibitions" to address hours of construction activities as well as demolition activities and use of heavy equipment, of the City Code of Ordinances, is amended to read as follows:

• • •

Sec. 17-80. – Definitions.

Heavy equipment: Bulldozers, earthmovers, jackhammers and similar construction equipment that may create significant noise and impacts to surrounding properties and uses.

• • •

Sec. 17-84. – Special permits.

Any person desiring relief from any provision of this article shall apply for a special permit to cause or create a noise at sound levels which would otherwise be in violation of this article. Applications for a special permit shall be made in writing to the city manager on forms provided for that purpose. Payment of a fee of ~~twenty dollars (\$20.00)~~ two hundred dollars (\$200.00) shall accompany the application. The city manager shall grant ~~said~~ the special permit upon a showing by the applicant that:

• • •

(d) The application has been approved by the ~~public safety director~~ Community Development Director,

(e) The activity will be conducted in a manner that mitigates, limits and minimizes excessive sound levels by using all available measures.

• • •

Sec. 17-88 – Specific prohibitions.

• • •

(f) ~~Construction and demolition.~~ The operating of any equipment used in ~~C~~onstruction work within fifty (50) meters (fifty-two (52) yards) of any residential or noise sensitive area is ~~allowed between the hours of 9:00 p.m. to 7:00 a.m. on weekdays and Saturdays and 9:00 p.m. to 8:00 a.m. on Sundays and holidays 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. Saturdays, Sundays and holidays, except for emergency work or as provided by a special permit issued pursuant to Sec. 17-84.~~

(g) Demolition of structures; operation of heavy equipment. Demolition activities and the use of heavy equipment is only allowed between the hours of 9:00 a.m. to 4:00 p.m., Monday to Saturday.

~~(g)~~ (h) Powered model vehicles. The operating of, or permitting the operating of, powered motor vehicles:

• • •

~~(h)~~ (i) Emergency signaling devices.

• • •

Section 2. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance, are repealed to the extent of such conflict.

Section 4. That this Ordinance shall take full effect immediately upon its passage and adoption.

PASSED on first reading on May 28, 2019.

PASSED AND ADOPTED on second reading on June 11, 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: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE REQUEST FOR A WAIVER (WA-35-19) FROM THE ONE THOUSAND (1000) FOOT DISTANCE SEPARATION REQUIREMENT PERTAINING TO THE SALE OF ALCOHOLIC BEVERAGES, SUBMITTED BY TRIPP SCOTT, PA ON BEHALF OF THE PROPERTY OWNER, HOWARD GROUP, INC., FOR PROPERTY GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF RAVENSWOOD ROAD AND SOUTHWEST 42ND STREET WITHIN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A;"

Purchasing Requests ONLY

Dept:

Acct #:

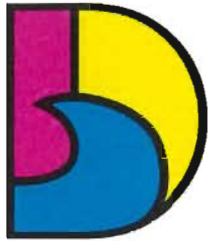
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

McAloon CM, McAloon SR OPT, R-2019- Howard Group, Inc. Waiver of Alcohol Separation (WA-35-19), McAloon ap & backup OPT



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DATE: June 11, 2019

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Marc C. LaFerrier, AICP, Director
Corinne Lajoie, AICP, Planning and Zoning Manager *CL*

RE: **WA-35-19:** The applicant, Gregory McAloon, Esq., on behalf of the property owner Howard Group Inc., is requesting an alcoholic beverage waiver for the property located at 4201 Ravenswood Road.

The Request

WAIVER

To allow a two hundred foot (200') separation from another establishment selling alcohol, the Land Development Code requires a minimum separation of one thousand feet (1,000'); per Section 110-50.

Background

May 9, 2014 a Business Tax Receipt (BTR) was issued for a sales office for packaged frozen food to Hotpie Int.

June 6, 2018 a BTR was issued for a restaurant and takeout service.

Across the street, approximately two hundred feet (200'), to the north is a convenience store that sells alcohol. To the south, approximately four hundred feet (400') away, is the Rustic Inn restaurant that also sells alcohol.

Budgetary Impact

This is an existing restaurant site. Therefore, limited budgetary impact are anticipated.

Recommendation

Approve.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: June 11, 2019

TO: Marc C. LaFerrier, AICP, Director

FROM: Corinne Lajoie, AICP, Planning and Zoning Manager *CLajoie*

RE: **WA-35-19:** The applicant, Gregory McAloon, Esq., on behalf of the property owner Howard Group Inc., is requesting an alcoholic beverage waiver for the property located at 4201 Ravenswood Road.

The Request

WAIVER

To allow a two hundred foot (200') separation from another establishment selling alcohol, the Land Development Code requires a minimum separation of one thousand feet (1,000'); per Section 110-50.

Property Information

EXISTING ZONING:	Community Business District (C-2)
LAND USE DESIGNATION:	Industrial

Code Violations

There are no Code Compliance violations nor City Liens on record for the subject property.

The subject property is an existing Caribbean restaurant located at the south west corner of Ravenswood Road and SW 42 Street. The applicant is requesting approval to sell beer and wine at their location for consumption on premises with a 2COP license from the state, which is approximately 200 feet from the Super Store Food Stores convenience store to the north, which sells beer and wine for consumption off premises under a 2AP license. In addition, the Rustic Inn restaurant is located approximately 400 feet south of the subject property and serves liquor, beer and wine for consumption on premises under a 4COP license. The applicant is requesting a variance to waive the 1,000 foot separation requirement from another facility selling alcohol.

Article 110 of the City's LDC states, such request shall be referred to the Planning and Zoning Board for recommendation and the City Commission shall determine if the application meets the criteria identify in Section 110-50 (E), which are identified below.

(a) That the waiver maintains the stability and appearance of the community; and

(b) That the waiver will not adversely impact the public interest or adjacent property and all necessary alternative measures shall be taken by the applicant to prevent any such impact; and

(c) That the sale of liquor in addition to beer and wine at the requested location will not cause a detrimental impact to the value of existing contiguous uses, to uses in the general area and to the zoning district where the sale is to be located; and

(d) Any applicant for a waiver of the proximity requirement must be enrolled in the Florida Responsible Vendor Program administered by the Division of Alcoholic Beverages and Tobacco, and must continue to be a member in the responsible vendor program as a condition of obtaining the waiver.

The applicant has provided written justification identifying how his request is consistent with these criteria.

Planning and Zoning Board Recommendation

On May 22, 2019 the Planning and Zoning Board recommended approval of the request.

Staff Recommendation

Approve

RESOLUTION NO. 2019-058

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST FOR A WAIVER (WA-35-19) FROM THE ONE THOUSAND (1000) FOOT DISTANCE SEPARATION REQUIREMENT PERTAINING TO THE SALE OF ALCOHOLIC BEVERAGES, SUBMITTED BY TRIPP SCOTT, PA ON BEHALF OF THE PROPERTY OWNER, HOWARD GROUP, INC., FOR PROPERTY GENERALLY LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF RAVENSWOOD ROAD AND SOUTHWEST 42ND STREET WITHIN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A;" PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 28, Part 1 of the Dania Beach Land Development Code (the "LDC"), Section 110-50(E), entitled "Proximity of Alcoholic Beverage Establishments to Other Establishments and Uses," states that an Applicant for a license to sell liquor, in addition to beer and wine, within one thousand (1,000) feet of another place of business so licensed, may apply for a Waiver of the proximity requirements set forth in Section 110-50(B)(9); and

WHEREAS, Tripp Scott, PA, on behalf of the property owner, The Howard Group, Inc. (the "Applicant"), has requested a Waiver (WA-35-19) of the distance separation requirement for property located at 4201 Ravenswood Road, legally described in Exhibit "A," pursuant to Section 110-50(E) of the LDC; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, has reviewed this Resolution at a duly noticed hearing on May 22, 2019 and recommended its approval; and

WHEREAS, the City Commission has determined that the Applicant has met the criteria for a Waiver of the distance separation requirement by a preponderance of the evidence; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the approval of the Waiver request (WA-35-19) is consistent with the LDC and Comprehensive Plan.

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

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution.

Section 2. That pursuant to Chapter 28 “Land Development Code,” Part 1 “Use Regulations,” Article 110 “Use Regulations For Commercial And Mixed Used Districts,” of the City Code, the Waiver request (WA-35-19), as shown on Exhibit “B” is hereby approved.

Section 3. That the issuance of a Waiver 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 undertake actions that result in a violation of state or federal law.

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

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

PASSED AND ADOPTED on June 11, 2019.

ATTEST:

THOMAS SCHNEIDER
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Lot 4, Block 4, PLAT OF SECTIONS 28, 29, 31, and 32, TOWNSHIP 50 SOUTH, RANGE 40 EAST, according to the plat thereof, recorded in Plat Book 2, at Page 32, of the Public Records of Dade County, Florida, being now located in Broward County, Florida, said land being more particularly described as follows:

The North 105 feet of the East 135 feet thereof, less and except so much thereof as is used for road purposes and also less therefrom Parcel No. 234 as described in that certain Warranty Deed Recorded in O.R. Book 16832, at Page 520, of the Public Records of Broward County, FL, for additional right-of-way.

Begin at a point 105 feet South of the Northeast corner of Lot 4, in Block 4, of the subdivision of Section 29, Township 50 South, Range 42 East, according to the plat thereof, recorded in Plat Book 2, at Page 32, of the Public Records of Dade County, Florida; thence West 135 feet to a point; thence South 60 feet to a point; thence East 135 feet to a point; thence North 60 feet to the Point of Beginning; said lands, situate, lying and being in Broward County, Florida.

Less and Except therefrom:

All that part of the South 70.0 feet of the North 105.0 feet of Lot 4, Block 4, of the subdivision of Section 29, Township 50 South, Range 42 East, as recorded in Plat Book 2, at Page 32, of the public records of Dade County, Florida, lying within 35.0 feet of the East boundary of said Section 2.

EXHIBIT “B”

WAIVER REQUEST (WA-35-19)



City of Dania Beach

100 W Dania Beach Blvd

Dania Beach, FL 33004

954-924-6800 x3401 FAX: 954-922-5619

Municipal Lien Search Request

JUN 25 2019

CK# 608261

\$100.00 Fee per Lien Search, Processing Time 5 Business Days

ALL REQUESTS MUST BE ACCOMPANIED BY A CHECK WITH THE APPROPRIATE FEE FOR EACH INDIVIDUAL TAX FOLIO NUMBER. COMPLETED REQUESTS WILL BE RETURNED VIA FAX OR E-MAIL. PLEASE SEND A SELF ADDRESSED STAMPED ENVELOPE IF YOU WISH TO RECEIVE THE ORIGINAL COPY OF A SEARCH. UPDATES CAN BE PROVIDED BY FAX OR E-MAIL IF REQUESTED AT LEAST 24 HOURS BEFORE CLOSING.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

DATE REQUESTED: 4/25/19

FROM: Gregory M. Alkon

PHONE: 954-765-2920

110 SE 6th Street

FAX: 954-761-8475

Ft. Lauderdale, FL 33301

EMAIL: gmc@trippscott.com

PROPERTY FOLIO #: 5042 29011280

PROPERTY ADDRESS: 4201 Ravenswood Rd, Dania Beach, FL 33312

SELLER'S NAME: N/A

CITY OF DANIA BEACH WILL COMPLETE THE FOLLOWING INFORMATION:

UTILITY ACCOUNT INFORMATION:

☒ THIS PROPERTY IS NOT SERVICED BY CITY OF DANIA BEACH WATER UTILITY. THE PROPERTY MAY BE SERVICED BY BROWARD COUNTY, THE CITY OF FORT LAUDERDALE OR THE CITY OF HOLLYWOOD.

☐ THIS PROPERTY IS SERVICED BY A MASTER WATER METER. PLEASE CONTACT THE ASSOCIATION FOR ADDITIONAL INFORMATION.

ACCT. #: AMOUNT DUE: \$ DEPOSIT: \$ ACCOUNT CURRENT (Y/N) O

ACCT. #: AMOUNT DUE: \$ DEPOSIT: \$ ACCOUNT CURRENT (Y/N) O

ACCT. #: AMOUNT DUE: \$ DEPOSIT: \$ ACCOUNT CURRENT (Y/N) O

ADDITIONAL INFORMATION:

OTHER BALANCES/ACCOUNTS DUE:

☐ CODE VIOLATION: CASE# CONTACT CODE ENFORCEMENT @ 954-924-6810

☒ OPEN BUILDING PERMITS MAY EXIST ON THIS PROPERTY. CONTACT BUILDING & ZONING @ 954-924-8806 or 954-924-6800 x3633

☐ A BUSINESS TAX RECEIPT MAY BE REQUIRED FOR THIS PROPERTY. CONTACT THE BUSINESS TAX DIV. 954-924-6800 x3401

☒ OTHER AMOUNTS DUE/PENDING. invoice # 2010-00000018 - \$100 - Fire inspection

PROPERTY AS REFERENCED IS CLEAR OF LIENS PLACED BY THE CITY OF DANIA BEACH: (Y/N) O

☐ PLEASE SEE ATTACHED LIEN CALCULATION(S)

SPECIAL ASSESSMENTS ARE ON TAX BILLS FROM THE COUNTY.

DISCLAIMER OF LIABILITY: THE PERFORMANCE OF THE LIEN SEARCH BY THE CITY OF DANIA BEACH WILL NOT RELIEVE THE REQUESTING PARTY FROM THE RESPONSIBILITY OF SEARCHING THE PUBLIC RECORDS OF BROWARD COUNTY, FOR ANY AND ALL LIENS OR OTHER DOCUMENTS RECORDED BY THE CITY OF DANIA BEACH AGAINST THE PROPERTY AND/OR PROPERTY OWNER. THE FOREGOING INFORMATION IS BELIEVED TO BE RELIABLE, BUT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY THE CITY OF DANIA BEACH. IN NO EVENT SHALL THE CITY OF DANIA BEACH BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OF ANY KIND OF NATURE WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH THE PROVISION OF THIS INFORMATION. THIS INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

PREPARED BY: M. Jelaso

DATE: 05/01/19

Invoice**City of Dania Beach**

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

Finance Department

Office (954) 924-6800 Opt 5

Fax (954) 922-5619

e-mail: billing@ci.dania-beach.fl.us

Invoice #:	FI-2010-00000018
Date:	07/27/2010
Due Date:	08/27/2010
Payment Due:	Net 20 Days
Total Due:	\$100.00

Customer: YELLOW AIR TAXI
 FRIENDSHIP AIRWAYS, INC
 4201 RAVENSWOOD RD
 FT. LAUDERDALE, FL 33312

Customer #: 3338**Description:** FIRE INSPECTION**Location:** YELLOW AIR TAXI

Charge Type	Comments	Charge Amount
Fire Inspection	Fire Inspection Fee 10-7983. Annual Inspection 7/16/2010.	\$100.00

 Please reference Invoice Number on your check: 2010-00000018

REMIT PAYMENT TO:
 City of Dania Beach
 100 W Dania Beach Blvd.
 Dania Beach, FL 33004

CUSTOMER #: 3338
 YELLOW AIR TAXI
 FRIENDSHIP AIRWAYS, INC
 4201 RAVENSWOOD RD
 FT. LAUDERDALE, FL 33312

ME-224661

Invoice Total: \$100.00

Amount
Enclosed:



GREGORY A. MCALOON
Direct Dial: 954.765.2920
Email: gmc@trippscott.com

March 4, 2019

VIA HAND DELIVERY

CITY OF DANIA BEACH, FLORIDA
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING AND ZONING DIVISION
100 W DANIA BEACH BLVD
DANIA BEACH, FL 33004

**Re: Alcoholic Beverage Waiver Application –
4201 Ravenswood Road, Dania Beach, FL 33312**

Dear Department of Community Development,

Island Joes Cafe, Inc., (“Applicant”), operates a local café in Dania Beach serving Caribbean food to the surrounding area and is located at 4201 Ravenswood Road, Dania Beach, FL 33312. Applicant is requesting a waiver pursuant to Sec. 110-50.E, City of Dania Beach Land Development Code to allow service of beer and wine pursuant to a 2COP license. Currently, the Property is located within 1,000 feet of another alcohol service establishment. Therefore, Applicant is requesting a waiver from the alcoholic distance separation requirement and pursuant to the procedure put forth in the City of Dania Beach Land Development Code. Please see a detailed description of the request below.

I. Property Description & Existing Development

Applicant’s business is located at 4201 Ravenswood Road, Dania Beach, FL 33312 (the “Property”) (Folio ID: 5042 29 01 1280 and 5042 29 01 1270). The Property is zoned C-2 and is located on the corner of SW 42nd Street and Ravenswood Road, immediately west of I-95. The surrounding area is typified by heavier commercial uses, offices, and light industrial uses consistent with the C-2, C-3, and IROM-AA zoning districts. Additionally, a large area to the west is either parking or vacant land, zoned airport, and owned by Broward County. Immediate surrounding uses include: a convenience store, restaurant, yacht servicing establishment, surface parking to the north, an RV center to the east, and vacant unimproved land to the south and west. The only residential use in the area is one four-plex to the northeast and it borders a surface parking lot.

There are two establishments which serve alcohol within 1,000 feet of the Property. Super Stop Food Stores, (“Super Stop”), which is a small convenience store located approximately 200 feet from the Property when measured door to door. Super Stop owns a 2AP

110 Southeast Sixth Street, Fifteenth Floor • Fort Lauderdale, Florida 33301

Post Office Box 14245 • Fort Lauderdale, Florida 33302

Tel 954.525.7500 • Fax 954.761.8475 • www.trippscott.com

Fort Lauderdale • Boca Raton • Tallahassee

license pursuant to License No. BEV1612800 and can serve packaged beer and wine for consumption off premises. Additionally, Rustic Inn is a crab house located at 4331 Ravenswood Road, Dania Beach, FL 33312, ("Rustic Inn"), and is approximately 400 feet from the Property when measured door to door. Rustic Inn owns a 4COP license pursuant to License No. BEV 1600023 and can serve liquor, beer, and wine for consumption on premises.

Applicant meets the criteria for an application of a waiver from the distance separation requirements pursuant to Sec. 110-50.E, City of Dania Beach Land Development Code as exemplified by the information provided below.

II. Criteria for Approval of Waiver for Alcoholic Beverage Establishment Minimum Distance Requirement

Pursuant to Sec. 110-50.E, City of Dania Beach Land Development Code, an applicant may waive the distance separation requirement so long as certain criteria is met by a preponderance of the evidence. A preponderance of the evidence standard is defined as the greater weight of the evidence,¹ or evidence that more likely than not tends to prove a certain proposition.² Applicant provides the following information to show by a preponderance of the evidence that the waiver for the Property is warranted.

a. That the waiver maintains the stability and appearance of the community; and

The distance separation waiver maintains the stability and appearance of the community. The Property is located in C-2 zoning, Community Business District. The Community Business District provides for retail stores, offices, and service establishments with convenient pedestrian access throughout the district and implements the Commercial category of the City of Dania Beach Comprehensive Plan, ("Comprehensive Plan"). The Comprehensive Plan provides that the areas designated for commercial use provide land area for business, office, retail, service, and other commercial enterprises which support the resident and tourist populations of Dania Beach.

The Property is located on the intersection of SW 42nd Street and Ravenswood Road and mainly surrounded by commercial uses. The surrounding commercial uses are adequately separated. The Property is surrounded by commercial uses with only one residential use in the surrounding area. There are two other establishments which serve alcoholic beverages, the convenience store and the Rustic Inn. The surrounding area is typified by heavier commercial, offices, and light industrial uses. Additionally, a large portion of the surrounding area is zoned airport and utilized as vacant land or surface parking. Because the area is mostly surrounded by commercial uses, granting of the waiver maintains the stability and appearance of the surrounding community

b. That the waiver will not adversely impact the public interest or adjacent property and all necessary alternative measures shall be taken by the applicant to prevent any such impact; and

¹ *Gross v. Lyons*, 763 So. 2d 276 (Fla. 2000).

² *Hernandez v. Guerra*, 230 So. 3d 514 (Fla. 3d DCA 2017); *Gross v. Lyons*, 763 So. 2d 276 (Fla. 2000).

Granting of this waiver will not adversely impact the public interest or adjacent property. The Property is located on the intersection of SW 42nd Street and Ravenswood Road. The surrounding area is typified by commercial and light industrial zoning. A large portion of the area is utilized as parking or vacant land.

The only residential property in the area is a four-plex which is directly adjacent to surface parking and industrial zoning. The property directly to the west is vacant land and the property to the east is utilized for RV Parking. Rustic Inn is located to the south while Super Stop is located to the north. Granting of the waiver will be in conformance with the zoning and uses in surrounding area. Due to the surrounding zoning and uses, the waiver will not adversely impact the public interest or adjacent property.

- c. That the sale of liquor in addition to beer and wine at the requested location will not cause a detrimental impact to the value of existing contiguous uses, to uses in the general area and to the zoning district where the sale is to be located; and

The sale of beer and wine will not cause a detrimental impact to the value of existing contiguous uses and to uses in the general area. The Property is located in C-2 zoning which provides for retail stores, offices, and service establishments. The land contiguous to the Property is vacant. A restaurant with alcohol beverages service is an appropriate use for this zoning district. Applicant is applying for a 2COP application, which limits service to only beer and wine for consumption on premises. There are two other establishments in the immediate area which serve alcoholic beverages. The other surrounding uses are commercial in nature with a majority of the surrounding land utilized as surface parking.

The land contiguous to the Property is vacant and a restaurant with alcoholic beverage sales is permitted in the C-2 zoning district. Granting of this waiver will not cause a detrimental impact to the value of existing contiguous uses, to uses in the general area and to the zoning district where the sale is to be located.

- d. Any applicant for a waiver of the proximity requirement must be enrolled in the Florida Responsible Vendor Program administered by the Division of Alcoholic Beverages and Tobacco, and must continue to be a member in the responsible vendor program as a condition of obtaining the waiver.

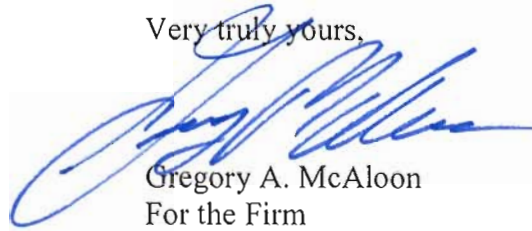
Applicant will enroll in the Florida Responsible Vendor Program administered by the Division of Alcoholic Beverages and Tobacco. Applicant will continue to be a member in the Florida Responsible Vendor Program as a condition of obtaining the waiver.

III. Conclusion

Applicant has met the criteria of approval for a waiver from the alcoholic beverage establishment minimum distance requirement as evidenced by the above information. Therefore, Applicant respectfully requests approval of this waiver request to allow service of beer and wine pursuant to a 2COP license.

Please do not hesitate to contact me should you have any additional questions regarding this variance request.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Gregory A. McAloon', is written over a light blue rectangular background.

Gregory A. McAloon
For the Firm

GMC/msh



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: Alcoholic Beverage Waiver (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

Date Rec'd: 3-5-19

Petition No.: WA-35-19

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: 4201 Ravenswood Road, Dania Beach, FL 33312

Lot(s): 4 Block: 4 Subdivision: Section 29, Township 50 South, Range 42 East

Recorded Plat Name: MARSHALLS EVERGLADE

Folio Number(s): 504229011270; 504229011280

Legal Description: MARSHALLS EVERGLADE SUB 2-32 D 29-50-42 LOT 4 N 105 OF E 135 LESS RDS & LESS PT DESC IN PAR 234 (OR 16832/520) FOR ADD'L RAW BLK 4

Applicant/Consultant/Legal Representative (circle one) Gregory McAloon, Esq.

Address of Applicant: 110 SE Sixth Street, Suite 1500, Fort Lauderdale, FL 33301

Business Telephone: 954-765-2920 Home: _____ Fax: _____

E-mail address: GMC@trippscott.com

Name of Property Owner: Howard Group INC.

Address of Property Owner: 12020 SW 26 ST DAVIE FL 33325

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: Waiver of distance requirements for establishment licensed to serve liquor on premises.

For Plats please provide proposed Plat Name for Variances please attach Criteria Statement as per Section 625.40 of the Land Development Code.

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____ Adj. Building SF: 2783

Existing Use: Food Service Establishment Proposed Use: Food Service Establishment

**The Howard Group
12020 SW 26th Street
Davie, FL 33325**

February 19, 2019

City of Dania Beach
Office of the City Clerk
100 W Dania Beach Blvd.
Dania Beach, FL 33004

Re: Authorization Letter

To Whom it May Concern:

Please accept this letter of authorization permitting Gregory A. McAloon, Esq. and Jenna Piotrowski, Esq. of Tripp Scott, P.A., to represent the interests of **HOWARD GROUP, INC.** in connection with application for a waiver from the alcoholic distance separation requirements in the City of Dania Beach.

Sincerely,



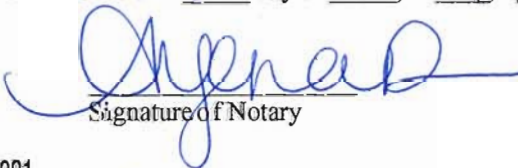
STATE OF FLORIDA

COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me this 21 day of Feb, 2019, by
Dennis Chung



Ayana Roland
State of Florida
My Commission Expires 06/11/2021
Commission No. GG 112197



Signature of Notary

Ayana Roland
Print name of Notary

Personally Known ____ (OR) Produced Identification ✓

Type of Identification Produced FL DL 1/25/22

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING A SITE PLAN MODIFICATION (SP-38-03MOD) REQUEST AND SPECIAL EXCEPTION (SE-90-19) REQUEST SUBMITTED BY KALLER ARCHITECTURE, INC. ON BEHALF OF MAIMONIDES SHALOM ACADEMY, INC., FOR PROPERTY LOCATED AT 5300 SW 40TH AVENUE, IN THE CITY OF DANIA BEACH, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION

Purchasing Requests ONLY

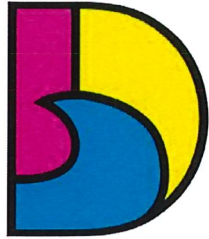
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Maimonides CM, Maimonides SR, R-2019- Maimonides Shalom Academy Site Plan Modification (SP-38-03MOD) and Special Exception (SE-90-19), Maimonides App & Backup OPT, Maimonidies Plans OPT



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM**

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DATE: June 11, 2019

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Marc C. LaFerrier, AICP, Director
Corinne Lajoie, AICP, Planning and Zoning Manager
Muriel Bryan, Planner

RE: **SP-38-03MOD:** The applicant, Kaller Architects, on behalf of the property owner Maimonides Shalom Academy Inc., is requesting a site plan modification and special exception for the property located at 5300 SW 40th Ave.

The Request

SPECIAL EXCEPTION

To allow the expansion of the use

SITE PLAN MODIFICATION

To approve the site plan modification allowing the addition of five (5) modular classrooms as accessory structures.

Background

The applicant requests to add a raised platform wooden deck and five (5) modular classrooms to serve the additional increase in students at the existing Maimonides Shalom Academy.

On October 10, 2006 the City Commission approved Resolution 2006-183 for site plan modifications, SP-25-06 to allow construction of a new 19,304 sq.ft. 2-story school building.

On July 18, 2007, Planning and Zoning recommended approval of the Site Plan SP-14-07.

On August 14, 2007 the City Commission approved Resolution 2007-138 approving the site plan development of a 2-story 11,636 sq.ft classroom building, SP-14-07 for Phase III.

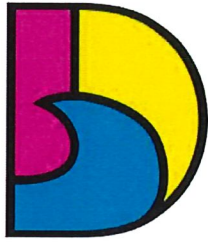
On May 16, 2019 the City Commission approved a Plat Note Amendment.

Budgetary Impact

None. The site is an existing religious academic school which does not pay local taxes. Therefore, the proposed classroom addition will have no budgetary impact to the city.

Recommendation

Approve



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: June 11, 2019

TO: Marc C. LaFerrier, AICP, Director

FROM: Corinne Lajoie, AICP, Planning and Zoning Manager *CLJ*
Muriel Bryan, Planner *MB*

RE: **SP-38-03MOD:** The applicant, Kaller Architects, on behalf of the property owner Maimonides Shalom Academy Inc., is requesting a site plan modification and special exception for the property located at 5300 SW 40th Ave.

The Request

SPECIAL EXCEPTION

To allow the expansion of the use

SITE PLAN MODIFICATION

To approve the site plan modification allowing the addition of five (5) modular classrooms as accessory structures.

Property Information

EXISTING ZONING:	Multi-Family (16du/ac) Residential District (RM-1) Single Family Residential District (RS-6000)
LAND USE DESIGNATION:	Medium (16) Residential

Code Violations

There are no Code Compliance violations nor City Liens on record for the subject property.

Site

The subject property is an existing religious academic school located on the east of SW 40th Avenue. The applicant is requesting approval to modify their Site Plan and a Special Exception to allow a raised platform wooden deck and five (5) modular classrooms to serve the additional increase in students at the existing Maimonides Shalom Academy.

Special Exception

Per Section 630-40, the LDC requires enlargements of an existing Special Exception use to receive Special Exception approval.

Article 630 of the City's LDC states, such request shall be referred to the Planning and Zoning Board for recommendation and the City Commission shall determine if the application meets the criteria identify in Section 630-50, which are identified below.

- 1) That the use is permitted as a special exception use as set forth in the use regulations of part 1 of this code.
- 2) That the use will not cause a detrimental impact to the value of existing contiguous uses, uses in the general area, and to the zoning district where it is to be located.
- 3) That the use will be compatible with the existing uses on contiguous property, with uses in the general area and zoning district where the use is to be located and compatible with the general character of the area, considering population density, design, scale and orientation of structures to the area, property values and existing similar uses or zoning.
- 4) That adequate landscaping and screening are provided to buffer adjacent uses from potential incompatibilities.
- 5) That adequate parking and loading is provided, and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets.
- 6) That the use will not have a detrimental environmental impact upon contiguous properties and upon properties located in the general area or an environmental impact inconsistent with the health, safety and welfare of the community.
- 7) That the use will not have a detrimental effect on vehicular or pedestrian traffic, or parking conditions, and will not result in the generation or creation of traffic inconsistent with the health, safety and welfare of the community.
- 8) That the use will not utilize turning movements in relation to its access to public roads or intersections, or its location in relation to other structures or proposed structures on or near the site that would be hazardous or a nuisance.
- 9) That the use will not have a detrimental effect on the future development of contiguous properties or the general area, according to the comprehensive plan.
- 10) That the use will not result in the creation of incompatible noise, lights, vibrations, fumes, odors, dust or physical activities, taking into account existing uses, uses located on contiguous properties, uses in the general area and the zoning in the vicinity due to its nature, duration, direction or character.
- 11) That the use will not overburden existing public services and facilities.

The applicant has provided written justification identifying how his request is consistent with these criteria.

SITE PLAN MODIFICATION

The applicant requests to add a raised platform wooden deck and five (5) modular classrooms to serve the additional increase in students at the existing Maimonides Shalom Academy.

DEVELOPMENT REVIEW COMMITTEE (DRC)

The site plan was reviewed by the DRC on March 28, 2007 which includes personnel from the BSO Fire, Public Services, the City's landscape consultant and Community Development Department's Planning Division. The site plan was reviewed for the second time on April 25, 2019. 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.

CONDITIONS OF APPROVAL

1. Per Sec. 605-30(k). A memorandum of agreement summarizing the traffic study's proposed project-specific methodology, including any deviations from guidelines contained in the recommended Practice, must be approved by the Community Development Director prior to preparation of the Study. A traffic impact study is required to supplement a development application that, if approved, would generate in excess of fifty (50) gross peak hour trips, provide a Traffic Statement-Estimate Report based on applicable trip generation rate(s) in the ITE - Institute of Transportation Engineers' Trip Generation manual, most recent edition (10th Edition). Traffic Impact Study shall be based latest editions of the following: Transportation Impact Analyses for Site Development: An ITE Recommended Practice, 2010; the 2014 FDOT Transportation Site Impact Handbook; 2013 FDOT Quality/Level of Service Handbook; the 2014 Broward County Comprehensive Plan – Transportation Element; the City of Dania Beach Land Development Code and other related published literatures. Traffic Study/Statement with its methodology was provided pending review and approval by City Engineer. A Traffic statement is attached will need to have approval by the City Engineer. Traffic Study will be supplied by others. Pending City Engineer's approval. Still pending Approval. (Engineering)
2. Pre and Post-drainage calculations are attached. Pending to be provided Modification of existing surface water permit No. SWM 2003-130-3. Pre and Post Storm Drainage calculations provided. (Engineering)
3. Complete drainage plans are attached. Pending Detail of 15" NYOPLAST Ped Rated Drain. We added Details for the 15" Nyoplast drains as requested. Refer to revised PGD plans forwarded under separate cover. (Engineering)
4. Drainage calculations are attached. Pending to be provided Modification of existing surface water permit No. SWM 2003-130-3. Modification of existing Surface Water

- management permit is in process. Pending to be provide prior to issuance of the Building permit. (Engineering)
5. Pre and Post storm calculations are attached. Pending to be provided Modification of existing surface water permit No. SWM 2003-130-3. Flood stages will not change. Pre and Post calculation has been provided as requested. (Engineering)
 6. Roofs of modular building directly discharge to adjacent grade areas. There are no building roofs to Collect. (Engineering)
 7. Proposed FFE are a minimum of 1 foot above FEMA 100 Year stage elevations. Pending to be provided. Proposed FF elevation matches existing FF building elevations. (Engineering)
 8. Water and Sewer Plans for modular water and sewer laterals are provided on the Civil Engineering Plan. (Engineering)
 9. Preliminary Utilities - Water and Sewer - Plan was provided missing existing Water Main and Fire connections lines. Clarify, Proposed (5) Water Main & RPZ, etc. New connection to the building, if any, must be provided before issuance of Building permit.
 10. See water distribution plans within attached civil plans. (Engineering)
 11. Pipe conflicts do not exist. Check crossing points of 15" A-2000 PVC with proposed ½" PE water and 6" PVC sewer lines and water and Sewer lines as well. Minimum separation. Provided in 11 X 17 size pending to be provided full size at time of permitting. Water and Sewer Plans with all crossings information has been provided. Utility conflict details have been provided from plans previously sent to Engineering. (Engineering)
 12. Water and sewer demand will be forwarded in separate submission. Water and sewer demand was previously provided. (Engineering)
 13. Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane
 14. Coordinate (NAD 83). This should be addressed as part of the final submittal. Noted. (Engineering)
 15. DWG will be provided upon final approval of plans. DWG files will be provided upon site plan approval. (Engineering)
 16. Erosion and Sedimentation plans will be submitted under separate cover. Sheets C-4,5,6 provided via email in 11 X 17 size. Erosion and Sediment control Plans were added to the Civil Plans and provided. (Engineering)
 17. Provide a proposed " Staging Plan" including employee parking, material storage, etc . Staging Plan will be submitted at time of construction. Staging plans will be submitted by contractor prior to construction permit. A Construction Staging Plan will be provided by the Contractor prior to the Building permit issuance. (Engineering)
 18. No proposed roof drains for these modular buildings. (Engineering)
 19. See final site plan for ADA accessibility requirements. Final site plan by Architect contains all ADA requirements and locations. (Engineering)
 20. Modular Buildings are not fire sprinkled. Fire sprinkler system is not being provided for the modular trailers. (Engineering)
 21. Contractor shall provide, before issuance of C.O., to the EOR and City of Dania Beach" hard copies and CD with As-Built drawings of the project giving horizontal and vertical dimensions of connections signed and sealed by a Florida Registered Professional Land Surveyor. By contractor prior to construction. Please clarify. (Engineering)

22. Height of modular buildings are lower than existing buildings and do not require FAA reviews. FAA approvals are not required since modular buildings heights are lower than the existing buildings on the site. (Engineering)
23. Provide regulatory agencies' approval documentation (as applicable) as part of the final submittal (FOOT, Broward County Surface Water License, Broward County Health Department Permit, EPO etc.) before issuance of Building Permit (Engineering)
24. Several category II invasive species, such as coconut palm and alexander palm, are proposed to remain on site and are counted towards minimum landscape requirements. Note that category II invasive species do not count towards minimum landscape requirements per Sec. 275-190(1)(9). Revise the landscape requirement calculations as necessary. (Landscape)
25. Several specimen sized trees proposed to remain are listed with substantial deficiencies such as pest damage, storm damage, or that they have fallen over. Provide an arborist report with an arborist's recommendation for the disposition of these trees, as well as a remediation plan for the trees that are recommended to remain. (Landscape)
26. Sheet LP-2 shows that 491 sq.ft. of canopy is to be removed but sheet TD-2 shows 495 sq.ft. Clarify. (Landscape)
27. The property abuts residential properties to the north, east, and south, however, perimeter buffering is only provided on the south side by existing trees. Existing trees on the south side of the property cannot be counted as buffer material for the north and east side of the property. In addition, existing shrubs within the center of the site cannot count toward perimeter buffer shrubs. Provide perimeter buffer landscape in accordance to Sec. 275-110(D) on the north and east side of the site. Since the perimeter fence is on the property line, a staggered, double row of trees may be used per Sec. 275-110(D)(2)(b). In addition, a row of shrubs shall be installed on each side of the fence at a spacing of 1 shrub every 3 feet. These shrubs must be a minimum of 3 feet in height.
 - a. Due to conflicts with overhead utility lines on the eastern perimeter, category 1 trees cannot be used. Therefore, a variance for the height requirement in Sec. 275-190 must be obtained. Install small trees with a maximum overall height of 14 feet in the place of the required category 1 trees. These small trees are outlined in the "Right Tree, Right Place" document provided by FPL. (Landscape)
28. For gumbo limbo to count as a shade tree, it must be a minimum height of 14 feet at the time of planting per Sec. 275-190. (Landscape)
29. Provide root barrier detail. (Landscape)
30. On sheet LP-2, provide the percentages of total required native shrubs and trees. (Landscape)
31. On sheet LP-2, provide the percentages of required shade, intermediate, small trees, and palms. (Landscape)
32. Provide the height of the proposed cocoplum shrubs. To be used as VUA buffer they must be a minimum of 36 inches tall. (Landscape)
33. Rooftop Mechanical Equipment: Must meet regulations in Section 220-60. Identify how

equipment will be screened from view. (Zoning)

34. Must provide latest revised set of plans on disk prior to going to public hearing. (Zoning)

35. Provide a Unity of Title joining both parcels. (Zoning)

Staff Recommendation

Approve the Site Plan Modification provided the Special Exception is approved with the outstanding DRC comments as conditions of approval to be completed prior to issuance of a building permit.

RESOLUTION NO. 2019-059

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A SITE PLAN MODIFICATION (SP-38-03MOD) REQUEST AND SPECIAL EXCEPTION (SE-90-19) REQUEST SUBMITTED BY KALLER ARCHITECTURE, INC. ON BEHALF OF MAIMONIDES SHALOM ACADEMY, INC., FOR PROPERTY LOCATED AT 5300 SW 40TH AVENUE, IN THE CITY OF DANIA BEACH, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the Land Development Code (the “LDC”) Part 6, “Development Review Procedures And Requirements,” Article 635 “Site Plans,” Kaller Architecture, Inc. on behalf of Maimonides Shalom Academy, Inc., (the “Applicant”), has applied to the City of Dania Beach (the “City”), for a Site Plan Modification (SP-38-03MOD) approval for property located at 5300 southwest 40th Avenue (the “subject property”), as legally described in Exhibit “A;” and

WHEREAS, Part 6 of the LDC, Article 635 “Site Plans” states that Site Plan approval is required as a condition to the issuance of a building permit; and

WHEREAS, the Applicant has requested Site Plan Modification (SP-38-03MOD) approval to permit the construction of five (5) additional classrooms in the existing school located on the subject property; and

WHEREAS, Chapter 28, Part 6 of the LDC Article 630 “Special Exception Uses,” Section 630-50 states that the City may approve a Special Exception use based upon its determination that the Applicant has demonstrated that the criteria identified in the LDC have been satisfied, and

WHEREAS, the Applicant has requested a Special Exception (SE-90-19) to permit the construction of five (5) additional classrooms in the existing school on the subject property located within the Single Family (RS-6000) zoning district, pursuant to LDC Section 115-40, and

WHEREAS, the Applicant has provided sufficient justification demonstrating compliance with the approval criteria to meet the requirements of the LDC; and

WHEREAS, public notice was provided in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that approval of the requested Site Plan

Modification (SP-38-03MOD) and Special Exception (SE-90-19) is consistent with the LDC and Comprehensive Plan.

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

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution.

Section 2. That pursuant to LDC Article 635 “Site Plans,” the application for Site Plan Modification (SP-38-03MOD) approval, a copy of which is attached and made a part of this Resolution as Exhibit “B” is approved subject to the following conditions from the original Site Plan (SP-38-03), approved via Resolution No. 2003-259:

1. Per Sec. 605-30(k). A memorandum of agreement summarizing the traffic study's proposed project-specific methodology, including any deviations from guidelines contained in the recommended Practice, must be approved by the Community Development Director prior to preparation of the Study. A traffic impact study is required to supplement a development application that, if approved, would generate in excess of fifty (50) gross peak hour trips, provide a Traffic Statement-Estimate Report based on applicable trip generation rate(s) in the ITE - Institute of Transportation Engineers' Trip Generation manual, most recent edition (10th Edition). Traffic Impact Study shall be based latest editions of the following: Transportation Impact Analyses for Site Development: An ITE Recommended Practice, 2010; the 2014 FDOT Transportation Site Impact Handbook; 2013 FDOT Quality/Level of Service Handbook; the 2014 Broward County Comprehensive Plan – Transportation Element; the City of Dania Beach Land Development Code and other related published literatures. Traffic Study/Statement with its methodology was provided pending review and approval by City Engineer. A Traffic statement is attached will need to have approval by the City Engineer. Traffic Study will be supplied by others. Pending City Engineer’s approval. Still pending Approval. (Engineering)
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a row of shrubs shall be installed on each side of the fence at a spacing of 1 shrub every 3 feet. These shrubs must be a minimum of 3 feet in height.

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33. Rooftop Mechanical Equipment: Must meet regulations in Section 220-60. Identify how equipment will be screened from view. (Zoning)
34. Must provide latest revised set of plans on disk prior to going to public hearing. (Zoning)
35. Provide a Unity of Title joining both parcels. (Zoning)

Section 3. That pursuant to Chapter 28, “Land Development Code,” Part 6 “Development Review Procedures and Requirements,” Section 630-50 “Special Exception Uses,” the requested Special Exception (SE-90-19) is approved consistent with the Site Plan Modification provided in Exhibit “B.”

Section 4. That pursuant to Section 635-100 “Expiration of Site Plans” and Section 630-70 “Expiration of Special Exceptions” of the LDC, the Site Plan Modification (SP-38-03MOD) and Special Exception (SE-90-19) shall automatically expire and become null and void unless the Applicant files a complete building permit application with construction drawings for the improvements shown on the Site Plan Modification, within eighteen (18) months from the date of this Resolution.

Section 5. That 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 fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 11, 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

EXHIBIT “B”

SITE PLAN MODIFICATION (SP-38-03MOD)



KallerArchitecture

TO: City of Dania Beach Planning and Zoning

ATTENTION: Corinne Lajoie

PROJECT #: 19037

PROJECT NAME: Modular Classroom Addition at Maimonides

ADDRESS: 5300 SW 40th Avenue

DATE: 5/20/19

E-MAIL

PICK UP

COURIER

DELIVER

MAIL

WE ARE SENDING YOU THE FOLLOWING ITEMS:

ATTACHED

UNDER SEPARATE COVER VI

SHOP DRAWINGS

ORIGINALS

SAMPLES

COPY OF LETTER

PRINTS

SPECIFICATIONS

OTHER

COPIES	DATE	DESCRIPTION
<u>7</u>	<u>5/20/19</u>	<u>Revised signed and sealed architecture, landscape, and civil drawings.</u>
<u>7</u>	<u>5/20/19</u>	<u>Special Exception Standard Application for Development Form</u>
<u>7</u>	<u>5/20/19</u>	<u>Special Exception Justification Letter</u>
<u>7</u>	<u>5/20/19</u>	<u>Notice of Approval, Structural Calculation on Bubble Designs</u>
<u>7</u>	<u>5/20/19</u>	<u>Revised Civil Engineering Calculations</u>
<u>7</u>	<u>5/20/19</u>	<u>Narrative sheets indicating changes made to the drawings</u>
<u>7</u>	<u>5/20/19</u>	<u>CDs including the above information</u>
<u>1</u>	<u>5/20/19</u>	<u>Check payable to the City of Dania Beach for Special Exception Application</u>

THESE ARE TRANSMITTED AS CHECKED BELOW:

REMARKS:

RETURN FOR CORRECTIONS

FOR YOUR USE

FOR REVIEW & COMMENTS

AS REQUESTED

FOR APPROVAL

FOR BID DUE:

ASSOCIATE NAME:

Frank Fuentes

CLIENT SIGNATURE:

CLIENT PRINT NAME:

Daniel Lozandier



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.: SE-90-19

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: 5300 SW 40TH AVE, DANIA BEACH, FL, 33314

Lot(s): TRACTS 11 & 12, AND ALL OF TRACT 10 Block: 2 Subdivision: TOWNSHIP 50 SOUTH

Recorded Plat Name: MAIMONIDES DAY SCHOOL CAMPUS TWO

Folio Number(s): 5642-31-26-0010 Legal Description: PARCEL "A" MAIMONIDES DAY SCHOOL CAMPUS TWO P.B. 176, P.A. 116, B.C.R.

Applicant/Consultant/Legal Representative (circle one) _____

Address of Applicant: 5300 SW 40TH AVE, DANIA BEACH, FL, 33314

Business Telephone: 954-989-6886 Home: _____ Fax: _____

E-mail address: FFUENTES@KALIBRARCHITECTS.COM & HZOMB@BELLSOUTH.NET

Name of Property Owner: MAIMONIDES STALOM ACADEMY INC.

Address of Property Owner: 5300 SW 40TH AVE, DANIA BEACH, FL, 33314

Business Telephone: 954-989-6886 Home: _____ Fax: _____

Explanation of Request: WE'RE APPLYING FOR A SPECIAL EXCEPTION. WE'RE PROPOSING (5) MODULAR CLASSROOMS.
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: 6.759 Gross Acreage: 6.759 Prop. Square Footage: 2075 SQ. FT. (GROSS)

Existing Use: EDUCATION Proposed Use: EDUCATION

Is property owned individually, by a corporation, association, or a joint venture?

CORPORATION

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: _____
(Owner / Agent signature*)

BEFORE ME THIS 17th DAY OF May, 2019

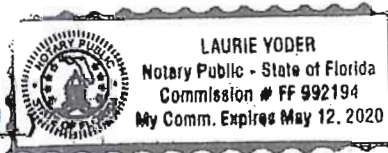
By:

Jon Kauzelski
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Laurie Yoder

(Signature of Notary Public – State of Florida)



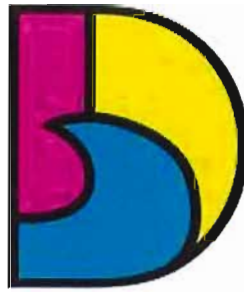
Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
COVER LETTER**

To: hzomb@bellsouth.net

From: dlozandier@daniabeachfl.gov

Date: 4/25/2019

Re: Maimonides Shalom Academy 2nd Review

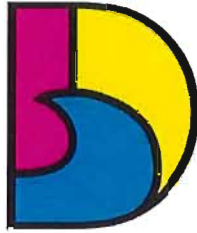
Dear Applicant:

Please find attached the comments regarding your site plan project together with the agenda for the Design Review Committee meeting. Your slotted time for the meeting will be held on **Thursday, April 25, 2019 at 9:30 A.M.**

Should you have any questions, please contact Corinne Lajoie at 954-924-6805 X3704 or Daniel Lozandier at 954-924-6805 X3793.

Thank you.

cc: Brett Dunckel, Fire Prevention Officer, Brett_Dunckel@sheriff.org
Manny Vega, Engineer, engineeringreview@daniabeachfl.gov
Curt A. Keyser, Engineer, engineering@daniabeachfl.gov
Jacob Ripp, Arborist, Jacob.Ripp@metriceng.com
Corinne Lajoie, Planning & Zoning Manager, cchurch@daniabeachfl.gov
Muriel Bryan, Planner, mbryan@daniabeachfl.gov
Daniel Lozandier, Planning Associate, dlozandier@daniabeachfl.gov



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH

DEPARTMENT OF PUBLIC SERVICES

April 11, 2019

Engineering and Public Services Comments
Maimonides Shalom Academy SP-38-03 MOD (2nd Review)

Tier 1:

1.- Per Sec. 605-30(k). A memorandum of agreement summarizing the traffic study's proposed project-specific methodology, including any deviations from guidelines contained in the Recommended Practice, must be approved by the Community Development Director prior to preparation of the Study.

A traffic impact study is required to supplement a development application that, if approved, would generate in excess of fifty (50) gross peak hour trips, provide a Traffic Statement-Estimate Report based on applicable trip generation rate(s) in the ITE - Institute of Transportation Engineers' Trip Generation manual, most recent edition (10th Edition). Traffic Impact Study shall be based latest editions of the following: Transportation Impact Analyses for Site Development: An ITE Recommended Practice, 2010; the 2014 FDOT Transportation Site Impact Handbook; 2013 FDOT Quality/Level of Service Handbook; the 2014 Broward County Comprehensive Plan - Transportation Element; the City of Dania Beach Land Development Code and other related published literatures. Traffic Study/Statement with its methodology was provided pending review and approval by City Engineer.

A Traffic statement is attached will need to have approval by the City Engineer.

Traffic Study will be supplied by others. Pending City Engineer's approval.

~~2.- Please, provided copy of Boundary and Topographic Survey is missing signed and sealed by a Florida Registered Professional Land Surveyor showing all existing Utilities and PGD plans. Provide copy of As-built plan matching proposed work.~~

Boundary and Topographic Survey is attached.

~~3.- A proposed preliminary Paving, Grading and Drainage plan is pending must match existing conditions and/or provide a demolition plan including relocation of existing utilities and drainage structures if applicable. Missing additional proposed elevations to assure rainwater flowing into catch basins and some details in Paving, Grading and Drainage Details including roof drainage.~~

Paving, Grading and Drainage plans are attached. Sheet Engineering Plan.

~~4.- A proposed preliminary conceptual Drainage Analysis Calculations for the new proposed use as necessary compare with originally previously provided. New proposed modular classrooms are standing alone it needs to be integrated with the approved Master Drainage System Analysis as a whole for the entire site work. Still pending to be revised.~~

Pre and Post-drainage calculations are attached. Pending to be provided Modification of existing surface water permit No. SWM 2003-130-3.

Tier 2:

~~1. A complete Paving, Grading and Drainage Planes), including the sizes and dimensions of all storm water infrastructures. Provide Drainage Structures Tables.~~

Complete drainage plans are attached. Pending Detail of 15" NYOPLAST Ped Rated Drain.

~~2. Provide updated drainage calculations and geotechnical information supporting the proposed drainage design including its connection with existing system.~~

Drainage calculations are attached. Pending to be provided Modification of existing surface water permit No. SWM 2003-130-3.

~~3. Provide a copy of pre and post development storm water management and drainage calculations. The City specifically needs the following information: 10-year, 25-year, and 100-year 24-hour and 72-hour flood stage elevations respectively.~~

Pre and Post storm calculations are attached. Pending to be provided Modification of existing surface water permit No. SWM 2003-130-3. Flood stages will not change.

~~4. Provide location of building roof drains, and their proposed connection(s) to the on-site drainage system. (As applicable)~~

Roofs of modular building directly discharge to adjacent grade areas.

~~6. Drainage shall adequate to protect rooms in new structures designed for occupancy from the 100-Year flood elevations based on FEMA. Show and identify elevation from drainage calculations.~~

~~Provide copies of Broward County 100-Year Elevations and FEMA Flood Designations maps. Please provide FFE at classrooms.~~

Proposed FFE are a minimum of 1 foot above FEMA 100 Year stage elevations. Pending to be provided.

~~7. Provide a complete Water and Sewer Utilities Plan, including any existing water main, force mains, gravity mains, etc. (Show all material & pipe sizes on the plan).~~

Water and Sewer Plans for modular water and sewer laterals are provided on the Civil Engineering Plan.

~~8.- Preliminary Utilities - Water and Sewer - Plan was provided missing existing Water Main and Fire connections lines. Clarify, Proposed (5) Water Main & RPZ, etc.~~

~~New connection to the building, if any, must be provided before issuance of Building permit.~~

See water distribution plans within attached civil plans.

~~9.- Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water services lines.~~

Pipe conflicts do not exist. Check crossing points of 15" A-2000 PVC with proposed 1/2" PE water and 6" PVC sewer lines and water and Sewer lines as well. Minimum separation.

~~10.- In compliance with Article 805. CONCURRENCY OF DETERMINATIONS of the City Code of Ordinances, applicants shall provide projected water demand, sewage and solid waste generation amounts in tabular format - utilities - plan. Please provide calculations to support tabular projected generation amounts.~~

Water and sewer demand will be forwarded in separate submission.

~~11.- Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal. Noted.~~

DWG will be provided upon final approval of plans.

~~12- Provide a complete Erosion and Sediment Control Plan~~

Erosion and Sedimentation plans will be submitted under separate cover.

13.- Provide a proposed " Staging Plan" including employee parking, material storage, etc .. Staging Plan will be submitted at time of construction.

Staging plans will be submitted by contractor prior to construction permit.

~~14.- Provide location of Building roof drains, and their proposed connection(s) to the onsite drainage system.~~

No proposed roof drains for these modular buildings.

15.- Provide ADA parking, access / driveway, and sidewalks /ramps in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and in accordance with Americans with Disability Act (ADA). Be advised that ADA van accessibility for structured parking garages (including automated parking) shall be provided as appropriate and consider the taller specialized ADA vehicles.

See final site plan for ADA accessibility requirements.

~~16.- Provide dedicated fire service connection not combined with domestic water service connection, per the National Fire Preventions Association (NFPA) guidelines, for the proposed development.~~
Modular Buildings are not fire sprinkled.

17.- Contractor shall provide, before issuance of C.O., to the EOR and City of Dania Beach" hard copies and CD with As-Built drawings of the project giving horizontal and vertical dimensions of connections signed and sealed by a Florida Registered Professional Land Surveyor.

By contractor prior to construction. Please clarify.

~~18.- The proximity to the airport will require FAA, BCAD, and FDOT review and approval. Contact William Castillo, Airport Planner with Broward County Aviation Department, located at 2200 SW 45 Street, Suite 101, Dania Beach, FL 33315, (954) 359-6100. The proximity to the airport will be required FOOT approval. Contact Greg Jones, Airspace and Land Use Manager at 850-414-4502 or at greg.jones@dot.state.fl.us.~~

Height of modular buildings are lower than existing buildings and do not require FAA reviews.

19.-Provide regulatory agencies' approval documentation (as applicable) as part of the final submittal (FOOT, Broward County Surface Water License, Broward County Health Department Permit, EPO etc.) before issuance of Building Permit

Engineering & Public Services Reviewers:

Broward DPEP permit will be provided prior to building permit issuance. And others as applicable.

Manny Vega, PE

Consultant, CAP Government

engineeringreview@daniabeachfl.gov

Curt A. Keyser, PE

Acting City Engineer/City of Dania Beach

engineering@daniabeachfl.gov@daniabeachfl.gov

For ease of review, please reply in writing to each line comment, reference page number and backup documents provide. Additional comments may apply.

Landscape Plan Review: Maimonides Shalom Academy



PZ Log Number: SP-38-03MOD Review Number: 2

Reviewer: Jake Ripp Date: April 18, 2019

The following comments are based on a review of the landscape plans dated April 4, 2019, for the property located at 5300 SW 40th Ave, Dania Beach, for compliance with the City of Dania Beach Code of Ordinances.

INFORMATIONAL NOTES:

- i. **Please provide a point-by-point response to each of the below comments.**
- ii. Feel free to contact Jake Ripp at (305) 235-5098, (563) 380-6211, or jacob.ripp@metriceng.com for an interim review prior to your next official submittal, to expedite your landscape plan approval process.
- iii. Once landscape plans are finalized, a PDF copy must be submitted via CD or email.

COMMENTS:

1. Several category II invasive species, such as coconut palm and alexander palm, are proposed to remain on site and are counted towards minimum landscape requirements. Note that category II invasive species do not count towards minimum landscape requirements per Sec. 275-190(l)(9). Revise the landscape requirement calculations as necessary.
2. Several specimen sized trees proposed to remain are listed with substantial deficiencies such as pest damage, storm damage, or that they have fallen over. Provide an arborist report with an arborist's recommendation for the disposition of these trees, as well as a remediation plan for the trees that are recommended to remain.
3. Sheet LP-2 shows that 491 sq.ft. of canopy is to be removed but sheet TD-2 shows 495 sq.ft. Clarify.
4. The property abuts residential properties to the north, east, and south, however, perimeter buffering is only provided on the south side by existing trees. Existing trees on the south side of the property cannot be counted as buffer material for the north and east side of the property. In addition, existing shrubs within the center of the site cannot count toward perimeter buffer shrubs. Provide perimeter buffer landscape in accordance to Sec. 275-110(D) on the north and east side of the site. Since the perimeter fence is on the property line, a staggered, double row of trees may be used per Sec. 275-110(D)(2)(b). In addition, a row of shrubs shall be installed on each side of the fence at a spacing of 1 shrub every 3 feet. These shrubs must be a minimum of 3 feet in height.

- a. Due to conflicts with overhead utility lines on the eastern perimeter, category 1 trees can not be used. Therefore, a variance for the height requirement in Sec. 275-190 must be obtained. Install small trees with a maximum overall height of 14 feet in the place of the required category 1 trees. These small trees are outlined in the "Right Tree, Right Place" document provided by FPL.
- 5. For gumbo limbo to count as a shade tree, it must be a minimum height of 14 feet at the time of planting per Sec. 275-190.
- 6. Provide root barrier detail.
- 7. On sheet LP-2, provide the percentages of total required native shrubs and trees.
- 8. On sheet LP-2, provide the percentages of required shade, intermediate, small trees, and palms.
- 9. Provide the height of the proposed cocoplum shrubs. To be used as VUA buffer they must be a minimum of 36 inches tall.
- 10. Provide the special exception document that allows the southern portion of the site to be zoned as a single-family zoning district.

END OF COMMENTS

Zoning designation = RM-1 & RS-6000

FLU designation = Medium (16) Residential

REVIEW COMPLETE BY = Muriel Bryan (954) 924-6805 X 3654

2nd Review

SITE PLAN COMMENTS:

1. Incomplete information was provided. Further review and comment will be conducted by staff after additional information is provided by the applicant. See comments below.
2. **IMPACT FEES:** Impact fees that will be required for the project were e-mailed to ____.
3. **SIGNS:** Provide copy of all new signs for compliance review.
4. Provide minimum bicycle parking requirements identified in Section 265-51.
5. **ROOFTOP MECHANICAL EQUIPMENT:** Must meet regulations in Section 220-60. Identify how equipment will be screened from view.
6. **COST RECOVERY:** per Article 685, cost recovery funds may be utilized for various costs of the city's administrative and outside fee consultants for the processing and review of applications. Per City Attorney's request, please provide \$5,000 cost recovery fee with next submittal. The cost recovery money can be returned if not utilized, or additional fees may be requested if addition fees are incurred. Payment is needed prior to scheduling for Public Hearing.
7. Must provide latest revised set of plans on disk prior to going to public hearing.
8. 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.
9. 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.
10. Please e-mail resolution and legal description, prepared by an attorney, for development approval in word format to mbryan@daniabeachfl.gov four (4) weeks prior to public hearing.
11. Applicant must provide the results of a Municipal Lien Search Request from the Finance Department stating that there are not outstanding Code Violations or Liens on the property prior to the item being scheduled for a public hearing. The statement must be no older than 90 days prior to the public hearing date. Per Section 680-40, any property with outstanding Code Violations or Liens shall not be schedule for public hearing. The form is available on the City's Web site, cost \$100 and takes 5 days to process.
12. Provide a Unity of Title joining both parcels.

NOTES:

- Application fee pays for only 2 reviews of the project. Additional review by staff will require additional payment.
- Continuous and on-going site inspections will be conducted by staff throughout the entire building process.

- **FLOOD PLAN:** Finished floor elevations, per Article 220-10(C) All structures shall be constructed with a lowest FFE of at least 1 foot above the 100 year flood elevation. Identify on plans.
- Prior to submittal of a building permit, please contact the Building Official (954-924-6085 X3650 to schedule a pre-application meeting.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH

DEPARTMENT OF PUBLIC SERVICES

April 11, 2019

Engineering and Public Services Comments
Maimonides Shalom Academy SP-38-03 MOD (3rd Review)

Tier 1:

1.- Per Sec. 605-30(k). A memorandum of agreement summarizing the traffic study's proposed project-specific methodology, including any deviations from guidelines contained in the Recommended Practice, must be approved by the Community Development Director prior to preparation of the Study.

A traffic impact study is required to supplement a development application that, if approved, would generate in excess of fifty (50) gross peak hour trips, provide a Traffic Statement-Estimate Report based on applicable trip generation rate(s) in the ITE - Institute of Transportation Engineers' Trip Generation manual, most recent edition (10th Edition). Traffic Impact Study shall be based latest editions of the following: Transportation Impact Analyses for Site Development: An ITE Recommended Practice, 2010; the 2014 FDOT Transportation Site Impact Handbook; 2013 FDOT Quality/Level of Service Handbook; the 2014 Broward County Comprehensive Plan - Transportation Element; the City of Dania Beach Land Development Code and other related published literatures. Traffic Study/Statement with its methodology was provided pending review and approval by City Engineer.

A Traffic statement is attached will need to have approval by the City Engineer.

Traffic Study will be supplied by others. Pending City Engineer's approval. Still pending Approval.

~~2. Please, provided copy of Boundary and Topographic Survey is missing signed and sealed by a Florida Registered Professional Land Surveyor showing all existing Utilities and PGD plans. Provide copy of As-built plan matching proposed work.~~

Boundary and Topographic Survey is attached.

~~3. A proposed preliminary Paving, Grading and Drainage plan is pending must match existing conditions and/or provide a demolition plan including relocation of existing utilities and drainage structures if applicable. Missing additional proposed elevations to assure rainwater flowing into catch basins and some details in Paving, Grading and Drainage Details including roof drainage.~~

Paving, Grading and Drainage plans are attached. Sheet Engineering Plan.

~~4. A proposed preliminary conceptual Drainage Analysis Calculations for the new proposed use as necessary compare with originally previously provided. New proposed modular classrooms are standing alone it needs to be integrated with the approved Master Drainage System Analysis as a whole for the entire site work. Still pending to be revised.~~

Pre and Post-drainage calculations are attached. Pending to be provided Modification of existing surface water permit No. SWM 2003-130-3. Pre and Post Storm Drainage calculations provided.

Tier 2:

~~1. A complete Paving, Grading and Drainage Planes), including the sizes and dimensions of all storm water infrastructures. Provide Drainage Structures Tables.~~

Complete drainage plans are attached. Pending Detail of 15" NYOPLAST Ped Rated Drain. We added Details for the 15" Nyoplast drains as requested. Refer to revised PGD plans forwarded under separate cover.

~~2. Provide updated drainage calculations and geotechnical information supporting the proposed drainage design including its connection with existing system.~~

Drainage calculations are attached. Pending to be provided Modification of existing surface water permit No. SWM 2003-130-3. Modification of existing Surface Water management permit is in process. Pending to be provide prior to issuance of the Building permit.

~~3. Provide a copy of pre and post development storm water management and drainage calculations. The City specifically needs the following information: 10-year, 25-year, and 100-year 24-hour and 72-hour flood stage elevations respectively.~~

Pre and Post storm calculations are attached. Pending to be provided Modification of existing surface water permit No. SWM 2003-130-3. Flood stages will not change. Pre and Post calculation has been provided as requested.

~~4. Provide location of building roof drains, and their proposed connection(s) to the on-site drainage system. (As applicable)~~

Roofs of modular building directly discharge to adjacent grade areas. There are no building roofs to Collect.

~~6. Drainage shall adequate to protect rooms in new structures designed for occupancy from the 100-Year flood elevations based on FEMA. Show and identify elevation from drainage calculations. Provide copies of Broward County 100 Year Elevations and FEMA Flood Designations maps. Please provide FFE at classrooms.~~

Proposed FFE are a minimum of 1 foot above FEMA 100 Year stage elevations. Pending to be provided. Proposed FF elevation matches existing FF building elevations.

~~7. Provide a complete Water and Sewer Utilities Plan, including any existing water main, force mains, gravity mains, etc. (Show all material & pipe sizes on the plan).~~

Water and Sewer Plans for modular water and sewer laterals are provided on the Civil Engineering Plan.

8.- Preliminary Utilities - Water and Sewer - Plan was provided missing existing Water Main and Fire connections lines. Clarify, Proposed (5) Water Main & RPZ, etc.

New connection to the building, if any, must be provided before issuance of Building permit.

See water distribution plans within attached civil plans.

~~9. Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm water services lines.~~

Pipe conflicts do not exist. Check crossing points of 15" A-2000 PVC with proposed 1/2" PE water and 6" PVC sewer lines and water and Sewer lines as well. Minimum separation. Provided in 11 X 17 size pending to be provided full size at time of permitting. Water and Sewer Plans with all crossings information has been provided. Utility conflict details have been provided from plans previously sent to Engineering.

~~10. In compliance with Article 805. CONCURRENCY OF DETERMINATIONS of the City Code of Ordinances, applicants shall provide projected water demand, sewage and solid waste generation amounts in tabular format utilities plan. Please provide calculations to support tabular projected~~

~~generation amounts.~~

Water and sewer demand will be forwarded in separate submission. Water and sewer demand was previously provided.

11.- Provide drawing file (dwg or dgn) disk of the approved site plan in Florida State Plane Coordinate (NAD 83). This should be addressed as part of the final submittal. Noted.

DWG will be provided upon final approval of plans. DWG files will be provided upon site plan approval.

~~12- Provide a complete Erosion and Sediment Control Plan~~

Erosion and Sedimentation plans will be submitted under separate cover. Sheets C-4,5,6 provided via email in 11 X 17 size. Erosion and Sediment control Plans were added to the Civil Plans and provided.

13.- Provide a proposed "Staging Plan" including employee parking, material storage, etc .. Staging Plan will be submitted at time of construction.

Staging plans will be submitted by contractor prior to construction permit. A Construction Staging Plan will be provided by the Contractor prior to the Building permit issuance.

~~14.- Provide location of Building roof drains, and their proposed connection(s) to the onsite drainage system.~~

No proposed roof drains for these modular buildings.

15.- Provide ADA parking, access / driveway, and sidewalks /ramps in accordance with Chapter 553 of the Florida Statutes. "Accessibility of Handicapped Persons" and latest edition of "Accessibility Requirements Manual" by Department of Community Affairs, Florida Board Building Codes and Standards, and in accordance with Americans with Disability Act (ADA). Be advised that ADA van accessibility for structured parking garages (including automated parking) shall be provided as appropriate and consider the taller specialized ADA vehicles.

See final site plan for ADA accessibility requirements. Final site plan by Architect contains all ADA requirements and locations.

~~16.- Provide dedicated fire service connection not combined with domestic water service connection, per the National Fire Preventions Association (NFPA) guidelines, for the proposed development.~~

Modular Buildings are not fire sprinkled. Fire sprinkler system is not being provided for the modular trailers.

17.- Contractor shall provide, before issuance of C.O., to the EOR and City of Dania Beach" hard copies and CD with As-Built drawings of the project giving horizontal and vertical dimensions of connections signed and sealed by a Florida Registered Professional Land Surveyor.

By contractor prior to construction. Please clarify.

~~18.- The proximity to the airport will require FAA, BCAD, and FDOT review and approval. Contact William Castillo, Airport Planner with Broward County Aviation Department, located at 2200 SW 45 Street, Suite 101, Dania Beach, FL 33315, (954) 359-6100. The proximity to the airport will be required FOOT approval. Contact Greg Jones, Airspace and Land Use Manager at 850-414-4502 or at greg.jones@dot.state.fl.us.~~

Height of modular buildings are lower than existing buildings and do not require FAA reviews. FAA approvals are not required since modular buildings heights are lower than the existing buildings on the site.

19.-Provide regulatory agencies' approval documentation (as applicable) as part of the final submittal (FOOT, Broward County Surface Water License, Broward County Health Department Permit, EPO etc.) before issuance of Building Permit

Engineering & Public Services Reviewers:

Broward DPEP permit will be provided prior to building permit issuance. And others as applicable.

Manny Vega, PE
Consultant, CAP Government
engineeringreview@daniabeachfl.gov

Curt A. Keyser, PE
Acting City Engineer/City of Dania Beach
engineering@daniabeachfl.gov@daniabeachfl.gov

For ease of review, please reply in writing to each line comment, reference page number and backup documents provide. Additional comments may apply.



DANIA BEACH
SEA IT LIVE IT LOVE IT

City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004
954-924-6800 x3401 FAX: 954-922-5619
Municipal Lien Search Request

RECEIVED
APR 30 2019
CK: 1698

\$100.00 Fee per Lien Search, Processing Time 5 Business Days

ALL REQUESTS MUST BE ACCOMPANIED BY A CHECK WITH THE APPROPRIATE FEE FOR EACH INDIVIDUAL TAX FOLIO NUMBER. COMPLETED REQUESTS WILL BE RETURNED VIA FAX OR E-MAIL. PLEASE SEND A SELF ADDRESSED STAMPED ENVELOPE IF YOU WISH TO RECEIVE THE ORIGINAL COPY OF A SEARCH. UPDATES CAN BE PROVIDED BY FAX OR E-MAIL IF REQUESTED AT LEAST 24 HOURS BEFORE CLOSING.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

DATE REQUESTED: 4/29/19 FROM: Harold Zombak
PHONE: 754-599-5204
FAX: _____
EMAIL: h2omb@bellsouth.net
PROPERTY FOLIO #: 50423126 0010
PROPERTY ADDRESS: 5300 SW 40 Ave. Dania Beach 33314
SELLER'S NAME: N/A

CITY OF DANIA BEACH WILL COMPLETE THE FOLLOWING INFORMATION:

UTILITY ACCOUNT INFORMATION:

☒ THIS PROPERTY IS NOT SERVICED BY CITY OF DANIA BEACH WATER UTILITY. THE PROPERTY MAY BE SERVICED BY BROWARD COUNTY, THE CITY OF FORT LAUDERDALE OR THE CITY OF HOLLYWOOD.

☐ THIS PROPERTY IS SERVICED BY A MASTER WATER METER. PLEASE CONTACT THE ASSOCIATION FOR ADDITIONAL INFORMATION.

ACCT. #: _____ AMOUNT DUE: \$ _____ DEPOSIT: \$ _____ ACCOUNT CURRENT (YONQ)
ACCT. #: _____ AMOUNT DUE: \$ _____ DEPOSIT: \$ _____ ACCOUNT CURRENT (YONQ)
ACCT. #: _____ AMOUNT DUE: \$ _____ DEPOSIT: \$ _____ ACCOUNT CURRENT (YONQ)

ADDITIONAL INFORMATION:

OTHER BALANCES/ACCOUNTS DUE:

☐ CODE VIOLATION: CASE# _____ CONTACT CODE ENFORCEMENT @ 954-924-6810
☒ OPEN BUILDING PERMITS MAY EXIST ON THIS PROPERTY. CONTACT BUILDING & ZONING @ 954-924-6805 or 954-924-6800 x3633
☐ A BUSINESS TAX RECEIPT MAY BE REQUIRED FOR THIS PROPERTY. CONTACT THE BUSINESS TAX DIV. 954-924-6800 x3401
☐ OTHER AMOUNTS DUE/PENDING. _____

PROPERTY AS REFERENCED IS CLEAR OF LIENS PLACED BY THE CITY OF DANIA BEACH: (YONQ)

☐ PLEASE SEE ATTACHED LIEN CALCULATION(S)

SPECIAL ASSESSMENTS ARE ON TAX BILLS FROM THE COUNTY.

DISCLAIMER OF LIABILITY: THE PERFORMANCE OF THE LIEN SEARCH BY THE CITY OF DANIA BEACH WILL NOT RELIEVE THE REQUESTING PARTY FROM THE RESPONSIBILITY OF SEARCHING THE PUBLIC RECORDS OF BROWARD COUNTY. FOR ANY AND ALL LIENS OR OTHER DOCUMENTS RECORDED BY THE CITY OF DANIA BEACH AGAINST THE PROPERTY AND/OR PROPERTY OWNER. THE FOREGOING INFORMATION IS BELIEVED TO BE RELIABLE, BUT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY THE CITY OF DANIA BEACH. IN NO EVENT SHALL THE CITY OF DANIA BEACH BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OF ANY KIND OF NATURE WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH THE PROVISION OF THIS INFORMATION. THIS INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

PREPARED BY: M. Jelaso DATE: 05/07/19



PERMIT INFORMATION REQUEST FORM
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
(954) 924-6805 x3633



IMPORTANT NOTICE – To better respond to your request, we ask that you complete this form carefully and either print and mail to the address above or email to cdtemp@ci.dania-beach.fl.us. The requesting party assumes all responsibility for the accuracy and completeness of the property description information provided to the City, including the folio number, property address, and legal description. Note that folio numbers can have more than one corresponding address, and all relevant addresses must be listed. (Please print clearly)

DATE: 05/07/2019

FROM - CONTACT NAME: HEROLD ZOMBEKA

Address: _____

To: **Building Division**
100 West Dania Beach Blvd.
Dania Beach FL 33004

Email: _____

Telephone: 954-599-5204

Fax: _____

PLEASE PROVIDE THE FOLLOWING INFORMATION:

FOLIO NUMBER (TAX ID) or LEGAL DESCRIPTION (LOT, BLOCK & SUBDIVISION)	504231260010
PROPERTY ADDRESS	5300 SW 40 AVE
CURRENT OWNER or BUSINESS NAME	MAIMONIDES SHALOM ACADEMY INC

PLEASE CHECK ALL THAT APPLY:

NO OPEN PERMITS

OPEN Permit Information X

***ALL Permit Information** _____

***COPIES of specific Permit, Inspection and/or Plan data for a specific location** _____ **Describe:**

REQUEST TO BE: **EMAILED (Data size limits)** X

PICKED UP X

MAILED USPS _____ **(Postage rates apply)**

05/07/19.

***Verified by Electronic Database as of 2001, information prior to 2001 will require a deposit for additional research depending on the complexity of the request.**

Duplication of Records. The City shall collect the actual cost for reproducing records consistent with Chapter 119, Florida Statutes. Basic fees for duplication of public records are as follows: \$.15 cents each one sided sheet up to 8.5" x 14" / \$.20 each two sided sheet up to 8.5" x 14" / Certified copies \$1.00 per sheet. Copies of Building Plans are based on the actual cost incurred for reproduction and will require a deposit to cover this cost. Copies made to CD/DVD are \$1.00 each. If the nature or volume of public records requested to be inspected, examined or copied requires extensive use of information technology resources or extensive clerical or supervisory assistance by personnel, additional charges for research time may be applied (30 minutes or longer).



PROJECT NAME: MODULAR CLASSROOMS ADDITION AT MAIMONIDES ACADEMY
STORM DRAINAGE CALCULATIONS

Date: 4/4/2019

Summary:

Proposed modification of surface water permit number SWM 2003-130-3. The proposed includes demolition of a existing building 705 square fee, removal of 1625 square feet of concrete side walk and removal of 136 LF of exfiltration trench. The proposed modification also includes construction of 3522 square feet of modular classrooms, 142 LF of exfiltration trench to replace the 136 LF removed and for water quality purpose (See calculations Below).

PRE-DEVELOPMENT

SITE CHARACTERISTICS AND AREAS

BUILDING AREA	4145.0	SF	0.10	Acre	10.88%
IMPERVIOUS PAVED AREAS	6376.00	SF	0.15	Acre	16.74%
PERVIOUS SITE AREA	27559.00	SF	0.63	Acre	72.37%
TOTAL SITE AREA	38080.0	SF	0.87	Acre	100.00%

Wet Season Water Table El. =	2.50	NAVD
Average grade in green areas =	6.50	NAVD
Soil storage: 8.18 x percent pervious =	5.92	Inches

POST-DEVELOPMENT

SITE CHARACTERISTICS AND AREAS

BUILDING AREA	5925.0	SF	0.14	Acre	15.56%
IMPERVIOUS PAVED AREAS	6855.00	SF	0.16	Acre	18.00%
PERVIOUS SITE AREA	25300.00	SF	0.58	Acre	66.44%
TOTAL SITE AREA	38080.0	SF	0.87	Acre	100.00%

Wet Season Water Table El. =	2.50	NAVD
Average grade in green areas =	6.50	NAVD
Soil storage: 8.18 x percent pervious =	5.43	Inches

WATER QUALITY REQUIREMENT

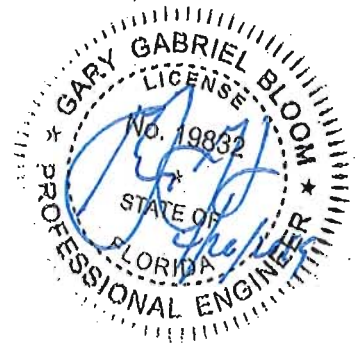
2.5 x % IMPERVIOUS OR FIRST INCH WHICHEVER IS GREATER

First inch runoff (Total site area x 1/12)	0.07	Ac-ft
Site area for water quality (Total site area-Bldg)	0.74	Ac.
Impervious area for water quality	0.16	Ac.
% Impervious	21.32%	
2.5" x percent Impervious	0.53	Inches
Volume	0.04	Ac-ft
Volume required for water quality	0.84	Ac-Inches

EXFILTRATION TRENCH CALCULATION

$$L = \frac{V}{K(HW + 2HxDu - Du \times Du + 2HDs) + 1.39 \times 10(-4) \times W \times du}$$

Volume = 0.84 Ac-Inches



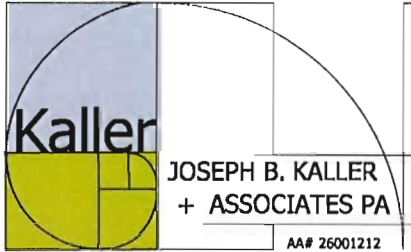


A = Drainage Area	0.87	Ac
W = Trench Width	5.00	ft
K = Hydraulic Conductivity	2.63E-04	cfs/ft ² per ft of head
H = Depth to water table	3.85	ft
Du = Non Saturated trench depth	2.25	ft
Ds = Saturated trench depth	0.50	ft

Trench Required	77.32	LF
Trench Provided	142	LF

V = 1.54 Ac-inches





architecture - interiors - planning

Zoning Department

May 2, 2019

City of Dania Beach
100 W Dania Beach Blvd.
Dania Beach, FL 33004

Reference: Maimonides Shalom Academy 1st Review
Address: 5300 SW 4th Avenue,
Dania Beach, FL 33314

RESPONSE TO ENGINEERING COMMENTS:

Response to comments Tier I:

1. Traffic statement report attached.

Responses to Tier 2 comments:

1. Pre and post calculations have been provided as requested.
2. We added details for the 15" Nyoplast drains as requested. Refer to revised PGD plans forwarded under separate cover.
3. Modification of existing surface water management permit is in process.
4. There are no building roof drains to collect.
5. Proposed FF elevation matches existing FF Building elevations.
6. Water and sewer plans with all crossing information has been provided.
7. Fire sprinkler system is not being provided for the Modular Trailers.
8. Utility Conflict details have been provided from plans previously sent to Engineering.
9. Water and sewer demands were previously provided.
10. DWG files will be provided upon site plan approval.
11. Erosion and Sedimentation plans were added to the civil plans and provided.
12. A construction Staging Plan will be provided by the contractor prior to building permit issuance.
13. Final site plan by Architect contains all ADA requirements and locations.
14. FAA approvals are not required since Modular building heights are lower than the existing buildings on the site.

RESPONSE TO LANDSCAPE COMMENTS:

1. Item 1: comment was addressed during meeting with Mr. Jake Ripp on April 30th, 2019.
2. Item 2: An arborist note provided (see DT-2)
3. Item 3: Typo mistake has been corrected.
4. Item 4: Comment was addressed during meeting with Mr. Jake Ripp on April 30th, 2019
Item 4a: Comment was addressed during meeting with Mr. Jake Ripp on April 30th, 2019.
5. Item 5: Comment was addressed during meeting with Mr. Jake Ripp on April 30th, 2019.
6. Item 6: Comment was addressed during meeting with Mr. Jake Ripp on April 30th, 2019.
7. Item 7: Percentage of total required native shrubs and trees provided.

8. Item 8: Comment was addressed during meeting with Mr. Jake Ripp on April 30th, 2019.
9. Item 9: Comment was addressed during meeting with Mr. Jake Ripp on April 30th, 2019.
10. Item 10: Comment was addressed during meeting with Mr. Jake Ripp on April 30th, 2019.
11. Item 11: Comment was addressed during meeting with Mr. Jake Ripp on April 30th, 2019.

RESPONSE TO SITE PLAN COMMENTS:

1. Traffic Impact: Please see traffic report attached onto drawing set.
2. Note: No New signs provided.
3. Sheet SP-2 – Proposed site plan includes bike racks and bike rack tabulations as required per section 265-51. Sheet A-1 – Enlarged floor plan revised to include bike racks.
4. Mechanical equipment proposed is wall mounted. The proposed mechanical equipment faces east.
5. Please see acknowledgement/documentation of public outreach attached onto drawing set.
6. Finish floor elevation of proposed modular is 7.50' NAVD. Please refer to previously submitted sheet A-1.
7. Note Regarding Plat Note Amendment: The proposed modular classroom addition's gross area amounts to 3200 square feet. The total area of the addition (including the proposed ramps) amounts to 4600 square feet. The existing building area amounts to 85,000 square feet.
 - a. $4,600 \text{ square feet} / 85,000 \text{ square feet} = 0.0541 = 5.41\%$
 - b. Since the proposed addition is only a 5.41% increase, the plat note amendment should go through the administrative review process.

Sincerely,

Frank Fuentes
ffuentes@kallerarchitects.com
Associate



CERTIFICATION LETTER

City of Dania Beach

Date: April 26, 2019

Applicant: Brauser Maimonides Academy

Legal Description: Parcel A of Maimonides Day School Campus Two as recorded in Plat Book 176 Page 116 of the Public Records of Broward County Florida

Address or

General Location: 5300 SW 40 Avenue

This letter certifies that the attached list of property owners was prepared using the latest tax folio rolls supplied by the Broward County Property Appraisers Office as of April 1, 2019. This list includes all properties within 450 feet from each property line of the subject site in compliance with the City of Dania Beach notification regulations.

This letter also certifies that the attached notification was sent to the persons on the list of property owners. The notice was mailed April 26, 2019.

Thank You,


Christina Mathews

Sworn and subscribed before me this 26th day of April, 2019. She is personally known to me.


Signature of Notary



1025 Yale Drive
Hollywood, Florida 33021
954-920-2205
Email: cutroplanning@yahoo.com

NOTICE OF NEIGHBORHOOD MEETING

Monday, May 13, 2019 at 7:00pm
at the Brauser Maimonides Academy
5300 SW 40th Ave., Dania Beach, FL 33314.

A Neighborhood Meeting will be conducted by the Brauser Maimonides Academy to provide information to our neighbors on its planned expansion. The proposed expansion is for the addition of four temporary modular classrooms for its elementary school students.

All property owners within a 450 ft. radius of our property have received this notice. Copies of the proposed request are available for viewing at the Community Development Department, 100 West Dania Beach Blvd., Dania Beach, FL and may be inspected by the public during normal business hours. For more information, please call the Planning Division at 954-924-6805.

The application reference number is SP-38-03 MOD.



ASSOCIATES

CERTIFICATION LETTER



City of Dania Beach

Date: April 26, 2019

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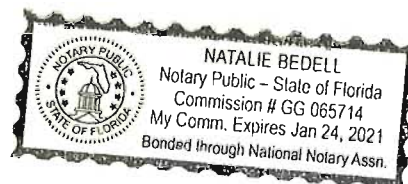
Thank You,

A handwritten signature in blue ink, appearing to read "Christina Mathews".

Christina Mathews

Sworn and subscribed before me this 26th day of April, 2019. She is personally known to me.

A handwritten signature in blue ink, appearing to read "Natalie Bebell".

Signature of Notary

1025 Yale Drive
Hollywood, Florida 33021
954-920-2205

Email: cutroplanning@yahoo.com

RECEIVED
MAY 02 2013
Planning
Department

SW 52ND ST

SW 40TH TER

SW 40TH AV

SW 52ND CT

SW 53RD ST

SW 53RD CT

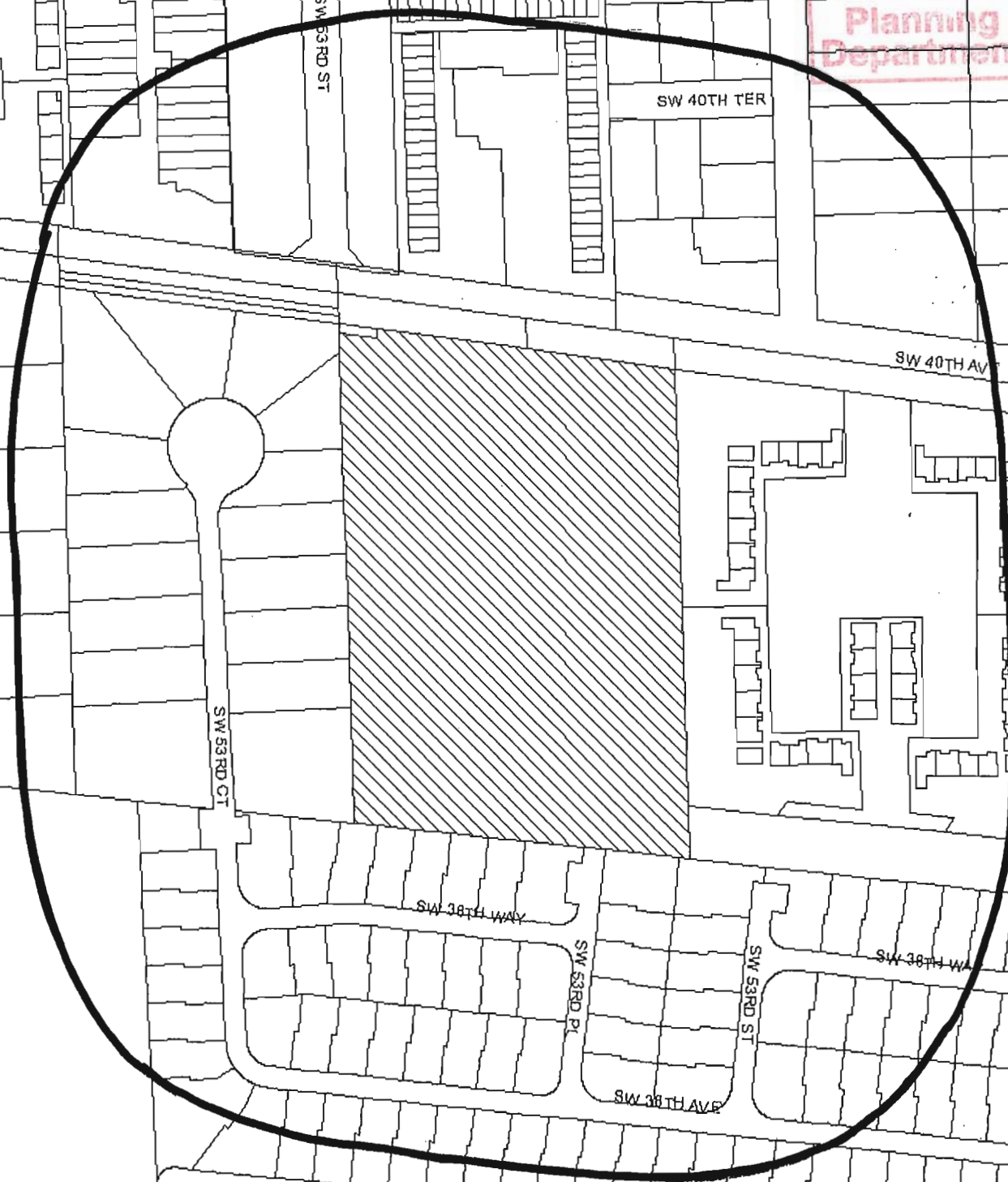
SW 38TH WAY

SW 53RD PL

SW 53RD ST

SW 38TH WAY

SW 38TH AVE



225

112.5

0

225 Feet

MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER
MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

5300 SW 40 Ave

N

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The application reference number is SP-38-03 MOD.

FOLIO, NÚM.	NAME	ADDRESS, LI	CITY	STATE	ZIP	ZIP4	LEGAL
504136010302	VILLAGE TOWNHOUSES CONDOASSOCIATION INC	5301 SW 40 AVE	DANIA BEACH	FL	33314		NEWMAN'S SURVEY 2-26 D 36-50-41 BEG SE COR OF BROWARD GARDENS 21-48 SWLY 293.76, WLY 356.12, NLY 66 TO POB, CONT NLY 158.ELY 60, SLY 75, WLY 10, SLY 83, WLY 50 TO POB
504136010890	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	NEWMAN'S SURVEY 2-26 D 36-50-41 W 5' OF E 40 FT OF TRACT 8 LESSN 1254, LESS S 412 FT AND LESSOR LYING WITHIN HOLLYWOOD CITY LIMITS
504136010900	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	NEWMAN'S SURVEY 2-26 D 36-50-41 W 5' OF E 40 FT OF TRACT 8 LESSN 1254, LESS S 412 FT AND LESSOR LYING WITHIN DANIA BEACH CITY LIMITS
504136020360	TUMPEK, PATRICIA H/ETUMPEK, JOHN	4048 SW 51 ST	DANIA BEACH	FL	33314	5712	BROWARD GARDENS 21-48 BLOT 14 BLK 3
504136020372	ANSELM, EZEKIEL SHUA	5121 SW 40 AVE	DANIA BEACH	FL	33314	5703	BROWARD GARDENS 21-48 BLOT 15 S 68 BLK 3
504136020390	JLG REALTY LLC	3222 SW 51 ST	FORT LAUDERDALE	FL	33312		BROWARD GARDENS 21-48 BLOTS 16 & 17 BLK 3
504136020400	WERTZ, BARRY E & PATRICIA A	4065 SW 52 ST	DANIA BEACH	FL	33314	5717	BROWARD GARDENS 21-48 BLOT 18 BLK 3
504136020410	GARTH DYCHE REV LIV TRD DYCHE, GARTH TRSTE	2260 NW 196 TER	MIAMI	FL	33056		BROWARD GARDENS 21-48 BLOT 19 BLK 3
504136020420	GARTH DYCHE REV LIV TRD DYCHE, GARTH TRSTE	2260 NW 196 TER	MIAMI	FL	33056		BROWARD GARDENS 21-48 BLOT 20 BLK 3
504136020950	CRESCENZO, ARNOLD S & KAREN	53 GREENS ROAD	HOLLYWOOD	FL	33021		BROWARD GARDENS 21-48 BLOT 10 S 70.5, 11 S 70.5 OF W 34 BLK 6
504136020951	BECKER, DAVID & THERESA AROMEO, MICHAEL & REGINA	3874 SHERIDAN ST	HOLLYWOOD	FL	33021	3634	BROWARD GARDENS 21-48 BLOT 10 N 75.11 N 75LESS E 38 BLK 6
136020952	CRESCENZO, MICHAEL NCRESCENZO, ARNOLD & KAREN	2200 PARK LN #214	HOLLYWOOD	FL	33021		BROWARD GARDENS 21-48 BLOTS 10 & 11 S 70.5 OF N 145.50 LESS E 38 BLK 6
504136020960	EMERALD PALMS VENTURE LP	2711 N SEPULVEDA BLVD #526	MANHATTAN BEACH	CA	90266		BROWARD GARDENS 21-48 BLOT 12 S 60 OF N 156LESS W 12 & LESS THAT PT LYING WITHIN 35 N OF & 3 W OF SW COR, BLOT 13 S 60 OF N 156 BLK 6AKA: 5220 S.W. 40 TERRACE BUILDING D-31
504136020961	NAPHOLCZ, ERZSEBET NAPHOLCZ, IOAN	131 NW 188 AVE	PEMBROKE PINES	FL	33029		BROWARD GARDENS 21-48 BLOT 12 N 96 LESS W 12 THEREFOR RD R/W TOGETHER WITH LOT 13 N 96 OF W 7 50 BLK 6
504136020962	SKY DO PROPERTIES LLC	12935 IKORA RD	NORTH MIAMI	FL	33181		BROWARD GARDENS 21-48 BLOT 12 S 60 OF E 60 LESS PT LYING WITHIN 35 OF PT LOCATED 35N OF & 3 W OF SE COR OF LOT 11 LOT 13 S 60 BLK 6
504136020963	ALQUSH 1777 LLC	8737 NW 39 ST	HOLLYWOOD	FL	33024	8740	BROWARD GARDENS 21-48 BLOT 13 N 96 LESS W 7.50 BLK 6
504136020970	BENSMON, HAIM H/BENSMON, LETTI	4032 SW 52 ST	DANIA BEACH	FL	33314		BROWARD GARDENS 21-48 BLOT 14 W 40 OF N 110 & BLOT 14 E 20 OF W 60 OF N 100 BLK 6
504136020971	INVAL LC	4995 NW 72 AVE #102	MIAMI	FL	33166		BROWARD GARDENS 21-48 BLOT 14 LESS W 40 OF N 110 & E 20 OF W 60 OF N 100 BLK 6
504136020980	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004		BROWARD GARDENS 21-48 BSTREETS & AVENUES DEDICATED PER PLAT
504136110010	EMERALD PALMS VENTURE LP	2711 N SEPULVEDA BLVD #526	MANHATTAN BEACH	CA	90266		CHAMBERS ESTATES 102-38 BLOTS 1 THRU 9AKA: PARCEL 347BLDG 8-A) 4021 SW 53 ST PARCEL 52 (12 UNIT) 4000 SW 53 STEMERALD PALM APTS
504136110011	CHAMBERS, ROBERT W & ARLENE DCTD PUBLIC %CITY OF DANIA BCH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	CHAMBERS ESTATES 102-38 BLOT 1 LESS UNITS 1 THRU 27AKA: COMMON AREAVILLAS AT OAK HAMMOCK
36260010	VILLAS AT OAK HAMMOCK HOMEOWNERS ASSN INC	5315 SW 40 AVE	DANIA BEACH	FL	33314		VILLAS AT OAK HAMMOCK 174-123 BORTION PARCEL A DESC
504136260011	KAZAR, SERGIOKAZARTSEV, ELENA PAVLOVNA	5369 SW 40 AVE	DANIA BEACH	FL	33314		VILLAS AT OAK HAMMOCK 174-123 BORTION PARCEL A DESC
504136260020	AKRAM, FAHD	4613 SW 75 WAY	DANIA BEACH	FL	33314		VILLAS AT OAK HAMMOCK 174-123 BORTION PARCEL A DESC
504136260030	HOROVITZ, AVITALHOROVITZ, MATAN	5365 SW 40 AVE	DANIA BEACH	FL	33314		VILLAS AT OAK HAMMOCK 174-123 BORTION PARCEL A DESC
504136260040	PARKSTAR CORP	371 OLDRIDGE RD	EAST NORTHPORT	NY	11731		VILLAS AT OAK HAMMOCK 174-123 BORTION PARCEL A DESC
504136260180	DOUGLAS, PETER J	5335 SW 40 AVE	FORT LAUDERDALE	FL	33314	6728	VILLAS AT OAK HAMMOCK 174-123 BORTION PARCEL A DESC

504136260190	DI LORENZO, MELISANARANO, ALVARO J GOMEZ	5333 SW 40 AVE	DANIA BEACH	FL	33314	VILLAS AT OAK HAMMOCK 174-123 BPORTION PARCEL A DESC AS COMMSE COR PAR A, NE 119.58 ALG E/L, SW 275.05 TO POB, SW 21.33, NW 94, NE 21.33, SE 94 TO POB AKA: UNIT 19 VILLAS AT OAK HAMMOCK
504136260200	VIRGINIA INVEST LLC	5351 SW 40 AVE	FORT LAUDERDALE	FL	33314	VILLAS AT OAK HAMMOCK 174-123 BPORTION PARCEL A DESC AS COMMSE COR PAR A, N 119.58 ALG E/L, SW 249.37 TO POB, SW 25.68, NW 94, NE 37.5E 73.5W 11.32, SE 21.00 TO POB AKA: UNIT 20 VILLAS AT OAK HAMMOCK
504136260210	PHILIPPE, EVELYNE LISAPHILIPPE, GHSILAIN JACQUES ANNE	5329 SW 40 AVE	DANIA BEACH	FL	33314	VILLAS AT OAK HAMMOCK 174-123 BPORTION PARCEL A DESC AS COMM SECOR PAR A, NE 119.58 ALG E/L, W201.05 TO POB, W 25.68, NW 21, W11.32, NW 73, NE 37, SE 94 TO POB AKA: UNIT 21 VILLAS AT OAK HAMMOCK
504136260220	MOSTERT, ALBERT W MOSTERT, MARIA A UNDA DE	5327 SW 40 AVE	DANIA BEACH	FL	33314	VILLAS AT OAK HAMMOCK 174-123 BPORTION PARCEL A DESC AS COMM SECOR PAR A, NE 119.58 ALG E/L, SW 179.72 TO POB, SW 21.33, NW 94, NE 21.33, SE 94 TO POB AKA: UNIT 22 VILLAS AT OAK HAMMOCK
504136260230	SHY, SU HWA LESHY, BOR S ETAL	11001 NW 15 ST	PENBROKE PINES	FL	33026	VILLAS AT OAK HAMMOCK 174-123 BPORTION PARCEL A DESC AS COMMSE COR PAR A, NE 119.58 ALG E/L, SW 137.06 TO POB, SW 21.33, NW 94, NE 21.33, SE 94 TO POB AKA: UNIT 24 VILLAS AT OAK HAMMOCK
504136260240	WETZMAN, DANIEL & ANDJAR, JOHNNY	800 PARKVIEW DR APT 1025	HALLANDALE BEACH	FL	33009	VILLAS AT OAK HAMMOCK 174-123 BPORTION PARCEL A DESC AS COMM SECOR PAR A, NE 119.58 ALG E/L, SW 115.73 TO POB, SW 21.33, NW 94, NE 21.33, SE 94 TO POB AKA: UNIT 25 VILLAS AT OAK HAMMOCK
504136260250	BAR-DAVID, HILA	238 THORNHILL WOOD DR	*THORNHILL ON	CA	L4J 8	VILLAS AT OAK HAMMOCK 174-123 BPORTION PARCEL A DESC AS COMMSE COR PAR A, NE 119.58 ALG E/L, SW 94.40 TO POB, SW 21.33, NW 94, NE 21.33, SE 94 TO POB AKA: UNIT 26 VILLAS AT OAK HAMMOCK
504136260260	BROWN, SHAWN	5319 SW 40 AVE	DANIA BEACH	FL	33314	VILLAS AT OAK HAMMOCK 174-123 BPORTION PARCEL A DESC AS COMM SECOR PAR A, NE 119.58 ALG E/L, SW 74.90 TO POB, SW 19.50, NW 94, NE 47.25, SE 24.43, SWLY 36.82, SET 7.30, SW 10.88, SE 21 TO POB AKA: UNIT 27 VILLAS AT OAK HAMMOCK
504136260270	WALDRON, GARY	5317 SW 40 AVE	DANIA BEACH	FL	33314	VILLAS AT OAK HAMMOCK 174-123 BPORTION PARCEL A DESC AS COMM SECOR PAR A, NE 119.58 ALG E/L, SW 74.90 TO POB, SW 19.50, NW 94, NE 47.25, SE 24.43, SWLY 36.82, SET 7.30, SW 10.88, SE 21 TO POB AKA: UNIT 27 VILLAS AT OAK HAMMOCK
504136260280	O'ROURKE, JAMES G	3406 MAIN ST	STRAITFORD	CT	06614	VILLAGE TOWNHOUSE 1 CONDO UNIT 1
504136260290	5309 SW 40TH AVE LLC	5309 SW 40 AVE #2	FORT LAUDERDALE	FL	33314	VILLAGE TOWNHOUSE 1 CONDO UNIT 2
504136260300	SILVEY, JENNIFER	5307 SW 40 AVE #3	DANIA BEACH	FL	33314	VILLAGE TOWNHOUSE 1 CONDO UNIT 3
504136260310	LANI, LISA	3954 STRATHROY CRT	*MISSISSAUGA ON	CA	L5L 3	VILLAGE TOWNHOUSE 1 CONDO UNIT 4
504136260320	NARGISO, DANIEL A & PATRICIA	5303 SW 40 AVE UNIT 5	DANIA BEACH	FL	33314	VILLAGE TOWNHOUSE 1 CONDO UNIT 5
504136260330	BEACHER, JAMMI	5328 BEATLE CT	JACKSONVILLE	FL	32244	VILLAGE TOWNHOUSE 1 CONDO UNIT 6
504136260340	SHAILU, JACOB	4306 JOHNSON ST	HOLLYWOOD	FL	33021	VILLAGE TOWNHOUSE 1 CONDO UNIT 7
504136260350	M SFL INVESTMENTS LLC	PO BOX 292334	FORT LAUDERDALE	FL	33329	VILLAGE TOWNHOUSE 1 CONDO UNIT 8
504136260360	2920 NW 55 AVENUE #20 LLC	20201 E COUNTRY CLUB DR #605 #9	ADVENTURA	FL	33180	VILLAGE TOWNHOUSE 1 CONDO UNIT 9
504136260370	HEDAD, IGAL	5291 SW 40 AVE # 10	DANIA BEACH	FL	33314	VILLAGE TOWNHOUSE 1 CONDO UNIT 10
504136260380	NOBLE, ROBERT	5289 SW 40 AVE APT 11	DANIA BEACH	FL	33314	VILLAGE TOWNHOUSE 1 CONDO UNIT 11
504136260390	CERRUDO, MARIANNE	5287 SW 40 AVE	DANIA BEACH	FL	33314	VILLAGE TOWNHOUSE 1 CONDO UNIT 12
504136260400	LAWRENCE, SADIKI H/ WILLIAMS, YVONNE	5285 SW 40 AVE #13	DANIA BEACH	FL	33314	VILLAGE TOWNHOUSE 1 CONDO UNIT 13
504136260410	DEMILIO, JUDITH J	5283 SW 40 AVE	DANIA BEACH	FL	33314	VILLAGE TOWNHOUSE 1 CONDO UNIT 14
504136260420	WINDMILLER, TERRY	5281 SW 40 AVE	DANIA BEACH	FL	33314	VILLAGE TOWNHOUSE 1 CONDO UNIT 15
504136260430	WIELLER, DANIELLE WIELLER, MICHAEL & FRANCINE	5305 SW 103 AVE	COOPER CITY	FL	33328	VILLAGE TOWNHOUSE 1 CONDO UNIT 16
504136260440	DUEPRATH, SIMONE	171 GIRARD ST	BROOKLYN	NY	11235	VILLAGE TOWNHOUSE 1 CONDO UNIT 17
504136260450	GAMZO, RAM	5275 SW 40 AVE #18	DANIA BEACH	FL	33314	VILLAGE TOWNHOUSE 1 CONDO UNIT 18
504136260460	MARTINEZ, JIMENA	5371 SW 40 AVE UNIT 101	DANIA BEACH	FL	33314	BEL-AIRE SEC 1 CONDO UNIT 101
504136260470	KIRWAN, DAVID L JR	5371 SW 40 AVE UNIT 102	DANIA BEACH	FL	33314	BEL-AIRE SEC 1 CONDO UNIT 102
504136260480	REYES, RAFAEL & PAMELA	5216 SW 93 AVE	COOPER CITY	FL	33328	BEL-AIRE SEC 1 CONDO UNIT 103
504136260490	GONZALEZ, MICHAEL	5371 SW 40 AVE #104	DANIA BEACH	FL	33314	BEL-AIRE SEC 1 CONDO UNIT 104
504136260500	BOJZA, MIL AGROS	5371 SW 40 AVE UNIT 105	DANIA BEACH	FL	33314	BEL-AIRE SEC 1 CONDO UNIT 105
504136260510	GOMEZ, MARIA C H/ ENAZARI, CLAUDIA	5371 SW 40 AVE #201	DANIA BEACH	FL	33314	BEL-AIRE SEC 1 CONDO UNIT 201
504136260520	BRASUCCI, RICHARD	8325 MADISON ST	BROOKVILLE	FL	34613	BEL-AIRE SEC 1 CONDO UNIT 202
504136260530	COOPER, STELLA	5371 SW 40 AVE APT 203	FORT LAUDERDALE	FL	33314	BEL-AIRE SEC 1 CONDO UNIT 203
504136260540	BROWN'S ROYAL TY LAND TRBROWN, NICHOLE TRSTEE	15346 SW 21 PL	MIRAMAR	FL	33027	BEL-AIRE SEC 1 CONDO UNIT 204
504136260550	DIAZ, INOVA JOSEFINA	5371 SW 40 AVE UNIT 205	DANIA BEACH	FL	33314	BEL-AIRE SEC 1 CONDO UNIT 205

504136AD0010	SHIVA TABIB-MISSAGHI FAM TRTABIB-	3715 STARBOARD AVE	COOPER CITY	FL	33026		VILLAGE TOWNHOUSE 2 CONDOUNT 19
504136AD0020	MASSAGHI,SHIVA TRSTEE	5021 SW 111 TER	DAVE	FL	33328	3904	VILLAGE TOWNHOUSE 2 CONDOUNT 20
504136AD0030	HANLON, WILLIAM F & MAJORIE L	5021 SW 111 TER	DAVE	FL	33328	3904	VILLAGE TOWNHOUSE 2 CONDOUNT 21
504136AD0040	WARREN,DAWN A LEBEBRAIO,MICHELLE E	5267 SW 40 AVE #22	DANIA BEACH	FL	33314	6501	VILLAGE TOWNHOUSE 2 CONDOUNT 22
504136AD0050	ANDERSON,LYN	5265 SW 40 AVE APT 23	DANIA BEACH	FL	33314	6501	VILLAGE TOWNHOUSE 2 CONDOUNT 23
504136AD0060	COLON,CONSUELO MONSANTO	5263 SW 40 AVE #24	DANIA BEACH	FL	33314	6501	VILLAGE TOWNHOUSE 2 CONDOUNT 24
504136AD0070	2920 NW 55TH AVENUE 2D LLC	20201 E COUNTRY CLUB DR #605	DAVENTURA	FL	33180		VILLAGE TOWNHOUSE 2 CONDOUNT 25
504136AD0080	CABRERA,MICHAEL SCHILLE,DAVID	5259 SW 40 AVE #26	DANIA BEACH	FL	33314	6501	VILLAGE TOWNHOUSE 2 CONDOUNT 26
504136AD0090	LAMONT,CAROL	5257 SW 40 AVE UNIT 27	DANIA BEACH	FL	33314	6501	VILLAGE TOWNHOUSE 2 CONDOUNT 27
504136AD0100	BENSON,ROBERT E & DALE G	5255 SW 40 AVE APT 28	DANIA BEACH	FL	33314	6501	VILLAGE TOWNHOUSE 2 CONDOUNT 28
504136AD0110	WOLWITZ,NAOMI	3509 S LONGFELLOW CIR	HOLLYWOOD	FL	33021		VILLAGE TOWNHOUSE 2 CONDOUNT 29
504136AD0120	MCIVER,LAUREL	5251 SW 40 AVE	DANIA BEACH	FL	33314	6501	VILLAGE TOWNHOUSE 2 CONDOUNT 30
504136AD0130	DRUSKIN,MAZODRUSKIN,SHEU RACHEL	2920 SW 46 ST	FORT LAUDERDALE	FL	33312		VILLAGE TOWNHOUSE 2 CONDOUNT 31
504136AD0140	JACOBS,JILL G	5247 SW 40 AVE #32	DANIA BEACH	FL	33314		VILLAGE TOWNHOUSE 2 CONDOUNT 32
504136AD0150	HASHINOVSKY,ABRAHAM I	300 WINSTON DR #2303	CLIFFSIDE PARK	NJ	07010		VILLAGE TOWNHOUSE 2 CONDOUNT 33
504136AD0160	ANDRILES,ANGELA &TOMPKINS,MARK	5243 SW 40 AVE # 34	DANIA BEACH	FL	33314	6501	VILLAGE TOWNHOUSE 2 CONDOUNT 34
504136AD0170	RUFINI,TERESA	545 S KELLER RD UNIT 3302	ORLANDO	FL	32810	6253	VILLAGE TOWNHOUSE 2 CONDOUNT 35
504136AD0180	SHAPKIN,ADAM M & KERRY MAE	1489 SW 99 TER	DAVE	FL	33324	6431	VILLAGE TOWNHOUSE 2 CONDOUNT 36
504136AD0190	KUCHINSKAYA,ANNA	3451 SW 52 ST	FORT LAUDERDALE	FL	33312	5535	VILLAGE TOWNHOUSE 2 CONDOUNT 37
504136AD0200	CUPP,BOYDCUPP JULIA	6128 GOLF VILLAS	BOYNTON BEACH	FL	33437		VILLAGE TOWNHOUSE 2 CONDOUNT 38
504136AD0210	CREECH,PATRICIA	5233 SW 40 AVE	DANIA BEACH	FL	33314	6501	VILLAGE TOWNHOUSE 2 CONDOUNT 39
504136AD0220	SWEENEY,CARMELA LENGLESE,ANGELINA R	PO BOX 722	DANIA BEACH	FL	33004	0722	VILLAGE TOWNHOUSE 2 CONDOUNT 40
504136AD0230	CABRERA,CARLOS	1426 S 61 CT	CICEO	IL	60804	1048	VILLAGE TOWNHOUSE 2 CONDOUNT 41
504136AD0240	AXXON RENT REV LAND TRAXXON RENT LLC TRSTEE	PO BOX 1816	DANIA BEACH	FL	33004		VILLAGE TOWNHOUSE 2 CONDOUNT 42
504136AD0250	TODARO,NICHOLAS	5225 SW 40 AVE	DANIA BEACH	FL	33314	6501	VILLAGE TOWNHOUSE 2 CONDOUNT 43
504136AD0260	KUSHNER,ARLENE	5223 SW 40 AVE	DANIA BEACH	FL	33314	6501	VILLAGE TOWNHOUSE 2 CONDOUNT 44
504136AD0270	LEVI,ARIE	5221 SW 40 AVE #45	DANIA BEACH	FL	33314	6501	VILLAGE TOWNHOUSE 2 CONDOUNT 45
504136AD0280	FITUSSI,ITALI BACHAR	5219 SW 40 AVE #46	DANIA BEACH	FL	33314	6501	VILLAGE TOWNHOUSE 2 CONDOUNT 46
504136AD0290	GENAO, GIOVANNI	5217 SW 40 AVE APT 47	DANIA BEACH	FL	33314	6501	VILLAGE TOWNHOUSE 2 CONDOUNT 47
504136AD0300	KIR INVESTMENTS LLC	645 W HALLANDALE BEACH BLVD #101	HALLANDALE BEACH	FL	33314		VILLAGE TOWNHOUSE 2 CONDOUNT 48
504136AD0310	PEPPER,ADRIAN	5213 SW 40TH AVE	FORT LAUDERDALE	FL	33314		VILLAGE TOWNHOUSE 2 CONDOUNT 49
504136AD0320	LUGO,ALEXANDER &SOUS,MARIA	5211 SW 40 AVE	DANIA BEACH	FL	33314	6501	VILLAGE TOWNHOUSE 2 CONDOUNT 50
504136AD0330	POLOVOY,RONA SUERONA SUE POLOVOY REV LIV TR	5209 SW 40 AVE	DANIA BEACH	FL	33314	6501	VILLAGE TOWNHOUSE 2 CONDOUNT 51
504136AD0340	KALENTZIS,REBECCA SUE	5207 SW 40 AVE #52	DANIA BEACH	FL	33314	6501	VILLAGE TOWNHOUSE 2 CONDOUNT 52
504136AD0350	SANTAMARIA,MARIA	5205 SW 40 AVE UNIT 53	DANIA BEACH	FL	33314		VILLAGE TOWNHOUSE 2 CONDOUNT 53
504231010281	OAK HILLS CONDOMINIUM INC	4350 SW 59 AVE BLDG A	DAVE	FL	33314		REED LAND CO SUB 2-32 D 31-50-42CONW AT SW COR TR TT,NLY ALG W/LOF TR FOR 199.32 ELY 40.5,NLY225.53 TO POB.E 115.5 106.27,ELY338,NLY 92.48,WLY 150.62,NLY110.5,ELY 161,NLY 74,WLY 326,SLY90,WLY 124.67 TO PT ON W R/WLOF SW 40 AVE,SLY 89.8 TO POB,TOGETHER WITH PT OF LOT 11 LYINGN OF S/L OF OAK HILLS # 3 CONDO
504231010340	STARVISH RONALD STEPHEN & MARIKA	3881 SW 54 ST	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42BEG AT PT 106.02 W OF SE COR OF LOT 12,BLK 2,RUN W ALONG S/L TOPT 505.37 E OF SW COR,N 168.02 E TO PT 131.91 W OF E/L,S 165.52 TO POB REED LAND CO SUB 2-32 D 31-50-42TR 12 BEG AT SE COR,RUN ALONG S/LINE DUE W 106.02,N 165.52,SELY& PARALLEL WITH N LINE A DIS OF 131.91 TO E LINE OF 12,SWLYALONG E LINE 164.57 TO POB,BLK 2
504231010341	BURROUGHS,NOYES & MINERYA,ABANTE	3871 SW 54 ST	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42PT OF LOT 12 FROM SE COR,RUNALONG S LINE W 216.02 TO POB,W 110,N 170.51,SELY & PARALLEL TO N LINE 110.03,S 168.02 TO POB,BLK 2
504231010342	DRAKE,GRADY W	3901 SW 54 ST	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 31-50-42PT OF LOT 12,FROM SE COR,RUNALONG S LINE W 326.02 TO POB,W 110,N 173.01,SELY & PARALLEL WITH N LINE 110.03,S 170.51 TOPOB,BLK 2
504231010343	SHAW,PETER A & SUZANNE	3911 SW 54 ST	FORT LAUDERDALE	FL	33312	6205	REED LAND CO SUB 2-32 D 31-50-42PT OF LOT 12,FROM SE COR,RUNALONG S/L W 436.02 TO POB,W 110,N 175.50,SELY & PARALLEL TO NLINE 110.03,S 173.01 TO POB,LESS 25 FOR RD DESC IN OR 19407/915BLK 2
504231010344	STRAUCH,BARRY J & JANNES L	3931 SW 54 ST	FORT LAUDERDALE	FL	33312	6205	REED LAND CO SUB 2-32 D 31-50-42PT OF LOT 12,FROM SE COR,RUNALONG S LINE W 546.02 TO POB,W 175.37 M/L TO SW COR,NELYALONG W LINE 181.75,SELY &PARALLEL TO N LINE 142.40,S 175.50 TO POB,LESS W 35THEREOF,BLK 2
504231010345	CAMISA,HIL EL NETANEL KOHN,REBECCA	3991 SW 54 ST	FORT LAUDERDALE	FL	33312		

504231230050	STANDARD PACIFIC OF S FL GP INCDCOTD PUBLIC %	2600 HOLLYWOOD BLVD #206	HOLLYWOOD	FL	33020	4807	MAPLE RIDGE 167-38 BROAD RIGHTS OF WAY DEDICATED PER PLAT MAPLE RIDGE 167-38 BROR PAR A & B LESS ROAD LYING WITHIN PAR A, LESS LAKES, PRESERVE AREA, LESS LOTS 1-172 PAR A; LOTS 1-97 PAR B; LOTS 1-16 PAR C; LOTS 1-90 PAR DAKA; MAPLE RIDGE MAPLE RIDGE 167-38 BROR PAR A, DESC AS COMM AT SE CORPAR A, NW 1138.12 TO POB, NW 70, NE5.09, NW 50, NE 50.02, SE 50, SWS.09, SE 70, SW 50.02 TO POBAKA; LOT 8 MAPLE RIDGE PARCEL B
504231240010	MAPLERIDGE PROP OWNERS ASSOC INC% RECOMM PROP MGMT	3800 GRIFFIN RD	FORT LAUDERDALE	FL	33312		MAPLE RIDGE 167-38 BROR PAR A, DESC AS COMM AT SE CORPAR A, NW 1040.35 TO POB, NW 70, NE5.09, NW 50, NE 50.02, SE 50, SWS.09, SE 70, SW 50.02 TO POBAKA; LOT 10 MAPLE RIDGE PARCEL B
504231241800	MYARA, ALAIN	5265 SW 38 AVE	FORT LAUDERDALE	FL	33312		MAPLE RIDGE 167-38 BROR PAR A, DESC AS COMM AT SE CORPAR A, NW 1089.18 TO POB, NW 70, NE5.09, NW 50, NE 50.02, SE 50, SWS.09, SE 70, SW 50.02 TO POBAKA; LOT 9 MAPLE RIDGE PARCEL B
504231241810	AMIR, YAACOV	5275 SW 38 AVE	FORT LAUDERDALE	FL	33312		MAPLE RIDGE 167-38 BROR PAR A, DESC AS COMM AT SE CORPAR A, NW 1040.35 TO POB, NW 70, NE5.09, NW 50, NE 50.02, SE 50, SWS.09, SE 70, SW 50.02 TO POBAKA; LOT 10 MAPLE RIDGE PARCEL B
504231241820	IDOLIN, LESLIE E	5285 SW 38 AVE	FORT LAUDERDALE	FL	33312		MAPLE RIDGE 167-38 BROR PAR A, DESC AS COMM AT SE CORPAR A, NW 986.78 TO POB, NW 70, NE5.09, NW 50, NE 55.02, SE 50, SWS.09, SE 70, SW 55.02 TO POBAKA; LOT 11 MAPLE RIDGE PARCEL B
504231241830	LEVY, LEON / LEON LEVY REV TR	5295 SW 38 AVE	FORT LAUDERDALE	FL	33312		MAPLE RIDGE 167-38 BROR PAR A, OF SAID PLAT DESC AS COMM SE CORPAR A, NW 938.21 TO POB, NW 70, NE 5.09, NW 50.00, NE 50.02, SE 50.00, SW 5.09, SE 70.00, SW 50.02 TO POBAKA; LOT 12 MAPLE RIDGE PARCEL B
504231241840	NIETOS LLC	3815 SW 53 PL	FORT LAUDERDALE	FL	33312		MAPLE RIDGE 167-38 BROR PAR A, OF SAID PLAT DESC AS COMM SE CORPAR A, NW 889.81 TO POB, NW 70, NE 5.09, NW 50.00, NE 50.02, SE 50.00, SW 5.09, SE 70.00, SW 50.02 TO POBAKA; LOT 13 MAPLE RIDGE PARCEL B
504231241850	HAZAN, KARINA ESTHER	2800 NE 203 ST APT 6	MIAMI	FL	33180		MAPLE RIDGE 167-38 BROR PAR A, OF SAID PLAT DESC AS COMM SE CORPAR A, NW 841.61 TO POB, NW 70, NE 5.09, NW 50.00, NE 50.02, SE 50.00, SW 5.09, SE 70.00, SW 50.02 TO POBAKA; LOT 14 MAPLE RIDGE PARCEL B
504231241860	LEVY, MARTA S	5311 SW 38 AVE	FORT LAUDERDALE	FL	33312		MAPLE RIDGE 167-38 BROR PAR A, OF SAID PLAT DESC AS COMM SE CORPAR A, NW 793.62 TO POB, NW 70, NE 5.09, NW 50.00, NE 50.02, SE 50.00, SW 5.09, SE 70.00, SW 50.02 TO POBAKA; LOT 15 MAPLE RIDGE PARCEL B
504231241870	AIKISHAWI, SAM & MARY	5317 SW 38 AVE	FORT LAUDERDALE	FL	33312		MAPLE RIDGE 167-38 BROR PAR A, OF SAID PLAT DESC AS COMM SE CORPAR A, NW 745.90 TO POB, NW 70, NE 5.09, NW 50.00, NE 50.02, SE 50.00, SW 5.09, SE 70.00, SW 50.02 TO POBAKA; LOT 16 MAPLE RIDGE PARCEL B
504231241880	WHITLOCK, TED WILLIAM H/ EBERKE-WHITLOCK, MARIA	5323 SW 38 AVE	FORT LAUDERDALE	FL	33312		MAPLE RIDGE 167-38 BROR PAR A, OF SAID PLAT DESC AS COMM SE CORPAR A, NW 698.51 TO POB, NW 70, NE 5.09, NW 50.00, NE 50.02, SE 50.00, SW 5.09, SE 70.00, SW 50.02 TO POBAKA; LOT 17 MAPLE RIDGE PARCEL B
504231241890	LEVY, OFIRA	5329 SW 38 AVE	FORT LAUDERDALE	FL	33312		MAPLE RIDGE 167-38 BROR PAR A, OF SAID PLAT DESC AS COMM SE CORPAR A, NW 651.51 TO POB, NW 70, NE 5.09, NW 50.00, NE 50.02, SE 50.00, SW 5.09, SE 70.00, SW 50.02 TO POBAKA; LOT 18 MAPLE RIDGE PARCEL B
504231241900	LETARTE, LOUIS	2800 RUE POWER	*DROMONDVILLE QC	CA	J2C 6	X8	MAPLE RIDGE 167-38 BROR PAR A, OF SAID PLAT DESC AS COMM SE CORPAR A, NW 605.00 TO POB, NW 70, NE 5.09, NW 50.00, NE 50.02, SE 50.00, SW 5.09, SE 70.00, SW 50.02 TO POBAKA; LOT 19 MAPLE RIDGE PARCEL B
504231241910	KAGINO LLC	3732 SW 49 ST	FORT LAUDERDALE	FL	33312		MAPLE RIDGE 167-38 BROR PAR A, OF SAID PLAT DESC AS COMM SE CORPAR A, NW 559.09 TO POB, NW 70, NE 5.09, NW 50.00, NE 50.02, SE 50.00, SW 5.09, SE 70.00, SW 50.02 TO POBAKA; LOT 20 MAPLE RIDGE PARCEL B
504231241920	HAGGERTY, PAOLA E% HAGGERTY BROS CONSTRUCTION INC	PO BOX 517 STN MAIN	*BRANTFORD ON	CA	N3T 5	N9	MAPLE RIDGE 167-38 BROR PAR A, DESC AS COMM AT SE CORPAR A, NW 513.95 TO POB, NW 70, NE5.09, NW 50, NE 50.02, SE 50, SWS.09, SE 70, SW 50.02 TO POBAKA; LOT 21 MAPLE RIDGE PARCEL B
504231241930	SALPIETRO, SALVATORE H/ESALPIETRO, STEPHANIE	5363 SW 38 AVE	FORT LAUDERDALE	FL	33312		

504231241940	CARAMELOS, LLC	5371 SW 38 AVE	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOB PAR A DESC AS COMM AT SE CORPAR A,NW 469.80 TO POB,NW 70,NES 09,NW 50,NE 50.02,SE 50,SWS 09,SE 70,SW 50.02 TO POBAKALOT 22MAPLE RIDGE PARCEL B
504231241950	PERETZ,SHIMONGUR,MAYA	5379 SW 38 AVE	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOB PAR A DESC AS COMM AT SE CORPAR A,NW 426.95 TO POB,NW 70,NES 09,NW 50,NE 50.02,SE 50,SWS 09,SE 70,SW 50.02 TO POBAKALOT 23MAPLE RIDGE PARCEL B
504231241960	SASSINE,JOHN & INGRID Z	5385 SW 38 AVE	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOB PAR A DESC AS COMM AT SE CORPAR A,NW 426.95 TO POB,NW 70,NES 09,NW 50,NE 50.02,SE 50,SWS 09,SE 70,SW 50.02 TO POBAKALOT 23MAPLE RIDGE PARCEL B
504231241970	BITTON,AHARON & HASIA	3804 SW 53 CT	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOB PAR A DESC AS COMM AT SE CORPAR A,NW 391.86 TO POB,NW 73.66,NE 5.09,NW 35.68,NW 32.56,NELYALG CURVE 18.49,NE 27.72,SE 50,SW 5.09,SE 70,SW 110.27 TO POBAKALOT 24MAPLE RIDGE PARCEL B
504231241980	TORRES,HERNANDEZ,BRENDA TIGWETA,DOLEV E	3812 SW 53 CT	DAVIE	FL	33312	MAPLE RIDGE 167-38 BPOB PAR A DESC AS COMM AT SE CORPAR A,NW 291.89 TO POB,NW 140.45,NW 50,NE 5.09,NW 36.46,NW 26.82,NELY ALG CURVE 34.89,SE 32.56,SE35.68,SW 5.09,SE 73.65,SW 24.09,SELY ALG ARC 34.57 TO POBAKALOT 25MAPLE RIDGE PARCEL B
504231241990	QUINN,GLADYS H/EPALOMINO,JUAN JULIAN	3820 SW 53 CT	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOB PAR A DESC AS COMM AT SE CORPAR A,NW 432.93 TO POB,NW 50.02,NW 50,NE 5.09,NW 50.07,NE 50.02,SE 50.07,SW 5.09,SE 50 TO POBAKALOT 27MAPLE RIDGE PARCEL B
504231242000	DANILAROV,AVIDANILAROV,BERTA	9919 66 RD APT 2E	REGO PARK	NY	11374	MAPLE RIDGE 167-38 BPOB PAR A DESC AS COMM AT SE CORPAR A,NW 519.79 TO POB,NW 50.02,NW 50,NE 5.09,NW 50.07,NE 50.02,SE 50.07,SW 5.09,SE 50 TO POBAKALOT 29MAPLE RIDGE PARCEL B
504231242010	IHS PROPERTY FLORIDA LP% INVITATION HOMES - TAX DEPT	1717 MAIN ST #2000	DALLAS	TX	75201	MAPLE RIDGE 167-38 BPOB PAR A DESC AS COMM AT SE CORPAR A,NW 564.86 TO POB,NW 50.02,NW 50,NE 5.09,NW 50.07,NE 50.02,SE 50.07,SW 5.09,SE 50 TO POBAKALOT 30MAPLE RIDGE PARCEL B
504231242020	WHATLEY,PAUL S	3860 SW 53 CT	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOB PAR A DESC AS COMM AT SE CORPAR A,NW 610.70 TO POB,NW 120.11,NE 101.37,SE 19,NE 54.18,NW 19,NE 55.11,SE 50.07,SW 5.09,SE 50,TO POBAKALOT 31MAPLE RIDGE PARCEL B
504231242030	SAITTA,ROBERT	940 S COORS DR	LAKEWOOD	CO	80228	MAPLE RIDGE 167-38 BPOB PAR A DESC AS COMM AT SE CORPAR A,NW 686.11 TO POB,NW 50,NWS 05,SW 69.23,NE 65.92,SE 55.44,SW 5.09,SE 55.44,SE 46.63 TO POBAKALOT 33MAPLE RIDGE PARCEL B
504231242040	ZAKEN,AVIAD AVRAHAM	5382 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOB PAR A DESC AS COMM AT SE CORPAR A,NW 716.77 TO POB,NW 55.44,NE 5.09,NW 55.18,NE 50.02,SE55.18,SW 5.09,SE 50,SWLY ALG ARC35.83,SE 14.74 TO POBAKALOT 34MAPLE RIDGE PARCEL B
504231242050	SHIMONI,TAL H/ETZEMACH,YOSEF COHEN	5376 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOB PAR A DESC AS COMM AT SE CORPAR A,NW 749.68 TO POB,NW 50,NES 09,NW 55.18,NE 50.02,SE 55.18,SW 5.09,SE 50,SW 49.84,SLY ALGARC 0.18 TO POBAKALOT 35MAPLE RIDGE PARCEL B
504231242060	5730 SW 38 LLC	2974 GRIFFIN ROAD UNIT 6	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOB PAR A DESC AS COMM AT SE CORPAR A,NW 779.96 TO POB,NW 50,NES 09,NW 55.18,NE 50.02,SE 55.18,SW 5.09,SE 50,SW 50.02 TO POBAKALOT 36MAPLE RIDGE PARCEL B
504231242070	AZOULAY,YAAKOV H/AZOULAY,NOHAI	5362 SW 38 WAY	FORT LAUDERDALE	FL	33312	
504231242080	SHTENYBERG,ROMAN & OLGA LESHTENYBERG,YEUGENIY	5356 SW 38 WAY	FORT LAUDERDALE	FL	33312	

504231242090	FEINBERG, LLOYD I / STORCH, ERIC M	5344 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORPAR A,NW 812.30 TO POB,NW 50,NE5.09,NW 55.18 NE 50.02 SE 55.18,SW 5.09,SE 50,SW 50.02 TO POBAKALLOT 37MAPLE RIDGE PARCEL B
504231242100	MCKAY, TIMOTHY H / WILLIAMSON, JULIE	5340 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORPAR A,NW 846.36 TO POB,NW 50,NE5.09,NW 55.18 NE 50.02 SE 55.18,SW 5.09,SE 50,SW 50.02 TO POBAKALLOT 38MAPLE RIDGE PARCEL B
504231242110	NORMAN OFFER & TERESTA	5334 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORPAR A,NW 989.58 TO POB,NW 69.75,NE 100,SE 74.84,SW 50,NW 5.09,SW50 TO POBAKALLOT 40MAPLE RIDGE PARCEL B
504231242120	SHAKED, ITSHAKSHAKED, TIKVA MERCEDES	4922 SHERIDAN ST	HOLLYWOOD	FL	33021	MAPLE RIDGE 167-38 BFOR PAR A OF SAID PLAT DESC ASCOMM SE COR PAR A,NW 957.86 TOPOB,NW 50.02,NE 50.00,SE 5.09,NE 50.00,SE 50.02,SW 50.00,NW5.09,SW 50.00 TO POBAKALLOT 41MAPLE RIDGE PARCEL B
504231242130	ROTENSTEIN, MOSHE & MARY S	3849 SW 53 PL	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A OF SAID PLAT DESC ASCOMM SE COR PAR A,NW 927.76 TOPOB,NW 50.02,NE 50.00,SE 5.09,NE 50.00,SE 50.02,SW 50.00,NW5.09,SW 50.00 TO POBAKALLOT 42MAPLE RIDGE PARCEL B
504231242140	SALOMONOVITZ, YACOV H / SALOMONOVITZ, ALIZA	3837 SW 53 PLACE	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A OF SAID PLAT DESC ASCOMM SE COR PAR A,NW 889.43 TOPOB,NW 50.02,NE 50.00,SE 5.09,NE 50.00,SE 50.02,SW 50.00,NW5.09,SW 50.00 TO POBAKALLOT 43MAPLE RIDGE PARCEL B
504231242150	GALBUT, DAVID LGALBUT, GITTA S	5959 COLLINS AVE APT 804	MIAMI BEACH	FL	33140	2290 MAPLE RIDGE 167-38 BFOR PAR A OF SAID PLAT DESC ASCOMM SE COR PAR A,NW 872.67 TOPOB,NW 50.77,NE 50.00,SE 5.09,NE 50.00,SE 50.77,SW 50.00,NW5.09,SW 50.00 TO POBAKALLOT 44MAPLE RIDGE PARCEL B
504231242160	NIETOS LLC	3732 SW 49 ST	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM SE CORPAR A,NW 872.67 TO POB,NW 50,SE 5.09,NE 50,SE 57.50,SW 64,SWLY ARC DIST 56.55,NW 26.59 TO POBAKALLOT 45MAPLE RIDGE PARCEL B
504231242170	CARCIENTE MERCEDES	3805 SW 53 PL	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A OF SAID PLAT DESC ASCOMM SE COR PAR A,NW 933.12 TOPOB,NW 57.50,NE 50.00,NW 5.09,NE 50.00,SE 26.59 TO P/C,SELY 56.55,SW 64.00 TO POBAKALLOT 46MAPLE RIDGE PARCEL B
504231242180	ZION ZAHAVA	3800 SW 53 ST	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A OF SAID PLAT DESC ASCOMM SE COR PAR A,NW 957.92 TOPOB,NW 50.77,NE 50.00,NW 5.09,NE 50.00,SE 50.77,SW 50.00,SE5.09,SW 50.00 TO POBAKALLOT 47MAPLE RIDGE PARCEL B
504231242190	GORRONO, IKER	4956 SW 32 TER	FORT LAUDERDALE	FL	33312	6991 MAPLE RIDGE 167-38 BFOR PAR A OF SAID PLAT DESC ASCOMM SE COR PAR A,NW 982.01 TOPOB,NW 50.02,NE 50.00,NW 5.09,NE 50.00,SE 50.02,SW 50.00,SE5.09,SW 50.00 TO POBAKALLOT 48MAPLE RIDGE PARCEL B
504231242200	LEVINE, DOLORES V / LEBRALO, SERGE E	101 EXECUTIVE CENTER DR #509	WEST PALM BEACH	FL	33401	MAPLE RIDGE 167-38 BFOR PAR A OF SAID PLAT DESC ASCOMM SE COR PAR A,NW 1007.86 TOPOB,NW 50.02,NE 50.00,NW 5.09,NE 50.00,SE 50.02,SW 50.00,SE5.09,SW 50.00 TO POBAKALLOT 49MAPLE RIDGE PARCEL B
504231242210	REIS, MIRA	3844 SW 53 ST	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A OF SAID PLAT DESC ASCOMM SE COR PAR A,NW 1035.39 TOPOB,NW 50.02,NE 50.00,NW 5.09,NE 50.00,SE 50.02,SW 50.00,SE5.09,SW 50.00 TO POBAKALLOT 50MAPLE RIDGE PARCEL B
504231242220	YARKONY, ALLON	3850 SW 53 ST	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORNW 1064.56 TO POB,NW 74.84,NE114,SE 21,SW 14,SE 48.75,SW 50,SE 5.09,SW 50 TO POBAKALLOT 51MAPLE RIDGE PARCEL B
504231242230	DAVIDSON, RONALD J & IWONA S	3862 SW 53 ST	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORPAR A,NW 1212.85 TO POB,SW 44.34SWLY ALG ARC 39.27,NW 23.19,NE19,NW 35.99,SW 33,NW 21,NE 88.43SE 55.18,SW 5.09,SE 50 TO POBAKALLOT 52MAPLE RIDGE PARCEL B
504231242240	GILL, LLOYD E	5290 SW 38 WAY	FORT LAUDERDALE	FL	33312	

504231242250	NUDEL,SVETLANA LENUDEL,DAVID & NUDEL,ROBERT	5280 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOK PAR A DESC AS COMM AT SE CORPAR A,NW 121.2,85 TO POB,NW 50,NES.09,NW 55.18,NE 50.02,SE 55.18,SW 5.09,SE 50,SW 50.02 TO POBAKALLOT 53MAPLE RIDGE PARCEL B
504231242260	IOJES,PABLO ARIEL H/E &IOJES,CARLOS & SANDRA F.O.D	5264 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOK PAR A DESC AS COMM AT SE CORPAR A,NW 1256.41 TO POB,NW 50,NES.09,NW 55.18,NE 50.02,SE 55.18,SW 5.09,SE 50,SW 50.02 TO POBAKALLOT 54MAPLE RIDGE PARCEL B
504231242270	ALAMEDA 1 LLC	5371 SW 38 AVE	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-8 BPOK PAR A DESC AS COMM AT SE CORPAR A,NW 1300.43 TO POB,NW 50,NES.09,NW 55.18,NE 50.02,SE 55.18,SW 5.09,SE 50,SW 50.02 TO POBAKALLOT 55MAPLE RIDGE PARCEL B
504231242280	PEVSNER,DEBORAHMAPLE RIDGE LAND TR	5240 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOK PAR A DESC AS COMM AT SE CORPAR A,NW 1344.87 TO POB,NW 50,NES.09,NW 55.18,NE 50.02,SE 55.18,SW 5.09,SE 50,SW 50.02 TO POBAKALLOT 56MAPLE RIDGE PARCEL B
504231242290	BENDAVID,ROBERT E	5226 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOK PAR A DESC AS COMM AT SE CORPAR A,NW 1389.70 TO POB,NW 50,00NE 5.09,NW 55.18,NE 50.02,NES5.18,SW 5.09,SE 50.00,SW 50.02TO POBAKALLOT 57MAPLE RIDGE PARCEL B
504231242300	BODZIN,BRIAN & SOFYA	5212 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOK PAR A DESC AS COMM AT SE CORPAR A,NW 1434.86 TO POB,NW 50,NES.09,NW 55.18,NE 50.02,SE 55.18,SW 5.09,SE 50,SW 50.02 TO POBAKALLOT 58MAPLE RIDGE PARCEL B
504231242400	BERDUGO-YARKONY,LAURENYARKONY,LERON	5230 SW 38 AVE	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOK PAR A DESC AS COMM AT SE CORPAR A,NW 1306.34 TO POB,NW 50,SW5.09,NW 50,NE 50.02,SE 50,NES.09,SE 50,SW 50.02 TO POBAKALLOT 68MAPLE RIDGE PARCEL B
504231242410	MELLEY,ROBERT H/EBERETTA-MELLEY,VALIERI	5242 SW 38 AVE	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOK PAR A DESC AS COMM AT SE CORPAR A,NW 1258.55 TO POB,NW 50,SW5.09,NW 50,NE 50.02,SE 50,NES.09,SE 50,SW 50.02 TO POBAKALLOT 69MAPLE RIDGE PARCEL B
504231242420	DONIAROV,LARISA	5256 SW 38 AVE	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOK PAR A DESC AS COMM AT SE CORPAR A,NW 1210.94 TO POB,NW 50,SW5.09,NW 50,NE 50.02,SE 50,NES.09,SE 50,SW 50.02 TO POBAKALLOT 70MAPLE RIDGE PARCEL B
504231242430	HIBBERT,SUSAN P LEHIBBERT,JANELLE & DIMERCY,CARLA	5268 SW 38 AVE	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOK PAR A DESC AS COMM AT NW CORPAR A,NW 1163.54 TO POB,NW 50,SW5.09,NW 50,NE 50.02,SE 50,NES.09,SE 50,SW 50.02 TO POBAKALLOT 71MAPLE RIDGE PARCEL B
504231242440	ISMARK,HOWARD SNEWMAN,DEBORAH ANN	5282 SW 38 AVE	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOK PAR A DESC AS COMM AT SE CORPAR A,NW 1116.36 TO POB,NE 50,SW5.09,NW 50,NE 50.02,SE 50,NES.09,SE 50,SW 50.02 TO POBAKALLOT 72MAPLE RIDGE PARCEL B
504231242450	GALLEGOS,RODRIGO F H/EREIS,MAGNO LOPES DOS	5292 SW 38 AVE	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOK PAR A DESC AS COMM AT SE CORPAR A,NW 1116.36 TO POB,SW 33.37,SWLY 56.55,NW 64,NE 64.28,SE 50,NE 5.09,SE 50 TO POBAKALLOT 73MAPLE RIDGE PARCEL B
504231242460	YONA,YONATAN	5291 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOK PAR A DESC AS COMM AT SE CORPAR A,NW 1091.42 TO POB,NW 64,NWLY ALG ARC 56.55,NE 33.37,SE50,SW 5.09,SE 50,SW 64.28 TO POBAKALLOT 74MAPLE RIDGE PARCEL B
504231242470	PRETIUM SFR HOLDING LLC%PRETIUM MTG CREDIT MGMT	120 S SIXTH ST STE 2100	MINNEAPOLIS	MN	55402	MAPLE RIDGE 167-38 BPOK PAR A DESC AS COMM AT SE CORPAR A,NW 1149.52 TO POB,NW 50,NES.09,NW 50,NE 50.02,SE 50,SW5.09,SE 50,SW 50.02 TO POBAKALLOT 75MAPLE RIDGE PARCEL B
504231242480	SOKOL,KOSTYANTYNKHAZAK,YULIYA	9595 COLLINS AVE # 1208	SURFSIDE	FL	33154	MAPLE RIDGE 167-38 BPOK PAR A DESC AS COMM AT SE CORPAR A,NW 1195.18 TO POB,NW 50,NES.09,NW 50,NE 50.02,SE 50,SW5.09,SE 50,SW 50.02 TO POBAKALLOT 76MAPLE RIDGE PARCEL B
504231242490	MARTINS,CLAUDIASUS,JOSE SANDOVAL	5259 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BPOK PAR A DESC AS COMM AT SE CORPAR A,NW 1241.17 TO POB,NW 50,NES.09,NW 50,NE 50.02,SE 50,SW5.09,SE 50,SW 50.02 TO POBAKALLOT 77MAPLE RIDGE PARCEL B

504231242500	SHRIKI,ROY SHIMON	5247 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORPAR A,NW 1287.40 TO POB,NW 50,NES.09,NW 50,NE 50.02,SE 50,SWS.09,SE 50,SW 50.02 TO POBAKA:LOT 78MAPLE RIDGE PARCEL B
504231242510	MARCUS,GUY MKLEN-MARCUS,KAREN D	5235 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORPAR A,NW 1334.02 TO POB,NW 50,NES.09,NW 50,NE 50.02,SE 50,SWS.09,SE 50,SW 50.02 TO POBAKA:LOT 79MAPLE RIDGE PARCEL B
504231242540	RODRIGUEZ,PORTIRIO LEPACHECO,LIZETTE ETAL	5332 SW 38 AVE	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORPAR A,NW 765.05 TO POB,NW 50,NES.09,NW 50,NE 55.02,SE 75,SELV39.27,SW 35.11 TO POBAKA:LOT 82MAPLE RIDGE PARCEL B
504231242550	LIEBERMAN,CAROLLIEBERMAN,LLOYD	5342 SW 38 AVE	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORPAR A,NW 722.03 TO POB,NW 50,NES.09,NW 50,NE 50.02,SE 50,SWS.09,SE 50,SW 50.02 TO POBAKA:LOT 83MAPLE RIDGE PARCEL B
504231242560	MALTESE,JAMES M	5346 SW 38 AVE	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORPAR A,NW 679.96 TO POB,NW 50,NES.09,NW 50,NE 50.50,SW 5.09,SE 50,SW 50.02 TO POBAKA:LOT 84MAPLE RIDGE PARCEL B
504231242570	NANAKORNPANOM,MUNKONGNANAKORNPANOM,SUTTI NEE W	5358 SW 38 AVE	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORPAR A,NW 639.04 TO POB,NW 50,NES.09,NW 50,NE 50.02,SE 50,SWS.09,SE 50,SW 50.02 TO POBAKA:LOT 85MAPLE RIDGE PARCEL B
504231242580	BAMBERGER,MAUREEN	5364 SW 38 AVE	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORPAR A,NW 599.50 TO POB,NW 50,NES.09,NW 50,NE 50.02,SE 50,SWS.09,SE 50,SW 50.02 TO POBAKA:LOT 86MAPLE RIDGE PARCEL B
504231242590	SANCHEZ,MARIA INES	5372 SW 38 AVE	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORPAR A,NW 561.64 TO POB,NW 50,NES.09,NW 50,NE 50.02,SE 50,SWS.09,SE 50,SW 50.02 TO POBAKA:LOT 87MAPLE RIDGE PARCEL B
504231242600	COHEN,ADY & RACHEL	5378 SW 38 AVE	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORPAR A,NW 525.80 TO POB,NW 50,NES.09,NW 49.10,NW 5.38,NE 44.72,SE 50,SW 5.09,SE 50,SW 50.02 TO POBAKA:LOT 88MAPLE RIDGE PARCEL B
504231242610	WEATHERBEE,WAYNE	5384 SW 38 AVE	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORPAR A,NW 525.80 TO POB,SW 28.03SWLY 48.05,SW 58.34,NW 76.93,SE49.10,SW 5.09,SE 50 TO POBAKA:LOT 89MAPLE RIDGE PARCEL B
504231242620	GOMEZ,ROBERTO &CHAFER,FASELI G	5381 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORPAR A,NW 550.23 TO POB,SW 54.71,NWLY 56.19,NW 26.30,NE 50,NWS.09,NE 40.36,SE 67.93 TO POBAKA:LOT 90MAPLE RIDGE PARCEL B
504231242630	EFREMOFF,ALBERT E	5375 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORPAR A,NW 597.70 TO POB,SW 40.36,SE 5.09,SW 50,NW 50.07,NE 50,NWS.09,NE 46.39,SW 36.20,SE 14.38TO POBAKA:LOT 91MAPLE RIDGE PARCEL B
504231242640	MARTINEZ,FLOKOPTIEV,STANISLAW	5367 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORPAR A,NW 631.20 TO POB,SW 46.36,SE 5.09,SW 50,NW 19.23,NELV31.14,NE 11.75,SE 50,NE 5.09,SE50,SW 45.72 TO POBAKA:LOT 92MAPLE RIDGE PARCEL B
504231242650	LIEMANN,SANDRA H/ELUSTGARTEN,MARCOS	5359 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORPAR A,NW 661.88 TO POB,NW 50,SWS.09,NW 50,NE 50.02,SE 50,NES.09,SE 50,SW 50.02 TO POBAKA:LOT 93MAPLE RIDGE PARCEL B
504231242660	KIRA,ALEXANDRU & MARIANA	5351 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORPAR A,NW 697.34 TO POB,NW 50,SWS.09,NW 50,NE 50.02,SE 50,NES.09,SE 50,SW 50.02 TO POBAKA:LOT 94MAPLE RIDGE PARCEL B
504231242670	ITZHAKOV,ROSHELITZHAKOV,MICHAEL	3809 SW 51 ST	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BFOR PAR A DESC AS COMM AT SE CORPAR A,NW 734.49 TO POB,NW 50.00SW 5.09,NW 50.00,NE 50.02,SE50.00,NE 5.09,SE 50.00,SW 50.02TO POBAKA:LOT 95MAPLE RIDGE PARCEL B

504231242680	CAMHI,MAURICEGROTTE DE CAMHI,ADA SUSANA	5337 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE T67-38 BROR PAR A DESC AS COMM AT SE CORPAR A,NW 77.3 .10 TO POB,NW 50.5WS,09,NW 50.NE 50.02,SE 50.NE5.09,SE 50.5W 50.02 TO POBAKA:LOT 96MAPLE RIDGE PARCEL B
504231242690	DANIYAROV,MERGAN & MILENA	5331 SW 38 WAY	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BROR PAR A DESC AS COMM SE CORPAR A,NW 812.95 TO POB,WLY 50.5LY 5.09 WLY 50,NLY 47.93,NELPARC DIST 39.27 ELY 75.SLY 67.84TO POBAKA:LOT 97MAPLE RIDGE PARCEL B
504231242700	DAYAN,BATIA	3900 SW 53 CT	FORT LAUDERDALE	FL	33312 8202	MAPLE RIDGE 167-38 BROR PAR A DESC AS COMM AT THEWLY MOST SW COR PAR A,NE 10.13,NE 557.63 TO POB,CONT NE 116.30,NE 184.65,SW 145.20,SE 179.76 TOPOBAKA:LOT 1MAPLE RIDGE PARCEL C
504231242710	SHASHOUA,GALIT	3910 SW 53 CT	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BROR PAR A DESC AS COMM AT THEWLY MOST SW COR PAR A,NE 10.13,NE 487.61 TO POB,NE 70.02,NW179.76,SW 70.00,SE 178.19 TO POBAKA:LOT 2MAPLE RIDGE PARCEL C
504231242720	ZETOUN,ERANZETOUN,SMADAR	3920 SW 53 CT	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BROR PAR A DESC AS COMM AT THEWLY MOST SW COR PAR A,NE 10.13,NE 417.59 TO POB,CONT NE 70.02,NW 178.19,SW 70.00,SE 176.63 TOPOBAKA:LOT 3MAPLE RIDGE PARCEL C
504231242730	SIMANI,GUY & SARAH	3930 SW 53 CT	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BROR PAR A DESC AS COMM WLY MOSTSW COR PAR A,ELY 10.13,ELY ALGS/L 347.57 TO POB,CONT ELY 70.02NLY 176.63,WLY 70.00,SLY 175.06TO POBAKA:LOT 4 TRACT CMAPLE RIDGE PARCEL C
504231242740	KISTNER,SCOTT	3950 SW 53 CT	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BROR PAR A DESC AS COMM AT THEWLYMOST SW COR PAR A,E 10.13,CONT E 277.55 TO POB,CONT E70.02,NW 175.06,SW 44.35,SW Y32.54,SE 3.97,SE 157.87 TO POBAKA:LOT 5MAPLE RIDGE PARCEL C
504231242750	ALISHAYEV,IGORFAYLAYEVA,SHUSHANO	3970 SW 53 CT	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BROR PAR A DESC AS COMM AT THEWLYMOST SW COR PAR A,E 10.13,CONT E 188.06 TO POB,E 89.49,NW1 57.87,NW 7.97,SWLY 67.08,SE140.50 TO POBAKA:LOT 6MAPLE RIDGE PARCEL C
504231242760	BELEI,BARAK	3980 SW 53 CT	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BROR PAR A DESC AS COMM AT THEWLYMOST SW COR PAR A,NE 10.13 TOPOB,CONT NE 188.06,NE 140.50,NWLY 140.50,NELY 49.28,SW 200.06SW 43.60 TO OBAKA:LOT 7MAPLE RIDGE PARCEL C
504231242770	KOMFORTI,JOSEPH H/EKOMFORTI,LETTY	3990 SW 53 CT	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BROR PAR A DESC AS COMM AT THEWLYMOST SW COR PAR A,NE 10.13,NE43.60 TO POB,NE 193.39,SE 118.49SELY 52.59,SW 200.06 TO POBAKA:LOT 8MAPLE RIDGE PARCEL C
504231242780	ELISHAYEV,MASANIEL H/ELISHAYEV,NATALI & ELISHAYEV,S	3985 SW 53 CT	HOLLYWOOD	FL	33313	MAPLE RIDGE 167-38 BROR PAR A DESC AS COMM AT THEWLY MOST SW COR PAR A,E 10.13,NE236.99 TO POB,NE 137.81,E 36.86,SE 142.69 TO P/C,SLY 49.41,NW118.49 TO POBAKA:LOT 9MAPLE RIDGE PARCEL C
504231242790	MALKA,MORRIS & JENNIFER	3975 SW 53 CT	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BROR PAR A DESC AS COMM AT THEWLYMOST SW COR PAR A,E 10.13,NE374.80,NE 36.86 TO POB,SE 142.69NELY 50.39,NW 104.50,SW 128.94TO POBAKA:LOT 10MAPLE RIDGE PARCEL C
504231242800	ZETTER,ANDREAS H/EZETTER,ANNA	3965 SW 53 CT	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BROR PAR A DESC AS COMM AT THEWLYMOST SW COR PAR A,E 10.13,NE374.80,E 165.80 TO POB,CONT E70.02,SE 165.44,NWLY 31.88 TOP/R/C,NWLY 65.73,NWLY 104.50 TOPOBAKA:LOT 11MAPLE RIDGE PARCEL C
504231242810	SALVADOR,RODOLOFO	3945 SW 53 CT	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BROR PAR A DESC AS COMM AT SE CORPAR A,NE 1060.94 TO POB,SW 56.25NWLY 14.08,NW 165.44,NE 70.02,SE1166.44 TO POBAKA:LOT 12MAPLE RIDGE PARCEL C
504231242820	SELA,GAD & AVIVA	3935 SW 53 CT	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BROR PAR A DESC AS COMM AT THEWLY MOST SW COR PAR A,E 10.13,NE374.80,E 305.84 TO POB,E 70.02,SE 164.88,W 70.00,NW 166.44 TOPOBAKA:LOT 13MAPLE RIDGE PARCEL C
504231242830	MAMAN,DANIEL & JOELLE	3925 SW 53 CT	FORT LAUDERDALE	FL	33312	MAPLE RIDGE 167-38 BROR PAR A DESC AS COMM WLY MOSTSW COR PAR A,ELY 10.13,NE ALGW/L 374.80,ELY 375.86 TO POB,CONT ELY 70.02,SLY 163.31,WLY70.00,NLY 164.88 TO POBAKA:LOT 14 TRACT CMAPLE RIDGE PARCEL C

504231242840	MB-SILLC	2974 GRIFFIN RD #6	FORT LAUDERDALE	FL	33312		MAPLE RIDGE 167-38 BROR PAR A DESC AS COMM AT THEWLY MOST SW COR PAR A E 10.13,NE374.80 E 445.88 TO POB;CONT E64.92,SE 161.85,W 64.90,NW163.31 TO POBAKA;POR OF LOT 15MAPLE RIDGE PARCEL C
504231242850	MINYAN,MEYER & CARLA MAPLE RIDGE PROP OWNERS ASSN INC% RECOMM PROP	3895 SW 53 CT	FORT LAUDERDALE	FL	33312		MAPLE RIDGE 167-38 BROR PAR A DESC AS COMM AT THEWLY MOST SW COR PAR A E 10.13,NE374.80 E 445.88 TO POB;CONT E64.92,SE 161.85,W 64.90,NW163.31 TO POBAKA;POR OF LOT 15MAPLE RIDGE PARCEL C
504231243760	MGMT	3800 GRIFFIN RD	FORT LAUDERDALE	FL	33312		MAPLE RIDGE 167-38 BROR PAR A DESC AS COMM AT THEWLY MOST SW COR PAR A E 10.13,NE374.80 E 445.88 TO POB;CONT E64.92,SE 161.85,W 64.90,NW163.31 TO POBAKA;POR OF LOT 15MAPLE RIDGE PARCEL C
504231260010	MAIMONIDES SHALOM ACADEMY INC	5300 SW 40 AVE	DANIA BEACH	FL	33314		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AA0010	RODRIGUEZ,REYNALDO J	5120 SW 40 AVE #1A	DANIA BEACH	FL	33314		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AA0020	TAMAYO KEVIN W	351 BRIGHTON AVE APT 245	SAN FRANCISCO	CA	94112	12369	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AA0030	MOORE CAROL	5120 SW 40 AVE #3-A	DANIA BEACH	FL	33314		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AA0040	CHAVEZ,LORNA JAYNECHAVEZ,MARK L	151 EXCELSIOR AVE	SARATOGA SPRINGS	NY	12866		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AA0050	TANG,CARLOS ATANG,JUAN RAMON	97 10 62 DR #14C	REGO PARK	NY	11374		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AA0060	LOVE,MARGARET LEBROWN,PATRICIA A ETAL	6720 SW 56 CT	DAVE	FL	33314	7017	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AA0070	ON THE RISE INVESTMENTS LLC	1722 SHERIDAN ST #408	HOLLYWOOD	FL	33020	2275	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AA0080	MILLAN DEVELOPMENT GROUP LLC	1722 SHERIDAN ST #408	HOLLYWOOD	FL	33020	2275	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AA0090	ABUT,SARA	5120 SW 40 AVE #9A	DANIA BEACH	FL	33314	5745	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AA0100	SOLOMON,OMANA R	5120 SW 40 AVE UNIT 10A	DANIA BEACH	FL	33314	5760	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AA0110	FERRER GARCIA,JUAN JOSE	5120 SW 40 AVE #20A	FORT LAUDERDALE	FL	33314		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AA0120	EDRI,BOAZ	2311 N 57 WAY	HOLLYWOOD	FL	33021	3219	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AA0130	EC & CR INVESTMENT LLC	6537 SW 26 CT	MIRAMAR	FL	33023		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AA0140	FRAYO,GYULA	5120 SW 40 AVE #23A	DANIA BEACH	FL	33314	5760	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AA0150	LAHAV MAUKA	ALEKSANDER ZAID 11	*K. HAIM	IL	26300		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AA0160	MOORE BRAD THOMAS H/EMOORE, WILLIAM S	5120 SW 40 AVE UNIT 25-A	DANIA BEACH	FL	33314	5746	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AA0170	WAIDE JACOB ZISLAV,SARAH	2124 E 17 ST	BROOKLYN	NY	11229		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AA0180	BONNIE LOU FAN LLP	8160 NW 183 ST	HALEAH	FL	33015		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AA0190	INVERSIONES LIMAV INC	12211 SW 132 CT	MIAMI	FL	33186		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AA0200	SILDKER,LENDRE	9340 SUNRISE LAKES BLVD APT 101	SUNRISE	FL	33322		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0010	BARWELL,ELIZABETH L LERICOUTI,RENE ETAL	5130 SW 40 AVE #1B	DANIA BEACH	FL	33314		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0020	ROSENFELD,MARCIA LESLIVIVAN,ROBYN	5130 SW 40 AVE # 2-B	DANIA BEACH	FL	33314	5747	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0030	STARK NELSON & STARK SHEILA	5130 SW 40 AVE UNIT 3-B	DANIA BEACH	FL	33314	5747	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0040	GRAMMER,TRACIE LYNN	5130 SW 40 AVE UNIT 4B	DANIA BEACH	FL	33314	5747	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0050	MARTOCCHIO,BONNIE	338 ELM ST	HOLLYWOOD	FL	33019	4504	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0060	HEATH-CLAYTON,MERCIA S	5130 SW 40 AVE #6B	DANIA BEACH	FL	33314	5747	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0070	ASAF, YOSSI	5130 SW 40 AVE #7B	DANIA BEACH	FL	33314		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0080	LALOY,ABDIAS	5130 SW 40 AVE #8-B	DANIA BEACH	FL	33314	5747	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0090	HENDERSON,SUSANHENDERSON,GORDON WAYNE ETAL	8727 E 29TH PL	DENVER	CO	80238	2828	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0100	ADONY GOLAN	5130 SW 40 AVE #21B	DANIA BEACH	FL	33314		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0110	YON ACHEN,THOMAS E	5130 SW 40 AVE UNIT 22-B	DANIA BEACH	FL	33314	5748	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0120	HOROVITZ,AVITAL	5365 SW 40 AVE	DANIA BEACH	FL	33314		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0130	ROSS,FANNY	5130 SW 40 AVE #24-B	DANIA BEACH	FL	33314	5748	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0140	FIGUEROA,MEVIN	5130 SW 40 AVE APT 25B	DANIA BEACH	FL	33314	5748	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0150	FLAHERTY,MADELEINE I	5130 SW 40 AVE APT 26B	DANIA BEACH	FL	33314	5748	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0160	SELVA,ANTONIO	5130 SW 40 AVE #27B	DANIA BEACH	FL	33314	5748	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0170	RODRIGUEZ-ARROYO,HAROLDCASTRO,JOSE R	5130 SW 40 AVE UNIT 28-B	DANIA BEACH	FL	33314	5748	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0180	ADONI,SHARONE	5130 SW 40 AVE #29B	DANIA BEACH	FL	33314		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0190	CARDAMA,LORENA	14437 BLACK LAKE PRESERVE ST	WINTER GARDEN	FL	34787	5212	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0200	KLIMANKOU,SIARHEI	5160 SW 40 AVE #2D	FORT LAUDERDALE	FL	33314	5751	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0210	SINHA,BIRENDA K	13 CORTLAND DR	HUDSON	MA	01749	3265	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0220	FALLACARO,JAMES	5160 SW 40 AVE #4-D	DANIA BEACH	FL	33314		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0230	CHAVES,BEATRIZ	5160 SW 40 AVE UNIT 5-D	DANIA BEACH	FL	33314	5751	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0240	GABLE,ANNA MAE	5160 SW 40 AVE APT 6D	DANIA BEACH	FL	33314	5751	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0250	COLEMAN,JENNY L H/EBLOSTEIN,LOUISA S	5160 SW 40 AVE #4D	DANIA BEACH	FL	33314		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0260	LYON,SUSAN L	5160 SW 40 AVE #8D	DANIA BEACH	FL	33314		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0270	GARLAND,HARVEY F & ANNETTE A	5160 SW 40 AVE #9-D	DANIA BEACH	FL	33314		MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0280	FRANETA,ANKKA ANA	5160 SW 40 AVE #21-D	DANIA BEACH	FL	33314	5752	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0290	BIFON,OREN	5160 SW 40 AVE #2D	DANIA BEACH	FL	33314	5752	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0300	FALLACARO,JAMES VINCENT	3830 SW 51 ST	FORT LAUDERDALE	FL	33312	6261	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A
504231AB0310	EMANUIL, GUY V	5160 SW 40 AVE APT 24D	DANIA BEACH	FL	33314	5752	MAIMONIDES DAY SCHOOL CAMPUS TWO176-116 BPARCEL A

504231AG0140	FINSTER,ARIKFINSTER,DANIEL	8834 W FLAGLER ST APT 1	MIAMI	FL	33174	3917	OAK HILLS 3 CONDOUNIT 25D
504231AC0150	URBIETA,GLEZDY PEDRO H/ELOYOLA,INAKI URBIETA	5160 SW 40 AVE #26-D	DANIA BEACH	FL	33314		OAK HILLS 3 CONDOUNIT 26D
504231AC0160	ELLISON,ALRIC P & RAY C & GREENWAY,PAUL A	PO BOX 223725	HOLLYWOOD	FL	33022	3725	OAK HILLS 3 CONDOUNIT 27D
504231AC0170	BACHMANN,RHONDA LEDEL BROCK,JUDY B	306 SE 3 ST	DANIA BEACH	FL	33004		OAK HILLS 3 CONDOUNIT 28D
504231AC0180	FINSTER,DANIEL	8834 W FLAGLER ST APT 1	MIAMI	FL	33174	3917	OAK HILLS 3 CONDOUNIT 29D
504231AD0010	MAROTTA,MICHELEMAROTTA,JESSICA ET AL	1024 CHERRY LN	WELLINGTON	FL	33414	8550	OAK HILLS 4 CONDOUNIT 1E
504231AD0020	VITTI-GEORGIEGAN,JACKIE	5181 NW 81 AVE	LAUDERHILL	FL	33351	5039	OAK HILLS 4 CONDOUNIT 2E
504231AD0030	FALLAARO,JAMES	3830 SW 51 ST	FORT LAUDERDALE	FL	33312		OAK HILLS 4 CONDOUNIT 3E
504231AD0040	IGUANAS 4E LLC	306 SE 3 ST	DANIA BEACH	FL	33004		OAK HILLS 4 CONDOUNIT 4E
504231AD0050	BOGOMOLOV,VIADIMIRKOZLOVA,NATALIA	5170 SW 40 AVE APT SE	FORT LAUDERDALE	FL	33314	5753	OAK HILLS 4 CONDOUNIT 5E
504231AD0060	VOZZOLA,JACQUELINE D LEVOZZOLA,STEVEN A	5170 SW 40 AVE #6E	DANIA BEACH	FL	33314	5753	OAK HILLS 4 CONDOUNIT 6E
504231AD0070	ADONY,MICHELLE	5170 SW 40 AVE #7E	DANIA BEACH	FL	33314	5753	OAK HILLS 4 CONDOUNIT 7E
504231AD0080	ASSAF,YOSI	3 FOXFIRE RD	HOLLYWOOD	FL	33021		OAK HILLS 4 CONDOUNIT 8E
504231AD0090	BERNAL,MARJORIE	5170 SW 40 AVE UNIT 9E	DANIA BEACH	FL	33314	5753	OAK HILLS 4 CONDOUNIT 9E
504231AD0100	MAROTTA,FELICE & ANA	4810 WEST PARK RD	HOLLYWOOD	FL	33021		OAK HILLS 4 CONDOUNIT 21E
504231AD0110	ROSENSTEIN,DANIEL H/EROSSENSTEIN,LEONARD M	5170 SW 40 AVE UNIT 22E	DANIA BEACH	FL	33314	5754	OAK HILLS 4 CONDOUNIT 22E
504231AD0120	CHEFFERE,SANDRA	3260 SW 175 AVE	MIRAMAR	FL	33029	5585	OAK HILLS 4 CONDOUNIT 23E
504231AD0130	JOCELYN,PERRY C H/EVAN,JAGIG	5170 SW 40 AVE #24EE	FORT LAUDERDALE	FL	33314		OAK HILLS 4 CONDOUNIT 24E
504231AD0140	MEDINA,ALFA	5170 SW 40 AVE #25E	FORT LAUDERDALE	FL	33314		OAK HILLS 4 CONDOUNIT 25E
504231AD0150	BENNETT,FRANCES LERISOL,FRANK	5170 SW 40 AVE #26E	DANIA BEACH	FL	33314	5754	OAK HILLS 4 CONDOUNIT 26E
504231AD0160	JOSEPH,DENRICK IRVING	779 NW 97 ST #A	MIAMI	FL	33150		OAK HILLS 4 CONDOUNIT 27E
504231AD0170	DAFNO'S,GEORGE	665 NE 25 ST APT 204	MIAMI	FL	33137	4840	OAK HILLS 4 CONDOUNIT 28E
504231AD0180	JIMENEZ,BRENDAMAR A	5170 SW 40 AVE #29E	DANIA BEACH	FL	33314		OAK HILLS 4 CONDOUNIT 29E
504231AG0010	MICHEL,KATHLEENMICHEL,NORMAND P	3819 GRANT ST	HOLLYWOOD	FL	33021		OAK HILLS 5 CONDOUNIT 1C
504231AG0020	US BANK TR NA TRSTEE% RESCAP	3630 PEACHTREE RD NE STE 1500	ATLANTA	GA	30326		OAK HILLS 5 CONDOUNIT 2C
504231AG0030	STAR INVEST USA,LLC	1680 MICHIGAN AVE #910	MIAMI BEACH	FL	33139		OAK HILLS 5 CONDOUNIT 3C
504231AG0040	WARNER,TODD S	5140 SW 40 AVE #4-C	DANIA BEACH	FL	33314		OAK HILLS 5 CONDOUNIT 4C
504231AG0050	KELLER,MARIA	5140 SW 40 AVE #5C	DANIA BEACH	FL	33314	5749	OAK HILLS 5 CONDOUNIT 5C
504231AG0060	BLOSTEIN,LOLITA S	5140 SW 40 AVE APT 6C	DANIA BEACH	FL	33314	5749	OAK HILLS 5 CONDOUNIT 6C
504231AG0070	PODGOROWICZ,ROBERT	5140 SW 40 AVE UNIT 7-C	DANIA BEACH	FL	33314	5749	OAK HILLS 5 CONDOUNIT 7C
504231AG0080	WEIZMAN,AMRAM & YAEI	3930 N 38 AVE	HOLLYWOOD	FL	33021		OAK HILLS 5 CONDOUNIT 8C
504231AG0090	AVALO,CAONABO SUREL	5140 SW 40 AVE #21C	DANIA BEACH	FL	33314		OAK HILLS 5 CONDOUNIT 21C
504231AG0100	FARKAS,JOSEF & FLORICA	5140 SW 40 AVE UNIT 22-C	DANIA BEACH	FL	33314	5750	OAK HILLS 5 CONDOUNIT 22C
504231AG0110	ISHAY,SARAHWADE,JACOB Z	2124 E 17 ST	BROOKLYN	NY	11229		OAK HILLS 5 CONDOUNIT 23C
504231AG0120	MEADE,MICHEL,KATHLEEN E &MICHEL,NORMAND	3819 GRANT ST	HOLLYWOOD	FL	33021	6042	OAK HILLS 5 CONDOUNIT 24C
504231AG0130	MICHEL,KATHLEEN EMICHEL,NORMAND P	3819 GRANT ST	HOLLYWOOD	FL	33021		OAK HILLS 5 CONDOUNIT 25C
504231AG0140	HAIM,EYAL	1721 NW 6 AVE	FORT LAUDERDALE	FL	33311		OAK HILLS 5 CONDOUNIT 26C
504231AG0150	NEMAND,BLANCA N	5140 SW 40 AVE UNIT 27-C	DANIA BEACH	FL	33314	5750	OAK HILLS 5 CONDOUNIT 27C
504231AG0160	MICHEL,NORMAND P &MEADE,MICHEL,KATHLEEN	3819 GRANT STREET	HOLLYWOOD	FL	33021		OAK HILLS 5 CONDOUNIT 28C



KallerArchitecture



TO: City of Dania Beach Planning Dpt.

ATTENTION: Corinne Lajoie

PROJECT #: 19037

PROJECT NAME: Modular Classroom Addition

ADDRESS: 5300 SW 40th Ave, Dania Beach, FL 33314

DATE: 3/7/19

E-MAIL

PICK UP

COURIER

DELIVER

MAIL

WE ARE SENDING YOU THE FOLLOWING ITEMS:

ATTACHED

UNDER SEPARATE COVER VI

SHOP DRAWINGS

ORIGINALS

SAMPLES

COPY OF LETTER

PRINTS

SPECIFICATIONS

OTHER

COPIES

DATE

DESCRIPTION

7

3/7/19

Signed and sealed architecture drawings and surveys

7

3/7/19

Traffic Statement

7

3/7/19

City of Dania Beach Standard Development Application

5

3/7/19

Discs containing PDFs of the above items

1

3/7/19

Check to the City of Dania Beach for \$2700

THESE ARE TRANSMITTED AS CHECKED BELOW:

REMARKS:

RETURN FOR CORRECTIONS

FOR YOUR USE

FOR REVIEW & COMMENTS

AS REQUESTED

FOR APPROVAL

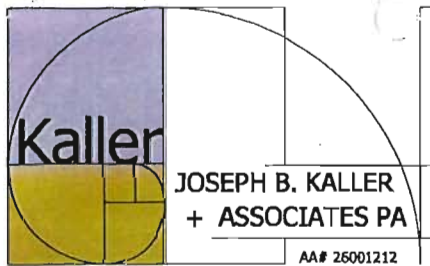
FOR BID DUE:

ASSOCIATE NAME:

CLIENT SIGNATURE:

CLIENT PRINT NAME:

Frank Fuentes



architecture - interiors - planning

Zoning Department

April 4, 2019

City of Dania Beach
100 W Dania Beach Blvd.
Dania Beach, FL 33004

Reference: Maimonides Shalom Academy 1st Review
Address: 5300 SW 4th Avenue,
Dania Beach, FL 33314



RESPONSE TO ENGINEERING

Response to comments Tier I:

1. Traffic study will be supplied by others
2. Boundary and Topographic Survey is attached
3. Paving, grading and drainage plans are attached
4. Pre-and post-drainage calculations are attached

Responses to Tier 2 comments

1. Complete drainage plans are attached
2. Drainage calculations are attached
3. Pre and Post storm calculations are attached
4. Flood stages will not change
5. Roofs of Modular building directly discharge to adjacent grade areas
6. Proposed FF elevations are a minimum of 1 foot above FIMA 100 year stage elevations
7. Water and sewer plans for modular water and sewer laterals are provided on the civil engineering plans
8. See water distribution plans within attached civil plans.
9. Piping conflicts do not exist.
10. Water and sewer demand calculations will be forwarded in separate submission
11. DWG files will be provided upon final approval of plans
12. Erosion and Sedimentation plans will be submitted under separate cover
13. Staging plans will be submitted by contractor prior to construction permit
14. No proposed building roof drains for these modular buildings
15. See final site plan for ADA accessibility requirements
16. Modular Buildings are not fire sprinkled
17. By contractor prior to construction
18. Height of Modular Buildings are lower than existing buildings and do not require FAA reviews
19. Broward DPEP permit will be provided prior to building permit issuance

RESPONSE TO LANDSCAPE

- 1.1 Tree disposition plan provided
- 1.2 Tree protection detail and notes provided

- 1.3 No trees proposed as relocated
- 1.4 Mitigation calculations provided for 3 removed trees
- 1.5 Proposed landscape plan provided
- 1.6 No specimen trees proposed as removed
- 1.7 Existing irrigation system to be modified to provide 100%+ coverage to all new and existing landscape affected by new construction (noted in plans). Irrigation modification plan to be submitted at time of permit as required.

REVISIONS TO ARCHITECTURAL SHEETS:

Sheet SP-1 – Existing site plan revised to include grade elevations.

Sheet SP-2 – Proposed site plan to include additional notes and revised parking tabulation.

Sheet A-1 – Enlarged floor plan revised to include existing grade elevations and to indicate finish floor elevation.

Sincerely,



Frank Fuentes

ffuentes@kallerarchitects.com

Associate



Public Works Department • Water and Wastewater Services
WATER AND WASTEWATER ENGINEERING DIVISION
2555 West Copans Road • Pompano Beach Florida 33069
PHONE: 954-831-0745 • FAX: 954 831-0798/0925

Our Best.
Nothing Less.

March 20, 2019

Environmental Protection and Growth Management Department
Planning and Development Management Division
1 N. University Drive
Plantation, FL 33324



RE: LOCATION OF POTABLE WATER & WASTEWATER SERVICE TO:

5300 SW 40th Ave, Dania Beach, FL 33314

FOLIO NO. 5042 31 26 0010

To Whom It May Concern:

Reference is made to the email sent from Brauser Maimonides Academy (BMA) dated March 18, 2019 (attached), regarding the location of Broward County Water & Wastewater Services (WWS) to provide potable water and wastewater services to the referenced development at 5300 SW 40th Ave, Dania Beach, FL 33314.

Nothing in this letter reserves capacity for the referenced development or authorizes any construction. This letter is for informational purposes only, and a Utility Connection Permit must be obtained prior to work on WWS facilities. The developer must pay for and construct all improvements required to provide the required level of service for the project.

There is a water distribution system available near the development. See attached map for WWS water main (WM) that services the development. There is a wastewater collection system available near the development. See attached map for WWS wastewater force main (FM) and sanitary sewer (SS) that service the development.

Sincerely,

Yuan Gan, P.E.

YG/bgb

Attachment – 1 Brauser Maimonides Academy (BMA) Email to WWS
Attachment – 2 WWS Water and Wastewater Facilities Location

c: Jeremy Seiden, P.E., BCEE, WWS
File: W & WW Location Request

Attachment - 2: WWS Water and Wastewater Facilities Location

Existing 12" WM servicing the development

Existing 6" FM servicing the development

Existing 8" SS servicing the development

Dania Beach Hollywood

Dana Beach
Hollywood



Brauser Maimonides Academy

5300 SW 40th Avenue

Dania Beach, Florida 33312

prepared for:

Brauser Maimonides Academy

traffic statement



TRAFTECH
ENGINEERING, INC.

March 5, 2019

March 5, 2019

Rabii Yoni Fein – Head of School
Brauser Maimonides Academy
5300 SW 40th Avenue
Dania Beach, Florida 33312

**Re: Brauser Maimonides Academy - Traffic Statement
Dania Beach, Florida**

Dear Rabii Fein:

Per your request, Traf Tech Engineering, Inc. conducted a traffic statement associated with the proposed expansion of the existing Brauser Maimonides Academy located on the east side of SW 40th Avenue approximately midpoint between Stirling Road and Griffin Road in the City of Dania Beach in Broward County, Florida. Figure 1 on the following page depicts the location of the school parcel and the adjacent transportation network near the school site.

A trip generation comparison analysis was performed using the trip generation equations published in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual* (10th Edition). The trip generation comparison analysis was undertaken for daily, AM peak hour, and PM peak hour conditions. The analysis was based on the following assumptions:

EXISTING SCHOOL (K-8)

- o 361 Students

PROPOSED SCHOOL EXPANSION (K-8)

- o 449 Students

According to ITE's *Trip Generation Manual* (10th Edition), the trip generation equations used for the existing and proposed student population are:

PRIVATE SCHOOL (K-8) (ITE Land Use 534)

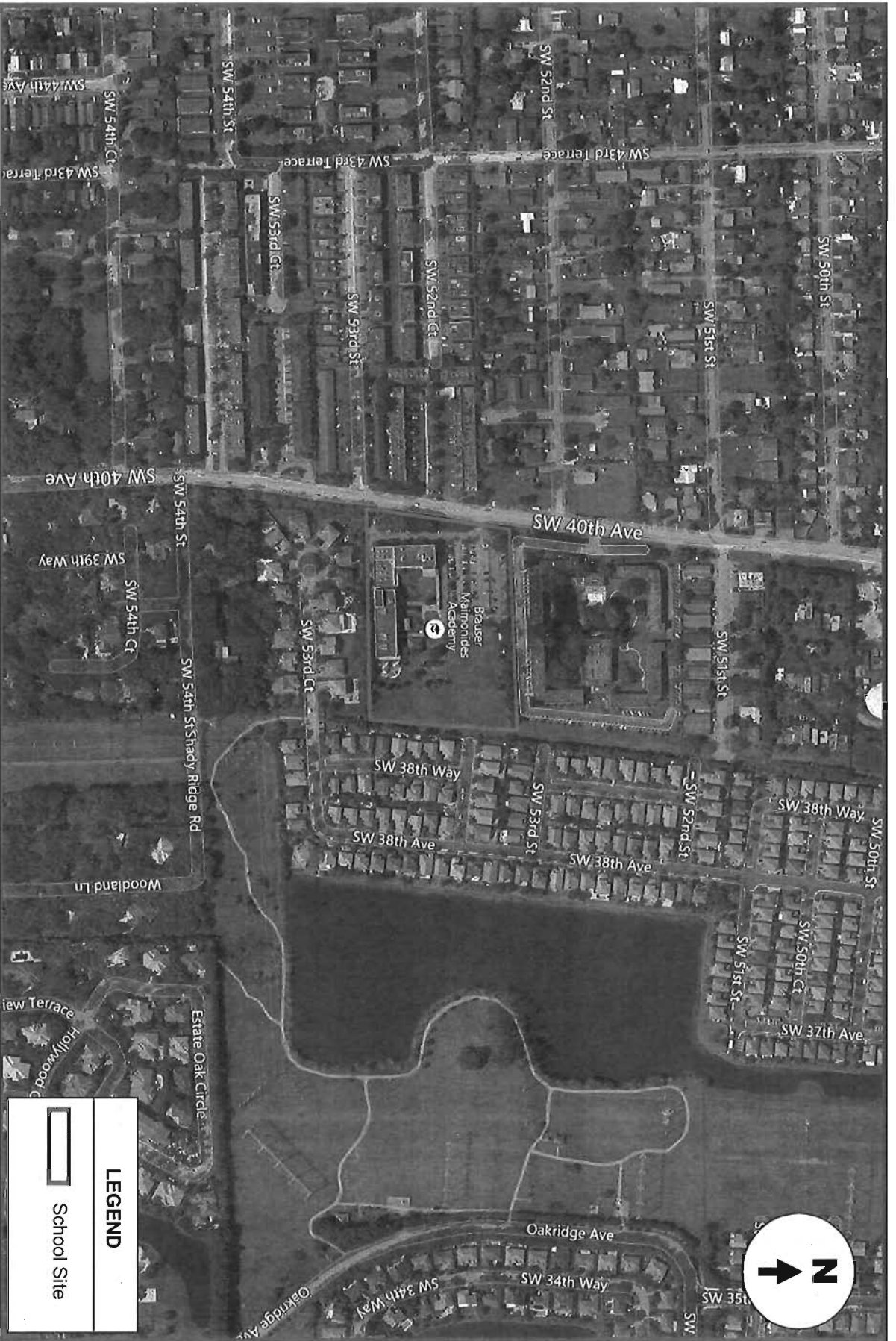
Daily Trip Generation

$$T = 4.11 (X)$$

Where T = daily trips and X = number of students

PROJECT LOCATION MAP

FIGURE 1
Brauser Maimonides Academy
Dania Beach, Florida



AM Peak Hour

$T = 0.91 (X)$ (55% inbound and 45% outbound)

Where T = AM peak hour trips and X = number of students

PM Peak Hour

$T = 0.26 (X)$ (46% inbound and 54% outbound)

Where T = PM peak hour trips and X = number of students

Using the above-listed equations from the ITE document, a trip generation comparison analysis was undertaken between the existing and proposed student population. The results of this effort are documented in Table 1.

TABLE 1				
Trip Generation Comparison Analysis				
Existing and Proposed Student Population				
		Number of Trips		
Land Use	Size	Daily	AM Peak	PM Peak
EXISTING SCHOOL POPULATION				
School (K-8)	361 students	1,484	329	94
PROPOSED SCHOOL POPULATION				
Apartments	449 students	1,846	409	117
Difference	+88 students	+362	+80	+23

Source: ITE Trip Generation Manual (10th Edition)

As indicated in Table 1, the addition of 88 future students is projected to generate approximately 362 new daily trips, approximately 80 new AM peak hour trips, and approximately 23 new trips during the critical afternoon peak hour.

Additionally, a review of current traffic conditions in the vicinity of the school indicates that ample roadway capacity is available near the school site. Table 2 on the following page presents the current traffic conditions of the adjacent street system.

TABLE 2 Current Peak Hour Traffic Conditions Griffin Road, Stirling Road and SW 40th Avenue				
ID	Location	Current Peak Hour Capacity	Existing Peak Hour Trips	Current LOS & (Available Trips)
230	Stirling Rd near SW 40 th Ave	5,390	3,753	"C" (1,627)
284	Griffin Rd near SW 40 th Ave	5,390	3,325	"C" (2,065)
555	SW 40 th Ave – Stirling to Griffin	1,197	627	"D" (570)

Source: Broward County Roadway Capacity and Level of Service Analysis

In summary, the future 88 new students are projected to generate 23 new trips during the critical PM peak hour. Moreover, SW 40th Avenue adjacent to the school has approximately 570 peak hour trips of available capacity and the new 88 students are projected to generate 80 AM peak hour trips and 23 PM peak hour trips. Hence, ample roadway capacity is available near the school site in order to absorb the minimal traffic impacts generated by the proposed student population increase.

It has been a pleasure working with Brauser Maimonides Academy on this project.

Sincerely,

TRAFTECH ENGINEERING, INC.

Joaquin E. Vargas, P.E.
Senior Transportation Engineer



Brauser Maimonides Academy

5300 SW 40th Avenue

Dania Beach, Florida 33312

prepared for:

Brauser Maimonides Academy

traffic statement

TRAFTECH
ENGINEERING, INC.

March 5, 2019

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PM Peak Hour

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Where T = PM peak hour trips and X = number of students

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Difference	+88 students	+362	+80	+23

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Sincerely,

TRAFTECH ENGINEERING, INC.

Joaquin E. Vargas, P.E.
Senior Transportation Engineer



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X364
(954) 922-2687 Fax

Standard Development Application



Date Rec'd: _____

Petition No.: SP 37
SP 38-0

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☒ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 5300 SW 40TH AVE, DANIA BEACH, FL, 33314

TRACTS 11&12,
Lot(s): AND ALL OF TRACT "A" Block: 2 Subdivision: TOWNSHIP 50 SOUTH

Recorded Plat Name: MAIMONIDES DAY SCHOOL CAMPUS TWO

Folio Number(s): 5042-31-26-0010 Legal Description: PARCEL "A" MAIMONIDES DAY SCHOOL CAMPUS
P.B. 176, P.G. 116, B.C.R.

Applicant: Consultant Legal Representative (circle one)

Address of Applicant: 5300 SW 40TH AVE, DANIA BEACH, FL, 33314

Business Telephone: 954-989-6886 Home: _____ Fax: _____

E-mail address: FFUENTES@KALLERARCHITECTS.COM & HZOMB@BELLSOUTH.NET

Name of Property Owner: MAIMONIDES SHALOM ACADEMY INC.

Address of Property Owner: 5300 SW 40TH AVE, DANIA BEACH, FL, 33314

Business Telephone: 954-989-6886 Home: _____ Fax: _____

Explanation of Request: WE'RE PROPOSING (4) MODULAR CLASSROOMS AS ACCESSORY STRUCTURES
For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as
Section 625.40 of the Land Development Code.

Prop. Net Acreage: 6.759 Gross Acreage: 6.759 Prop. Square Footage: 4,576 S.F.

Existing Use: EDUCATION Proposed Use: EDUCATION



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: _____

RECEIVED
MAR 07 2019
COPY

Date Rec'd: _____

Petition No.: _____

SP-37-19
SP-38-03 MCD

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 5300 SW 40TH AVE, DANIA BEACH, FL, 33314

Lot(s): TRACTS 11 & 12, AND ALL OF TRACT "A" Block: 2 Subdivision: TOWNSHIP 50 SOUTH

Recorded Plat Name: MAIMONIDES DAY SCHOOL CAMPUS TWO

Folio Number(s): 5042-31-26-0010 Legal Description: PARCEL "A" MAIMONIDES DAY SCHOOL CAMPUS TWO P.B. 176, PG. 116, B.C.R.

Applicant Consultant Legal Representative (circle one) _____

Address of Applicant: 5300 SW 40TH AVE, DANIA BEACH, FL, 33314

Business Telephone: 954-989-6886 Home: _____ Fax: _____

E-mail address: FFUENTES@KALLERARCHITECTS.COM & HZOMB@BELLSOUTH.NET

Name of Property Owner: MAIMONIDES SHALOM ACADEMY INC.

Address of Property Owner: 5300 SW 40TH AVE, DANIA BEACH, FL, 33314

Business Telephone: 954-989-6886 Home: _____ Fax: _____

Explanation of Request: WE'RE PROPOSING (4) MODULAR CLASSROOMS AS ACCESSORY STRUCTURES.
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: 6.759 Gross Acreage: 6.759 Prop. Square Footage: 4,576 S.F.

Existing Use: EDUCATION Proposed Use: EDUCATION

Is property owned individually, by a corporation, association, or a joint venture? CORPORATION

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize KALLEN ARCHITECTURE (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: _____
(Owner/Agent signature*)

JOHNATHAN KAWESLUM

BEFORE ME THIS 7th DAY OF March, 2019

By:

Laurie Yoder
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary

(Signature of Notary Public – State of Florida)



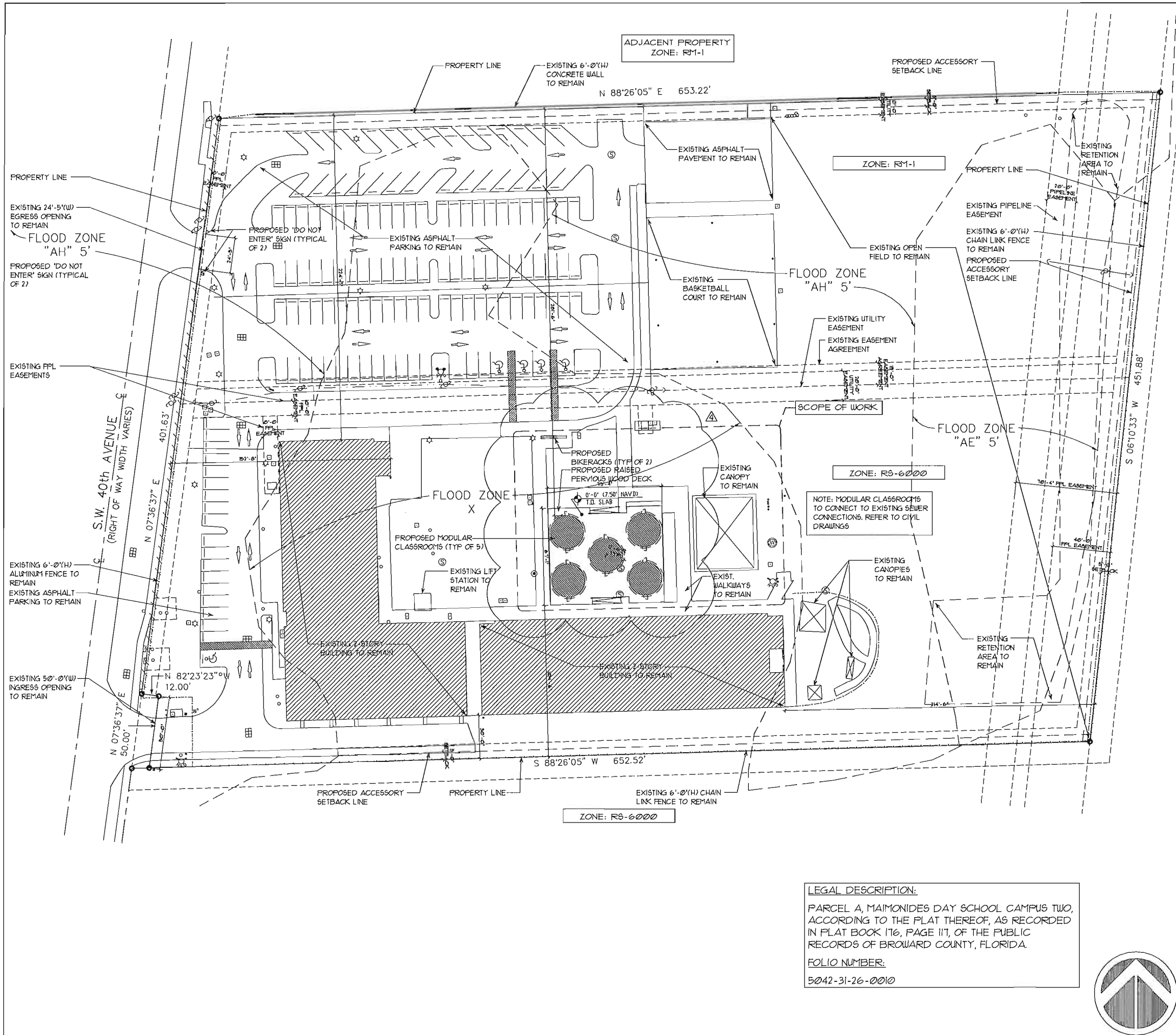
Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***



LEGAL DESCRIPTION:
PARCEL A, MAIMONIDES DAY SCHOOL CAMPUS TWO,
ACCORDING TO THE PLAT THEREOF, AS RECORDED
IN PLAT BOOK 176, PAGE 117, OF THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA.
FOLIO NUMBER:
5042-31-26-0010

PROPERTY ADDRESS:
5300 SW 40TH AVE,
DANIA BEACH, FL, 33180

SITE INFORMATION / BUILDING SUMMARY

1) - **ZONING:** RS-6000
LAND USE DESIGNATION: RESIDENTIAL

2) - EXISTING GROSS LOT AREA: 294,440.01 SF.
(6.759 ACRES)
-EXISTING GROSS COVERAGE: 30,342 SF.
(0.696 ACRES)
PROPOSED GROSS COVERAGE: 34,198 SF.
(0.785 ACRES)
-AREA DEVOTED TO PARKING,
ROADWAYS, AND AISLES: 68,863 SF.
GROSS OPEN SPACE: 264,098 SF.

EXIST. LOT COVERAGE BY ROOFED STRUCTURES:
30,322 SF.
PROPOSED LOT COVERAGE BY ROOFED
STRUCTURES: 35,302 SF.

3) - **PARKING**
PRIMARY ACADEMIC SCHOOL: 1 SPOT PER 14
STUDENTS OF DESIGN OCCUPANCY.
TOTAL STUDENTS PROPOSED: 593
REQUIRED **PROVIDED**
593 / 14 = 42.36
43 SPOTS REQ'D 140 SPOTS
BIKE PARKING REQ'D: 50% OF REQ'D PARKING
BIKE PARKING REQ'D: 22 SPOTS
BIKE SPOTS PROVIDED: 36 SPOTS

4) - SETBACKS	REQ'D	EXISTING	PROVIDED
FRONT (SW 40TH AVE)	-	13'-9"	13'-9"
SIDE (SOUTH)	5'-0"	30'-0"	30'-0"
SIDE (NORTH)	5'-0"	224'-7"	281'-6"
REAR	5'-0"	214'-6"	214'-6"

5) - **BUILDING SUMMARY:**
A)- **ACCESSORY BUILDING HEIGHT:**
ALLOWED **PROPOSAL**
1 STORY, 14'-0" 1 STORY, 11'-2"
(MAX HEIGHT OF
SLOPED ROOF)

B) **BUILDING AREAS:** **EXISTING:** **PROPOSAL:**

FIRST FLOOR:	15,161 SF.	17,236 SF.
SECOND FLOOR:	15,161 SF.	17,236 SF.
TOTAL:	30,322 SF.	34,472 SF.

C) **UNIT AREA:** **EXISTING:** **PROPOSAL:**
30,322 SF. 34,472 SF.

REVISIONS

No.	DATE	DESCRIPTION
1	4/4/19	DRC COMMENTS
2	4/26/19	DRC COMMENTS
3	5/8/19	COUNTY COMMENT
4	5/17/19	OWNER CHANGE

PROJECT No.: 19037
DATE: 3/5/19
DRAWN BY: FJF
CHECKED BY: JBK

PROJECT TITLE
**MODULAR CLASSROOMS ADD.
AT THE MAIMONIDES ACADEMY**
5300 SW 40TH AVE
DANIA BEACH, FL 33314

SHEET TITLE
**PROPOSED SITE
PLAN**

SHEET
SP-2

KallerArchitecture
AA# 26001212
2417 Hollywood Blvd.
Hollywood Florida 33020
954.920.5746
joseph@kallerarchitects.com
www.kallerarchitects.com

SEAL

JOSEPH B. KALLER
FLORIDA R.A. # 0009239



AA# 26001212
2417 Hollywood Blvd.
Hollywood Florida 33020
954.920.5746
joseph@kallerarchitects.com

www.kallerarchitects.com

SEAL

JOSEPH B. KALLER
FLORIDA R/L # 0009239

PROJECT TITLE

MODULAR CLASSROOMS ADD.
AT THE MAIMONIDES ACADEMY

5300 SW 40TH AVE
DANIA BEACH, FL 33314

SHEET TITLE

PROPOSED GYM.
FLOOR PLAN

[illegible]

This drawing, as an instrument of service, is and shall remain the property of the Architect and shall not be produced, published or used in any way without the permission of the Architect.

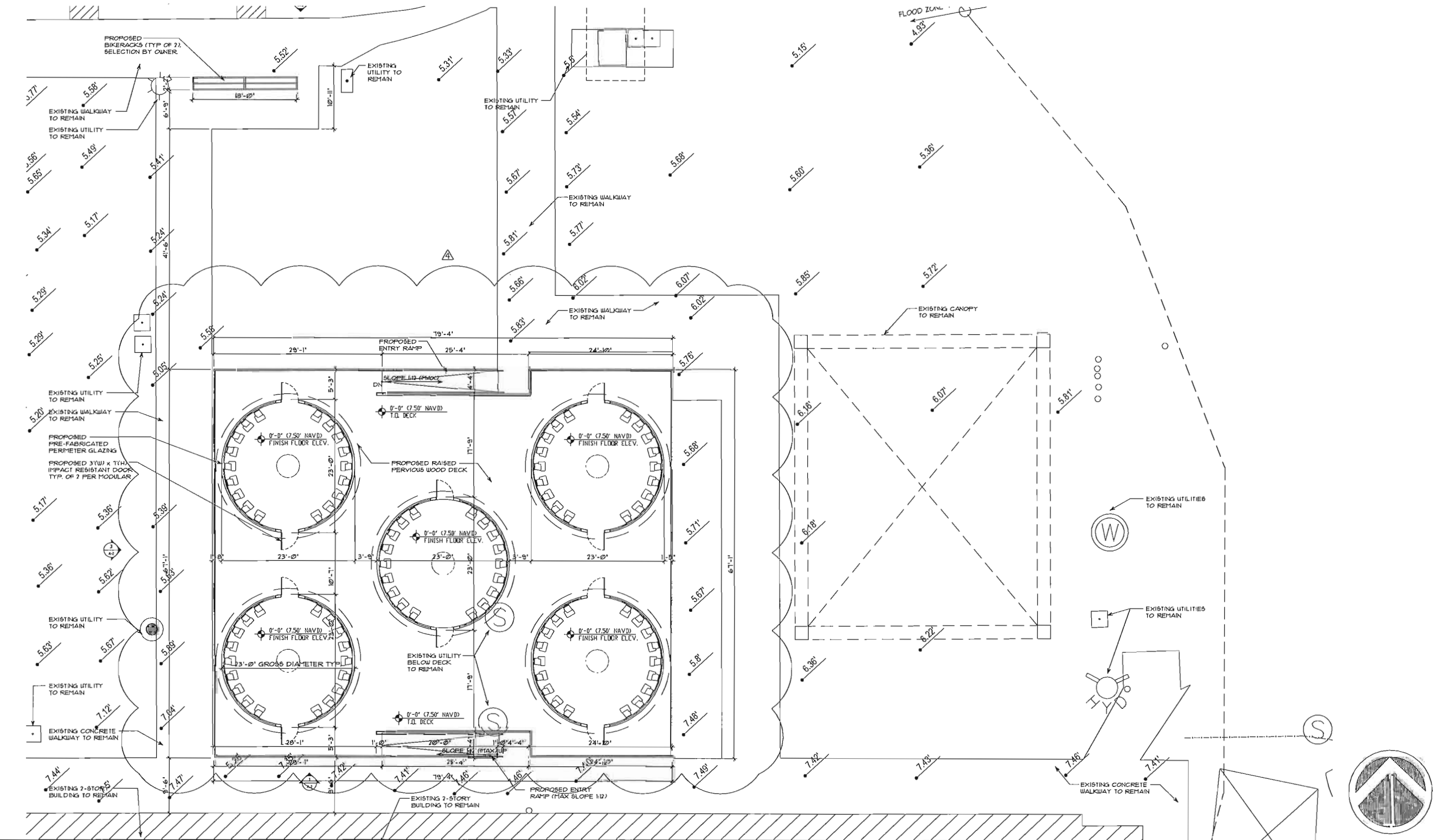
PROJECT No.: 19037
DATE: 3/5/19
DRAWN BY: FJF
CHECKED BY: JBK

SHEET

A-1

2 PROPOSED SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

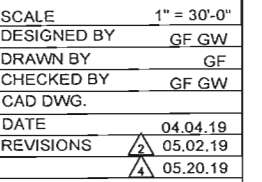
1 PROPOSED GROUND LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"



FOR TREE CHART SEE DT-2

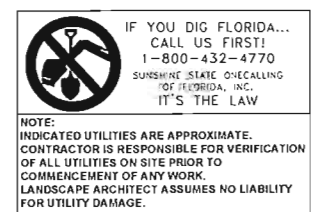


3924 N. Ocean Blvd.
Fort Lauderdale
FL 33308
Tel (954) 478 3064
www.florida-landscape.com
gabriela@themirrorofparadise.com



5300 SW 40TH Avenue
Dania Beach, FL 33314

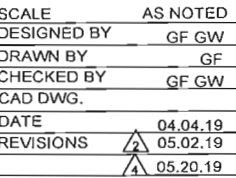
DT-1 OF 2



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1-800-432-4770
SUNSHINE STATE NECCALLING
OF FLORIDA, INC.
IT'S THE LAW

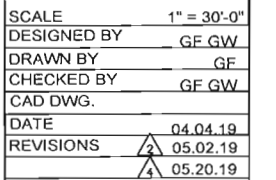
NOTE:
INDICATED UTILITIES ARE APPROXIMATE.
CONTRACTOR IS RESPONSIBLE FOR VERIFICATION
OF ALL UTILITIES ON SITE PRIOR TO
COMMENCEMENT OF ANY WORK.
LANOSCAPE ARCHITECT ASSUMES NO LIABILITY
FOR UTILITY DAMAGE.

EXISTING FIGUS TREES TO BE TREATED FOR FIGUS WHITEFLY AND/OR OTHER PERSTS PRESENT, BY A LICENSED SPRAY TECH, IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS, AND APPLIED PER MANUFACTURERS INSTRUCTIONS.

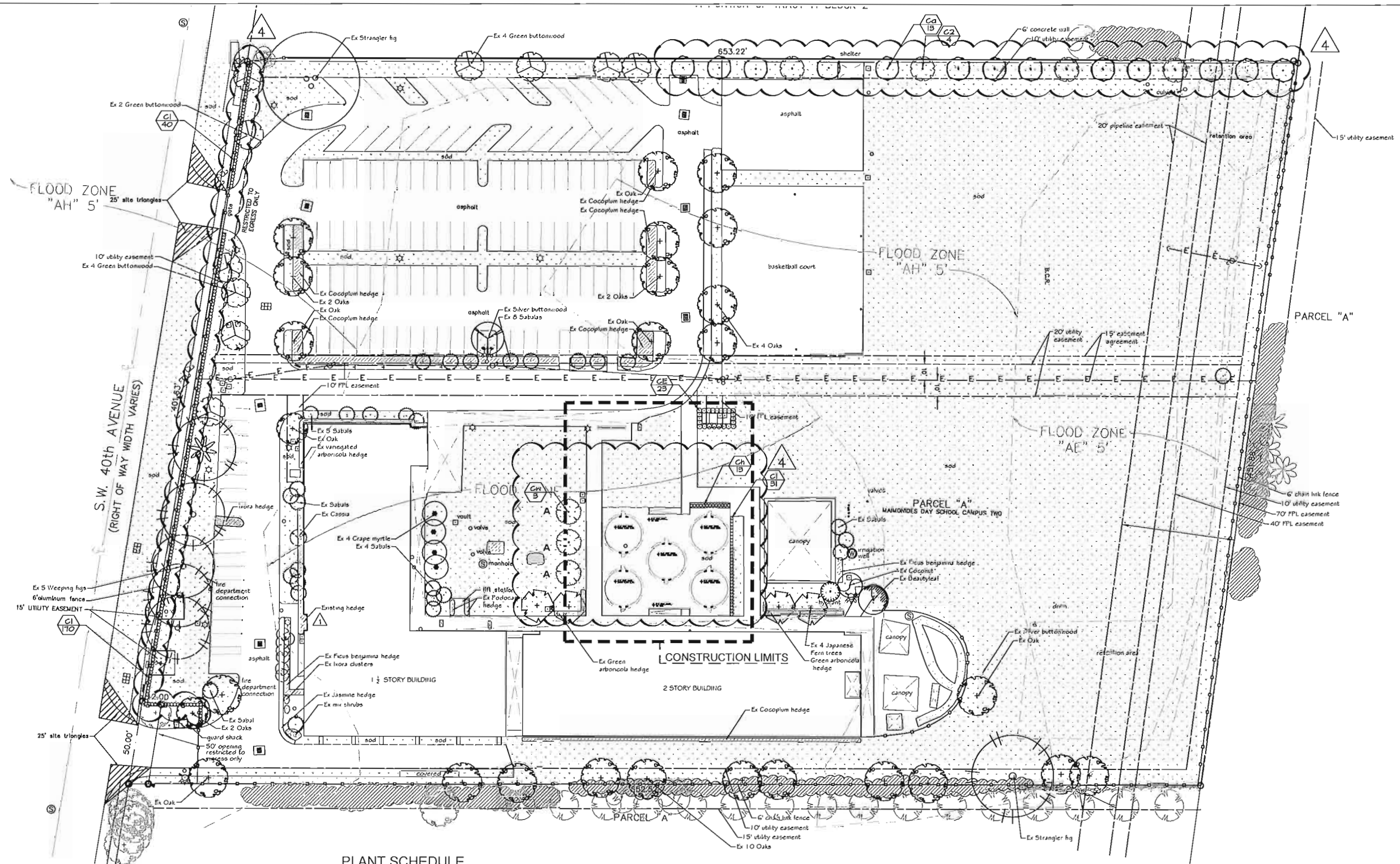


BRAUSER MAIMONIDES ACADEMY
5300 SW 40TH Avenue
Dania Beach, FL 33314

EXISTING TREES LIST



LANDSCAPE PLAN AND PLANT LIST

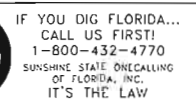


TREES	QTY	BOTANICAL NAME / COMMON NAME	SIZE	SPACING	NATIVE
Ca	13	Clusia rosea / Autograph Tree	12' OA 2" diam 4' CT	AS SHOWN	YES
G2	4	Conocarpus erectus / Buttonwood	12' OA 2" diam 4' CT	AS SHOWN	YES
Cw	3	Cordia alliodora 'White Geiger' / Anacahuita	10' OA 4" spr 1.3" diam	AS SHOWN	NO
SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	SIZE	SPACING	NATIVE
Ch	13	Chrysobalanus icaco 'Horizontalis' / Horizontal Cocoplum	3 gal	24" O.C.	YES
G1	241	Chrysobalanus icaco 'Red Tip' / Red Tip Cocoplum	3 gal 24" full to base	24" O.C.	YES
CE	23	Conocarpus erectus / Green buttonwood	7 gal 36" OA	36" O.C.	YES

RESTORE ALL EXISTING AND SOD AREAS DAMAGED DURING
CONSTRUCTION TO PRE-CONSTRUCTION CONDITION OR BETTER

LETTERS CORRESPOND TO CODE REQUIRED TREE
REFER TO SHEET LP-2 FOR CHART

MODIFY EXISTING IRRIGATION SYSTEM TO ACCOMMODATE
NEW BUILDING ADDITION AND ANY NEW OR EXISTING
LANDSCAPE MATERIAL WITH 100% COVERAGE



NOTE:
INDICATED UTILITIES ARE APPROXIMATE.
CONTRACTOR IS RESPONSIBLE FOR VERIFICATION
OF ALL UTILITIES ON SITE PRIOR TO
COMMENCEMENT OF ANY WORK.
LANDSCAPE ARCHITECT ASSUMES NO LIABILITY
FOR UTILITY DAMAGE.

A CITY OF DAVIE TREE REMOVAL/RELOCATION PERMIT S REQUIRED PRIOR
REMOVAL OR RELOCATION OF ANY EXISTING VEGETATION

City of Dania Beach Standard Landscape Plan Notes

1. A pre-construction meeting with the Dania Beach City Arborist is required prior to landscaping activities including removal of trees and/or installation of plant material. Call 954-924-0423 a minimum of 5 days prior to desired start date to schedule pre-construction meeting.
2. All existing trees proposed to remain are to be separated from the limits of disturbance of the construction area by tree protection fencing and signage. The tree protection fencing shall be located at the edge of the tree protection zone as depicted on the plan or at the edge of the drip-line(s) if a tree protection zone is not designated. No material storage or construction access is permitted within the tree protection zone.
3. All existing trees shall be pruned to ANSI A-300 standards to correct potential hazards.
4. A tree removal permit is required prior to removal or relocation of any tree or palm. Contact the Dania Beach City Arborist at 954-924-6805 to obtain permit information.
5. Landscape contractor shall notify Sunshine One Call of Florida, Inc. at 1-800-432-4770 a minimum of 2 full business days prior to digging. Landscape contractor is responsible for avoiding damage to utilities from plant installation.
6. Tree relocations:
 - a. Existing trees to be relocated shall be root pruned a minimum of 120 days prior to relocation
 - b. Minimum root ball sizes shall be in accordance with ANSI standards as follows:

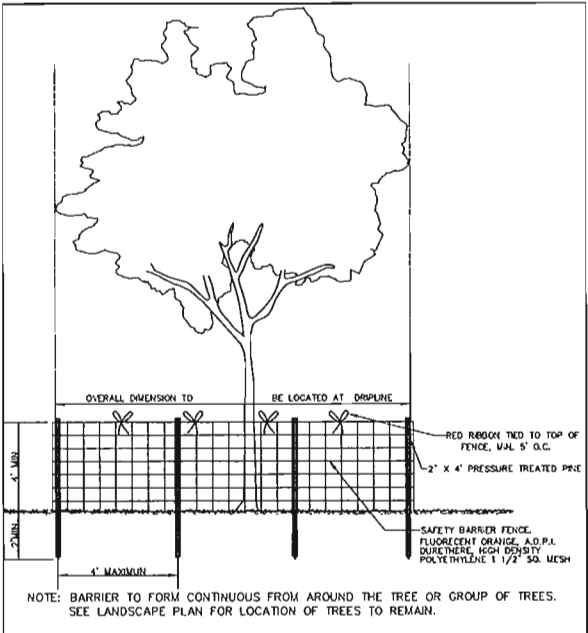
Caliper	Minimum Root Ball Diameter
1	16
2	24
3	32
4	42
5	54
6	60
7	70
8	80
> 8	12 inches per inch of trunk diameter

Transplanted trees with undersized root balls may be rejected by the City Arborist and replacement trees may be required.
 - c. A temporary irrigation system shall be provided during and for the first 40 days after root pruning.
7. All planting must follow planting specifications and details shown on the plan.
8. Substitutions of plant species or specifications must be approved in writing by the Dania Beach City Arborist prior to use.
9. All plant material planted per this landscape plan shall be Florida Grade #1 or better, as specified in the current edition of the Florida Department of

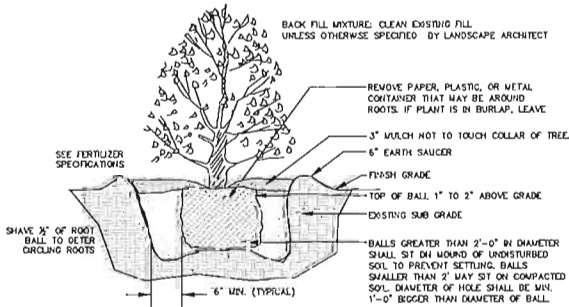
LANDSCAPE CODE REQUIREMENTS

Code letter	Code requirement	Required	Existing	Proposed	Provided
A	Trees to mitigate - 1 Japanese fern tree (100 sf of canopy to mitigate) 25% of Brazilian pepper canopy (1,194 sf x .25=298 sf)	1 small trees	-	1	provided
		2 small trees	-	2	provided

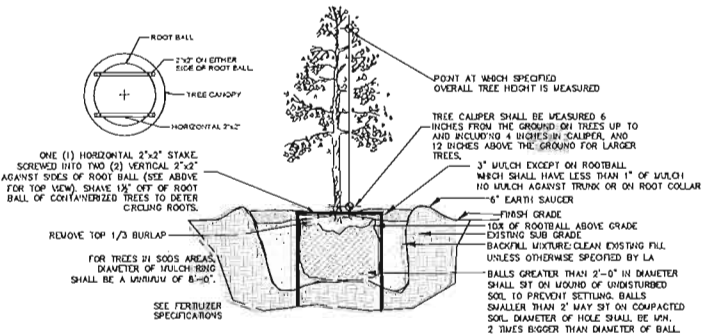
- Agriculture's Grades and Standards for Nursery Plants. Damaged plant material shall be rejected and replaced prior to installation.
10. All sizes shown for plant material are to be considered minimums.
 11. Where quantities and/or species differ between the planting plans and plant lists, the plans shall take precedence
 12. All new plant material shall be warranted by the landscape contractor for a minimum period of one year.
The warranty period shall begin after acceptance of the plants by the City Arborist.
 13. All 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.
 20. All new landscaped areas shall be excavated down to a depth of 24 inches below final grade and back filled with clean debris-free soil. Construction access shall be restricted from the landscape area after excavation and backfill is complete.
 21. 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.



TREE PROTECTION DETAIL



SHRUB PLANTING DETAIL



TREE PLANTING DETAIL

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CALL US FIRST!
1-800-432-4770
SUNSHINE STATE ONECALLING
OF FLORIDA, INC.
IT'S THE LAW

NOTE:
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OF ALL UTILITIES ON SITE PRIOR TO
COMMENCEMENT OF ANY WORK.
LANDSCAPE ARCHITECT ASSUMES NO LIABILITY
FOR UTILITY DAMAGE.



The Mirror of Paradise

Gabriela Fojt
LA 6667277
LC 26000628

3924 N. Ocean Blvd.
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Tel (954) 478 3064
www.florida-landscape.com
gabriela@themirrorofparadise.com

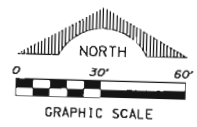
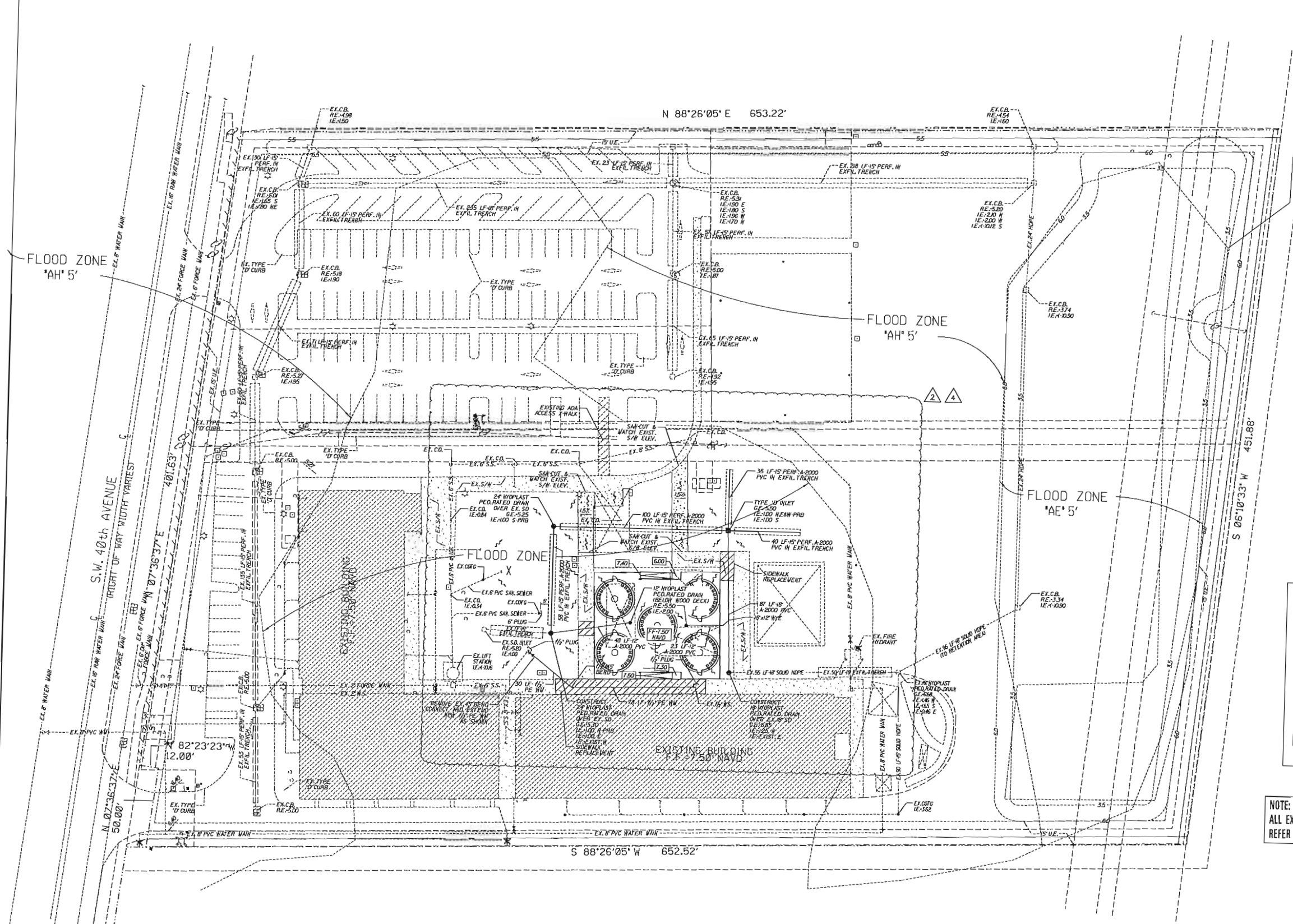


SCALE	AS NOTED
DESIGNED BY	GE GW
DRAWN BY	GE
CHECKED BY	GE GW
CAD DWG.	
DATE	04.04.19
REVISIONS	05.02.19
	05.20.19

BRAUSER MAIMONIDES ACADEMY

5300 SW 40TH Avenue
Dania Beach, FL 33314

NOTES, DETAILS AND TREE PROTECTION DETAIL



NOTE:
CONTRACTOR TO VERIFY ALL EXISTING
CONDITIONS, RISKS AND INVERTS PRIOR
TO CONSTRUCTION AND NOTIFY ENGINEER
OF ANY DISCREPANCIES.

NOTE:
ALL PROPOSED SANITARY SEWER AND
WATER SERVICE PIPING SHALL BE DIRECTIONALLY
BORER UNDER EXISTING CONCRETE WALKWAYS
ENCOUNTERED.

LEGEND	
RE.	R/W ELEVATION
GE.	GRADE ELEVATION
IE.	INVERT ELEVATION
---	DIRECTION OF OVERLAND FLOW
P.R.B.	POLLUTION RETARDANT BASIN
FF.	FINISHED FLOOR ELEVATION
---	EXISTING OR FUTURE UTILITIES
---(POLLUT.)---	LENGTH/SIZE OF STORM DRAIN
---(6.50)---	PROPOSED ASPHALT/500 GRADE
---(6.00)---	PROPOSED CONCRETE/PAVER GRADE
---(MIN. 2% CROSS SLOPE)---	PROPOSED CONCRETE SIDEWALK
---(1%)---	DENOTES CROSSING INFORMATION (SEE CROSSING TABLE)

NOTE:
ALL EXISTING AND PROPOSED GRADE ELEVATIONS
REFER TO 1988 NAVD DATUM.

REVISIONS:	
1.	4/1/19 DRC COMMENTS
2.	4/26/19 DRC COMMENTS
3.	5/19/19 REV. PER CLIENT
4.	5/17/19 REV. OWNER CHANGE
5.	
6.	
7.	
8.	

CLIENT:
Kaller Architects
2417 Hollywood Boulevard
Hollywood, Florida 33020-6605
(954) 920-5746

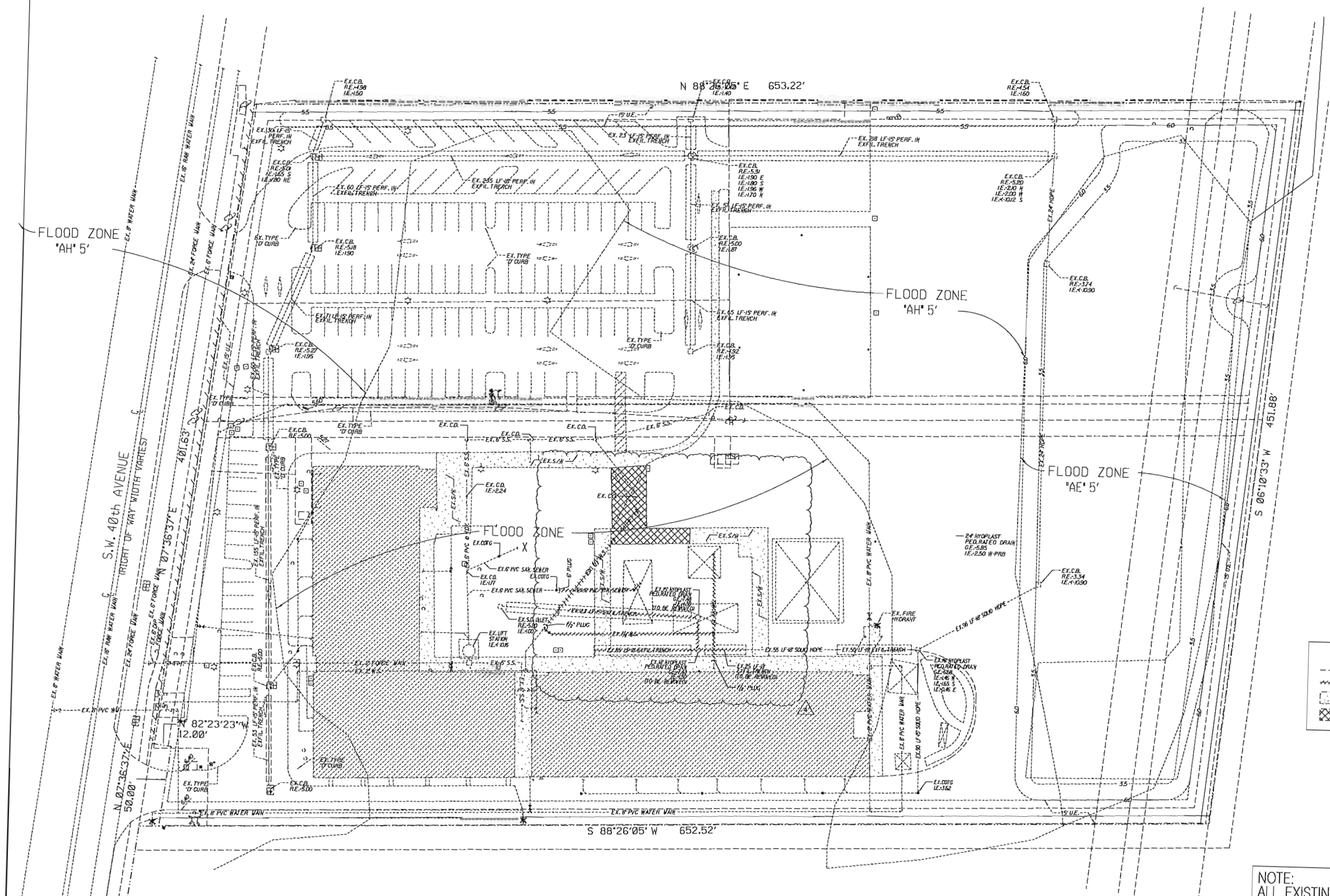
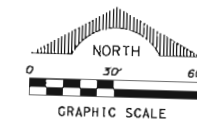
PROJECT:
**MODULAR CLASSROOMS ADDITION
AT THE MAIMONIDES ACADEMY**
FLORIDA 33314

TASK:
**DANIA BEACH
ENGINEERING PLAN**

GGB Engineering, Inc.
CIVIL AND FORENSIC ENGINEERS, LAND PLANNERS
• FLORIDA REGISTRATION NO. 8118
2699 Stirling Road, Suite C-202
Fort Lauderdale, Florida 33312
Phone: (954) 986-9899
Fax: (954) 986-6855

DATE: March 2019	SCALE: 1"=10'
DESIGNED BY: G.G.B.	DRAWN BY: M.M.
PROJECT NO. 19-0401	
SHEET C-1	

GARY D. BLOOM, P.E.
FLA. LIC. NO. 16433
NOT VALID UNLESS SIGNED
AND SEALED BY ENGINEER



LEGEND	
	EXISTING OR FUTURE UTILITIES
	EXISTING OR FUTURE UTILITIES TO BE REMOVED
	EXISTING CONCRETE
	EXISTING CONCRETE TO BE REMOVED

NOTE:
ALL EXISTING UTILITIES AND APPURTANANCES TO REMAIN UNLESS OTHERWISE NOTED.

REVISIONS:	
1.	4/1/19 DRC COMMENTS
2.	
3.	
4.	5/17/19 PER OWNER CHANGE
5.	
6.	
7.	
8.	

CLIENT:
Kaller Architects
2417 Hollywood Boulevard
Hollywood, Florida 33020-6605
(954) 920-5746

PROJECT:
**MODULAR CLASSROOMS ADDITION
AT THE MAIMONIDES ACADEMY**
FLORIDA 33314
DANIA BEACH
TASK:
DEMOLITION PLAN

GGB Engineering, Inc.
CIVIL AND FORENSIC ENGINEERS - LAND PLANNERS
• CONSTRUCTION MANAGERS
FLORIDA REGISTRATION NO. 8118
email: gny@ggbeng.com
2699 Siring Road, Suite 202
Fort Lauderdale, Florida 33312
Phone: (954) 986-9899
Fax: (954) 986-6655

DATE: March 2019	SCALE: 1"=10'
DESIGNED BY: G.C.B.	DRAWN BY: M.M.
PROJECT NO. 19-0401	
SHEET C-2	

GARY C. BLOOM, P.E.
FLA. LIC. NO. 9840
NOT VALID UNLESS SIGNED
AND SEALED BY ENGINEER

GENERAL NOTES

- THE LOCATION AND SIZE OF ALL EXISTING UTILITIES AND TOPOGRAPHY HAVE BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THIS INFORMATION IS NOT GUARANTEED AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION OF ANY EXISTING UTILITIES AND TOPOGRAPHY PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES. PRIOR TO BEGAINING ANY CONSTRUCTION OPERATIONS, THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED WITH THE ENGINEER PRIOR TO BEGAINING ANY CONSTRUCTION OPERATIONS.
- UNDER FLORIDA STATUTES, THE CONTRACTOR MUST PROVIDE A 48 HOUR NOTIFICATION PRIOR TO ANY OPERATION WHICH WOULD "PERCE" THE EARTH'S SURFACE" WITH THE WORK STARTED WITHIN FIVE WORKING DAYS AFTER ALL UNDERGROUND UTILITIES HAVE BEEN IDENTIFIED. THE NOTIFICATION NUMBER IS A ONE CALL SYSTEM STATEWIDE AT 1800-432-4770. FAILURE TO COMPLY COULD RESULT IN FINES AND DAMAGES.

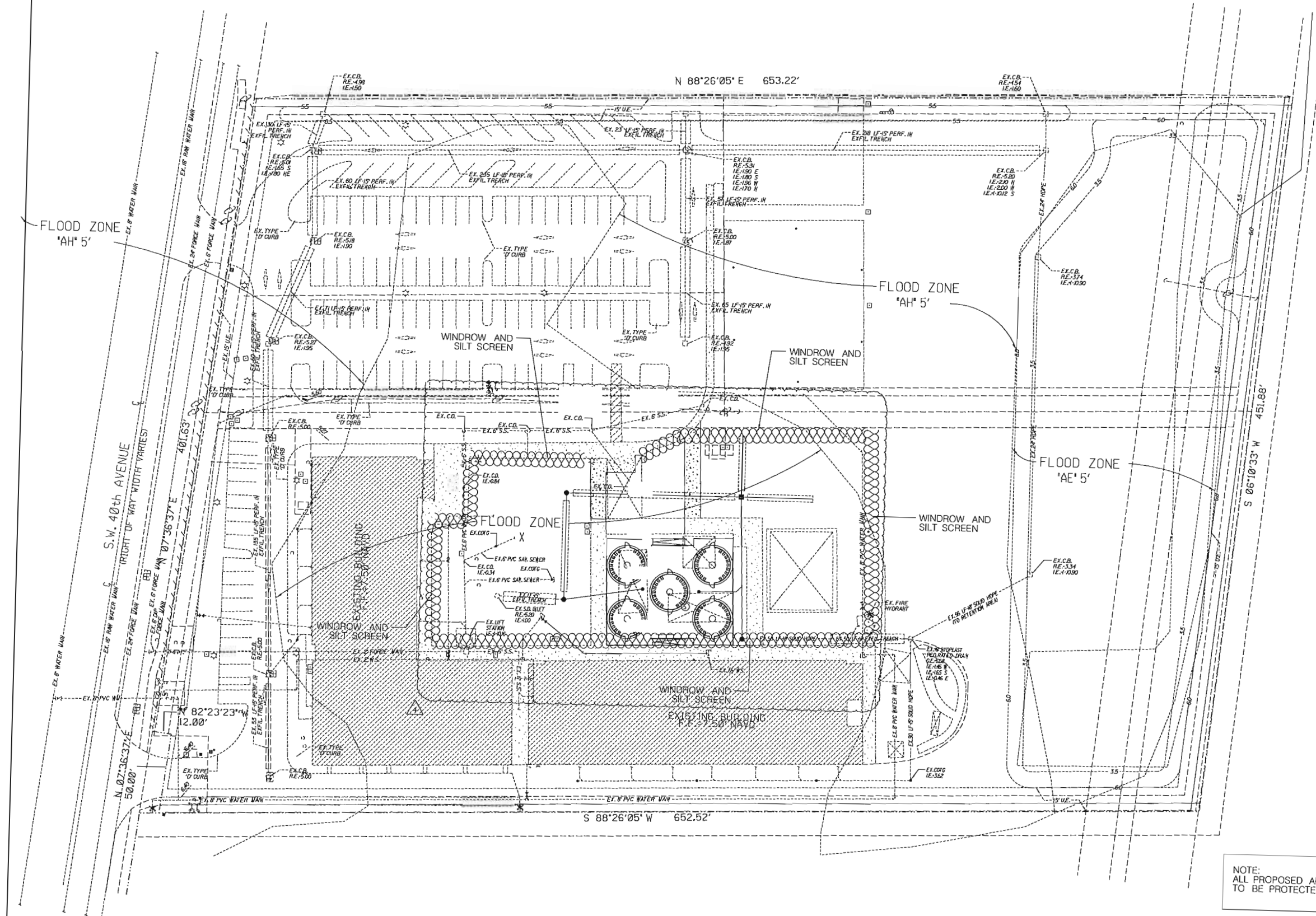
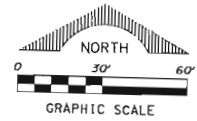
UNIVERSAL COLOR CODE FOR MARKING UTILITY LINES

RED	ELECTRIC
YELLOW	GAS-OL
ORANGE	COMMUNICATION, CATV
BLUE	WATER
GREEN	SEWER
PINK	SURVEY MARKINGS
WHITE	PROPOSED EXCAVATION

- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITY COMPANIES:
FLORIDA POWER AND LIGHT COMPANY
BELL SOUTH
COMCAST CATV
CITY OF HOLLYWOOD
- ALL ELEVATIONS ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM (NAVD8) OF 1988.
- THE CONTRACTOR SHALL SUBMIT THREE (3) SETS OF SHOP DRAWINGS FOR APPROVAL TO THE ENGINEER OF RECORD PRIOR TO FABRICATION OR CONSTRUCTION FOR ALL MATERIALS USED ON THE PROJECT. APPROVED SHOP DRAWINGS FROM THE ENGINEER SHALL THEN BE SUBMITTED TO CITY OF HOLLYWOOD FOR THEIR APPROVAL. NO CONSTRUCTION SHALL COMMENCE UNTIL THE APPROVED SHOP DRAWINGS HAVE BEEN OBTAINED BY THE CONTRACTOR FROM THE ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RESTORATION OF EXISTING PAVEMENT, PPEs, CONDUITS, CABLES, ETC., AND LANDSCAPED AREAS DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS AND/OR THOSE OF HIS SUBCONTRACTORS, AND SHALL RESTORE THEM PROMPTLY.
- THE CONTRACTOR SHALL COORDINATE THE WORK WITH OTHER CONTRACTORS IN THE AREA AND ANY OTHER UNDERGROUND CONDUIT REQUIRED FOR FPL, BELL, SOUTHERN, IRRIGATION SYSTEM, ETC. PRIOR TO BEGAINING SUBGRADE. THE CONTRACTOR SHALL COORDINATE RELOCATION OF ALL EXISTING UTILITIES WITH APPLICABLE UTILITY COMPANIES.
- ALL EXISTING UTILITIES SHALL REMAIN ACTIVE UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL ADJUST ALL EXISTING UTILITY CASTINGS, INCLUDING VALVE BOXES, JUNCTION BOXES, MANHOLES, HAND HOLES, PULL BOXES, RISERS AND SIMILAR STRUCTURES IN AREAS OF CONSTRUCTION. ALL ADJUSTMENTS TO BE COORDINATED WITH THE APPLICABLE UTILITY COMPANY.
- THE CONTRACTOR SHALL OBTAIN ANY NECESSARY TREE REMOVAL PERMITS FROM THE CITY OF HOLLYWOOD PRIOR TO COMMENCING WORK.
- PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL SUPPLY THE ENGINEER OF RECORD WITH THE CERTIFICATION THAT ALL CONSTRUCTION AND MATERIALS MEET OR EXCEEDS THE DESIGN AND HAS BEEN INSTALLED PER THE DRAWINGS AND/OR AS-BUILT DRAWINGS.
- COMPLIANCE WITH THE "TRECH SAFETY ACT" IS REQUIRED FOR ALL EXCAVATIONS IN EXCESS OF 6 FOOT DEPTHS.

PAVING, GRADING AND DRAINAGE NOTES

- ALL UNSUITABLE MATERIALS, SUCH AS WACK, HARDPAN, ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIALS, SHALL BE REMOVED DOWN TO ROCK OR SUITABLE MATERIAL, AND REPLACED WITH THE SPECIFIED FILL MATERIAL IN MAXIMUM 1' LIFTS. COMPACTED TO NOT LESS THAN 90% MAXIMUM DRY DENSITY PER AASHTO T-99. THICKNESS OF LAYERS MAY BE DECREASED PROVIDED THE EQUIPMENT AND METHODS USED ARE PROVEN BY FIELD DENSITY TESTING TO BE CAPABLE OF COMPACTING THESE LAYERS TO SPECIFIED DENSITIES.
- ALL AREAS SHALL BE CLEARED AND GRUBBED PRIOR TO CONSTRUCTION. THIS SHALL CONSIST OF THE COMPLETE REMOVAL AND DISPOSAL OF ALL TREES, BRUSH, STUMPS, ROOTS, GRASS, WEEDS, RUBBISH AND ALL OTHER OBSTRUCTIONS RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE EXISTING GROUND TO A DEPTH OF 1 FOOT. ITEMS DESIGNATED TO REMAIN OR TO BE RELOCATED OR TO BE ADAPTED SHALL BE SO DESIGNATED ON THE DRAWINGS.
- FILL MATERIAL SHALL BE CLASSIFIED AS A-1, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18, A-19, A-20, A-21, A-22, A-23, A-24, A-25, A-26, A-27, A-28, A-29, A-30, A-31, A-32, A-33, A-34, A-35, A-36, A-37, A-38, A-39, A-40, A-41, A-42, A-43, A-44, A-45, A-46, A-47, A-48, A-49, A-50, A-51, A-52, A-53, A-54, A-55, A-56, A-57, A-58, A-59, A-60, A-61, A-62, A-63, A-64, A-65, A-66, A-67, A-68, A-69, A-70, A-71, A-72, A-73, A-74, A-75, A-76, A-77, A-78, A-79, A-80, A-81, A-82, A-83, A-84, A-85, A-86, A-87, A-88, A-89, A-90, A-91, A-92, A-93, A-94, A-95, A-96, A-97, A-98, A-99, A-100, A-101, A-102, A-103, A-104, A-105, A-106, A-107, A-108, A-109, A-110, A-111, A-112, A-113, A-114, A-115, A-116, A-117, A-118, A-119, A-120, A-121, A-122, A-123, A-124, A-125, A-126, A-127, A-128, A-129, A-130, A-131, A-132, A-133, A-134, A-135, A-136, A-137, A-138, A-139, A-140, A-141, A-142, A-143, A-144, A-145, A-146, A-147, A-148, A-149, A-150, A-151, A-152, A-153, 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NOTE:
ALL PROPOSED AND OR EXISTING INLETS
TO BE PROTECTED FROM INFILTRATION.

LEGEND

WINDROW AND SILT SCREEN
ALONG PROPERTY LINE DURING
CONSTRUCTION OF GRADING AND DRAINAGE

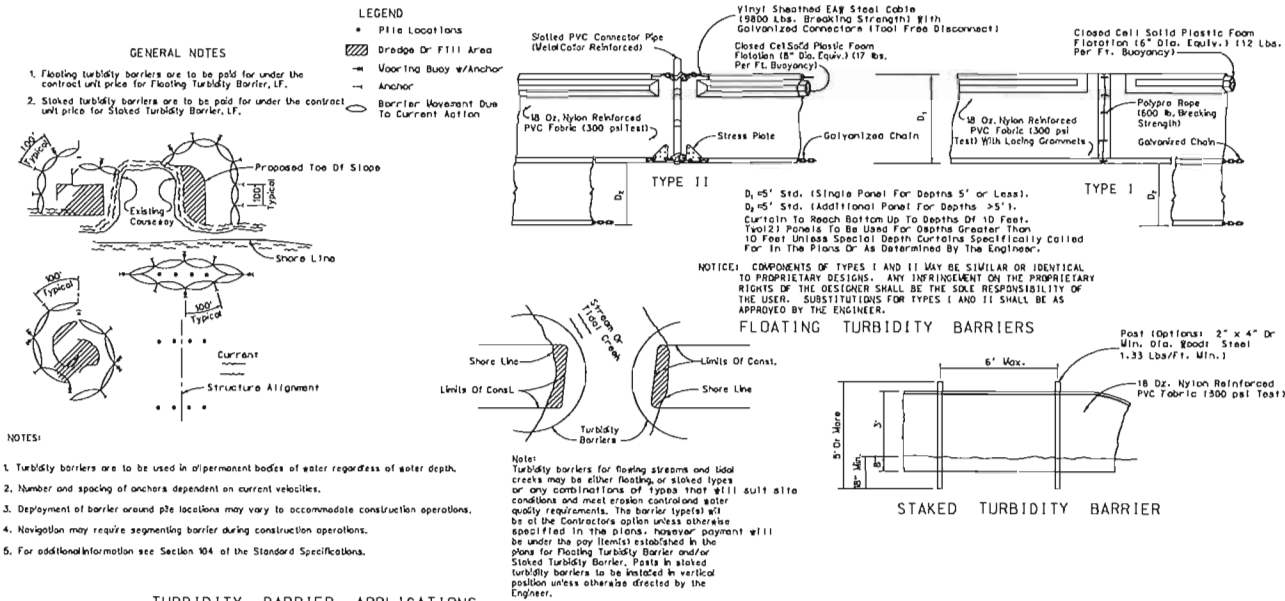
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CLIENT:
Kaller Architects
2417 Hollywood Boulevard
Hollywood, Florida 33020-6605
(954) 920-5746

PROJECT:
**MODULAR CLASSROOMS ADDITION
AT THE MAIMONIDES ACADEMY**
FLORIDA 33314
DANIA BEACH
TASK:
**STORMWATER POLLUTION
PREVENTION PLAN**

GGB Engineering, Inc.
CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
REGISTERED PROFESSIONAL ENGINEERS
FLORIDA REGISTRATION NO. 818
2899 Sistring Road, Suite C-202
Fort Lauderdale, Florida 33312
Phone: (954) 986-9899
Fax: (954) 986-6655
email: giv@ggbeng.com

DATE:	March 2019	SCALE:	1"=10'
DESIGNED BY:	G.G.B.	DRAWN BY:	M.M.
PROJECT NO. 19-0401			
SHEET C-4			
DARY C. BLOOM, P.E. FLA. LIC. NO. 9833 NOT VALID UNLESS SIGNED AND SEALED BY ENGINEER			



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STORM WATER POLLUTION PREVENTION PLAN

SITE DESCRIPTION

GENERAL

SEQUENCE OF MAJOR ACTIVITIES:

TIMING OF CONTROLS/MEASURES

CONTROLS

TIMING OF CONTROLS/MEASURES

ENDANGERED SPECIES AND CRITICAL HABITAT

CONTROLS

TIMING OF CONTROLS/MEASURES

CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

POLLUTION PREVENTION PLAN CERTIFICATION

THE CONTRACTOR SHALL AT A MINIMUM IMPLEMENT THE CONTRACTOR'S REQUIREMENTS OUTLINED BELOW AND THOSE MEASURES SHOWN ON THE EROSION AND TURBIDITY CONTROL PLAN. IN ADDITION THE CONTRACTOR SHALL IMPLEMENT ANY ADDITIONAL MEASURES REQUIRED TO BE IN COMPLIANCE WITH APPLICABLE PERMIT CONDITIONS AND STATE WATER QUALITY STANDARDS. DEPENDING ON THE NATURE OF MATERIALS AND METHODS OF CONSTRUCTION THE CONTRACTOR MAY BE REQUIRED TO ADD FLOCCULANTS TO THE RETENTION SYSTEM PRIOR TO PLACING THE SYSTEM INTO OPERATION.

SEQUENCE OF MAJOR ACTIVITIES:

1. INSTALL EROSION AND SEDIMENT CONTROL MEASURES.

2. DEVO AND CLEAR SITE

3. INSTALL UNDERGROUND UTILITIES.

4. COMPLETE FINAL GRADING OPERATIONS.

5. CONTINUE WITH E&S CONTROL MEASURES.

6. START BUILDING FOUNDATION.

7. CONTINUE WITH E&S CONTROL MEASURES.

8. COMPLETE BUILDING CONSTRUCTION.

9. CONTINUE WITH E&S CONTROL MEASURES.

10. COMPLETE CURB AND SIDEWALK CONSTRUCTION.

11. REMOVE ACCUMULATED SEDIMENTS FROM STORM WATER MANAGEMENT SYSTEM.

AS INDICATED IN THE SEQUENCE OF MAJOR ACTIVITIES, THE SILT FENCES AND HAY BALES WILL BE CONSTRUCTED PRIOR TO CLEARING OR GRADING OF ANY PORTIONS OF THE SITE. AS CONSTRUCTION PROGRESSES, THE CONTRACTOR MUST BE DILIGENT TO UNINSTALL AND RE-INSTALL PORTIONS ON ALL OF THE SILT FENCE OR HAY BALE OR TAKE OTHER MEASURES NECESSARY TO MAINTAIN THE SYSTEM IN ACCORDANCE WITH ALL REGULATIONS.

STORM WATER MANAGEMENT

DURING CONSTRUCTION, STORM WATER DRAINAGE WILL BE PROVIDED BY UTILIZATION OF THE EXISTING DRAINAGE COLLECTION SYSTEM IN THE STREET RIGHT OF WAY OF POLA STREET AND NORTH WITH AVENUE. THE EXISTING SYSTEM CONVEYS STORM WATER RUNOFF VIA DRAINAGE PIPES TO THE ATLANTIC OCEAN. AFTER STORMWATER UTILITIES ARE INSTALLED, STORM WATER DRAINAGE WILL BE PROVIDED BY CATCH BASINS, EXISTING TRENCH AND DRAINAGE, AND NEW DRAINAGE. DURING VARIOUS PHASES OF CONSTRUCTION, THE CONTRACTOR SHALL UTILIZE STAKED SILT FENCE AND/OR HAY BALE S OR OTHER BEST MANAGEMENT PRACTICES AS NECESSARY TO COMPLY WITH THE REQUIREMENTS SET FORTH BY LOCAL, STATE AND FEDERAL REQUIREMENTS.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT THE EROSION AND TURBIDITY CONTROLS AS SHOWN ON THE GRADING, DRAINAGE & EROSION CONTROL PLAN. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THESE CONTROLS ARE PROPERLY INSTALLED, MAINTAINED AND FUNCTIONING PROPERLY TO PREVENT TURBID OR POLLUTED WATER FROM LEAVING THE PROJECT SITE. THE CONTRACTOR WILL ADJUST THE EROSION AND TURBIDITY CONTROLS SHOWN ON THE GRADING, DRAINAGE & EROSION CONTROL PLAN AND ADD ADDITIONAL CONTROL MEASURES, AS REQUIRED, TO ENSURE THE SITE MEETS ALL FEDERAL, STATE AND LOCAL EROSION AND TURBIDITY CONTROL REQUIREMENTS. THE FOLLOWING BEST MANAGEMENT PRACTICES WILL BE IMPLEMENTED BY THE CONTRACTOR AS REQUIRED BY THE GRADING, DRAINAGE & EROSION CONTROL PLAN AND AS REQUIRED TO MEET THE EROSION AND TURBIDITY REQUIREMENTS IMPOSED ON THE PROJECT SITE BY THE REGULATORY AGENCIES.

EROSION AND SEDIMENT CONTROLS

STABILIZATION PRACTICES (IF APPLICABLE):

1. HAY BALE BARRIER/HAY BALE BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:

A. WHERE THE MINIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.

B. IN MAJOR SLOPES OR DITCH LINES WHERE THE MINIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2 ACRES.

C. WHERE EFFECTIVENESS IS REQUIRED FOR LESS THAN 3 MONTHS.

D. EVERY EFFORT SHOULD BE MADE TO LIMIT THE USE OF STRAW BALE BARRIERS CONSTRUCTED IN LIVE STREAMS OR IN SLOPES WHERE THERE IS THE POSSIBILITY OF A WASHOUT. IF NECESSARY, MEASURES SHALL BE TAKEN TO PROPERLY ANCHOR BALES TO INSURE AGAINST WASHOUT.

REFER TO EROSION CONTROL DETAILS FOR CONSTRUCTING THE HAY BALE BARRIER. ALSO REFER TO THE GRADING, DRAINAGE & EROSION CONTROL PLAN FOR PROPER LOCATION.

2. FILTER FABRIC BARRIER/FILTER FABRIC BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:

A. WHERE THE MINIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.

B. IN MAJOR SLOPES OR DITCH LINES WHERE THE MINIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2 ACRES.

REFER TO THE EROSION CONTROL DETAILS FOR PROPER CONSTRUCTION OF THE FILTER FABRIC BARRIER.

3. BRUSH BARRIER WITH FILTER FABRIC: BRUSH BARRIER MAY BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WHERE ENOUGH RESIDUE MATERIAL IS AVAILABLE ON SITE.

4. LEVEL SPREADER/A LEVEL SPREADER MAY BE USED WHERE SEDIMENT-FREE STORM RUNOFF IS INTERCEPTED AND DIVERTED AWAY FROM THE GRADED AREAS ONTO UNDISTURBED STABILIZED AREAS. THIS PRACTICE APPLIES ONLY IN THOSE SITUATIONS WHERE THE SPREADER CAN BE CONSTRUCTED ON UNDISTURBED SOIL AND THE AREA BELOW THE LEVEL UP IS STABILIZED. THE WATER SHOULD NOT BE ALLOWED TO RECONCENTRATE AFTER RELEASE.

5. STOCKPILING MATERIAL AND EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE INTO ANY ADJACENT WATER BODY OR STORM WATER COLLECTION FACILITY.

6. EXPOSED AREA LIMITATION: THE SURFACE AREA OF OPERABLE ERODIBLE SOIL EXPOSED BY CLEARING AND GRUBBING OPERATIONS OR EXCAVATION AND FILLING OPERATIONS SHALL BE MINIMIZED.

7. INLET PROTECTION: INLETS AND CATCH BASINS WHICH DISCHARGE DIRECTLY OFF-SITE SHALL BE PROTECTED FROM SEDIMENT-LADEN STORM RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.

8. DUST CONTROL: AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE REVEGETATED OR DRESSED AND RECEIVE FINAL TREATMENT WITHIN 30 DAYS SHALL BE STABILIZED.

9. TEMPORARY SEEDING AND MULCHING: SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN PARAGRAPH 8 ABOVE SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 2 INCHES LOOSE MEASURE OF VEGEN MATERIAL CUT INTO THE SOIL OF THE SEEDING AREA ADEQUATE TO PREVENT MOVEMENT OF SEED AND MULCH.

10. TEMPORARY GRASSING: THE SEEDING ON SEEDING AND MULCHING AREAS SHALL BE MULCHED AND WATERED OR HYDROMULCHED OR OTHER SUITABLE METHODS IF REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER. TEMPORARY GRASSING SHALL BE THE SAME MIX & AMOUNT REQUIRED FOR PERMANENT GRASSING IN THE CONTRACT SPECIFICATIONS.

11. TEMPORARY REGRASSING: IF, AFTER 14 DAYS FROM SEEDING, THE TEMPORARY GRASSING AREAS HAVE NOT ATTAINED A MINIMUM OF 75 PERCENT GOOD GRASS COVER, THE AREA WILL BE RESEEDING AND ADDITIONAL SEED APPLIED SUFFICIENT TO ESTABLISH THE DESIRED VEGETATIVE COVER.

12. MAINTENANCE: ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION AS THEY WERE ORIGINALLY DESIGNED AND CONSTRUCTED.

13. PERMANENT EROSION CONTROL: THE EROSION CONTROL FACILITIES OF THE PROJECT SHOULD BE DESIGNED TO MINIMIZE THE IMPACT ON THE OFFSITE FACILITIES.

14. PERMANENT SEEDING: ALL AREAS WHICH HAVE BEEN DISTURBED BY CONSTRUCTION SHALL BE MINIMALLY SEEDING BY HAND. MUST PROVIDE BOTH LONG-TERM VEGETATION AND RAPID GROWTH SEASONAL VEGETATION. SLOPES STEEPER THAN 4:1 SHALL BE SEEDING AND MULCHED OR SOODED.

STRUCTURAL PRACTICES (IF APPLICABLE):

1. TEMPORARY DIVERSION DIKE: TEMPORARY DIVERSION DIKES MAY BE USED TO DIVERT RUNOFF THROUGH A SEDIMENT-TRAPPING FACILITY.

2. TEMPORARY SEDIMENT TRAP: A SEDIMENT TRAP SHALL BE INSTALLED IN A DRAINAGE HAY AT A STORM DRAIN INLET OR AT OTHER POINTS OF DISCHARGE FROM A DISTURBED AREA. THE FOLLOWING SEDIMENT TRAPS MAY BE CONSTRUCTED EITHER INDEPENDENTLY OR IN CONJUNCTION WITH A TEMPORARY DIVERSION DIKE:

A. BLOCK & GRAVEL SEDIMENT FILTER - THIS PROTECTION IS APPLICABLE WHERE HEAVY FLOWS AND/OR WHERE AN OBSTACLE CAPACITY IS NECESSARY TO PREVENT EXCESSIVE PONDING AROUND THE STRUCTURE.

B. GRAVEL SEDIMENT TRAP - THIS PROTECTION IS APPLICABLE WHERE HEAVY CONCENTRATED FLOWS ARE EXPECTED, BUT NOT WHERE PONDING AROUND THE STRUCTURE MIGHT CAUSE EXCESSIVE MOVEMENT OR DAMAGE TO ADJACENT STRUCTURES & UNPROTECTED AREAS.

C. DROP INLET SEDIMENT TRAP - THIS PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA < 1:50 AND WHERE SHEET OR OVERLAND FLOWS < 1:50 O.F. SQUARE. THIS METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS SUCH AS IN STREET OR HIGHWAY VEDINGS.

3. OUTLET PROTECTION: APPLICABLE TO THE OUTLETS OF ALL PIPES AND PAVED CHANNEL SECTIONS WHERE THE FLOW COULD CAUSE EROSION & SEDIMENT PROBLEMS TO THE RECEIVING WATER BODY. S&T FENCES & HAY BALES ARE TO BE INSTALLED IMMEDIATELY DOWNSTREAM OF THE DISCHARGING STRUCTURE AS SHOWN ON THE OUTLET PROTECTION DETAIL.

4. SEDIMENT BASIN: (NOT APPLICABLE)

OTHER CONTROLS

WASTE DISPOSAL (IF APPLICABLE):

WASTE MATERIALS

ALL WASTE MATERIALS EXCEPT LAND CLEARING DEBRIS SHALL BE COLLECTED AND STORED IN A SECURELY LOCKED METAL DUMPSTER. THE DUMPSTER WILL MEET ALL LOCAL AND STATE SOLID WASTE MANAGEMENT REGULATIONS. THE DUMPSTER WILL BE EMPTIED AS NEEDED AND THE TRASH WILL BE HAULED TO A STATE-APPROVED LANDFILL. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE CONSTRUCTION SITE BY THE CONSTRUCTION SUPERINTENDENT. THE INDIVIDUAL WHO MANAGES THE DAY-TO-DAY SITE OPERATIONS WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.

HAZARDOUS WASTE

ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATION OR BY THE MANUFACTURER. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES AND THE SITE SUPERINTENDENT, THE INDIVIDUAL WHO MANAGES DAY-TO-DAY SITE OPERATIONS WILL BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED.

SANITARY WASTE

ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AS NEEDED TO PREVENT POSSIBLE SPILLAGE. THE WASTE WILL BE COLLECTED AND DEPOSED OF IN ACCORDANCE WITH STATE AND LOCAL WASTE DISPOSAL REGULATIONS FOR SANITARY SEWER OR SEPTIC SYSTEMS.

OFFSITE VEHICLE TRACKING

A STABILIZED CONSTRUCTION ENTRANCE WILL BE PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEPT AS NEEDED TO REMOVE ANY EXCESS MUD, DIRT OR ROCK TRACKED FROM THE SITE. CUP TRUCKS HAVING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARPULIN.

INVENTORY FOR POLLUTION PREVENTION PLAN

THE MATERIALS OR SUBSTANCES LISTED BELOW ARE EXPECTED TO BE PRESENT ON-SITE DURING CONSTRUCTION:

☒ Concrete

☒ Asphalt

☒ Tar

☒ Debris

☐

☒ Fertilizers

☒ Petroleum Based Products

☒ Cleaning Solvents

☒ Paints

☐

☒ Wood

☒ Masonry Blocks

☒ Roofing Materials

☒ Metal Sheds

☐

SPILL PREVENTION

WATER MANAGEMENT PRACTICES

THE FOLLOWING ARE THE WATER MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF.

GOOD HOUSEKEEPING

THE FOLLOWING GOOD HOUSEKEEPING PRACTICES WILL BE FOLLOWED ON-SITE DURING THE CONSTRUCTION PROJECT.

AN EFFORT WILL BE MADE TO STORE ONLY ENOUGH PRODUCT REQUIRED TO DO THE JOB.

ALL MATERIALS STORED ON-SITE WILL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS AND, IF POSSIBLE, UNDER A ROOF OR OTHER ENCLOSURE.

PRODUCTS WILL BE KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURER'S LABEL.

SUBSTANCES WILL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER.

WHENEVER POSSIBLE, ALL OF A PRODUCT WILL BE USED UP BEFORE DISPOSING OF THE CONTAINER.

MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL WILL BE FOLLOWED.

THE SITE SUPERINTENDENT WILL INSPECT DAILY TO ENSURE MATERIALS ON-SITE RECEIVE PROPER USE AND DISPOSAL.

HAZARDOUS PRODUCTS

THESE PRACTICES ARE USED TO REDUCE THE RISKS ASSOCIATED WITH HAZARDOUS MATERIALS.

PRODUCTS WILL BE KEPT IN ORIGINAL CONTAINERS UNLESS THEY ARE NOT RESEALABLE.

ORIGINAL LABELS AND MATERIAL SAFETY DATA WILL BE RETAINED. THEY CONTAIN IMPORTANT PRODUCT INFORMATION.

IF SURPLUS PRODUCT MUST BE DISPOSED OF, MANUFACTURER'S OR LOCAL AND STATE RECOMMENDED METHODS FOR PROPER DISPOSAL WILL BE FOLLOWED.

PRODUCT SPECIFIC PRACTICES

THE FOLLOWING PRODUCT SPECIFIC PRACTICES WILL BE FOLLOWED ON-SITE:

PETROLEUM PRODUCTS

ALL ON-SITE VEHICLES WILL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS WILL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. ANY ASPHALT SUBSTANCES USED ON-SITE WILL BE APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

FERTILIZERS

FERTILIZERS USED WILL BE APPLIED ONLY IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER. ONCE APPLIED, FERTILIZER WILL BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORM WATER. STORAGE WILL BE IN A COVERED AREA. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER WILL BE TRANSFERRED TO A RESEALABLE PLASTIC BAG TO AVOID SPILLS.

PAINTS

ALL CONTAINERS WILL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT WILL NOT BE DISCHARGED TO THE STORM SEWER SYSTEM BUT WILL BE PROPERLY DISPOSED OF ACCORDING TO MANUFACTURER'S INSTRUCTIONS OR STATE AND LOCAL REGULATIONS.

CONCRETE TRUCKS

CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRILL WASH WATER ON THE SITE.

SPILL CONTROL PRACTICES

IN ADDITION TO THE GOOD HOUSEKEEPING AND WATER MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THIS PLAN, THE FOLLOWING PRACTICES WILL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:

MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED ON-SITE, AND SITE PERSONNEL WILL BE MADE AWARE OF THE PROCEDURES AND THE LOCATION OF THE INFORMATION AND CLEANUP SUPPLIES.

MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREA ON-SITE. EQUIPMENT AND MATERIALS WILL INCLUDE, BUT NOT BE LIMITED TO, BROOMS, DUST PANS, ROPS, RAGS, GLOVES, GOGGLES, LIQUID ABSORBENT (e.g., KITTY LITTER OR ECOLAL), SAND, SAND/DUST, AND PLASTIC AND METAL TRASH CONTAINERS SPECIFICALLY FOR THIS PURPOSE.

ALL SPILLS WILL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY.

THE SPILL AREA WILL BE KEPT WELL VENTILATED AND PERSONNEL WILL WEAR APPROPRIATE PROTECTIVE CLOTHING TO PREVENT INJURY FROM CONTACT WITH A HAZARDOUS SUBSTANCE.

SPILL OF TOXIC OR HAZARDOUS MATERIAL WILL BE REPORTED TO THE APPROPRIATE STATE OR LOCAL GOVERNMENT AGENCY, REGARDLESS OF THE SIZE OF THE SPILL.

THE SPILL PREVENTION PLAN WILL BE ADJUSTED TO INCLUDE MEASURES TO PREVENT THIS TYPE OF SPILL FROM REOCCURRING AND HOW TO CLEAN UP THE SPILL IF THERE IS ANOTHER ONE. A DESCRIPTION OF THE SPILL, WHAT CAUSED IT, AND THE CLEANUP MEASURES WILL ALSO BE INCLUDED.

THE SITE SUPERINTENDENT RESPONSIBLE FOR THE DAY-TO-DAY SITE OPERATIONS WILL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR. HE/SHE WILL DESIGNATE AT LEAST ONE OTHER SITE PERSONNEL WHO WILL RECEIVE SPILL PREVENTION AND CLEANUP TRAINING. THESE INDIVIDUALS WILL EACH BECOME RESPONSIBLE FOR A PARTICULAR PHASE OF PREVENTION AND CLEANUP. THE NAMES OF RESPONSIBLE SPILL PERSONNEL WILL BE POSTED IN THE MATERIAL STORAGE AREA AND IF APPLICABLE, IN THE OFFICE TRAILER ON-SITE.

MAINTENANCE/INSPECTION PROCEDURES

EROSION AND SEDIMENT CONTROL INSPECTION AND MAINTENANCE PRACTICES

THE FOLLOWING ARE INSPECTION AND MAINTENANCE PRACTICES THAT WILL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROLS.

NO MORE THAN 5 ACRES OF THE SITE WILL BE DIVIDED AT ONE TIME WITHOUT WRITTEN PERMISSION FROM THE ENGINEER.

ALL CONTROL MEASURES WILL BE INSPECTED BY THE SUPERINTENDENT, THE PERSON RESPONSIBLE FOR THE DAY-TO-DAY SITE OPERATION OR SOMEONE APPOINTED BY THE SUPERINTENDENT, AT LEAST ONCE A WEEK AND FOLLOWING ANY STORM EVENT OF 0.25 INCHES OR GREATER.

ALL TURBIDITY CONTROL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER. IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT.

BUILT UP SEDIMENT WILL BE REMOVED FROM SILT FENCE WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE.

CONTRACTOR'S CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

REVISIONS:

1. 2. 3. 4. 5. 6. 7. 8.

CLIENT:

Kaller Architects
2417 Hollywood Boulevard
Hollywood, Florida 33020-6605
(954) 920-5746

PROJECT:

MODULAR CLASSROOMS ADDITION
AT THE MAIMONIDES ACADEMY
DANIA BEACH, FLORIDA 33314

TASK:

STORMWATER POLLUTION
PREVENTION DETAILS

GGB Engineering, Inc.

CIVIL AND FORENSIC ENGINEERS • LAND PLANNERS
• CONSTRUCTION MANAGERS
FLORIDA REGISTRATION NO. 8118
email: greg@ggbeng.com
2609 Stirling Road, Suite 100
Fort Lauderdale, Florida 33312
Phone: (954) 986-9609
Fax: (954) 986-9655

DATE:

March 2019

DESIGNED BY:

G.G.B.

PROJECT NO.

19-0401

SHEET

C-6

SCALE:

N.T.S.

DRAWN BY:

M.M.

GARY C. BLOOM, P.E.
FLA. LIC. NO. 38823
NOT VALID UNLESS SIGNED
AND SEALED BY ENGINEER

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING A RE-PLAT (DR-54-19) REQUEST SUBMITTED BY PULICE LAND SURVEYORS, ON BEHALF OF BCD DANIA OAKS, LLC FOR THE "OAKS PLACE PLAT," FOR PROPERTY LOCATED AT 5461 TO 5525 SW 40TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"

Purchasing Requests ONLY

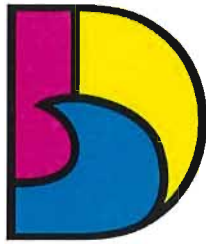
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

Dania Oaks CM OPT, Dania Oaks SR OPT, R-2019- BCD Dania Oaks Re-Plat (DR-54-19), Dania Oaks app & backup OPT, Dania Oaks Plat amendment



DANIA BEACH
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CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM

DATE: June 11, 2019

TO: Honorable Mayor and Commissioners

FROM: Ana M. Garcia, City Manager, ICMA-CM

VIA: Marc C. LaFerrier, AICP, Director
Corinne Lajoie, AICP, Planning and Zoning Manager *CH Lajoie*

RE: **DR-54-19:** The applicant, Pulice Land Surveyors. Inc., on behalf of the property owner BCD Dania Oaks. LLC, is requesting a plat amendment for the property located at 5461 – 5525 SW 40 Avenue.

The Request

PLAT AMENDMENT

To approve the plat amendment creating individual interior lots.

Background

On September 8, 2015 the City Commission approved the Rezoning, allocation for fourteen (14) Flex Units (O-2015-019), and Site Plan for a total of twenty-five (25) units (R-2015-96) for the two (2) north parcels.

On March 26, 2017 the City Commission approved a perimeter plat via R-2017-031.

On December 22, 2017 the City Commission approved Rezoning via O-2017-038 from RS-6000 to PRD-1 and Assignment of Flex Units via O-2017-035 22 residential flex units on the two (2) south parcels.

On July 24, 2018 the City Commission approved the site plan via R-2018-058 for 57 townhomes, on the combined four (4) lots.

On July 24, 2018 the City Commission approved the perimeter plat via R-2018-027 for 57 townhomes, on the combined four (4) lots.

Budgetary Impact

None. Preparation of the land has begun in anticipation of construction of the previously approve site plan.

Recommendation

Approve



DANIA BEACH
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**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: June 11, 2019

TO: Marc C. LaFerrier, AICP, Director

FROM: Corinne Lajoie, AICP, Planning and Zoning Manager *CLajoie*

RE: **DR-54-19:** The applicant, Pulice Land Surveyors. Inc., on behalf of the property owner BCD Dania Oaks. LLC, is requesting a plat amendment for the property located at 5461 – 5525 SW 40 Avenue.

The Request

PLAT AMENDMENT

To approve the plat amendment creating individual interior lots.

Property Information

EXISTING ZONING:	Planned Residential Development (PRD-1)
LAND USE DESIGNATION:	Low (5) Residential

Code Violations

There are no Code Compliance violations nor City Liens on record for the subject property.

The subject property is located south of SW 54 Court, and immediately west of SW 40 Avenue. The property is made up by four (4) parcels. Each parcel had a single family home on the property, all of which will be demolished in order to construct fifty-seven (57) townhouse units, and one (1) club house.

The applicant has previously received rezoning, assignment of flex, site plan and perimeter plat approval for this property by the City Commission.

At this time the applicant is requesting to subdivide the whole track into individual lots, each to contain one (1) townhouse dwelling unit.

Section 105-40(B) of the City's LDC states:

(B) Townhouse developments shall comply with one (1) of the following methods of land transfer and ownership:

(1) The subdivision of the whole tract into individual lots, each to contain one (1) townhouse dwelling unit, together with the platting of the property in accordance with this code; or

(2) Establishment of a condominium corporation by which the actual dwelling units are under individual ownership and the common areas of the development are owned by the condominium corporation; or

(3) Maintaining the entire development in single ownership by recording a unity of title agreement with the city as a party, stipulating that the development shall not be subdivided unless in compliance with all requirements of this code and the city's release of the property from the unity of title.

DEVELOPMENT REVIEW COMMITTEE (DRC)

The site plan was reviewed by the DRC on April 25, 2019, which includes personnel from the BSO Fire, Public Services, the City's landscape consultant and Community Development Department's Planning Division. The applicant has addressed all of the DRC comments.

Staff Recommendation

Approve.

RESOLUTION NO. 2019-060

A RESOLUTION OF CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A RE-PLAT (DR-54-19) REQUEST SUBMITTED BY PULICE LAND SURVEYORS, ON BEHALF OF BCD DANIA OAKS, LLC FOR THE "OAKS PLACE PLAT," FOR PROPERTY LOCATED AT 5461 TO 5525 SW 40TH AVENUE IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28 "Land Development Code" (the "LDC"), Part 6 "Development Review Procedures and Requirements," Article 640 "Plats," of the City of Dania Beach, (the "City) Code of Ordinances ("City Code"), Pulice Land Surveyors, on behalf of BCD Dania Oaks, LLC (the "Applicant") has applied to the City for approval of a Re-Plat (DR-54-19) attached as Exhibit "B," for property legally described in Exhibit "A;" and

WHEREAS, the City Commission previously granted Plat (PL-13-18) approval via Resolution No. 2018-057 (the "Oaks Place Plat"); and

WHEREAS, the Oaks Place Plat (PL-13-18), is restricted to fifty-seven (57) Townhomes; and

WHEREAS, City Code Section 105-40, "Townhouses," requires Townhome developments to comply with one of the specified methods of land transfer and ownership; and

WHEREAS, the Applicant seeks to comply with City Code Section 105-20, by Re-Platting the subject property into individual lots, each to contain one (1) townhouse dwelling unit; and

WHEREAS, the City's Development Review Committee (the "DRC"), which includes representatives from the Broward Sheriff's Office, Broward Fire Department, Public Services Department, the City's landscape consultant and the Planning Division staff, reviewed the proposed plat for compliance with all applicable regulations; and

WHEREAS, staff recommends approval of the proposed Oaks Place Re-Plat for the residential Townhome development; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 640 of the LDC; and

WHEREAS, the City Commission finds that the approval of the proposed Re-Plat (DR-54-19) will protect the public health, safety and welfare of residents of the City, and furthers the

purposes, goals, objectives and policies of the City's Land Development Code and Comprehensive Plan.

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

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct, and they are made a specific part of this Resolution.

Section 2. That the application for the Oaks Place Re-Plat (DR-54-19), a copy of which is attached as Exhibit "B," which is made a part of and incorporated into this Resolution by this reference, is approved.

Section 3. 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 4. That such application must be reviewed by the Broward County Aviation Department; the point of contact is William Castillo, Airport Planner located at 220 S.W. 45 Street, Suite 101, Dania Beach, Florida, 33312, (954) 359-6100.

Section 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 June 11, 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 described as the South 99.00 feet of the North 431.03 feet of the West 184.50 feet of the East 219.50 feet of TRACT 9, "NEWMAN'S SURVEY" OF SECTION 36, TOWNSHIP 50 SOUTH, RANGE 41 EAST, as recorded in Plat Book 2, Page 26, of the Public Records of Miami-Dade County, Florida.

LESS the South 4.00 feet of the East 103.72 thereof.

AND

A Portion of Tract 9, Section 36, Township 50 South, Range 41 East, Broward County, Florida, and more particularly described as follows: The South 117.52 feet of the North 544.55 feet of the West 322.55 feet of the East 357.55 feet of TRACT 9, "NEWMANS SURVEY" OF SECTION 36, TOWNSHIP 50 SOUTH, RANGE 41 EAST, as recorded in Plat Book 2, Page 26, of the Public Records of Miami-Dade County, Florida;

LESS AND EXCEPT THE FOLLOWING;

Commence at the most Northeasterly corner of the South 117.52 feet of the North 544.55 feet of the West 322.55 feet of the East 357.55 feet of TRACT 9, "NEWMANS SURVEY" OF SECTION 36, TOWNSHIP 50 SOUTH, RANGE 41 EAST, as recorded in Plat Book 2, Page 26, of the Public Records of Miami-Dade County, Florida; Thence South 87°49'49" West for a distance of 103.72 feet to the Point of Beginning; Thence South 03°03'39" East, a distance of 4.00 feet; Thence South 87°49'48" West, a distance of 80.78 feet; Thence North 03°03'39" West, a distance of 4.00 feet; Thence North 87°49'48" East, a distance of 80.78 feet to the Point of Beginning.

AND

The South 212.52 feet of the North 544.55 feet of the West 293.05 feet of the East 512.55 of TRACT 9, "NEWMANS SURVEY" OF SECTION 36, TOWNSHIP 50 SOUTH, RANGE 41 EAST, according to the Plat thereof, as recorded in Plat Book 2, Page 26, of the Public Records of Miami-Dade County, Florida,

LESS the South 117.52 feet of the East 138.05 thereof.

Said lands situate, lying and being in The City of Dania Beach, Broward County, Florida; and having an area of 101,485 SQ. FT. = 2.329 ACRES more or less.

ALSO KNOWN AS:

The South 212.52 feet of the North 544.55 feet of the West 477.55 feet of the East 512.55 feet of TRACT 9, "NEWMANS SURVEY" OF SECTION 36, TOWNSHIP 50 SOUTH, RANGE 41 EAST, as recorded in Plat Book 2, Page 26, of the Public Records of Miami-Dade County, Florida.

Said lands situate, lying and being in The City of Dania Beach, Broward County, Florida; and having an area of 101,485 SQ. FT. = 2.329 ACRES more or less..

and

The South 85.00 feet of the North 714.50 feet of the East 512.50 feet of Tract 9, and the West 125 feet of the South 212.50 feet of the North 927.00 feet of the East 512.50 feet of Tract 9, in Section 36, Township 50 South, Range 41 East of Newman's Survey, as recorded in Plat Book 2, Page 26, of the Public Records of Miami-Dade County, Florida; said land situate, lying and being in Broward County, Florida; excepting therefrom the East 35 feet for road right-of-way.

and

The South 85.01 feet of the North 629.05 feet of the East 512.5 feet of Tract 9, in Section 36, Township 50 South, Range 41 East of Newman's Survey, as recorded in Plat Book 2, Page 26, of the Public Records of Miami-Dade County, Florida; said land situate, lying and being in Broward County, Florida; excepting therefrom the East 35 feet for road right-of-way.

**EXHIBIT “B”
RE-PLAT**

Lajoie, Corinne

From: McClendon, Erin
Sent: Thursday, May 30, 2019 2:19 PM
To: Lajoie, Corinne
Subject: RE: Code violation check - Dania Oaks

There is not an open violation on that folio.

From: Lajoie, Corinne
Sent: Thursday, May 30, 2019 2:18 PM
To: McClendon, Erin
Subject: RE: Code violation check - Dania Oaks

That should be folio no. 504136010400
Thank you.

From: McClendon, Erin
Sent: Thursday, May 30, 2019 1:23 PM
To: Lajoie, Corinne
Subject: RE: Code violation check - Dania Oaks

Hi Corrine,

There are no open violations on any of the referenced properties. Folio 501436010400 returned nothing and doesn't come up in the folio search for BCPA either. Do you have an address for this one and I can check it that way?

Thanks!
Erin

From: Lajoie, Corinne
Sent: Thursday, May 30, 2019 1:13 PM
To: McClendon, Erin
Subject: Code violation check - Dania Oaks

Can you please let me know if there are any open violations on the following properties?

504136010361
504136010360
504136010410
501436010400

Thank you.



DANIA BEACH
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COMMUNITY DEVELOPMENT DEPARTMENT
DESIGN REVIEW COMMITTEE MEETING
THURSDAY, APRIL 25, 2019

[illegible]

Comme's
Dec Notes



DANIA BEACH
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CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
COVER LETTER

To: jane@pulicelandsurveyors.com

From: dlozandier@daniabeachfl.gov

Date: 4/25/2019

Re: Oaks Place *Plat Note Amendment 1st Review

Dear Applicant:

Please find attached the comments regarding your site plan project together with the agenda for the Design Review Committee meeting. Your slotted time for the meeting will be held on **Thursday, April 25, 2019 at 9:15 A.M.**

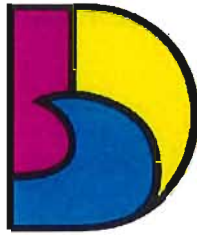
Should you have any questions, please contact Corinne Lajoie at 954-924-6805 X3704 or Daniel Lozandier at 954-924-6805 X3793.

Thank you.

cc: Brett Dunckel, Fire Prevention Officer, Brett_Dunckel@sheriff.org
Manny Vega, Engineer, engineeringreview@daniabeachfl.gov
Curt A. Keyser, Engineer, engineering@daniabeachfl.gov
Jacob Ripp, Arborist, Jacob.Ripp@metriceng.com
Corinne Lajoie, Planning & Zoning Manager, cchurch@daniabeachfl.gov
Muriel Bryan, Planner, mbryan@daniabeachfl.gov
Daniel Lozandier, Planning Associate, dlozandier@daniabeachfl.gov

★ E-mail
Jane Reg
P.H. Scheduled

Project 1064



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH

DEPARTMENT OF PUBLIC SERVICES

April 16, 2019.

Engineering and Public Services Comments
Oaks Place PLAT DR-54-19(1st Review)

Tier 1:

1.- N/A

Note: Please, clarify " OAKS PLACE" Overall Plat provides shows different parcels and in your letter states to unified two separate parcels into one unified development parcel " DANIA OAKS PLAT" which according Greenspoon Marder's letter The City Commission already approved, pending final approval by the County. Please, provide approvals from The City and the County re-platting the Property into" Individual lots, each contain one (1) townhouse dwelling unit, together with the platting of the property. Also, clarify 25' Ingress/ Egress and Driveway Easements if it is to be vacated /abandoned, they must be recorded.

Manny Vega, PE
Consultant, CAP Government
engineeringreview@daniabeachfl.gov

Curt A. Keyser, PE
Acting City Engineer/City of Dania Beach
engineering@daniabeachfl.gov

For ease of review, please reply in writing to each line comment, reference page number and backup documents provide. Additional comments may apply.

DANIA OAKS Plat Deligation DR-54-19

4-9-19

Zoning designation = PRD-1

FLU designation = Low 5 Residential

REVIEW COMPLETE BY Corinne Lajoie (954) 924-6805 X 3704

1st Review

PLAT COMMENTS:

1. Two (2) handicaped parking spaces that should be located in Parcel "G" of the plat is not shown on the plat drawings but is shown on the approved Site Plan. Revise according.

March 21, 2019

Marc LaFerrier, AICP
Community Development Director
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004

Re: BCD Dania Oaks (Platting & Permitting)

Mr. LaFerrier,

I am contacting you on behalf of my client, BCD Dania Oaks LLC ("BCD"), the owner of the property located at 5461-5525 SW 40th Avenue ("Property"). On July 24, 2018, the City Commission approved BCD's site plan application to construct 57 townhomes ("Development") on the Property (*Resolution R-2018-058*). The Property currently consists of two separate parcels (*see diagram below*).



In addition to a site plan application, BCD also submitted a platting application to the City and County to combine the two separate parcels into one unified development parcel ("Dania Oaks Plat"). The Dania Oaks Plat has already been submitted and approved by the City Commission and is scheduled for final approval by the County by the end of March 2019. Additionally, BCD has submitted plans to the City's Building Department for an informal/ preliminary review as well as a tree removal permit application.

Section 105-40 (B) of the City's Land Development Code states:

(B) Townhouse developments **shall comply with one (1) of the following methods of land transfer and ownership:**

- (1) The subdivision of the whole tract into individual lots, each to contain one (1) townhouse dwelling unit, together with the platting of the property in accordance with this code; or
- (2) Establishment of a condominium corporation by which the actual dwelling units are under individual ownership and the common areas of the development are owned by the condominium corporation; or
- (3) Maintaining the entire development in single ownership by recording a unity of title agreement with the city as a party, stipulating that the development shall not be subdivided unless in compliance with all requirements of this code and the city's release of the property from the unity of title.

In order to comply with one of the methods of land transfer and ownership required in Section 105-40(B), BCD agrees to submit an application to the City and County to re-plat the Property into *"individual lots, each to contain one (1) townhouse dwelling unit, together with the platting of the property in accordance with this code."*

BCD understands that the City will not issue a Certificate of Occupancy ("CO") for any unit in the Development until the above referenced re-plat of the Property is executed and recorded. This is to ensure that no unit within the Development is sold prior to the re-plat being completed and that the requirements set forth in Section 105-40(B) are fully satisfied. Due to the fact that Section 105-40(B) only applies to the transfer of land or ownership, the City will only withhold any request for a CO submitted by BCD prior to the finalization of the re-plat and will not withhold any other permits or submittals required for BCD to proceed with constructing the Development.

March 21, 2019
Page No. 3

Please feel free to contact me directly should you need any additional information or have any questions.

Thank you,

Dennis D. Mele, Partner

GREENSPOON MARDER LLP



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: Delegation Request

REVISED

Date Rec'd: _____

Petition No.: DR-54-19

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 5461, 5471, 5501, 5525 SW 40th Ave.

Lot(s): 9 Block: n/a Subdivision: Newman's Survey

Recorded Plat Name: Newman's Survey PB 2-26

Folio Number(s): see attached Legal Description: see attached

Applicant/Consultant/Legal Representative (circle one) Pulice Land Surveyors, Inc.

Address of Applicant: 5381 Nob Hill Rd., Sunrise, FL 33351

Business Telephone: 957-572-1777 Home: n/a Fax: 954-572-1778

E-mail address: jane@pulicelandsurveyors.com

Name of Property Owner: BCD Dania Oaks, LLC

Address of Property Owner: 20900 NE 30th Ave., Aventura, FL

Business Telephone: 305-357-8081 Home: n/a Fax: n/a

Explanation of Request: Modify the interior lots of the approved plat of OAKS PLACE

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: 4.7689 Gross Acreage: 4.7689 Prop. Square Footage: 207,733

Existing Use: single family residential Proposed Use: multifamily residential

OAKS PLACE LEGAL DESCRIPTION:

A PORTION OF THE WEST 477.50 FEET OF THE EAST 512.50 FEET OF THE SOUTH 595.0 FEET OF THE NORTH 927.0 FEET OF TRACT 9, IN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 50 SOUTH, RANGE 41 EAST OF "NEWMAN'S SURVEY", AS RECORDED IN PLAT BOOK 2, PAGE 26, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36, TOWNSHIP 50 SOUTH, RANGE 41 EAST; THENCE NORTH 03°03'38" WEST ON THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 36 FOR 1935.15 FEET TO THE SOUTH LINE OF THE NORTH 714.5 FEET OF SAID TRACT 9; THENCE SOUTH 87°56'18" WEST ON SAID SOUTH LINE 40.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87°56'18" WEST ON SAID SOUTH LINE 347.55 FEET TO THE EAST LINE OF THE WEST 125.00 FEET OF THE EAST 512.5 FEET OF SAID TRACT 9; THENCE SOUTH 03°03'38" EAST ON SAID EAST LINE 212.53 FEET TO THE SOUTH LINE OF THE NORTH 927.0 FEET OF SAID TRACT 9; THENCE SOUTH 87°56'18" WEST ON SAID SOUTH LINE 125.02 FEET TO THE WEST LINE OF THE EAST 512.50 FEET OF SAID TRACT 9; THENCE NORTH 03°03'38" WEST ON SAID WEST LINE 595.09 FEET TO THE SOUTH LINE OF THE NORTH 332.0 FEET OF SAID TRACT 9; THENCE NORTH 87°56'18" EAST ON SAID SOUTH LINE 472.57 FEET TO THE WEST RIGHT-OF WAY LINE OF SW 40TH AVENUE, SAID LINE LYING 40.00 FEET WEST OF AND PARALLEL TO THE AFOREMENTIONED EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 36; THENCE ON SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES; 1) SOUTH 03°03'38" EAST ON SAID PARALLEL LINE 212.53 FEET TO THE SOUTH LINE OF THE NORTH 544.55 FEET OF SAID TRACT 9; 2) NORTH 87°56'18" EAST ON SAID SOUTH LINE 5.00 FEET TO A LINE LYING 35.00 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36 AS DESCRIBED IN OFFICIAL RECORDS BOOK 675, PAGE 206, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; 3) SOUTH 03°03'38" EAST ON SAID PARALLEL LINE 85.01 FEET TO THE SOUTH LINE OF THE NORTH 629.5 FEET OF SAID TRACT 9, ALSO BEING THE NORTH LINE OF THE 5.00 FOOT WIDE RIGHT-OF-WAY DEDICATION AS RECORDED IN OFFICIAL RECORDS BOOK 6313, PAGE 283, OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; 4) SOUTH 87°56'18" WEST ON SAID NORTH LINE 5.00 FEET; 5) SOUTH 03°03'38" EAST ON THE WEST LINE OF SAID 5.00 FOOT WIDE RIGHT-OF-WAY DEDICATION, BEING A LINE LYING 40.00 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36 FOR 85.01 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA CONTAINING 207,750 SQUARE FEET (4.7693 ACRES).

FOLIO NUMBERS: 504136010040 504136010410 504136010360 504136010361

ADDRESSES: 5461, 5471, 5501, 5525 SW 40TH AVE.

Is property owned individually, by a corporation, association, or a joint venture? no

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 Pulice Land Surveyors, Inc./ Jane Storms (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*)

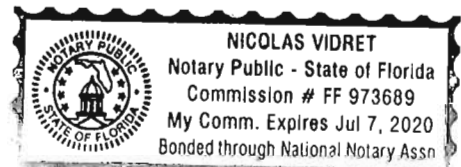
BEFORE ME THIS 26 DAY OF MAY, 2019

By:

JOEL COHEN
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)



Personally known X 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.***



PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD

SUNRISE, FLORIDA 33351

TELEPHONE (954) 572-1777 • FACSIMILE (954) 572-1778

e-mail: surveys@pulicelandsurveyors.com



March 28, 2019

Ms. Corinne Lajoie, AICP
Principal City Planner
Community Development Department
100 W. Dania Beach Boulevard
Dania Beach, FL 33004



RE: "OAKS PLACE" PLAT DELEGATION REQUEST – 5471 SW 40th AVENUE

Dear Ms. Lajoie,

Enclosed please find the application for the Delegation Request for OAKS PLACE that will modify it from a boundary plat to a lotted plat for the proposed construction of 57 townhouse units.

Enclosed please find:

1. Seven (7) copies of the Plat.
2. Seven (7) signed and sealed Surveys, attached to the Plat.
3. One (1) copy of Plat + Survey on 11"x17" format.
4. One (1) copy of the proposed Site Plan, for reference.
5. Signed and notarized application and check for the process.

Please review and kindly let me know when the approval letter will be ready. As always, it is a pleasure to work with you and your team.

Thank you,

PULICE LAND SURVEYORS, INC.

Jane Storms

encl.

"OAKS PLACE"

A REPLAT OF A PORTION OF THE WEST 477.50 FEET OF THE EAST 512.5 FEET OF THE SOUTH 595.0 FEET OF THE NORTH 927.0 FEET OF TRACT 9, IN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 50 SOUTH, RANGE 41 EAST OF "NEWMAN'S SURVEY", AS RECORDED IN PLAT BOOK 2, PAGE 26, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.

LEGAL DESCRIPTION:

A PORTION OF THE WEST 477.50 FEET OF THE EAST 512.50 FEET OF THE SOUTH 595.0 FEET OF THE NORTH 927.0 FEET OF TRACT 9, IN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 50 SOUTH, RANGE 41 EAST OF "NEWMAN'S SURVEY", AS RECORDED IN PLAT BOOK 2, PAGE 26, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36, TOWNSHIP 50 SOUTH, RANGE 41 EAST; THENCE NORTH 03°03'38" WEST ON THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 36 FOR 1935.15 FEET TO THE SOUTH LINE OF THE NORTH 714.5 FEET OF SAID TRACT 9; THENCE SOUTH 87°56'18" WEST ON SAID SOUTH LINE 40.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87°56'18" WEST ON SAID SOUTH LINE 347.55 FEET TO THE EAST LINE OF THE WEST 125.00 FEET OF THE EAST 512.5 FEET OF SAID TRACT 9; THENCE SOUTH 03°03'38" EAST ON SAID EAST LINE 212.53 FEET TO THE SOUTH LINE OF THE NORTH 927.0 FEET OF SAID TRACT 9; THENCE SOUTH 87°56'18" WEST ON SAID SOUTH LINE 125.02 FEET TO THE WEST LINE OF THE EAST 512.50 FEET OF SAID TRACT 9; THENCE NORTH 03°03'38" WEST ON SAID WEST LINE 595.09 FEET TO THE SOUTH LINE OF THE NORTH 332.0 FEET OF SAID TRACT 9; THENCE NORTH 87°56'18" EAST ON SAID SOUTH LINE 472.57 FEET TO THE WEST RIGHT-OF WAY LINE OF SW 40TH AVENUE, SAID LINE LYING 40.00 FEET WEST OF AND PARALLEL TO THE AFOREMENTIONED EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 36; THENCE ON SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES; 1) SOUTH 03°03'38" EAST ON SAID PARALLEL LINE 212.53 FEET TO THE SOUTH LINE OF THE NORTH 544.55 FEET OF SAID TRACT 9; 2) NORTH 87°56'18" EAST ON SAID SOUTH LINE 5.00 FEET TO A LINE LYING 35.00 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36 AS DESCRIBED IN OFFICIAL RECORDS BOOK 675, PAGE 206, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; 3) SOUTH 03°03'38" EAST ON SAID PARALLEL LINE 85.01 FEET TO THE SOUTH LINE OF THE NORTH 629.5 FEET OF SAID TRACT 9, ALSO BEING THE NORTH LINE OF THE 5.00 FOOT WIDE RIGHT-OF-WAY DEDICATION AS RECORDED IN OFFICIAL RECORDS BOOK 6313, PAGE 283, OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; 4) SOUTH 87°56'18" WEST ON SAID NORTH LINE 5.00 FEET; 5) SOUTH 03°03'38" EAST ON THE WEST LINE OF SAID 5.00 FOOT WIDE RIGHT-OF-WAY DEDICATION, BEING A LINE LYING 40.00 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36 FOR 85.01 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA CONTAINING 207,750 SQUARE FEET (4.7693 ACRES).

DEDICATION:

STATE OF FLORIDA SS
COUNTY OF MIAMI-DADE

KNOW ALL MEN BY THESE PRESENTS: THAT BCD DANIA OAKS LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON, AND TO BE KNOWN AS "OAKS PLACE", A REPLAT.

KNOW ALL MEN BY THESE PRESENTS: THAT BCD DANIA OAKS LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON, AND TO BE KNOWN AS "OAKS PLACE", A REPLAT.

PARCEL "A" (PRIVATE ROAD) AS SHOWN HEREON IS HEREBY DEDICATED TO THE PRESENT AND FUTURE OWNER OR OWNERS OF LOTS AND TRACTS DESCRIBED AND SHOWN AS INCLUDED IN THIS PLAT AND THEIR HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, ASSIGNS, TENANTS, INVITEES, LICENSEES, MORTGAGEES, AND EMPLOYEES, NOT THE PUBLIC, FOR INGRESS, EGRESS, DRAINAGE AND UTILITY COMPANY PURPOSES. THE FOREGOING DEDICATION IS SUBJECT TO A PERMANENT NON-EXCLUSIVE ACCESS EASEMENT FOR INGRESS, EGRESS AND ACCESS PURPOSES OVER PARCEL 'A' TO THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA FOR EMERGENCY VEHICLES AND SERVICE AND MAINTENANCE AND CONSTRUCTION OF UTILITIES.

PARCEL 'B' (RECREATION AREA) IS HEREBY DEDICATED TO THE CURRENT AND FUTURE OWNERS, THEIR SUCCESSORS AND/OR ASSIGNS, NOT THE PUBLIC, FOR RECREATIONAL PURPOSES.

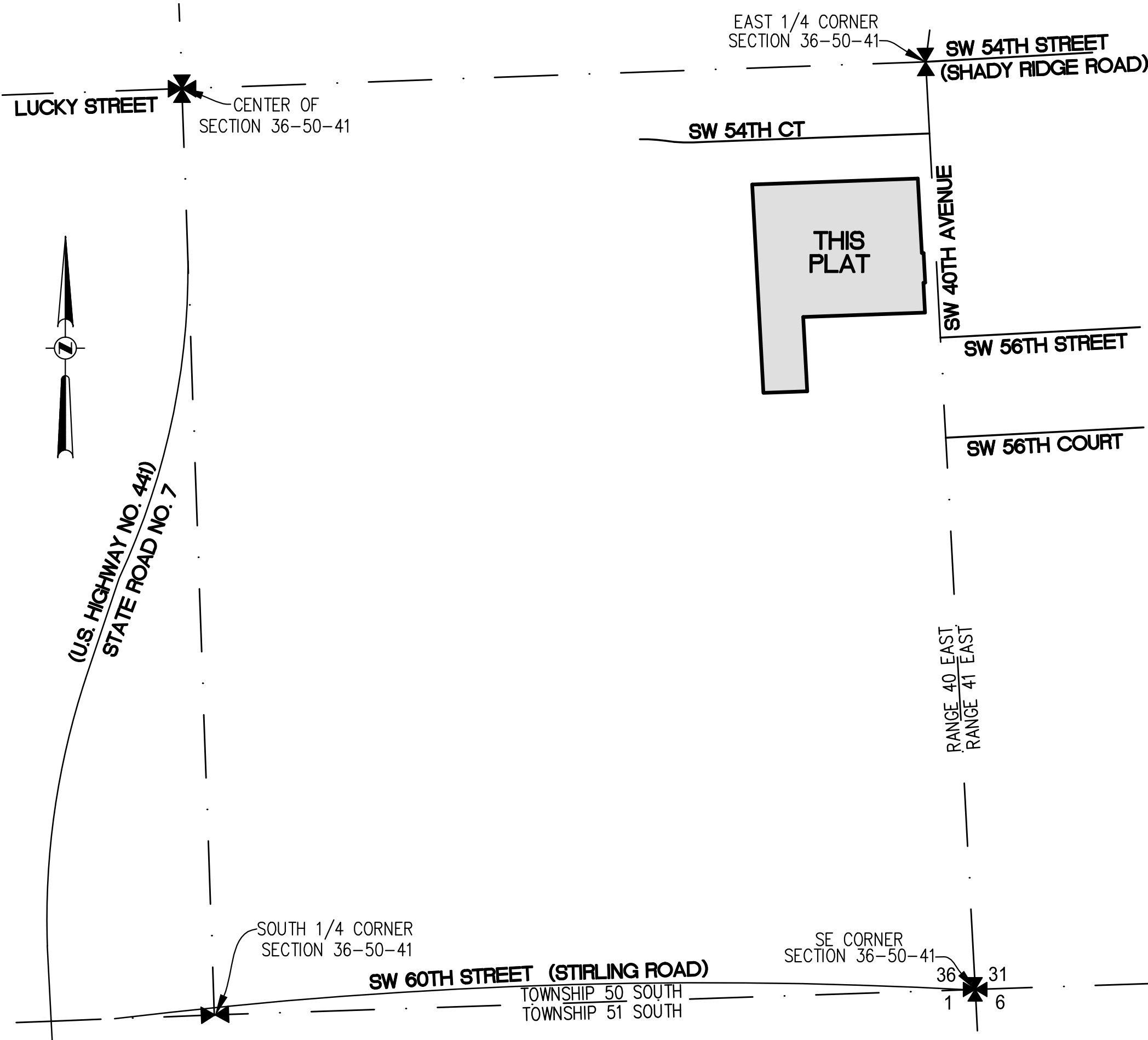
PARCELS 'C', 'D', 'E', 'F', 'G', 'H' AND 'I' AS SHOWN HEREON ARE HEREBY DEDICATED TO THE CURRENT AND FUTURE OWNERS, THEIR SUCCESSORS AND/OR ASSIGNS, OF LOTS AND TRACTS DESCRIBED AND SHOWN AS INCLUDED IN THIS PLAT, NOT THE PUBLIC, COMMON AREA.

IN WITNESS WHEREOF: THAT SAID BCD DANIA OAKS LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR AND ON ITS BEHALF BY _____, ITS MANAGER, IN THE PRESENCE OF THESE TWO WITNESSES, THIS _____ DAY OF _____, A.D. 2019.

WITNESSES: BCD DANIA OAKS LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: _____
PRINT NAME: _____ BY: _____
BY: _____ PRINT NAME: _____
PRINT NAME: _____ TITLE: MANAGER

PREPARED BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
954-572-1777
FAX NO. 954-572-1778
MARCH, 2019



LOCATION MAP
THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 50 SOUTH, RANGE 41 EAST
NOT TO SCALE

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE S.S.

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, _____, MANAGER, OF BCD DANIA OAKS LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO BE THE PERSON DESCRIBED IN AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED, AND DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 2019.

MY COMMISSION NUMBER: _____ NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: _____ PRINT NAME: _____

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND RECENTLY SURVEYED, SUBDIVIDED AND PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE APPLICABLE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AND THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) AND PERMANENT CONTROL POINTS (P.C.P.'S) WERE SET IN ACCORDANCE WITH SAID CHAPTER 177.

BETH BURNS
PROFESSIONAL SURVEYOR AND MAPPER NO. LS6136
STATE OF FLORIDA
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA
CERTIFICATE OF AUTHORIZATION NUMBER LB3870

DATE

BCD DANIA OAKS LLC, A FLORIDA LIMITED LIABILITY COMPANY	PLATTING SURVEYOR	CITY CLERK	CITY ENGINEER	COUNTY SURVEYOR	COUNTY ENGINEER
---	-------------------	------------	---------------	-----------------	-----------------

CITY OF DANIA BEACH, CITY COMMISSION:

THIS IS TO CERTIFY, THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE CITY OF DANIA BEACH, FLORIDA, BY ORDINANCE NO. _____ ADOPTED THIS _____ DAY OF _____, A.D. 2019.

NO BUILDING PERMITS SHALL BE ISSUED FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT UNTIL SUCH TIME AS THE DEVELOPER PROVIDES THIS MUNICIPALITY WITH WRITTEN CONFIRMATION FROM BROWARD COUNTY THAT ALL APPLICABLE CONCURRENCY/IMPACT FEES HAVE BEEN PAID OR ARE NOT DUE.

ATTEST: _____ CITY CLERK
APPROVED: _____ MAYOR

COMMUNITY DEVELOPMENT DEPARTMENT:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, THIS _____ DAY OF _____, A.D. 2019.

BY: _____
NAME: _____ DIRECTOR / DESIGNEE

CITY ENGINEER:

THIS PLAT IS HEREBY APPROVED FOR RECORD THIS _____ DAY OF _____, A.D. 2019.

BY: _____
NAME: _____
FLORIDA P.E. REGISTRATION NO: _____

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH
MANAGEMENT DEPARTMENT:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD.

BY: _____ DIRECTOR/DESIGNEE
DATE

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY: THAT THE BROWARD COUNTY PLANNING COUNCIL HAS APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH THE DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS THIS _____ DAY OF _____, A.D. 20____.

BY: _____ CHAIRPERSON

THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, A.D. 20____.

BY: _____ EXECUTIVE DIRECTOR OR DESIGNEE

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES
DEPARTMENT, COUNTY RECORDS DIVISION - MINUTES SECTION:

THIS IS TO CERTIFY: THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS DAY OF _____, A.D. 20____.

BY: _____ MAYOR, COUNTY COMMISSION

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING
DIVISION:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES AND APPROVED AND ACCEPTED FOR RECORD.

BY: _____ ROBERT P. LEGG, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS4030

BY: _____ RICHARD TORNESE
DIRECTOR
PROFESSIONAL ENGINEER
FLORIDA REGISTRATION NO. 40263

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SURVEYORS NOTES:
1) THIS PLAT IS RESTRICTED TO 57 TOWNHOMES.

THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.

ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION IV, D.1.f., DEVELOPMENT REVIEW REQUIREMENTS, OF THE BROWARD COUNTY LAND USE PLAN, REGARDING HAZARDS TO AIR NAVIGATION.

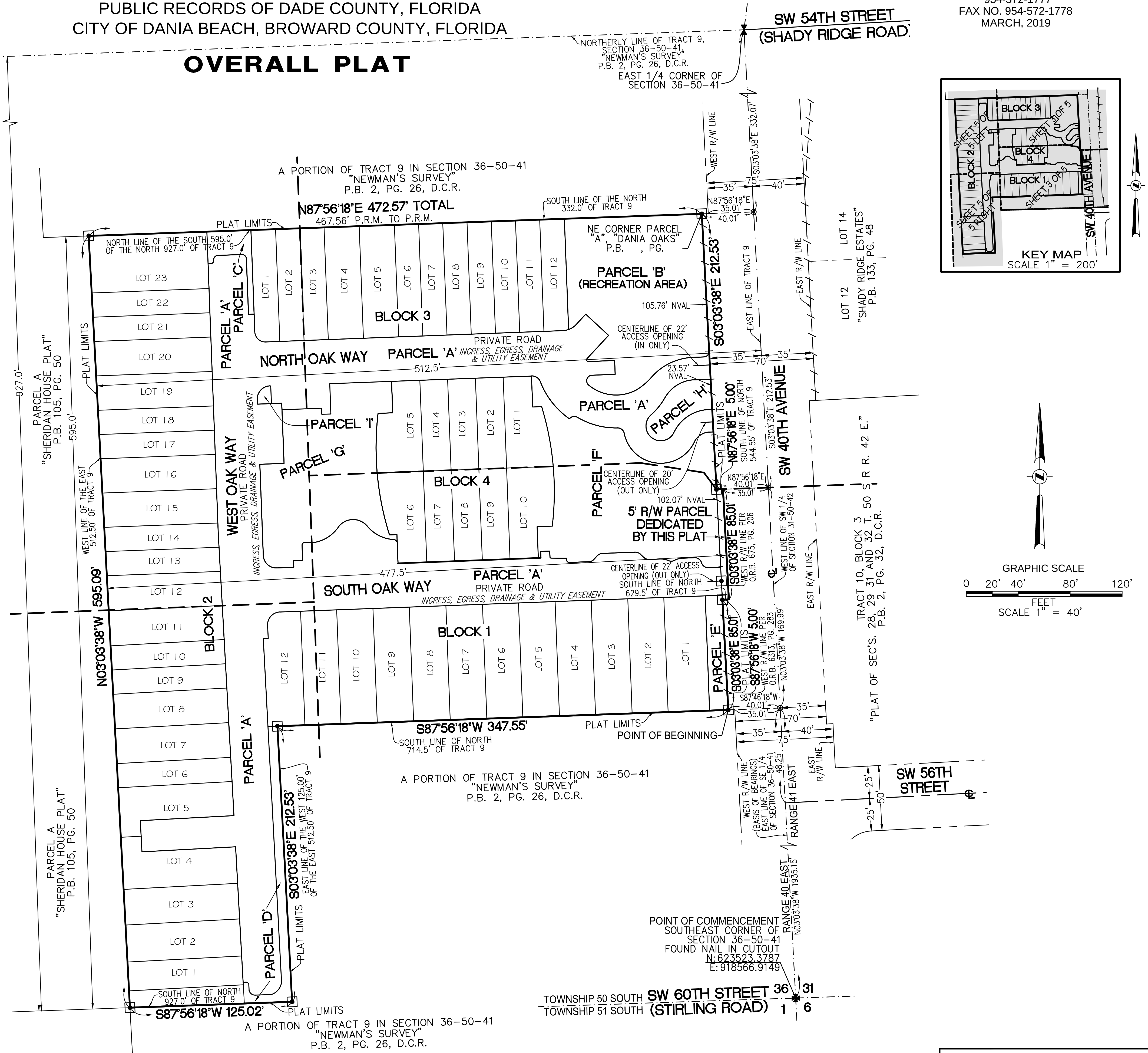
- 2A) IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY _____, 20____, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME: AND/OR
- B) IF CONSTRUCTION OF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY _____, 20____, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME.
- 3) THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT TO CHAPTER 177.091, SUBSECTION (28), FLORIDA STATUTES. PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE DOES NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
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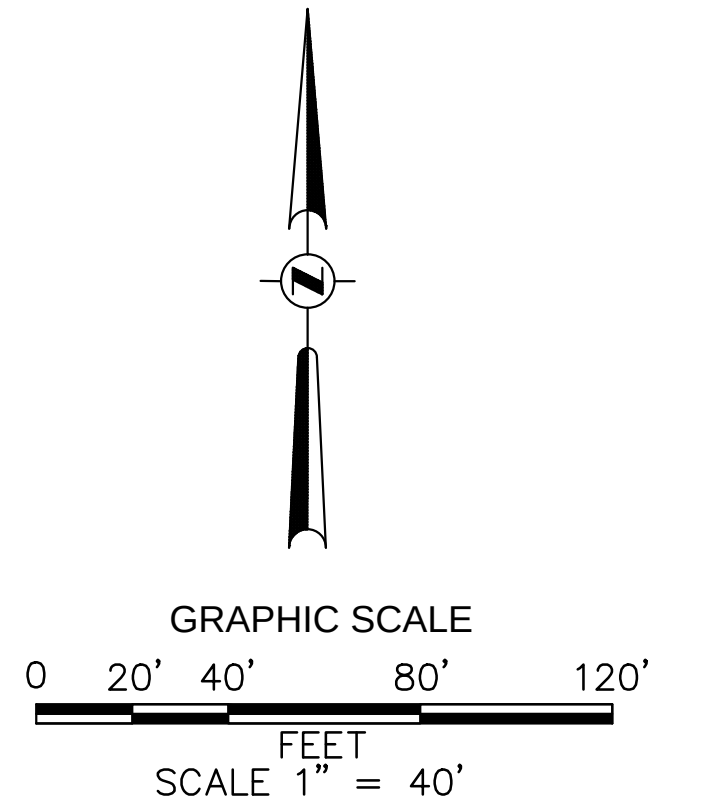
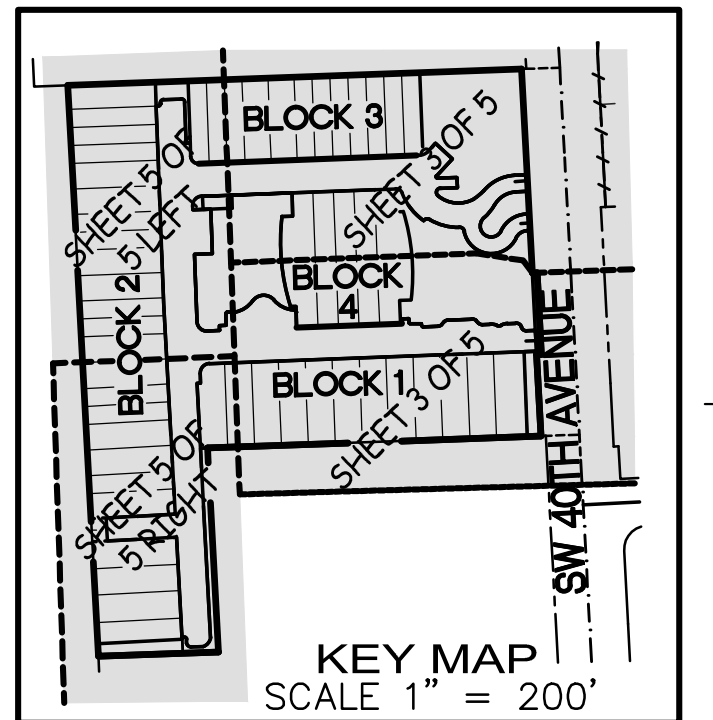
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CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

OVERALL PLAT



PLAT BOOK PAGE
SHEET 2 OF 5 SHEETS

PREPARED BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
954-572-1777
FAX NO. 954-572-1778
MARCH, 2019



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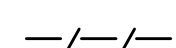
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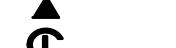
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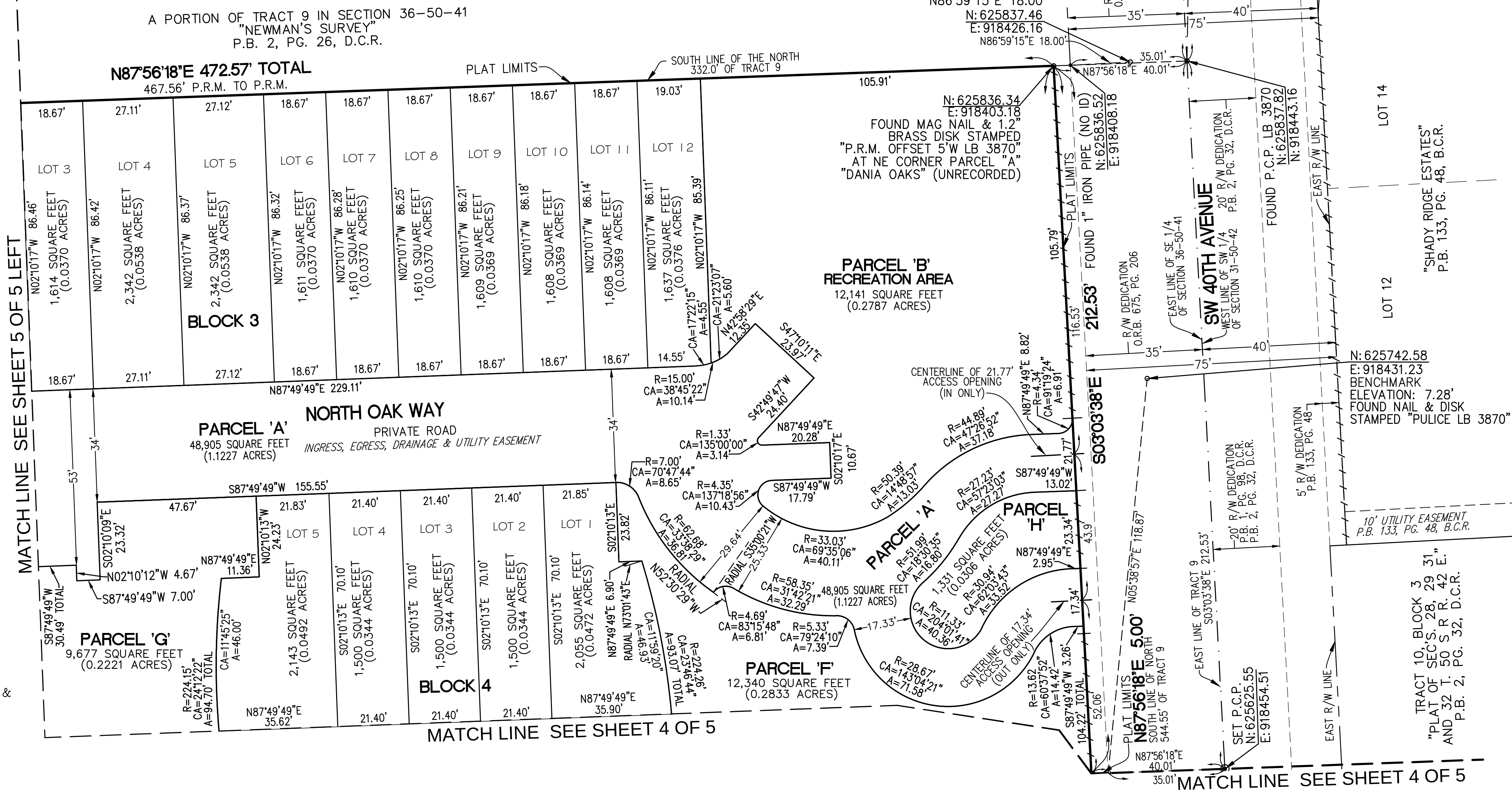
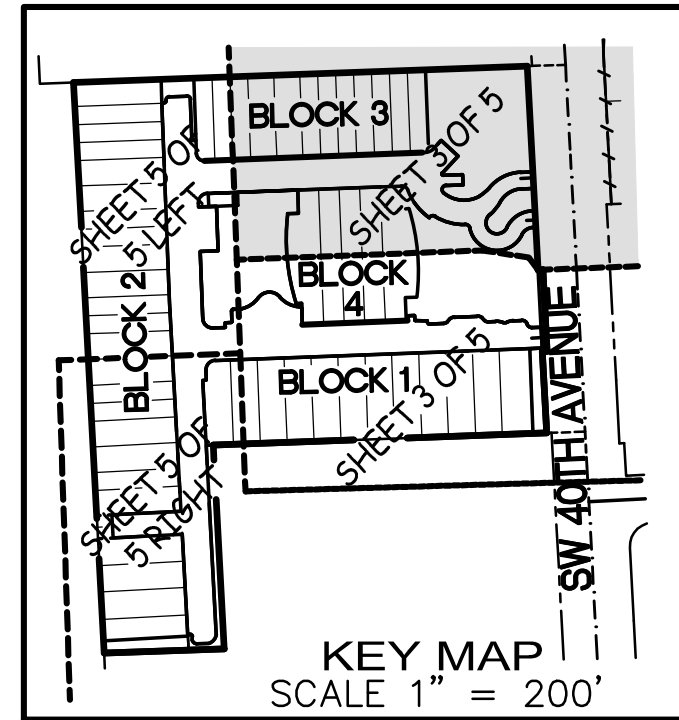
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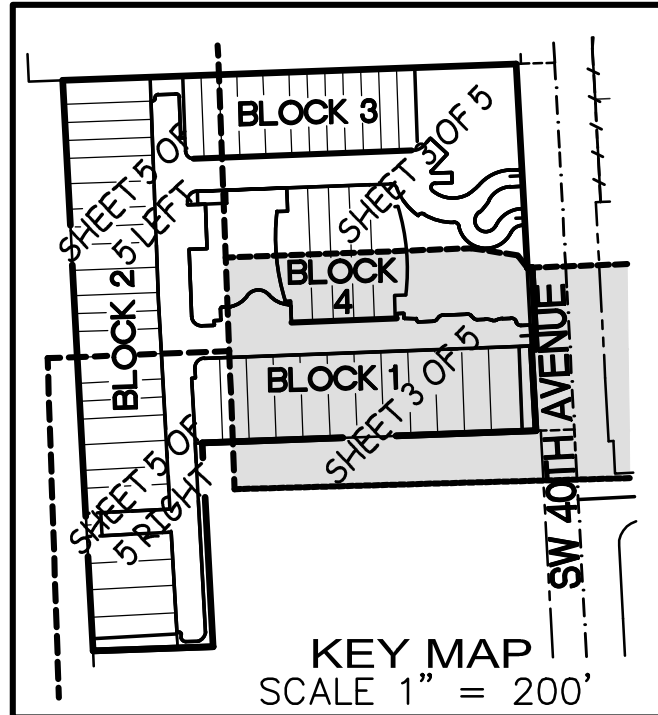
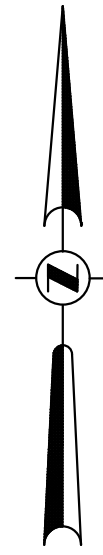
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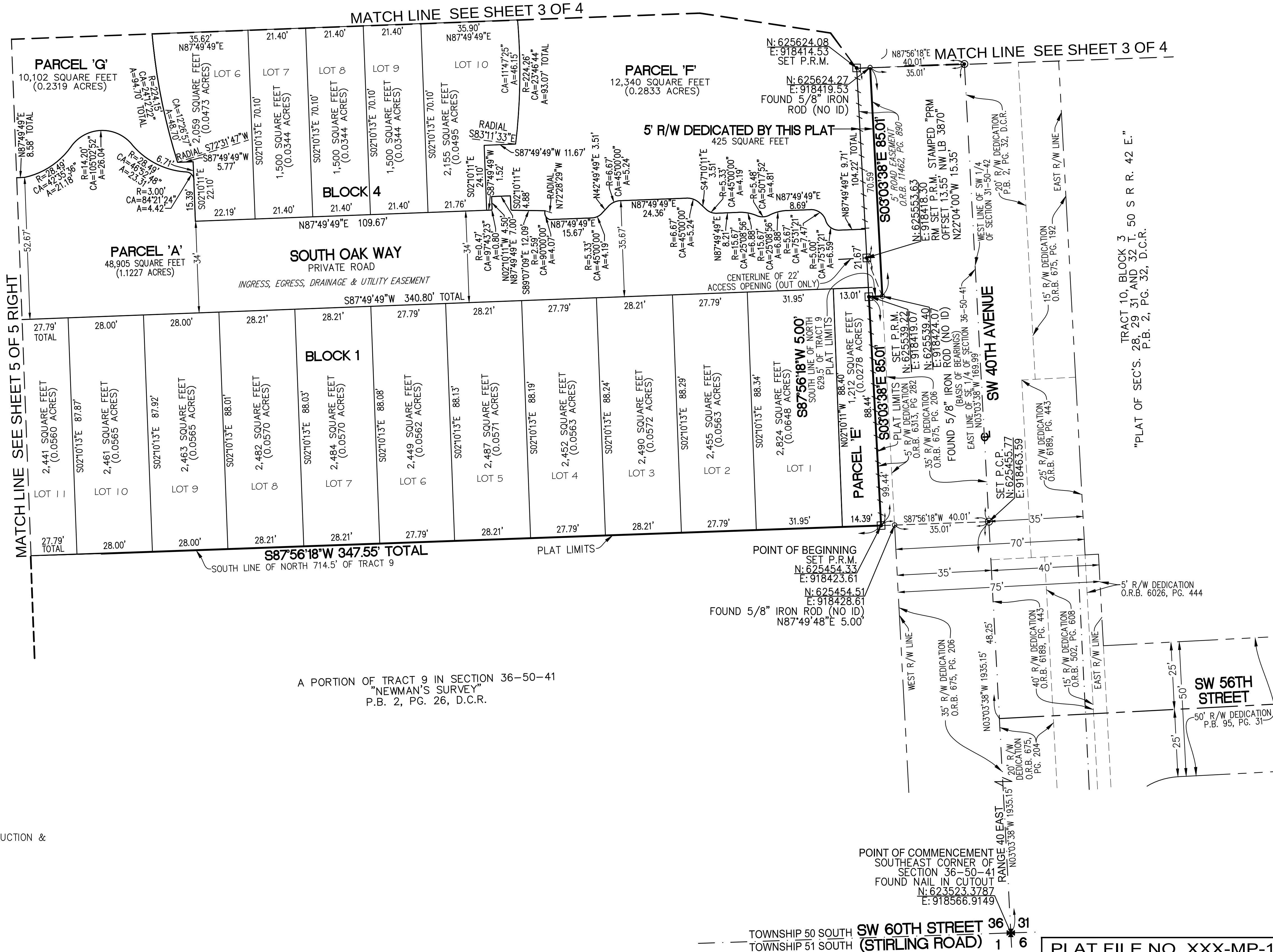
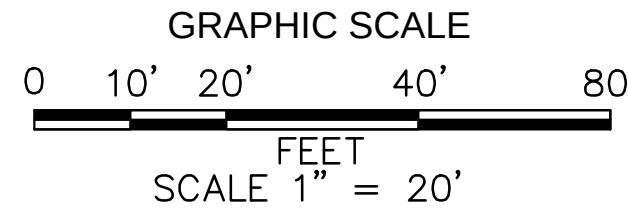
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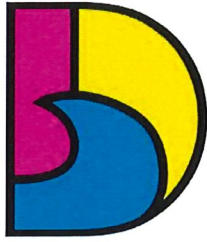


TRACT 10, BLOCK 3
"PLAT OF SEC'S. 28, 29, 31 AND 32 T. 50 S R. 42 E."
P.B. 2, PG. 32, D.C.R.

SW 56TH STREET
50' R/W DEDICATION
P.B. 95, PG. 31

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF
SECTION 36-50-41
FOUND NAIL IN CUTOUT
N: 623523.3787
E: 918566.9149

SW 60TH STREET 36
(STIRLING ROAD) 1 6



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
DEPARTMENT**

MEMORANDUM

DATE: June 6, 2019
TO: Ana M. Garcia, ICMA-CM, City Manager
FROM: Marc C. LaFerrier, AICP, Community Development Director
RE: Dania Beach Grill

Request

The City Commission discussion and possible action regarding the Dania Beach Grill.

Background

The Dania Beach Grill was recently closed by order of the Building Official due to unsafe conditions. The Building Official's action was determined after thorough inspections by a competent and qualified professional engineer (PE). The engineer has submitted the Phase II Report defining the remedial actions and costs associated with the repair of the building. The engineer has identified that all non-bearing structural elements of the building and all mechanical, electrical and plumbing systems must be removed and replaced. In addition, the concrete walls, roof and floor will need to be repaired. The estimated cost to complete these replacements and repairs according to the engineer is approximately \$530,000. Additional costs are expected upon a complete analysis of the structure and costs verification. It should be noted that a repaired building will not be compliant with coastal construction (CCL) wind and flood requirements and therefore, will not be resilient to storm impacts or accelerated deterioration. In addition, these costs do not include renovation (i.e. new kitchen, bathrooms and bar).

This agenda item will provide additional information and options for the future use of the existing building and site.

Budgetary Impact

To be determined.

Recommendation

Upon action of the City Commission.

Attachment

Presentation Outline
Calc Engineering Phase II Report

Dania Beach Grill Presentation Outline
June 11, 2019

I. Recap of Recent Events/History: (City Manager)

January 2014	Adopted Beach Revitalization Plan
January 2019	Expiration of Lease with Dania Beach Grill
January 2019	Commission directive to draft RFP for Dania Beach Grill
March 2019	City Manager request to assess all City buildings
April 2019	Inspections and Phase I Engineers Report of Dania Beach Grill (website)
April 2019	Closure and Security of Dania Beach Grill
May 2019	Dania Beach Grill City Commission Workshop (website)
May 2019	Phase II Engineers report (website)

II. Phase II Engineers Report: (Community Development Director)

Summary of Findings/Conclusion
Photos from Report

III. Alternative Options/Costs:

A. Option 1: Repair (Community Development Director)

Definition: *Repair deficiencies & damages outlined in engineers report*

Timing: approx. 18 months

Cost: approx. \$550K to \$700K

Pros

Cheapest option
New MEP
New deck and stage
Repaired structure
Option with least regulations
Safe conditions

Cons

Susceptible to storms
Limited use – no kitchen / no storage
No renovations
Inconsistent with future beach plans
Limited vendor interest
Limited life span
Limited return on investment
Susceptible to accelerated deterioration

B. Option 2: Repair/Renovation: (Community Development Director)

Definition: *Renovation to repaired building to include new kitchen, bathroom, & bar*

Timing: approx. 2 years

Cost: approx. \$670 - \$820K

(repair cost plus 50% of existing building value \$220K)

Pros

Same as Option 1
Food service

Cons

Additional costs and regulations
Renovations limited to 50% value
Limited vendor interest
Limited return of investment
Susceptible to storms/fire
No storage
Limited life span
Susceptible to accelerated deterioration

C. Option 3: Replace with New Construction (City Manager)

Define: *Construction of new beach casual restaurant and bar with entertainment venue.*

Timing = approx. 2 ½ years

Cost = TBD

Pros

New/ Sustainable/Safe
Increases tourism and interest in the City
Code compliant
Reduces risk of loss due to storms/fire
Reduces cost for maintenance
Improves FEMA and insurance ratings
“Design Build” opportunities
Increase interest from vendors and consumers
Public private partnership (P3) opportunities
Consistent with branding and beach plans
Provides new opportunity for event space/rental
Increases parking and rental revenues
Increases market for other beach businesses
Creates a vendor opportunity in a renovated grill building
Best opportunity for return of investment (ROI)

Cons

Increased costs and schedule
Increased parking demand
Additional site improvements

IV. Legal: (City Attorney)

January 2019 - City Commission directive to prepare RFP for Dania Beach Grill

Prepare RFP:

- a. repair/renovate option
- b. new construction option

V. Commission Discussion and Possible Action



Calc Engineering LLC
3901 NW 79 AVE UNIT 216
Doral FL 33166
Phone: 305-898-9995
masood@calceng.com

ENGINEERING INSPECTION OF DANIA BEACH GRILL AND PROVIDING REPAIR COST ESTIMATE

To: Mr. Marc C. LaFerrier
Community Development Director
City of Dania Beach
mlaferrier@daniabeachfl.gov
daniabeachfl.gov
100 W Dania Beach Blvd.
Dania Beach, FL 33004

May, 10th, 2019

Subject Property:
Dania Beach Grill
65 North Beach Road Dania Beach FL 33004 (Dania Beach Grill)

Background:

The subject property, Dania Beach Grill, located at 65 North Beach Road Dania Beach FL 33004, one-story building facing the water with a concrete structure in exterior walls and a combination of wood truss roof and a concrete roof, was visited on Friday, May 3rd, 2019. Calc Engineering (Calc) performed a visual inspection of the exterior walls, interior walls, roof structure, outside deck structures and all the mechanical, plumbing and electrical components of the buildings. The folio number of the building is 5042 36 00 0050, with 1907 square feet area sitting on 10663 square feet land.

The purpose of this visit was to report the main structural issues of this building, recommend for repair or replacement of main structural, plumbing, electrical and mechanical components of the building. Also, provide a cost estimate for all the damages to be repaired.

Visual observations were made of the above-described property and photographs were taken for review, some interior parts of the building which was covered by cooking equipment, and shelves were not accessible and was not inspected by Calc Engineering, Calc Engineering cannot say or evaluate those sections that were not visible.

Our recommendation in this letter is proper and applicable for the time of inspection, and not for the future. It is our purpose to provide information on the condition of the building on the day of the inspection, and not to provide discussions or recommendations concerning the future maintenance of the building.



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Doral FL 33166
Phone: 305-898-9995
masood@calceng.com

Findings

Electrical:

Entire electrical components of this building must be replaced as follows:

- Replace 400 Amps (3) phase electrical service
- Replace rusted out electrical meter can
- Replace (2) phase, 200 amps electrical service
- Replace Breaker main disconnect
- Replacement of 200 Amp Electrical Panel, 3 phase 42 spaces with 125 A,
- Replacement of 125 A subpanel
- Rewiring and Replace all electrical conduits
- Rewiring rooftop AC and kitchen appliance
- Rewiring entire building
- Replacement of all outlets and switches including all GFCI and 20A
- Install New Grounding System

Total Estimate of Electrical: \$39400

Mechanical:

Entire mechanical components of this building must be replaced as follows:

- Goodman commercial package 7.5 ton, 3 phase system
- Roof adaptor for package unit including installation and roof sealing
- Return and supply air duct systems , 50 feet of fiberglass materials included
- Providing Crane for moving the unit
- New AC System: \$40000
- New Kitchen Hood: \$45000

Plumbing:

Entire plumbing components of this building must be replaced as follows:

- Replacement of entire building water pipes



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- Replacement of whole building sanitary pipes
- Replacement of Water heater

Total Estimate of Plumbing: \$32800

Structural and Building

- All (3) exterior doors to be replaced (Figures 7 and 25)
- All (11) windows to be replaced (Figures 12, 15, 16)
- Entire Storage area which is made out of wood to be demolished and rebuilt out of the concrete structure (Figures 2, 3, 4, 5, 6, 36, and 40)
 - The new concrete wall to be built in the electrical room that panels are installed, that wall is made out of 2X6 wood studs, and all are damaged (Figures 7 and 25)
- All (3) interior doors to be replaced
- The wood wall around the woman bathroom to be replaced (Figure 21)
- Floor damages to be repaired (Figure 20)
- Painting of entire interior and exterior of the building
- New Flooring in the entire building (around 2000 square feet)
- Remodeling of all three bathrooms
- Concrete repair in walls and concrete T-beam in the electrical room (Figures 8, 9, 10, 11)
- Concrete repair in concrete walls in the kitchen area (Figures 12, 13, 14)
- All the countertops in the kitchen and outside bar to be replaced (Figure 15)
- Replacement of entire deck structures outside of the building (around 2000 square feet)
- Replacement of entire wood railings around the deck structure and by the stairs (about 233 linear feet)
 - Replacement of stair structures on the east and north side of the building
 - New stucco wall in entire outside of the building
 - Replacement of wood frame wall in the north side of the building with concrete wall
 - New door framing for interior and exterior doors

- Figure I shows the main exterior structural damages of the building, Number 1 to 7 in Figure I show the location of all exterior structural damages of the building.



Figure I

- Figure II

Figure II shows the structural crack and damages on the concrete beam and T-beam located at north east side of the building, major repair is required at this location

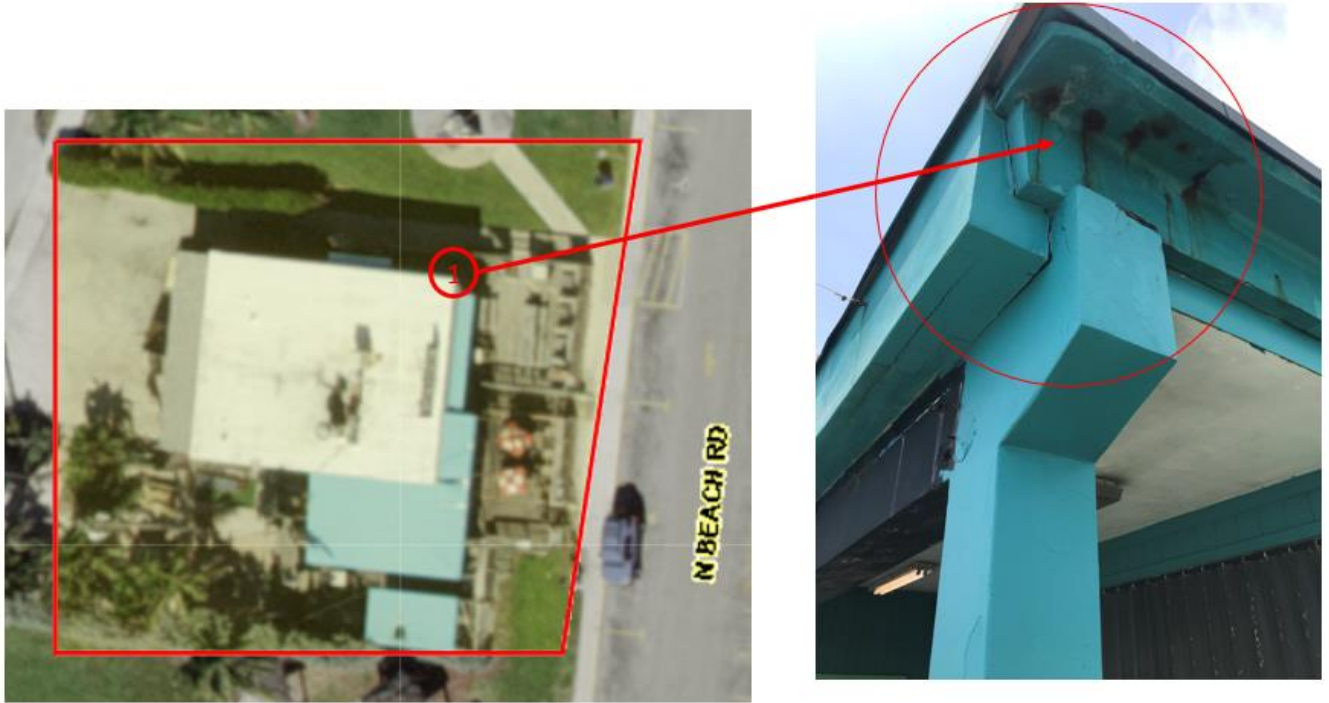


Figure II

- Figure III

Figure III shows the structural crack and damages on the overhang section of the roof, this crack is 35 feet long and required repair of all damaged rafters in this area and stucco layer replacement



Figure III

- Figure IV

Figure IV shows the structural crack concrete spalling on the main load bearing T-beam on the north side of the building that required major repair.



Figure IV

- Figure V

Figure V shows the structural crack and concrete spalling on the main load bearing concrete beam on the south east side of the building that required major repair. This crack is 14" long with $\frac{1}{4}$ " opening on the concrete beam.



Figure V

- Figures VI and VII

Figures VI and VII show the structural crack and concrete delamination on the concrete beam located at the south side of the building, length of this crack and delamination is 13 feet along the south side of the building that requires major structural repair.

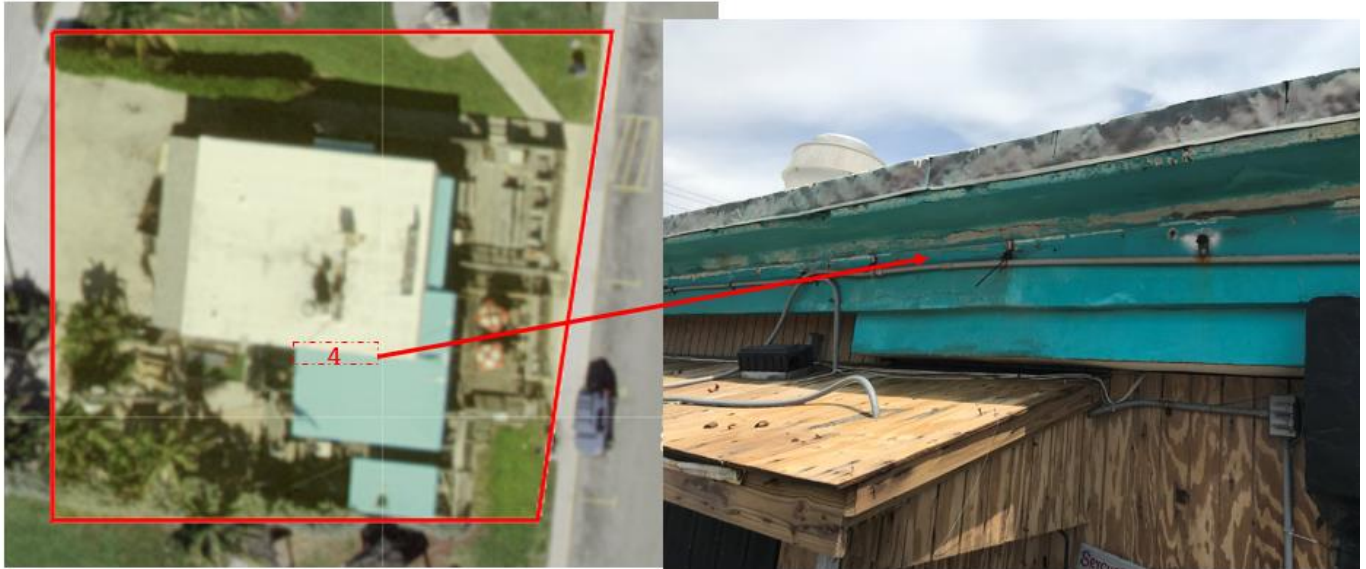


Figure VI



Figure VII

- Figure VIII

Figure VIII shows the structural crack and concrete spalling on the main load bearing concrete beam and T-beam on the south west side of the building that required major structural repair. Corner of this beam with size of 8"X12" needs structural repair.



Figure VIII

- Figure IX

Figure IX shows the structural crack and damages on the main load bearing concrete beam and T-beam on the north west side of the building that requires major structural repair.



Figure IX

- Figure X

Figure X shows the structural crack on the concrete slab located at north side of the building, there is sign of settlement on the concrete slab that requires major structural repair.



Figure X

- Figure XI

Figure XI shows the damages on the exterior wall of the storage area with flat roof located at the west side of the building. Entire storage area is made out of wood rafters and wood studs that needs major repair. This area is around 265 square feet that requires major repair.



Figure XI

Note: there is wood cover on the exterior concrete wall in the south side of the building, Calc engineering cannot evaluate the wall in that side because it is all covered by plywood/wood covers.

Total Estimate of Building and Structural damages: \$373000



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Conclusions and Recommendations:

The subject property, Dania Beach Grill, located at 65 North Beach Road Dania Beach FL 33004, one-story building facing the water with a concrete structure in exterior walls and the combination of wood truss roof and concrete roof, was visited for the second time on Friday, May 3rd, 2019. Calc Engineering (Calc) performed a visual inspection of the exterior walls, interior walls, roof structure, outside deck structures and outside awning structures of the buildings. The folio number of the building is 504236000050, with 1907 square feet area sitting on 10663 square feet land.

Here is a summary of the findings of this inspection:

- The existing structure is not structurally safe and requires major structural, electrical, mechanical, and plumbing repairs to comply the Florida Building Code and to be safe for the intend of use.
- Calc Engineering recommends removing and replacing all the wood fences and railings around the wooden deck structure outside of the building
- Calc Engineering recommends replacement of the entire wood deck structures around the building
- All the wood benches in front of the restaurant are not safely attached to the decking system and require replacement
- There are broken interior and exterior concrete walls, and broken and damaged concrete tie beams and concrete T-beams around the building that must be repaired
- All exterior and interior doors must be replaced
- All the windows around the building must be replaced
- Entire electrical services, electrical panels, conduits, grounding, and wiring of the entire building must be replaced
- New mechanical system, the ventilation system is required for the building
- Entire building requires a new fire protection system including a fire alarm system and new smoke detectors



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- Whole plumbing system including water and sanitary piping must be replaced

Summary of cost estimate:

Plumbing: \$32800

Electrical: \$39400

Mechanical: \$85000

Structural and Building: \$373000

Note: Cost estimate of fire protection system is not included in this expense summary.

Please let us know if you have any questions or require additional assistance.

Sincerely,

FL Professional Engineer

PE License Number: 82038

Site Visit Conducted By: Masood Hajali PE

Report Written By: Masood Hajali, PhD, PE



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Figure 1



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Figure 2



Figure 3



Figure 4



Figure 5



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Figure 6



Figure 7



Figure 8



Figure 9



Figure 10



Figure 11



Figure 12



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Figure 13



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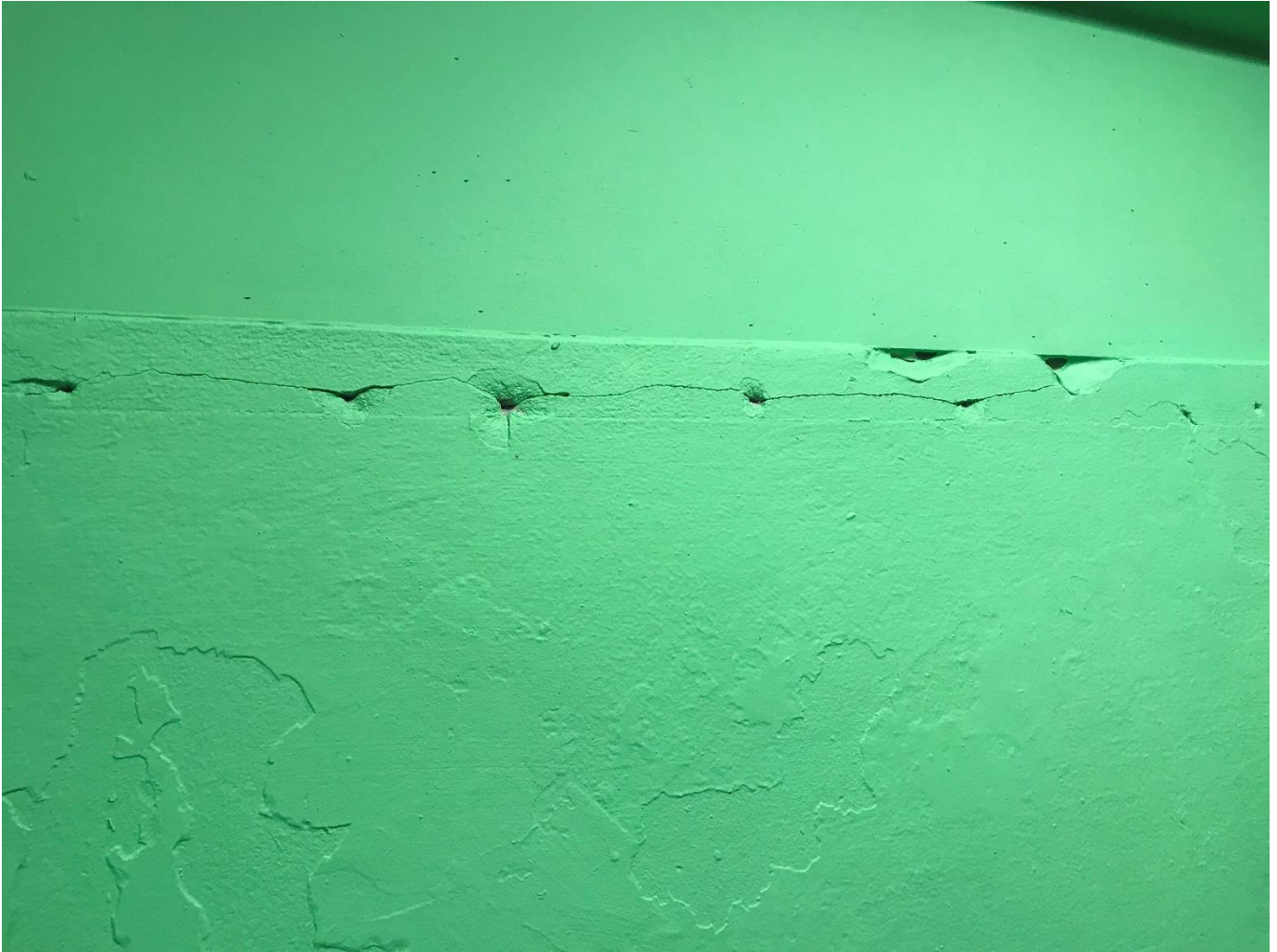


Figure 14



Figure 15



Figure 16



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Figure 17



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Figure 18



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Figure 19



Figure 20



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Figure 21



Figure 22

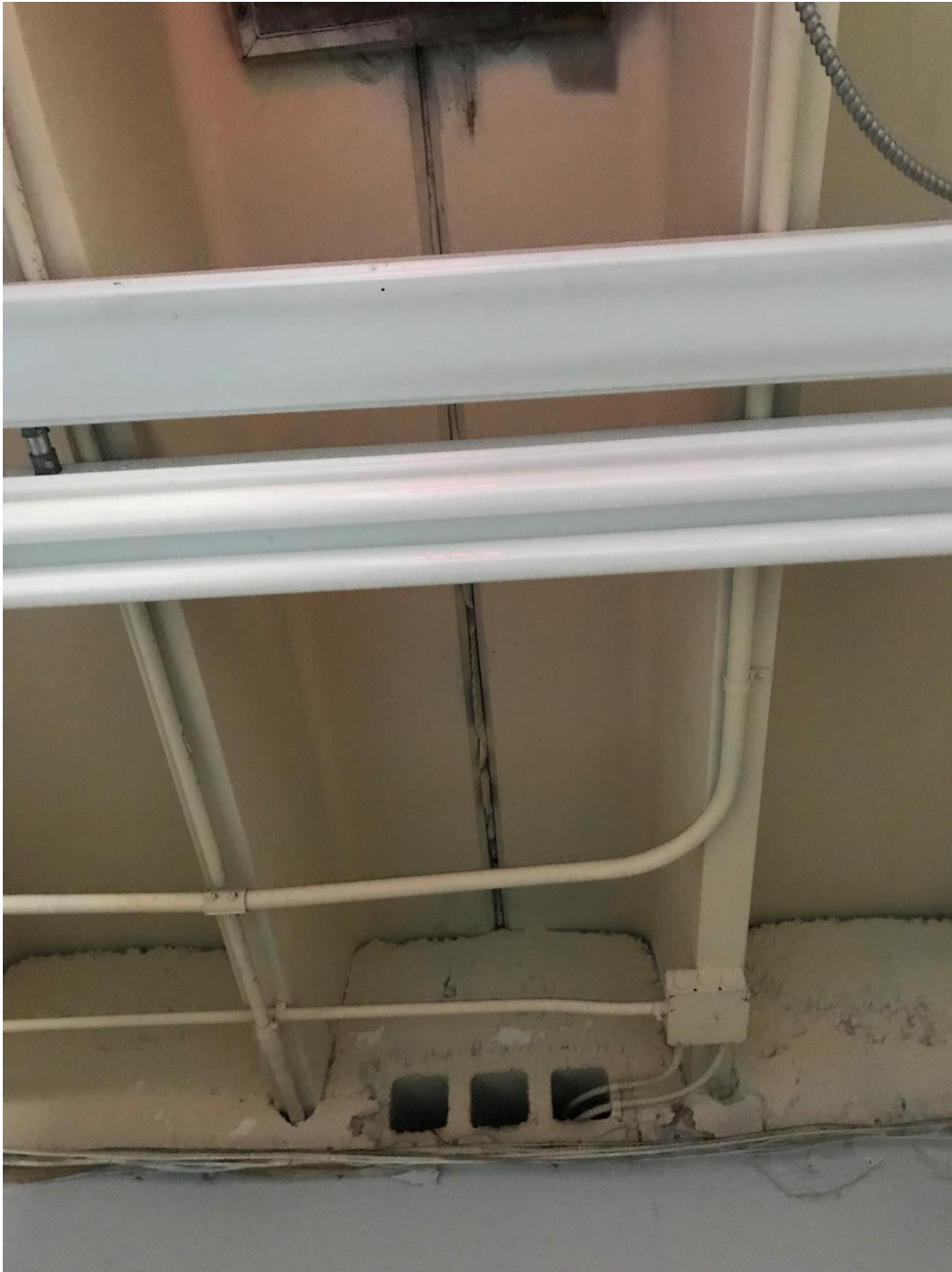


Figure 23



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Figure 24



Figure 25



Figure 26



Figure 27



Figure 28



Figure 29



Figure 30



Figure 31



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Figure 32



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Figure 33



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Figure 34



Figure 35



Figure 36



Figure 37



Figure 38



Figure 39



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Figure 40

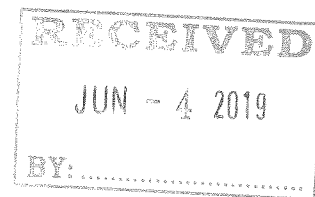
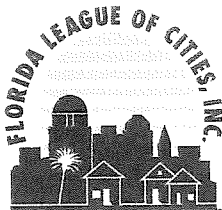
DANIA BEACH HOUSING AUTHORITY
MEMBERSHIP
Thursday, May 16, 2019

Name/Address Phone Number	Date Appointed	Term	Mayor Appointment
Rosalind Curry 235 NW 6 th Avenue Dania Beach, FL 33004 954-864-8216 (Cell) rosalind.curry1951@gmail.com	October 9, 2018	November 1, 2018 through October 31, 2022	James
A. Ivie Cure 209 NW 14 th Court Dania Beach, FL 33004 Iviecure44@gmail.com 954-927-0650 954-558-2775 (Cell)	April 10, 2018	June 1, 2015 through May 31, 2019	James
Bob Adams 330 SE 3 rd Terrace Dania Beach, FL 33004 954-925-3958 radams@bcpa.net bobaphoto@aol.com	May 14, 2019	June 1, 2019 through May 31, 2023	Lewellen
Bill Winkelholz 219 NE 2 nd Place Dania Beach, FL 33004 954-921-8757 954-258-0728	October 13, 2015	November 1, 2015 through October 31, 2019	Salvino
Gloria Black 802 NW 3 rd Street Dania Beach, FL 33004 954-920-7159 (H) 954-608-9305 (Cell) Gloriablack58@yahoo.com	September 27, 2016	November 1, 2016 through October 31, 2020	Salvino
Ruth White 143 NW 7 th Avenue Dania Beach , FL 33004 954-927-8611 strmbc@bellsouth.net	September 27, 2016	November 1, 2016 through October 31, 2020	Salvino

**DANIA BEACH HOUSING AUTHORITY
MEMBERSHIP**

Thursday, May 16, 2019

Tamora Brown 1125 W Dania Beach Boulevard Apt. C Dania Beach, FL 33004 305-300-6687 tamorabrown@gmail.com	1/23/2018	November 1, 2017 through October 31, 2021	James
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301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Key Official

FROM: Michael Sittig, Executive Director 

DATE: May 13, 2019

SUBJECT: 93rd Annual FLC Conference
VOTING DELEGATE INFORMATION
August 15-17, 2019 – World Center Marriott, Orlando

The Florida League of Cities' Annual Conference will be held at the World Center Marriot, Orlando, Florida on August 15-17. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2018.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Eryn Russell at the League (850) 701-3616. **Voting delegate forms must be received by the League no later than August 9, 2019.**

Attachments: Form Designating Voting Delegate

President **Leo E. Longworth**, Mayor, Bartow

First Vice President **Isaac Salver**, Councilman, Bay Harbor Islands • Second Vice President **Tony Ortiz**, Commissioner, Orlando

Executive Director **Michael Sittig** • General Counsel **Kraig Conn**

**93rd Annual Conference
Florida League of Cities, Inc.
August 15-17, 2019
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Eryn Russell at (850) 222-3806 or email erussell@flcities.com

Important Dates

May 2019

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Legislative Committee and Resolutions Committee

June 2019

Appointment of Legislative Committee and Resolutions Committee Members

July 10th

Deadline for Submitting Resolutions to the League office

August 15th

Legislative Policy Committee Meetings
Voting Delegates Registration

August 16th

Legislative Committee and Resolutions Committee Meetings

August 17th

Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session

PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Thursday, May 16, 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
		November 2018 through November 2020	Lewellen
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
A. Ivie Cure 209 NW 14 th Court Dania Beach, FL 33004 954-927-0650 954-558-2775 (Cell)	February 26, 2019	November 2018 through November 2020	James
Sheila McCray 46 NW 14 th Court Dania Beach, FL 33004 786-422-3707 sheilamac@sofftekk.com	May 14, 2019	November 2018 through November 2020	Harris

**PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Thursday, May 16, 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, 2019	November 2018 through November 2020	Harris
Jimmie Peterman 717 SW 4 th Terrace Dania Beach, FL 33004 954-925-2417 & 954-534-1771 jimmiepeterman@comcast.net	January 22, 2019	November 2018 through November 2020	Brandimarte
Richard "Rich" Aube 675 SE 2 nd Avenue Dania Beach, FL 33004 954-922-9411 954-336-5110 (Cell) raube@forliferealty.com	February 12, 2019	November 2018 through November 2020	Brandimarte
Sharon Migicovsky 905 Natures Cove Road Dania Beach, FL 33004 954-394-3208 Misacb@aol.com	May 14, 2019	November 2018 through November 2020	Odman
Samantha Angelos 43 SW 12th Street Dania Beach, FL 33004 954-551-3646 scangelos@hotmail.com	March 12, 2019	November 2018 through November 2020	Odman



City of Dania Beach City Manager's Office

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: June 11, 2019

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

From:  Ana M. Garcia, ICMA-CM, City Manager

Subject: Manager's Report

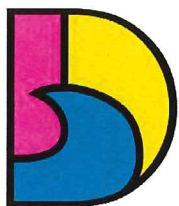
We continue to focus on key areas: safety and security, budgeting, expenditures and addressing revenue opportunities and seeking outstanding monies for our City. Additionally, we are in full proactive hurricane preparedness mode from assembling our Dania Beach Emergency Response team to ensuring all equipment, tools, sand bags, etc. are procured. Not being prepared, and being reactive is not in the best interest of our City, not fiscally responsible, and certainly not aligned with best practices. The City Team will be ready before, during and after any storm as will all our partners from debris removal to FEMA monitoring. Some of these initiatives you will have addressed at the **June 11th** meeting. After several weeks of contract assessment and planning with our legal team and department directors, we are ready for Hurricane Season 2019.

Proactive measures have been taken to increase the security at City Hall prior to what occurred in Virginia and we continue to address this key area of importance. Our armed security guard has an increased role ensuring visitors stop at our control desk, and we capture visitor/resident information that assists us in our efforts to augment our CodeRed roster, to ensure lobbyists are registered and have paid their fee, and to track the impact of visitors to the needs of the departments and ensuring we are meeting service demands. Last week, I visited the Dania Pointe Construction site with a main focus on visiting the site of our proposed police substation and continue the dialogue of a substation for Fire Rescue. On **June 6th**, I attended a meeting on site at Dania Pointe to discuss proposed plan for Fire Rescue, will report the progress on this endeavor as information comes forth. The process to bring on our Dania Beach District Chief has commenced and I have been in communication with Fire Chief Fernandez and Chief Holness regarding possible candidates and the interview process. We look forward to presenting our new District Chief in the very near future. Our new District Chief will play a key role in proactive measures to address safety, identify funding sources and partnerships and certainly work with me and our team on budget and any and all areas dealing with fire safety and service delivery.

July 23rd is a key date as we come to Commission to set the millage rate. We continue to fine tune the proposed fiscal year 2020 budget as well as our Capital Improvements Project budget. We are proposing a budget workshop to be scheduled for the end of August. We will reach out to you for your availability. There will be two budget hearings in September, first hearing will be **September the 12th**, a Thursday, and the second budget hearing will be **September 23rd, or the 25th**. We have a commission meeting scheduled for the **24th** but we cannot hold the budget hearing that date, so we propose if you are amenable, that we change the regular scheduled commission meeting to the **23rd, a Monday, or the 25th, a Wednesday**; otherwise you will have 4 meetings in September. We are reviewing all contracts and vendors looking to save monies and generate more revenues in areas such as parking, bus benches, and insurance. Since our visit to Tallahassee and our meeting with the office of the Florida Division of Emergency Management, we have received **\$127k** reimbursement to our City. Our ongoing dialogue and relationship with the Team at Emergency Management will be beneficial as we seek to recover the outstanding monies owed to our City from Hurricane Irma.

Summer Camp began Monday **June 10th** at both Frost Park and CW Thomas Park. As I continue to take proactive measures regarding safety, I have asked for our City pools to be thoroughly assed. Frost Park registration is full, yet we still have spots available at CW Thomas. At PJ Meli Park, we have the Swim Central Program. We have also activated our Junior Lifeguard Program, where local youths are trained to be future lifeguards. This Summer we will serve more than **500** area youths at all our Park facilities per week! At the **July 23rd** Commission meeting, we will bring forward the fine-tuned presentation of the Parks Master Plan. Thank you for all your comments and your dedication to this endeavor, a first for our City. Our Parks Director has received the 3 quotes for the refurbishing and painting of our lifeguard stands and that project will be ready to commence within the next two weeks. Additionally, we have received our two vans for Parks and Recreation; the vans will help us year-round as we continue to enhance all our City programs, and look to address additional needs for new programing at our Parks.

Attached please find two key memos addressing Business Tax Receipts and our City Cemeteries. All City departments are fully engaged and working together making Dania Beach a safer and more beautiful City where we deliver excellence in all areas of Municipal services and we do it in a fiscally responsible manner, while being responsive to the needs of all our citizens.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM**

TO: Ana M. Garcia, City Manager, ICMA-CM

FROM: Nicki Satterfield, Finance Director

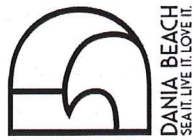
DFA-19-029

DATE: June 2, 2019

SUBJECT: Monthly Business Tax Licensing

Manager,

Per your request attached hereto is the Monthly Business Tax Receipt report reflecting new businesses.



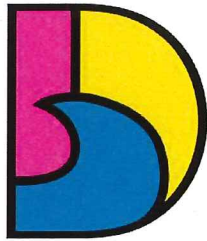
Business Listing Report

Business Start Date 05/01/19 - 05/31/19

Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
1 CORNERSTONE BUILDING SOLUTIONS	1 CORNERSTONE BUILDING SOLUTIONS	49 SW 14 ST REAR, Dania Beach, FL 33004	(786) 226-7250		05/30/2019	
BELTEMPO USA LLC	BELTEMPO USA LLC	1855 GRIFFIN RD STE C-358, DANIA BEACH, FL 33004	(954) 681-4663		05/02/2019	
BHNV INVESTMENTS LLC	BHNV INVESTMENTS LLC	129 NW 4 AVE, Dania Beach, FL 33004	(786) 451-1187		05/21/2019	
BLIM MANAGEMENT LLC	BLIM MANAGEMENT LLC	500 NE 2 ST 326, DANIA BEACH, FL 33004	(754) 304-4699		05/16/2019	
CJ RESTORATIONS	TREY LOKEY INC	1412 NW 9 ST, Dania Beach, FL 33004	(954) 951-5000		05/16/2019	
COLLEEN & JONATHAN COLPANI	COLLEEN & JONATHAN COLPANI	2275 SW 44 ST, Dania Beach, FL 33312	(954) 593-5165		05/21/2019	
DRUSKIN INVESTMENTS LLC	DRUSKIN INVESTMENTS LLC	2543 SW 58 MNR, DANIA BEACH, FL 33312	(954) 560-9724		05/13/2019	
DRUSKIN INVESTMENTS LLC	DRUSKIN INVESTMENTS LLC	5427 SW 24 AVE, Dania Beach, FL 33313			05/13/2019	
EDGAR GARCIA & BILL COLLINS	EDGAR GARCIA & BILL COLLINS	2717 SW 46 ST, DANIA BEACH, FL 33312	(954) 873-8942		05/08/2019	
EXTRA BIT INDUSTRIES INC	EXTRA BIT INDUSTRIES INC	175 SW 20 WAY N-7, DANIA BEACH, FL 33004	(954) 929-3909		05/13/2019	
FISK ELECTRIC COMPANY	FISK ELECTRIC COMPANY	5201 RAVENSWOOD RD STE 119, DANIA BEACH, FL 33312	(305) 884-5311		05/30/2019	
FLOWHOUSE BRAZILIAN JIU JITSU LLC	FLOWHOUSE BRAZILIAN JIU JITSU LLC	390 E DANIA BEACH BLVD, Dania Beach, FL 33004	(305) 967-2965		05/17/2019	
GF SUPERFOODS LLC	GF SUPERFOODS LLC	38 S FEDERAL HWY 7, DANIA BEACH, FL 33004	(954) 990-9986		05/14/2019	
GRIFFIN FOOD STORE	GRIFFIN FOOD STORE	2931 GRIFFIN RD, DANIA BEACH, FL 33312	(941) 467-6607		05/16/2019	
HULL & COMPANY LLC	HULL & COMPANY LLC	1815 GRIFFIN RD 300, Dania Beach, FL 33004	(954) 903-4920		05/23/2019	
INTELEPEER CLOUD COMMUNICATIONS LLC	INTELEPEER CLOUD COMMUNICATIONS LLC	1855 GRIFFIN RD STE A-200 BLDG A, DANIA BEACH, FL 33004	(650) 525-9200		05/22/2019	
K WAREHOUSE LLC	K WAREHOUSE LLC	3421 SW 24 AVE, Dania Beach, FL 33312	(954) 439-1161		05/08/2019	
THE PILYAVSKY FAMILY IRREVOCABLE TRUST	THE PILYAVSKY FAMILY IRREVOCABLE TRUST	210 SE 4 ST, Dania Beach, FL 33004	(347) 203-7686		05/08/2019	
UNITED ROUTES LLC	UNITED ROUTES LLC	35 SW 12 AVE STE 102, DANIA BEACH, FL 33004	(786) 991-2925		05/02/2019	
VALERIE GALSKY	VALERIE GALSKY	529 NE 2 PL, Dania Beach, FL 33004	(954) 411-4210		05/30/2019	
WATERFRONT WALL FINISHES	WATERFRONT WALL FINISHES	247 SW 5 ST, Dania Beach, FL 33004	(954) 589-5853		05/02/2019	

Businesses 21



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: June 6, 2019

TO: Ana M. Garcia, City Manager, ICMA-CM

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Carl Kallicharan, Acting Public Services Director

RE: Cemetery Daily Operation Hours Change Request

In 2017, I was instructed by the former Public Services Director, to leave the Cemetery gates open at all times due to complaints to the City that Cemetery patrons could not visit their loved one's grave site during prior Cemetery operational hours, Sunday-Monday, 8am – 6:00pm.

Since hours of operations changed to leave the Cemetery gates open at all times, Public Services are experiencing the following complaints:

- Theft of City water at our filling station on site
- Evidence of sexual activities
- Homeless people sleeping on the floors of the mausoleums.

Therefore, I am requesting that Cemetery gates be open on **Sunday-Monday, at 8am and close at 6:00pm** on short daylight hours and 7:00pm on long daylight hours. On special holidays during daylight savings time such as Mother's Day, Father's Day and Memorial Day the Cemetery gates will stay open until 8pm.

Please note temporary signs for the new scheduled hours of operation will be posted for one month to notify the public of operation changes.

Public Services landscaping staff will open gates daily at 8am and Beach Custodians will close gates accordingly.

Approval:

Tom Ansbro, City Attorney

Ana M. Garcia, City Manager, ICMA-CM