

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, JULY 30, 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. Swearing-in of BSO Captain Sergio Pellecer as Dania Beach District Fire Chief
2. Presentation of Certificates of Acknowledgment to the Parks, Recreation, and Community Affairs Advisory Board members for their service to the community and Board

Parks and Recreation Department Most Valuable Employee (MVE) Presentations

3. City Manager commendation to Lifeguard Kristen McLaren
4. Special Event request from Ragnar Events, LLC for the Ragnar Florida Sprint 2020 Relay Race to be held on February 29, 2020 from 4:00 a.m. - 12:00 p.m., with an exchange point located at Frost Park, 300 NE 2nd Street
5. Update on City's 115th Birthday - Mayor Lewellen
6. Parks and Recreation Citywide Master Plan Presentation
7. Acknowledgement of Chamber/Atrium refurbishment - Vice-Mayor Odman

4. PROCLAMATIONS

1. Parks and Recreation Month - Eric Brown, Parks & Recreation Director

5. CITIZEN COMMENTS

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

6. PUBLIC SAFETY REPORTS

7. CONSENT AGENDA

1. Minutes:

Approve Minutes of June 25, 2019 City Commission Meeting

2. Travel Requests: None
3. RESOLUTION NO. 2019-070

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY TO EXECUTE AN AGREEMENT WITH THE ROYAL AUCTION GROUP INC, FOR AUCTIONEER SERVICES, UTILIZING THE CITY OF FORT LAUDERDALE REQUEST FOR PROPOSAL ("RFP") NO. 875-12011 AND TO DECLARE CERTAIN VEHICLES SURPLUS THAT ARE OF NO FURTHER USE TO THE CITY; DECLARING THE INTENT OF THE CITY TO DISPOSE OF SAME; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2019-071

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 SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE PURCHASING GROUP CONTRACT, FOR SULFURIC ACID WITH THE SULPHURIC ACID TRADING COMPANY, INC. VALID THROUGH MAY 31, 2022, 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.

5. RESOLUTION NO. 2019-072

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE SECOND RENEWAL OF AN EXISTING AGREEMENT FOR AN ADDITIONAL TWO (2) YEAR PERIOD WITH U.S. WATER SERVICES CORPORATION RELATING TO THE CITY'S METER READING CONTRACT, WHICH WILL EXCEED AN ANNUAL SINGLE VENDOR AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), WITH PURCHASE COSTS BEING LIMITED TO AND PAID FROM APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. RESOLUTION NO. 2019-073

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE TWO COMMUNITY AESTHETIC FEATURE AGREEMENTS (CAFA) IN SUBSTANTIALLY THE SAME FORM AS ATTACHED AS EXHIBITS "A" AND "B" WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PENDING LEGAL REVIEW BETWEEN FDOT AND THE CITY OF DANIA BEACH FOR THE SIGNS AND PUBLIC ART THAT ARE LOCATED IN AN FDOT RIGHT-OF-WAY WITHIN THE JURISDICTIONAL BOUNDARIES OF THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7. RESOLUTION NO. 2019-074

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE RELEASE OF ADDITIONAL CODE ENFORCEMENT LIENS AND OTHER CITY LIENS FOR FOUR (4) PARCELS OF THE TEN (10) PARCELS CONVEYED BY THE CITY TO THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") FOR THE PURPOSE OF HOUSING AND OTHER 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.

8. RESOLUTION NO. 2019-075

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE APPROPRIATION AND USE OF LAW ENFORCEMENT TRUST FUNDS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY TWO THOUSAND FIFTY DOLLARS (\$142,050.00) FOR

PUBLIC SAFETY EQUIPMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR FUNDING, FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

9. RESOLUTION NO. 2019-076

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH THE DANIA ENTERTAINMENT CENTER, LLC (“DEC”), FOR THE USE OF A PORTION OF THE DANIA BEACH CASINO PARKING LOT LOCATED AT 301 E. DANIA BEACH BOULEVARD AS A POST-STORM STAGING AREA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

10. RESOLUTION NO. 2019-077

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING A COMPLETE COUNT ADVISORY COMMITTEE (“CCAC”) FOR THE 2020 DECENNIAL CENSUS; SPECIFYING POWERS AND DUTIES OF THE CCAC; ESTABLISHING THE NUMBER OF MEMBERS OF THE CCAC; ESTABLISHING QUALIFICATIONS OF MEMBERS OF THE CCAC; PROVIDING FOR AUTOMATIC TERMINATION OF THE CCAC; PROVIDING FOR SERVICE WITHOUT COMPENSATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

11. RESOLUTION NO. 2019-078

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS, FOR SURVEILLANCE SYSTEM CAMERA MAINTENANCE AND REPAIRS PURCHASED FROM AMC SURVEILLANCE CAMERA & ELECTRONICS, INC. FOR FISCAL YEAR 2018-2019, ENDING SEPTEMBER 30, 2019, INCLUSIVE OF EXISTING PURCHASES AND POTENTIAL FUTURE REPAIRS THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) FOR A CURRENT AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS (\$40,000.00); PROCEEDING WITHOUT COMPETITIVE BIDDING AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS’ APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

12. RESOLUTION NO. 2019-079

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN

EXTENSION OF THE AGREEMENT EXISTING BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND BERMELLO, AJAMIL & PARTNERS, INC., A FLORIDA CORPORATION, FOR PREPARATION OF A PARKS AND RECREATION TEN YEAR MASTER PLAN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY THREE THOUSAND FIFTY DOLLARS (\$193,050.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

13. RESOLUTION NO. 2019-080

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO UTILIZE THE PRICING UNDER THE CITY OF TAMARAC REQUEST FOR PROPOSAL (“RFP”) NO. 19-23R TO PROVIDE SCHOOL CROSSING GUARD STAFFING SERVICES WITH WATERFIELD FLORIDA STAFFING, LLC, D/B/A ACTION LABOR OF FLORIDA, LLC, FOR A PERIOD OF TWO (2) YEARS, COMMENCING SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2021 WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

14. RESOLUTION NO. 2019-081

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE FINAL VERSION OF THE DANIA BEACH PARKS AND RECREATION CITYWIDE MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

15. RESOLUTION NO. 2019-082

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RECLASSIFICATION OF THE PUBLIC SERVICES DEPARTMENT PROJECT ASSOCIATE ENGINEER TO A CAPITAL IMPROVEMENTS PROJECTS (“CIP”) AND GRANTS ADMINISTRATOR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2019-083

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDED A BID RELATED TO INVITATION TO BID (ITB NO. 19-004) TO SAGARIS CORPORATION FOR MULTIMODAL ENHANCEMENTS IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED FIFTY NINE THOUSAND ONE HUNDRED NINETY NINE DOLLARS AND FORTY CENTS (\$459,199.40); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE

DATE.

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2019-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, “OFFENSES-MISCELLANEOUS,” OF THE CITY’S CODE OF ORDINANCES BY REPEALING ARTICLE IV, “NOISE” AND REPLACING WITH A NEW ARTICLE IV, “NOISE” TO PROVIDE TERMINOLOGY, PROHIBIT CERTAIN NOISES, EXEMPT CERTAIN NOISES, LIMIT THE UNREASONABLE AND EXCESSIVE LEVELS OF NOISES AND PLAINLY AUDIBLE NOISES IN CERTAIN CIRCUMSTANCES, PROVIDE TEMPORARY NOISE PERMITS; PROVIDE ENFORCEMENT STANDARDS, PENALTIES, AND REMEDIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

2. ORDINANCE NO. 2019-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE DEVELOPMENT OF REGIONAL IMPACT ABANDONMENT REQUEST (OT-85-18) SUBMITTED BY JOHN D. VOIGT, ESQ. ON BEHALF OF THE DESIGN CENTER OF THE AMERICAS FOR PROPERTY LOCATED AT 1855 GRIFFIN ROAD, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Continued from June 25, 2019)*

3. RESOLUTION NO. 2019-084

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-08-13MOD) REQUEST AND VARIANCE (VA-80-19) REQUEST SUBMITTED BY CHEN MOORE AND ASSOCIATES, INC., ON BEHALF OF THE PROPERTY OWNER, BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, FOR PROPERTY LOCATED AT 4980 SW 40TH AVENUE, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

10. DISCUSSION AND POSSIBLE ACTION

1. RESOLUTION NO. 2019-085 - Requested by Commissioner James

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING A CITY CONTRACTS POLICY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

2. Expansion of plastic straw ban - Vice-Mayor Odman
3. Wellness Program - Commissioner James
4. Youth Advisory Board - Commissioner James
5. Beach vendors - Commissioner James
6. Local Association meetings - Commissioner James
7. Commission access to City Clerk's G Drive - City Manager Garcia

11. COMMISSION COMMENTS

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

12. APPOINTMENTS

13. ADMINISTRATIVE REPORTS

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

Tuesday, August 27, 2019 - 5:30 p.m.

Tuesday, August 27, 2019 - 7:00 p.m.

Wednesday, August 28, 2019 - 10:00 a.m.

CRA Board Meeting

City Commission Meeting

Commission Budget Workshop

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 Ragnar Events, LLC for the Ragnar Florida Sprint 2020 Relay Race to be held on February 29, 2020 from 4:00 a.m. - 12:00 p.m., with an exchange point located at Frost Park, 300 NE 2nd Street

Purchasing Requests ONLY

Dept:

Acct #:

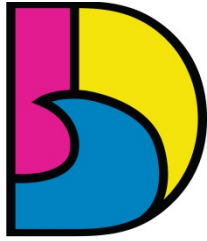
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to Commission - Ragnar Relay 2020, Special Events Application - 2020 Ragnar Florida Sprint Race and Site Plan



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

Date: July 30, 2019

To: Honorable Mayor and Commissioners

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

By: Eric Brown, Parks and Recreation Director

RE: Special Events Application Request for February 29, 2020
Ragnar Florida Sprint Relay 2020

REQUEST

A Special Event is requested by Lambert Budzinski on behalf of Ragnar Events, LLC. for Saturday, February 29, 2020 from 4:00 a.m. to 12:00 p.m. The requested event will begin at Harbour Isles of Fort Lauderdale and conclude at Frost Park located at 300 N.E. 2nd Street, Dania Beach, FL 33004.

BACKGROUND

This is a 60 mile relay race from Fort Lauderdale to Virginia Key. Teams of three (3) or six (6) will run the course relay style while visiting twelve (12) exchange points along their journey to the finish line.

BUDGETARY IMPACT

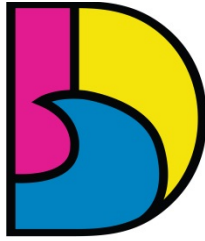
The special events application fee for this event is \$150.00.

RECOMMENDATION

Applicant will pay for necessary services recommended below.

It is recommended that the City Commission Approve the Special Events Application request in whole with compliance of the conditions noted below:

Staff	Comments/Conditions	
BSO Fire Dept. – Fire Prevention Officer Braun	No concerns raised.	
BSO Police Dept. - Lt. Stallings	5 special detail deputies will be provided for this event.	
Code Enforcement - Eric Walton	No concerns raised.	



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

Community Dev. – Jack Fisher	No comment.	
Community Dev. - Corinne Lajoie	No concerns raised.	
City Attorney - Tom Ansbro	No concerns raised.	
HR/Risk Mgmt. – Paula Morrell and Brenda Caseneuve	No concerns raised.	
Parks & Recreation – Eric Brown	No concerns raised.	
Public Services	No special trash service needs? No trash services will be needed. Will there be drink stations along the race route? If so, who is picking up the cups? Applicant staff and volunteers handle all of the removal of garbage and recycling. These items are then taken to garbage and recycling containers at the applicant's finish line in Miami. There are also no water or aid stations within Dania Beach. Also, in an effort to be more sustainable the event is completely cupless.	



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:

Ragnar Florida Sprint 2020

*Brief Description of the Event:

60 mile relay race from Fort Lauderdale to Virginia Key. Teams of 3 or 6 will run the course relay style while visiting 12 exchange points along their journey to the finish line.

Address/Location of Event: Exchange point located at Frost Park - Dania Beach route specific map attached.

Event Coordinator: Lambert Budzinski

Telephone #1: 513-543-8405

E-mail Address: Lambert@ragnarrelay.com

Telephone #2: Same

Fax: 801-499-5023

Additional Contact Person for the Event: Carson Comeau

Telephone #1: 435-640-0521

E-mail Address: Carson@ragnarrelay.com

Telephone #2: Same

Fax: 801-499-5023

Organization or Sponsor of Event: Ragnar Events, LLC

Address: 12 South 400 West, 2nd Floor

City, State, Zip Code: Salt Lake City, UT 84101

Telephone: 801-499-5024

Fax: 801-499-5023

Cell: 513-543-8405

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

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

Ragnar Events, LLC

Date of Incorporation: 07/16/2010

State of Incorporation: UT

Federal ID #: 90-0295737

Authorizing Official for the Organization: David Kunz

Telephone #1: 801-471-7165

E-mail Address: David@ragnarrelay.com

Telephone #2: _____

Authorizing Official for the Organization: Darren Otley

Telephone #1: 801-916-8339E-mail Address: Darren@ragnarrelay.com

Telephone #2: _____

*Property Owner: N/A***Please Note – A letter of Consent is required from the property owner for the approval of this application.**Is the letter attached? ☐ Yes ☐ NoWill any portion of this event take place on Public or City Property? ☒ Yes ☐ NoWill there be a charge for admission? ☐ Yes ☐ No If yes, how much? \$100 per runner charged at registrationHas this event been held in the past? ☒ Yes ☐ NoIf so, Indicate the city location of last event: February 9th, 2019 - Frost Park, same course mapIs the event to take place: ☐ Indoors ☒ Outdoors ☐ BothNumber of Expected Daily Attendants: 200 max (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
Event - Saturday	February 29th, 2020	6:00am	11:00am	5 hours
Begin Set-Up: Saturday	February 29th, 2020	5:00am	6:00am	1 hour
Break-down: Saturday	February 29th, 2020	11:00am	12:00pm	1 hour

Anticipated Date and Time to Begin Set-Up: 2/29/2020 4:00amAnticipated Date and Time for Completion of Break-Down: 2/29/2020 12:00pm*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 ☒ NoPlease identify the street name(s) and/or locations for closure requests: N/A

N/A

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

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

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

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

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

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

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

*Will electricity be required for this event?

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

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

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

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

Please indicate the type (Band, DJ, Live Performers, etc.): 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: N/A

***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? 8 ☐ 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: Police needs deemed necessary by Lt. Darryl Stallings

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

Ragnar Relay partners with various non-profit groups and organizations along the 60 mile course
Ragnar Race to include Exchange point located at Frost Park.

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:

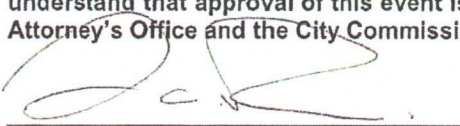
Rescue Truck - \$32.00 per hour

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

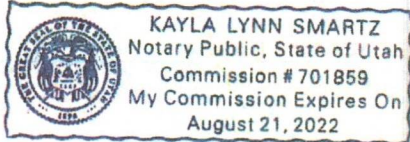
Senior Race Director
Title

Lambert Budzinski
Print name of Applicant

5/21/2019
Date

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on May 21, 2002019
by Lambert Budzinski, who is personally known to me, or, if not, such person produced the
following form of identification: Known.

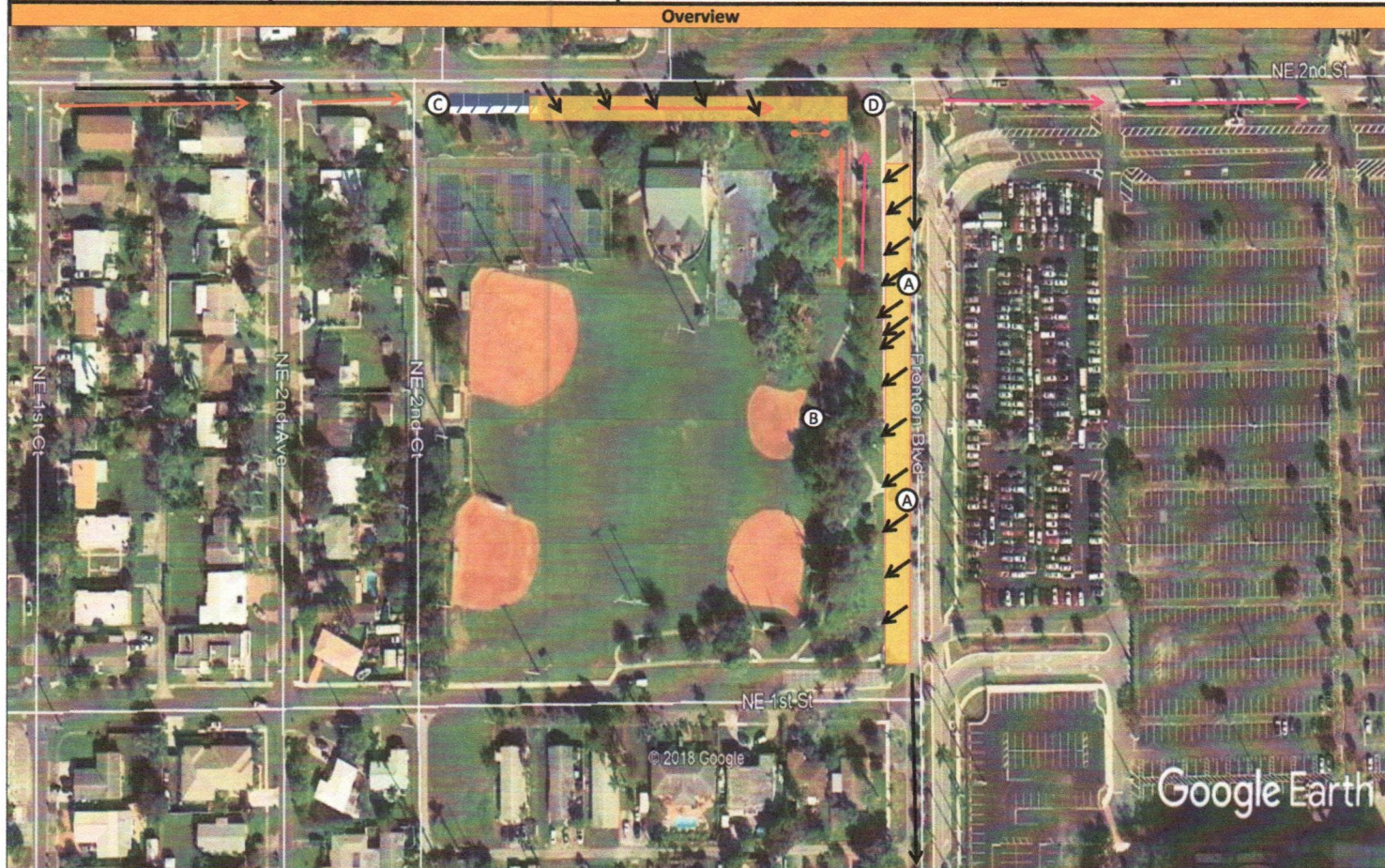


NOTARY PUBLIC

My Commission expires: 8/21/22

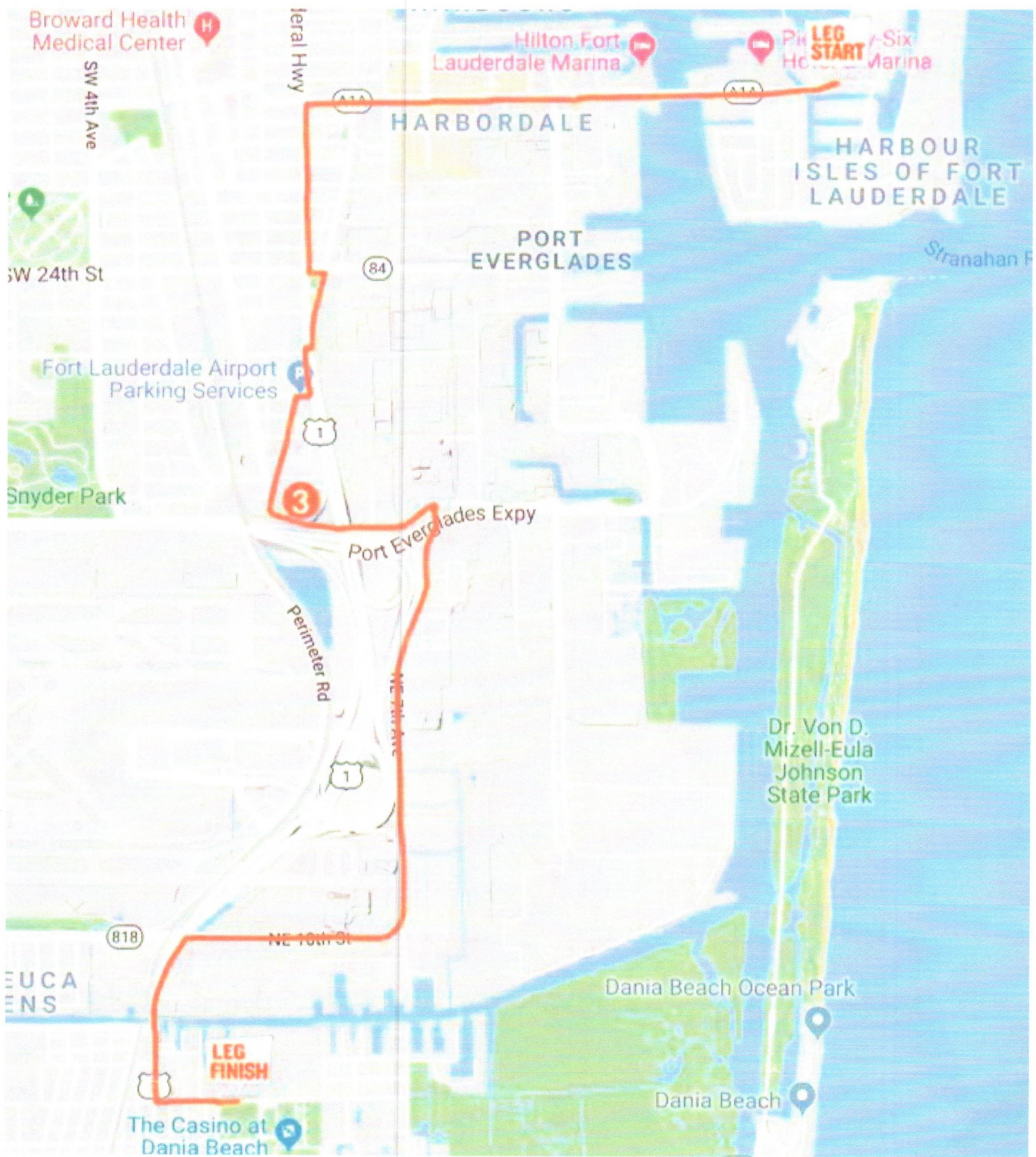
My Commission number: 701859

Exchange 3	Frost Park	Location: 26.081987, -80.138063 300 NE 2nd St. Dania Beach, FL 33004	Ragnar Contact: Lambert Budzinski 513-543-8405
Max Parking Space	100	Volunteer Shift Time	Key:
Peak Parking Needs	73	Shift Start End	Chute
Peak Time	8:10am	Shift 1 5:00AM 12:00PM	Cones & Tape
			Van Path
			Incoming Runner Path
			Toilets
			Parking
			Volunteer
			Outgoing Runner Path



Volunteer Duties	
CHUTE PLACEMENT	4 cone chute placed in the grass. Be sure to pull the chute away from the parking lot.
PARKING INSTRUCTIONS	All angle parking surrounding the park is available for participants
TRAFFIC CONCERNS	None
VAN/RUNNER FLOW	The outgoing runners will cross the van path. Hold runners as needed to allow for traffic flow
PORT-A-POTTIE PLACEMENT	Placed in the west side of the parking lot along NE 2nd St. with the doors facing the sidewalk
PRIVATE PROPERTY CONCERNS	None
OTHER DETAIL NOTES	

Volunteer Duties		
A	Manage parking flow, when slow, manage toilets & clean up exchange	2
B	Manage Chute, cross team off team list	1
C	Radioing incoming runner to volunteer at chute, stand near the cattle guard and make sure runners are careful crossing it as well.	1
D	Assist outgoing runners across the intersection	1





Dr. Von D.
Mizell-Eula
Johnson
State Park

LEG
FINISH

Stranahan River

Dania

Dania Beach

Frank C. "Tootie"
Adler Park

4

Dania
Town Canal

Hwy ATA

E Dania Beach Blvd

The Casino at
Dania Beach

Frost Park

Danians

SE 3rd Ave
St S

LEG
START

NE 2nd Ct
NE 3rd Ave

NE 2nd Pl
NE 3rd St

NE 5th Ave

NE 7th Ave

NE 10th St

Taylor Ln

McIntosh Rd

SE 42nd St

SE 64th St

Perimeter Rd
Terminal Dr

CELL PHONE WADING AREA



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

PROCLAMATION

WHEREAS, public parks, recreation activities, and leisure experiences provide opportunities for young people to live, grow and develop into contributing members of society, and create lifelines and continue life experiences for older members of the community; and

WHEREAS, we recognize that quality of life “starts in parks” and the three pillars of the value of parks and recreation are coaching, connecting and community; and

WHEREAS, as we recognize July as Parks and Recreation Month, we also recognize the vital contributions of employees and volunteers in public parks and recreation facilities who keep public parks clean and safe for visitors, organize youth and senior activities, provide health and fitness activities, offer learn-to-swim programs, plan special events, present cultural arts programs, provide social services, organize youth sports leagues and advocate for more open space and better bikeways and trails; and

WHEREAS, the City of Dania Beach Parks and Recreation Department is pleased and proud to offer programs and services that enhance the quality of life for residents of our great City; and

WHEREAS, during the month of July 2019, Dania Beach Parks and Recreation will present special activities to celebrate Parks and Recreation Month and we invite our residents to visit one of our facilities and take part in these activities;

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

PARKS AND RECREATION MONTH

in the City of Dania Beach, in fitting recognition of the parks and recreation programs available in our community and the benefits they offer.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JUNE 25, 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 City Manager commendation to Public Services employees:

Willie Spencer
Carl Kallicharan
Antoine Johnson

City Manager Garcia complimented each of the employees, and presented certificates of commendation to them in recognition of their outstanding contributions and service to the employees and citizens of Dania Beach.

3.2 Update on Breast Cancer Awareness Month event - Bobbie H. Grace

Ms. Grace, 110 NW 8th Avenue, noted this year they partnered with the Dania Beach Casino for an event to be held on October 13th. She requested they be allowed to use the City logo and that the City make a donation of \$5,000.00.

3.3 2019 Comprehensive Emergency Management Plan (CEMP) - Battalion Chief Sean Brown, BSO Fire Prevention Bureau

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

Vice-Mayor Odman questioned if we were moving the EOC to the Hotel Morrison.

City Manager Garcia responded we have an agreement in process with the Hotel Morrison to host our EOC. She spoke about a plan for shelters and training our residents to work in them.

Commissioner James questioned locating a school that is closer to Dania Beach for a shelter for our residents.

Chief Brown responded he would look into it.

City Manager Garcia noted an idea we are looking at with our Parks Master Plan is for a gymnasium that would be hurricane hardened.

Commissioner Harris commented on telecommunications wiring and 10 sleeping rooms in the Morrison for EOC employees. He also mentioned the importance of hurricane hardened facilities and the responsibility of staffing our facilities to house residents after a hurricane since the County will not do this.

Commissioner Brandimarte noted she has gone through this for seven years; there is not one person in the audience who has any place to go. We need a hurricane shelter in Dania Beach; we have not solved any problems at all.

- 3.4 Special Event request from Attucks High School Alumni Association for the Attucks High School All School Reunion Parade to be held on July 20, 2019 from 9:00 a.m. to 10:30 a.m.

Rafael Acosta, Frost Park Program Manager, gave a brief overview of the parade.

Commissioner James motioned to approve the Special Event request for Attucks High School All School Reunion Parade; seconded by Vice-Mayor Odman. The motion carried unanimously.

Bobbie Grace, 110 NW 8th Avenue, asked if the City wants to participate in the parade; if so, they will provide a car.

4. Proclamations

There were no proclamations at this meeting.

5. Citizen Comments

Michael Sartin, 746 SW 3rd Street, spoke of the balkanization of the beach.

Bobbie Grace, 110 NW 8th Avenue, noted she did not get a consensus whether they could use the City logo for the Breast Cancer event or whether the City would donate.

Commissioner James motioned to allow use of the City approved logo design to be used for the breast Cancer Awareness event pending approval from CRA staff; seconded by Commissioner Brandimarte. The motion carried unanimously.

Commissioner Harris recommended collaborating and putting together a sponsorship package.

Ms. Grace said the City is turning 115 years old; she hopes the Commission will take the lead just as they did for the 110th anniversary and put together something spectacular for City staff and residents.

Commissioner Brandimarte noted Ms. Grace asked for a \$5,000.00 donation; she deserves an answer.

Commissioner James questioned if we have money available.

Mayor Lewellen felt this could wait until budget time.

Commissioner Brandimarte moved to approve a \$5,000.00 donation to the Cancer Society and Ms. Grace; seconded by Commissioner James. The motion carried unanimously.

Emmanuel George, 17 NE 2nd Avenue, advocated for a J.A. Ely Historical Society to honor black history in Dania Beach and South Broward.

Commissioner Brandimarte noted we may have come up with a place; Commissioner Harris will be meeting with the City Manager about this.

Vice-Mayor Odman commented she and Mr. George have talked about a historical society and she is going to make sure we represent all parts of the City's history properly. She hopes he is a part of whatever it is we come up with.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on a recent investigation into gas pump skimmers and area checks for criminal activity. He spoke about BSO taking a group of teens for a tour of the downtown jail on Thursday, June 27th.

Sean Brown, Battalion Chief, BSO Fire Rescue, commented on the Summer Sizzle event on July 17-20 at Coral Springs Fire Academy.

7. Consent Agenda

Items removed from Consent Agenda: #7.4, #7.6, #7.7

7.1 Minutes:

Approve Minutes of June 10, 2019 Workshop - Vacation Rentals
Approve Minutes of June 11, 2019 City Commission Meeting

7.2 Travel Requests:

Request from City Manager Ana M. Garcia to attend the Florida League of Cities 93rd Annual Conference in Orlando, Florida on August 14-18, 2019 (Estimated cost \$1,806.55)

7.3 Approval of Fiscal Year 2020 Business License Renewals for Auctioneers and Psychics

Resolutions

7.5 RESOLUTION #2019-062

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE COMPENSATION AND CLASSIFICATION STUDY FROM EVERGREEN SOLUTIONS, LLC FOR THE IMPLEMENTATION OF A NEW OPEN-RANGE PAY PLAN THAT ALIGNS WITH THE CITY'S COMPENSATION PHILOSOPHY TO RETAIN AND RECRUIT EXPERIENCED AND QUALIFIED EMPLOYEES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Harris motioned to adopt the Consent Agenda, with the exception of Item #7.4, #7.6, and #7.7; seconded by Commissioner James. The motion carried unanimously.

7.4 RESOLUTION #2019-061 *Amended*

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.

City Attorney Ansbro read the title of Resolution #2019-061.

Commissioner James asked if City Attorney Ansbro spoke to the firm about going month-to-month.

City Attorney Ansbro said based on the RFP and piggyback contract from Fort Lauderdale, month-to-month would not be possible; however, there is a 30-day termination with notice clause

that could be utilized to discontinue the contract. He wanted to stay in the realm of what is lawfully authorized by the contract we are using.

Commissioner James commented we received notice of this contract expiring 11 days prior to its expiration. She wants to come back with a policy that provides for the Commission to have time to decide if they want to continue using a contract or go out for RFP. She asked if we could move this term to one year instead of two and she wants to put a date on this RFP to come back.

City Attorney Ansbro noted he began to draft the RFP as directed at the last meeting and is waiting on a scope of services from Community Development; he anticipates having this back by the next Commission meeting.

Mayor Lewellen asked if there would be an issue with them returning a signed agreement if we change the term from two years to one year.

Marc LaFerrier, Director of Community Development, responded he had this discussion with them and they would not have a problem.

Commissioner James motioned to adopt Resolution #2019-061 as amended, reducing the term to one year; 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		

7.6 RESOLUTION #2019-063

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A “PIGGYBACK” AGREEMENT FOR REAL ESTATE BROKERAGE AND LEASE MANAGEMENT SERVICES WITH COLLIERS INTERNATIONAL SOUTH FLORIDA, LLC AND THE CITY OF DANIA BEACH, FLORIDA (“CITY”); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2019-063.

Commissioner James asked when Collier’s contract is up with Fort Lauderdale.

Ken Krasnow, Vice-Chairman, Colliers International, responded it expires August 31st, but a renewal is in the works.

Commissioner James motioned to adopt Resolution #2019-063; 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

7.7 ORDINANCE #2019-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, "OFFENSES-MISCELLANEOUS," OF THE CITY'S CODE OF ORDINANCES BY REPEALING ARTICLE IV, "NOISE" AND REPLACING IT WITH A NEW ARTICLE IV, "NOISE" TO PROVIDE TERMINOLOGY, PROHIBIT CERTAIN NOISES, EXEMPT CERTAIN NOISES, LIMIT THE UNREASONABLE AND EXCESSIVE LEVELS OF NOISES AND PLAINLY AUDIBLE NOISES IN CERTAIN CIRCUMSTANCES, AND PROVIDE FOR TEMPORARY NOISE PERMITS; PROVIDE ENFORCEMENT STANDARDS, PENALTIES, AND REMEDIES; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

City Attorney Ansbro read the title of Ordinance #2019-009.

Vice-Mayor Odman questioned whether the 100 foot allowance could be lowered.

Marc LaFerrier, Director of Community Development, explained the two standards built into the ordinance; disturbance of the peace which describes the type of activity that would be prohibited and audible standards within 100 feet.

Vice-Mayor Odman commented a second concern is music being played and amplified sound.

Director of Community Development LaFerrier noted the provisions on page 3, and explained the way it applies would be if someone complains and the police or code enforcement hears the disturbance within 100 feet, that would be an infraction. If it is after 11:00 p.m., that would be another infraction.

Vice-Mayor Odman questioned next door neighbors' ability to complain about loud music within 30 feet and less.

Director of Community Development LaFerrier explained the disturbance of the peace standard and the three standards that would be used.

Vice-Mayor Odman noted she is worried about the ordinance being subjective; perhaps it could be more specific, especially about amplified noise.

Director of Community Development LaFerrier responded the comments made tonight will be used for revisions to the ordinance for second reading.

Vice-Mayor Odman suggested looking at changing the time to 10:00 p.m. versus 11:00 p.m., and questioned who would be right if an officer is called out on a complaint during the day where a shift worker is sleeping and the other person is playing music.

Director of Community Development LaFerrier said it could be a disturbing the peace violation.

Vice-Mayor Odman felt the ordinance could include more specifics and be fleshed out more.

Commissioner James commented it is not remotely fair to allow construction noise next door versus loud music. There is a lack of consistency in the ordinance and she felt it needs more work. She questioned if someone who has a permit for a party could still be shut down if someone complains. She does not like this and thinks it is going to be a big disruption, and apartments and townhomes have not been addressed.

Director of Community Development LaFerrier noted permits are not given for a party, only for special events.

Assistant City Manager Sosa-Cruz explained this is a very standard ordinance and uses the reasonable person standard. The court has opined that someone who is trained and who is an employee of the City, such as a code compliance officer or police officer, is able to determine if the noise is excessively loud. He further explained the unusual or excessive noise, or unreasonably loud standard, noting it depends on the location where you live, the noise, and the time. He added the majority of the state uses this ordinance.

Commissioner Brandimarte noted she is not comfortable with this and felt more homework needs to be done. She felt those in the audience have not done homework on this and they are really concerned about it.

Mayor Lewellen commented none of these types of ordinances are perfect and we do need more homework on it. Nothing will please everyone, but we are making an attempt. We clearly need something, but some things in this ordinance need to be more specific.

City Manager Garcia noted the goal of this ordinance is to make sure the quality of life for our residents is upheld. We will go back to the drawing board and tweak it. The goal is not to shut down a party, but we need to get to the root of what is bothering people, whether it is the time of day or types of noises.

Vice-Mayor Odman said she has notes and ideas from other cities, and felt Director of Community Development LaFerrier and she could meet to discuss this and come up with something as comprehensive as possible.

Bobbie Grace, 110 NW 8th Avenue, commented the ordinance does not fit the criteria the residents are looking for. She gave examples of disturbances reported to her.

Gabriela Etchevarne, 22 NW 14th Avenue, said 11:00 p.m. to 7:00 a.m. is not enough because music is also played during the day, and commented on Hollywood's definition of unreasonably loud.

Commissioner James motioned to adopt Ordinance #2019-009, on first reading; 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

8. Bids and Requests for Proposals

8.1 RESOLUTION #2019-064

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDED A CONTRACT RELATED TO CITY INVITATION TO BID (“ITB”) NO. 19-003 TO POSEIDON DREDGE & MARINE, INC., FOR MARINE DREDGING WORK, AT THE CITY OF DANIA BEACH MARINA, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY EIGHT THOUSAND DOLLARS (\$138,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2019-064.

Mayor Lewellen asked if we have money budgeted for this project.

City Manager Garcia responded yes.

Commissioner James motioned to adopt Resolution #2019-064; seconded by Commissioner Brandimarte. The motion carried unanimously.

9. Public Hearings and Site Plans

9.1 ORDINANCE #2019-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE DEVELOPMENT OF REGIONAL IMPACT ABANDONMENT REQUEST (OT-85-18) SUBMITTED BY JOHN D. VOIGT, ESQ. ON BEHALF OF THE DESIGN CENTER OF THE AMERICAS FOR PROPERTY LOCATED AT 1855 GRIFFIN ROAD, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A;” PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

City Attorney Ansbro read the title of Ordinance #2019-010 and noted the applicant requested this item be continued until July 23rd.

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 continue Ordinance #2019-010, on first reading, until the July 23, 2019 City Commission meeting at 7:00 p.m.; seconded by Commissioner Harris. The motion carried unanimously.

9.2 RESOLUTION #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.
(Continued from June 11, 2019)

City Attorney Ansbro read the title of Resolution #2019-059, and noted the applicant has withdrawn this request.

Corinne Lajoie, Planning & Zoning Manager, confirmed the information stated in the applicant’s withdrawal request regarding trees and pick-up/drop-off times.

9.3 RESOLUTION #2019-065

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-114-17MOD) REQUEST AND SPECIAL EXCEPTION (SE-28-19) REQUEST SUBMITTED BY DENNIS MELE, ESQ./GREENSPOON MARDER LLP, ON BEHALF OF STIRLING SQUARE, LLC, FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF STIRLING ROAD BETWEEN 12TH AVENUE AND PHIPPEN WAITERS 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 #2019-065, and noted this is a quasi-judicial hearing and swore-in those who would speak. He asked the Commission to disclose any communication they had on this matter.

Corinne Lajoie, Planning & Zoning Manager, gave an overview of the site plan modification and special exception requests. She confirmed that the square footage requirement was changed in the alcohol ordinance, so this convenience store would be allowed to sell alcohol on Sundays.

Vice-Mayor Odman spoke of the neighborhood meeting held where there were no bad comments made about this proposal.

Mayor Lewellen opened the Public Hearing.

Dennis Mele, Greenspoon Marder, representing the applicant, reaffirmed the neighborhood meeting was held and staff conditions are acceptable.

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

Commissioner Harris motioned to adopt Resolution #2019-065; seconded by Commissioner James. The motion carried on the following 5-0 Roll Call vote:

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

10. Discussion and Possible Action

10.1 Dania Beach 115th Anniversary - Mayor Lewellen

Mayor Lewellen noted she has several people lined up who will donate either money or in-kind. She felt we need to have a committee whose membership would consist of a person from each department and the chair of each advisory board or a designee.

Vice-Mayor Odman spoke of a gala and a beach component; she questioned whether it would make more sense to just do something on the beach.

Mayor Lewellen suggested doing an all-day event, including having an agenda. It could be one major day event instead of having a gala the night before.

Vice-Mayor Odman liked the idea of having each of the advisory boards contributing and adding insight. She suggested including the new historical society, and perhaps running the renaming of the City's nickname contest, with the winning name announced at the party.

The Commission consensus was to form a committee made up of a member from each department and the chairs of the advisory boards or designees.

Mayor Lewellen spoke of sponsorships and in addition, putting aside an amount not-to-exceed \$20,000.00 to use for this event.

Commissioner James questioned if we have that kind of money for the event and felt \$20,000.00 seed money is excessive. The budget year has already been discussed and is expected to be tight.

Vice-Mayor Odman stated this would be a day-long festival; she understands Commissioner James' concern, but this would benefit the entire City. She suggested the amount be set at \$10,000.00.

Mayor Lewellen explained she never said the event would be completely free; it is a not to exceed number. She felt we would not use the full amount, and spoke of reserving entertainment and the possibility of needing the money now; whatever is left over would be returned to the General Fund. This would be a one-time expense for a full benefit to the entire City.

Commissioner Harris questioned incorporating the celebration with Dania After Dark (DAD) and making that event bigger. He felt \$10-15,000.00 is a reasonable amount and we should include our contacts with the County for an additional donation. The last time the City celebrated an anniversary, we incorporated it into the Broward County 100th year anniversary.

Commissioner Brandimarte agreed with incorporating the celebration into a Dania After Dark event and suggested shuttling people to the beach.

Mayor Lewellen noted she was okay with the \$15,000.00 amount.

Vice-Mayor Odman said she is not in favor of incorporating the celebration with DAD. She favors promoting a beach element, and added nothing would prevent us from charging money for tickets.

Commissioner Harris suggested incorporating the event with DAD and the tree lighting event.

Commissioner James commented she is okay with incorporating the event with DAD, but we should check with the CRA. The beach idea is not her favorite.

Mayor Lewellen stated we just need to start the committee and a little seed money. The committee should also include the City Manager, Assistant City Manager, and herself. They, along with representatives from each department and the chairs of the advisory boards or designees need to collectively meet to determine what we can or cannot do for the event and come up with a plan.

Commissioner James said she would like to add the CRA Executive Director to the committee and she is okay with \$10,000.00 for the event.

The Commission consensus was not to exceed \$10,000 for the event and to form a committee, which would discuss what kind of event to do.

Commissioner Brandimarte felt the Commission should determine the type of event.

Vice-Mayor Odman said the Commission should decide where the event will be held.

City Manager Garcia suggested doing something small during the day at the beach and doing something with DAD that night.

Vice-Mayor Odman suggested the committee meet and make a recommendation to the Commission, and the Commission would make the final decision of where it will be held.

Commissioner Brandimarte felt the committee would be too large to agree to make that decision.

Commissioner James requested that the Commission make the decision of where the event is going to be and give the committee direction.

The Commission consensus was to set up the committee and budget a not-to-exceed amount of \$10,000.00. The committee would make recommendations of where to hold the event and bring them to the next Commission meeting.

10.2 Assistant City Attorney position - Mayor Lewellen

Mayor Lewellen said she wants to make sure we put something in the upcoming budget for hiring an assistant City attorney. She noted she spoke to City Attorney Ansbro and he will reduce his salary number. By bringing in an Assistant City Attorney and decreasing outsourcing, we could save \$300,000.00 per year. We have been working on having more depth in each

department, and this is an opportunity to bring someone in now who has 10-15 years of experience in order to reduce the outsourcing.

Vice-Mayor Odman noted she met with the City Attorney and Finance Department. The Commission consensus was to move forward with an RFP for legal services. In the interest of moving forward, the Finance Director is going to make a proposal in the budget workshop for an Assistant City Attorney employee. She expressed concern about the previous consensus disappearing, and recommended an outside firm execute the RFP. Her unease is the bottom dollar, and discussion about an Assistant City Attorney is premature; discussions need to first be held about the current City Attorney.

Commissioner Brandimarte noted the Vice-Mayor asked for an RFP and direction was given to City staff. She asked City Attorney Ansbro if he prepared it and if it was ever sent out.

City Attorney Ansbro responded a draft copy was sent to all the Commissioners by email; four major questions were asked of the Commission and needed discussion prior to finalizing the RFP.

Commissioner Brandimarte requested that we go out for RFP; that was the agreement.

Mayor Lewellen felt we need to have some depth in the Legal Department with a City of this size. She is asking to put this as one of the line items in the budget so we can consider it to see if there is money for it.

Vice-Mayor Odman noted from the sit-down she had, the money was coming from reductions in salary and payment in lieu of pension.

City Attorney Ansbro explained the formal sit down discussion of payment in lieu of pension and preparation of a detailed proposal of the amounts involved at the July 23 meeting. The intent of having an Assistant City Attorney is not to spend more than we have been spending; instead, he would be reducing his total compensation and also reducing the amount spent on outside counsel for land use issues and code compliance.

Vice-Mayor Odman commented having a consensus to move forward with an RFP without an outcome is puzzling. She wants the RFP and does not want City Attorney Ansbro to write his own RFP.

City Attorney Ansbro noted he wrote it and sent it to each Commissioner for follow-up on additional questions.

Vice-Mayor Odman said best practice would be having outside counsel write the RFP; she would like that to happen. She would also like City Attorney Ansbro to continue his talks with the other Commissioners.

Mayor Lewellen commented best practice is to have depth in the Legal Department, and the budget should include an option of having an Assistant City Attorney. She noted there were six new positions created in Public Services last year.

Commissioner James noted she does not support Mayor Lewellen's request and supports outside counsel writing the RFP.

Commissioner Brandimarte said she supports Vice-Mayor Odman.

Commissioner Harris suggested voting on what the Commission wants to do. He recommended deferment as he has had only a casual conversation with City Attorney Ansbro.

Mayor Lewellen suggested looking at what City Attorney Ansbro sent to the Commission and sending it to outside counsel, but first responding to him with answers to the questions he asked.

Vice-Mayor Odman agreed to taking the crafted RFP, answering the questions, and sending it to an outside firm. She asked if the reviewing firm would have the ability to compete in the RFP.

City Attorney Ansbro said he would possibly use Weiss Serota and they probably should not compete for this.

The Commission consensus was for City Attorney Ansbro to send the RFP to the Commission, the Commission would answer his questions, and he would send the RFP to an outside firm for review.

Mayor Lewellen noted she wants to bring up an Assistant City Attorney at budget time.

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte questioned what is happening with Popeye's Restaurant.

Marc LaFerrier, Community Development Director, noted he will get back to the Commission with the latest information.

11.2 Commissioner Harris

Commissioner Harris suggested changing the July 23rd Commission meeting to July 30th.

Rickelle Williams, CRA Director, requested the CRA Board meeting start at 5:30 p.m. instead of 6:00 p.m.

Nikki Satterfield, Director of Finance, addressed the agenda of the Special Budget meeting.

The Commission agreed to change all of the July 23rd meetings to July 30th, with the Special Budget meeting starting at 5:01 p.m., the CRA Board meeting starting at 5:30 p.m., and the City Commission meeting starting at 7:00 p.m.

Commissioner Harris noted he spoke with Traci L. Callari, Vice-Mayor of Hollywood, and suggested we hold a joint workshop about mutual projects or adjacent projects and multi-jurisdictional issues.

Commissioner Harris commended Captain Marks on the police work performed for the girl gang investigation.

Commissioner Harris commented on the Broward Complete Count Census; the chairperson is the Mayor of Lauderhill.

11.3 Commissioner James

Commissioner James congratulated Carol Hemmis for the honor flight that took place on June 5th.

Commissioner James referenced the City Manager's report and noted she likes the ramping up of security at City Hall. She said the sign-in sheet is not effective, and suggested giving the security guard a button that would allow him to lock the door if something is going on outside.

Commissioner James spoke of participating on a panel, hosted by Broward County, for affordable housing. They are still looking for the County to fund their trust fund.

11.4 Vice-Mayor Odman

Vice-Mayor Odman had no comments.

11.5 Mayor Lewellen

Mayor Lewellen had no comments.

12. Appointments

12.2 Green Advisory Board

Commissioner Brandimarte appointed: Alexandra Hiley

12.3 Parks, Recreation and Community Affairs Advisory Board

Mayor Lewellen appointed: Joyce Davis

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

12.1 Dania Beach Housing Authority

Mayor Lewellen motioned to appoint Derek Hankerson to a term expiring May 31, 2023; seconded by Commissioner Harris. The motion failed on the following 2-3 roll call vote:

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

Mayor Lewellen motioned to appoint Al Jones to a term expiring May 31, 2023. The motion died for lack of a second.

Mayor Lewellen motioned to appoint Celeste Oatman to a term expiring May 31, 2023; 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		

13. Administrative Reports

13.1 City Manager

City Manager Garcia spoke of a recent visit to Hollywood City Hall and seeing various security measures in place.

City Manager Garcia provided three available dates for the shade meeting regarding collective bargaining: Tuesday, July 9th; Wednesday, July 10th; or Thursday, July 11th at 6:30 p.m. in the second floor conference room.

Commissioner Brandimarte noted she would be traveling and could not be there on those dates.

City Manager Garcia said she would consult with the Labor Attorney for a possible meeting on July 30th.

City Manager Garcia spoke of bringing back an RFP to the July 30th meeting that Vice-Mayor Odman had previously requested for social media/website development. She noted staff is looking at bringing the Parks Master Plan to the July meeting.

City Manager Garcia provided possible dates to schedule the Budget Workshop.

The Commission agreed to hold a Budget Workshop on Wednesday, August 28, 2019, at 10:00 a.m.

13.2 City Attorney

City Attorney Ansbro had no comments.

13.3 City Clerk - Reminders

Tuesday, July 30, 2019 - 5:01 p.m.

Special Budget Meeting

Tuesday, July 30, 2019 - 5:30 p.m.

CRA Board Meeting

Tuesday, July 30, 2019 - 7:00 p.m.

City Commission Meeting

14. Adjournment

Mayor Lewellen adjourned the meeting at 9:58 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)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY TO EXECUTE AN AGREEMENT WITH THE ROYAL AUCTION GROUP INC., FOR AUCTIONEER SERVICES, UTILIZING THE CITY OF FT. LAUDERDALE REQUEST FOR PROPOSALS ("RFP") NO. 875-12011 AND TO DECLARE CERTAIN VEHICLES OF NO FURTHER USE TO THE CITY; DECLARING THE INTENT OF THE CITY TO DISPOSE OF SAME; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

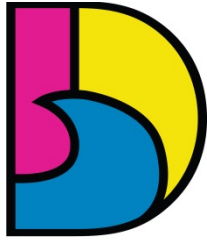
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

COMM-MEMO-AUCTION-073019 (Fin Rev 7-16-19), R-2019- Royal Auction Group Agreement for Equipment Auction - Declaring Vehicles Surplus and Intent to Dispose, R-2019- Royal Auction Group Agreement for Equipment Auction - Declaring Vehicles Surplus and Intent to Dispose Exhibit A, R-2019- Royal Auction Group Agreement for Equipment Auction - Declaring Vehicles Surplus and Intent to Dispose Exhibit B



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: July 30, 2019

TO: Honorable Mayor and Commissioners

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

FROM: Fernando Rodriguez, Public Services Director

RE: Authorization to Utilize the City of Ft. Lauderdale RFP # 875-12011 for Auctioneer Services

Request

City Administration is requesting City Commission authorization to enter into an agreement utilizing the City of Ft. Lauderdale RFP #875-12011 for "Auctioneer Services" with the Royal Auction Group, Inc. to liquidate the City's surplus vehicles and heavy equipment inventory. The City has authorization from The City of Fort Lauderdale and the Royal Auction Group, Inc. to piggyback on a pre-negotiated contract that covers all costs associated at the buyer's expense.

Background

The City has accumulated excess surplus vehicle inventory. The Royal Auction Group, Inc. provides removal, transportation, and storage of assets during the auction process. In addition, the Royal Auction Group, Inc. provides an online list of live onsite bidding, allowing optimal exposure to potential buyers while limiting liability to the City during the inspection period of the auction.

See attached Exhibit A, City of Ft. Lauderdale RFP #875-120411 and the Dania Beach Vehicle and Equipment Asset List.

Budgetary Impact

The Royal Auctioneer Group, Inc. will handle the sale of assets with no negative fiscal impact to the City. Any and all cost will be absorbed by the purchase of the item(s) in the form of a percentage over and above the amount of their purchase.

Recommendation

City Administration recommends City Commission approval to enter into an agreement utilizing the City of Ft. Lauderdale RFP #875-12011 with the Royal Auction Group to liquidate the City's surplus vehicles and equipment inventory.

RESOLUTION NO. 2019-070

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY TO EXECUTE AN AGREEMENT WITH THE ROYAL AUCTION GROUP INC, FOR AUCTIONEER SERVICES, UTILIZING THE CITY OF FORT LAUDERDALE REQUEST FOR PROPOSAL ("RFP") NO. 875-12011 AND TO DECLARE CERTAIN VEHICLES SURPLUS THAT ARE OF NO FURTHER USE TO THE CITY; DECLARING THE INTENT OF THE CITY TO DISPOSE OF SAME; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Administration has recommended disposal of various vehicles and equipment due to the older equipment having reached a point beyond their useful life and due to acquisition of new vehicles and equipment; and

WHEREAS, the Public Services Department is requesting authorization to enter into an agreement with the Royal Auction Group, Inc., utilizing the terms and pricing through the City of Fort Lauderdale RFP No. 875-12011 valid through December 4, 2020 with two additional optional one-year renewals, a copy of the RFP is attached as Exhibit "A", and it is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, utilizing auctioneer services limits the City's liabilities during asset inspection while offering the greatest exposure for sale of assets without negative fiscal impact to the City by the auctioneer service; all costs will be absorbed by the purchaser of the item in the form of a percentage over and above the amount of the purchase (commonly referred to as a "buyer's premium");

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

Section 1. That the City Commission approves the recommendation of City Administration to surplus and dispose of vehicles and equipment which are no longer required for service, and are declared to be surplus and of no further use to the City of Dania Beach. Vehicles for surplus are as follows:

V.I. N. Number	Year	Make	Model	Unit#
1FTYR14UXWPB12431	1998	Ford	Ranger	100
1FTYR14U5WPB12434	1998	Ford	Ranger	103
1FTYR44UX3TA46743	1998	Ford	Ranger	104
1FTYR14E11TA53178	2001	Ford	Ranger	107
1FTYR14V6YTA62906	2000	Ford	Ranger	302
1FTYR14E71PA86436	2000	Ford	F-250	500
1FTNF20F31EB78221	2001	Ford	F-250	501
1FTSF20P65EB72320	2005	Ford	F-250	502
1FDNF20F4XEA98088	1999	Ford	F-250	503
1FTNF20P83ED84940	2003	Ford	F-250	505
1FTNF20F92EC79619	2002	Ford	F-250	506
1FDAF56F11EB78222	2001	Ford	F-250	507
1FDLF47FSEA19715	1995	Ford	F-250	509
1FTNF20P44EB85823	2004	Ford	F-250	516
1FTNX20F51EB78220	2001	Ford	F-250	602
1FTNX20F51EB67153	2001	Ford	F-250	605
1FTZF1727WNB78566	1998	Ford	F-250	608
1FTNF20F31EB67154	2001	Ford	F-250	614
1FTNF20F2XEE74209	1999	Ford	F-250	619
3FTHF25FXVMA34025	1997	Ford	F-250	620
1FTSW20P85EB72321	2005	Ford	F-250	630

Section 2. That the City Manager is authorized by the City Commission to dispose of such property from use and service by the City and to enter in to an agreement with the Royal Auction Group, Inc. utilizing the City of Fort Lauderdale RFP No. 875-12011.

Section 3. That the proper City officials are authorized to execute an Agreement with Royal Auction Group, for auctioneer services, a copy of which Agreement is attached as “Exhibit B” and is incorporated into this Resolution by this reference.

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 July 30, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Solicitation 875-12011

Auctioneer Services

Bid Designation: Public



City of Fort Lauderdale

Bid 875-12011

Auctioneer Services

Bid Number 875-12011

Bid Title Auctioneer Services

Bid Start Date Jul 13, 2017 1:42:49 PM EDT

Bid End Date Aug 3, 2017 2:00:00 PM EDT

Question &

Answer End Jul 27, 2017 7:00:00 AM EDT
Date

Bid Contact Laurie D Platkin

Procurement Specialist II

Finance - Procurement Division

954-**828**-5138

lplatkin@fortlauderdale.gov

Description

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide auction services for the City's Public Works Department, Fleet Services program, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

For additional information go to www.BidSync.com

City of Fort Lauderdale
Auctioneer Services
RFP # 875-12011

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide auction services for the City's Public Works Department, Fleet Services program, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Submission Deadline

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 Pre-proposal Conference and Site Visit

There will not be a pre-bid conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

1.5 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Laurie Platkin at (954) 828-5138 or email at LPlatkin@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim

of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/15) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

2.5 Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor must quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

Prices proposed shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and proposer.

2.6 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed

and usable to the City.

2.7 Related Expenses/Travel Expenses

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

2.8 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.9 Mistakes

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.10 Acceptance of Proposals / Minor Irregularities

2.10.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.10.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.11 Modification of Services

2.11.1 While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

2.11.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.11.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

2.11.4 If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

2.12 No Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.13 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website

http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT_TEMPLATE_SERVICES.pdf

2.14 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.15 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.16 Minimum Qualifications

Proposers shall be in the business of Auction Services and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.16.1 Proposer or principals shall have relevant experience in providing auction services. Proposers must be currently licensed, in good standing, and must comply with requirements under Florida Statutes Chapter 468, Part V, Auctioneers (ss. 468.35 - 468.639)

2.16.2 Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.16.3 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.16.4 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.17 Lobbying Activities

Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

2.18 Local Business Preference

2.18.1 Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

2.18.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a.** Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b.** List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.18.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.18.4 The complete local business preference ordinance may be found on the City's web site at the following link: <http://fortlauderdale.gov/home/showdocument?id=6422>

2.18.5 Definitions

The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

2.19 Protest Procedure

2.19.1 Any Proposer or Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the director of procurement services division (director), by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the city's web site at the following link:
<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.19.2 The complete protest ordinance may be found on the city's web site at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

2.20 Public Entity Crimes

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.21 Subcontractors

2.21.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any

subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.21.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. 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 the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.21.3 Contractor shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.22 Proposal Security – N/A

2.23 Payment and Performance Bond – N/A

2.24 Insurance Requirements

2.24.1 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 City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

2.24.2 The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated 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.

2.24.3 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 precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
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

2.24.4 A copy of **ANY** current Certificate of Insurance should be included with your proposal.

2.24.5 In the event that you are the successful Proposer, you will be required to provide a certificate naming the City as an "additional insured" for General Liability. Certificate holder should be addressed as follows:

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

2.25 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the in the City.

2.26 Unauthorized Work

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

2.27 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.28 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.29 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:

2.29.1 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;

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

2.29.3 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

2.29.4 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.

2.30 Canadian Companies

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. All monetary amounts set forth in this Contract are in United States dollars.

2.31 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.32 Manufacturer/Brand/Model Specific Request – N/A**2.33 Contract Period**

The initial contract term shall commence upon date of award by the City or October 1, 2017, whichever is later, and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2), additional one (1) year terms, 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 services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.34 Cost Adjustments

Prices quoted shall be firm for the initial contract term of three (3) year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

2.35 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.36 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.37 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.38 Substitution of Personnel – N/A**2.39 Insurance for Collection of Credit Card Payments**

The successful contractor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

2.40 Ownership of Work – N/A**2.41 Condition of Trade-In Equipment – N/A****2.42 Conditions of Trade-In Shipment and Purchase Payment – N/A****2.43 Verification of Employment Status**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per

Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement (Attachment "A") should be completed and submitted with Proposer's response to this RFP.

2.44 Service Organization Controls – N/A

2.45 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Scope of Services

The City of Fort Lauderdale (City) is seeking auction services to sell, from time to time, at public absolute auction sale (or on-line internet auction as approved by City), surplus equipment and vehicles ("Property"). Auctioneer shall perform all the services and tasks to market, advertise, transport and sell the equipment and vehicles by absolute action, through closing of the transaction, including all necessary, incidental and related activities and services ("Services"). Auctioneer shall provide all necessary auctioneers, accountants, clerks and office staff required to achieve the efficient and orderly performance of the auction sale. Auctioneer shall employ qualified personnel to perform the Services, and shall perform this engagement in a professional and skilled manner in accordance with all applicable, federal, state and local laws and regulations. Auctioneer shall be responsible for all work necessary to sell consigned property a live auction at the Auctioneer's location. Auctioneer shall notify City of any auctions scheduled to be conducted in Broward, Miami-Dade or Palm Beach County at least ten (10) business days prior to the scheduled auction sale date and shall use its best efforts to advertise the sale.

3.2 Auction Services

The surplus property to be sold shall be identified by City. The property auctioned may range from cars & trucks, heavy equipment, office equipment and furniture along with miscellaneous other equipment and surplus supplies. The property in most cases will be offered for sale individually, or in the case of small miscellaneous items, sold in lots as determined by the Auctioneer and approved by the City. The Property will be sold for cash or certified funds to the highest bidder on an "As-Is- Where-Is" basis without any warranties of any kind expressed or implied. City agrees to disclose to Auctioneer any known defects or faults with equipment/auction items prior to the auction sale. Auctioneer will charge and collect from the purchaser at auction the purchase price together with all applicable taxes. Auctioneer will collect in full from the purchaser prior to removal of the Property from the auction sale site. City or any agent for City is forbidden to bid on its own Property. All items will be sold at public absolute sale to the highest bidder regardless of price without reserve unless a minimum price is established by City. In the event that a successful bidder fails to pay for an item for which he is designated to be the high bidder, that item will be considered a "No Sale" and no commission will be charged on that item and the item shall be promptly return to the City.

It is the City's desire to secure both on-line (internet) based auction services for small goods, surplus equipment for vehicles and trucks, accident-damaged/unserviceable vehicles and equipment and other miscellaneous property. In addition, it is the City's desire to secure public absolute (live) auction services for serviceable cars and trucks. **Proposers may bid only on internet auction services, only public absolute auction services, or both internet auction services and absolute auction services.**

3.3 Requirements

Auctioneer shall meet the requirements as follows as part of the scope of services including, but not limited to:

A. Fully automated accounting system that will track and provide the following information:

- 1) List of all lot numbers on which individual bidders were successful, to include total dollar amount spent by each registered bidder; and

- 2) Dollar amount of bid price for each lot sold; and
- 3) Reports available at the day of auction.

B. Trained staff able to provide the following services:

- 1) Receive and tag lots as they are received from City to auction site; and
- 2) Perform data entry on above noted automated system; and
- 3) Receive and account for payments; and
- 4) Issue receipts and vehicle documents (bills of sale, title transfers).

C. Advertising by Auctioneer:

- 1) Notify all individuals and companies on the maintained bidders' lists for equipment, vehicles and other items offered for sale at auction; and
- 2) Advertise in auction trade journals, publications, website and etc.; and
- 3) Edit, print and distribute brochures based on equipment and other items to be sold at auction; and
- 4) Provide brochures to the City for distribution, in quantity requested by the City; and

D. Transport Items/Equipment Requirement:

- 1) Transport ALL items/equipment from the City to the Auctioneer's auction site(s) at no cost to the City with the proper transportation equipment; and
- 2) Transport ALL unsold items/equipment from the Auctioneer's auction site(s) to the City at no cost to the City with the proper transportation equipment upon request of the City. Auctioneer shall retain property at their location until auction is held, unless otherwise approved in writing by the City's Contract Coordinator.

E. Licensed Auctioneer in good standing in the State of Florida

Auctioneer must comply under Florida Statutes Chapter 468, Part V, Auctioneers (ss. 468.35 - 468.639.)

3.4 Responsibilities

Auctioneer is responsible for the following responsibilities including but not limited to:

- A.** For public absolute auction services only, Auctioneer shall provide a suitable site for the auction(s) with adequate restroom facilities available for staff and bidders; and
- B.** Write, publish and pay for any required legal advertising; and
- C.** Provide as complete a list of items to be auctioned as possible; a minimum of ten (10) business days in advance of the auction.
- D.** Arrange the transport of the City's Property to the sale site no later than ten (10) days prior to the scheduled auction sale and transport "No Sale" Property back to the City no later than five (5) days after request of the City. Items must be delivered to Auctioneer in running condition (except when noted) with adequate fuel levels and a duplicate set of keys. All drivers (including subcontractors) must have valid CDL license and be covered by Auctioneer's insurance as set forth in Section 2.21.
- E.** For all costs of advertising and conducting the auction sale including the arrangement of transport of the City's Property.

3.4 Auction Coordination

Auctioneer shall be responsible for coordination of all auction activities with the City Contract Coordinator or designees. Auctioneer shall offer suggestions, on a timely basis, for maximizing sale value of items. The City will provide Auctioneer an inventory list(s). The

City reserves the right to add/delete items from the list up to the day of the auction. A master list shall be printed for distribution as close to the auction day as possible. Auctioneer shall tag all items for sale prior to the day of the auction.

3.5 Ownership

City warrants it is the owner of and has marketable title to all of the Property, free and clear from any liens, debts or encumbrances except as noted. City further warrants that there no judgments or liens against it and that there are no pending legal actions, claims or proceeding whatsoever which in any way would hinder, prevent or otherwise affect its right or ability to sell the Property at auction sale. City agrees to deliver upon request any documents, certificates, proof of ownership or titles, which would be required to deliver title to the Property. In the case that there is a delay in the new purchaser receiving a clear title for any vehicle sold for the City, the net proceeds from the sale will be held until free and clear title is received by the purchaser or, at the discretion of the Auctioneer, the item may be pulled from the auction sale and remain City's property. City shall be responsible for the cost associated with sending any documents for the new purchaser.

3.6 Proceeds of Sales

Auctioneer shall pay City the net proceeds from the auction sale fourteen (14) business days following the auction sale. Auctioneer shall express mail or email a written report to City listing items sold and an amount equal to agreed percentage of the gross selling price of the Property sold at auction in the form of a certified check made payable to City or electronic transfer. Proceeds checks shall be made payable to the City of Fort Lauderdale. Auctioneer shall specify units sold and funds received for each unit.

3.7 Audit

Auctioneer shall maintain adequate records for the services performed under this Agreement for five (5) years following completion of the services. City shall have the right to audit Auctioneer's books and records upon providing written notice.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses Bidsync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from Bidsync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in Bidsync well in advance of their intention of submitting a proposal to ensure familiarity with the use of Bidsync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of Bidsync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's

treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, 954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV.

- 4.1.6** 1 original and 1 copy plus 4 electronic (soft) copy of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.
- 4.1.7** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled DVD/CD in a paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

4.2.3 Experience and Qualifications

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

4.2.5 References

Provide at least three references on Attachment "B", preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

4.2.6 Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

4.2.7 Subcontractors

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

4.2.8 Required Forms**a. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

b. Cost Proposal

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

c. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

d. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section

e. Contract Payment Method

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

f. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Office at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list no less than three Proposals, assuming that three proposals have been received, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

5.2.2 Weighted Criteria

<u>ABILITY TO MEET OBJECTIVES</u>	
Understands the scope of the project	10%
Meets technical specifications	10%
<u>QUALIFICATIONS</u>	
Skill, experience, expertise, and quality services/performances demonstrated by the Proposer in performing the same type of services as those sought by the City;	20%

Responses of the client references. References will be verified and evaluated based on the quality of work previous and currently being performed;	15%
Facilities and resources: layout of web page; Safeguards / security of website; check-out, reporting capabilities, Number of registered bidders in database; percentage of 'regular' buyers; Average number of website 'hits' per month. Demonstrates the ability to auction classes of vehicles with the highest resale market.	15%
COMMISSION STRUCTURE AND FEES	30%
TOTAL PERCENT AVAILABLE:	100%

5.3 Contract Award

The City reserves the right to award a contract to the Auctioneer(s) who will best serve the interests of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - COST PROPOSAL PAGE

Proposer Name: _____

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Notes:

- | | |
|-------------------------------------|---------|
| 1. On-Line Auction Services | _____ % |
| 2. Public Absolute Auction Services | _____ % |

Submitted by:

Name (printed)

Signature

Date

Title

ATTACHMENT "A"
E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: _____

Project Description: _____

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/Bidder Company Name

Authorized Company Person's Signature

Authorized Company Person's Title

Date

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 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.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the Form G-107 Rev. 08/2016

presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Form G-107 Rev. 08/2016

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** 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 authorized by law.
- 5.12 RECORDS/AUDIT:** 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. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. 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.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 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: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

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.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

_____ MasterCard

_____ Visa Card

Company Name: _____

Name (printed)

Signature

Date:

Title

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1) _____ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (2) _____ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (3) _____ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (4) _____ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (5) _____ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (6) _____ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.
Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
NAME SIGNATURE DATE

BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) _____ EIN (Optional): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): _____

Total Bid Discount (**section 1.05 of General Conditions**): _____

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDS SYNC you must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date:

Title

revised 04/10/15

REFERENCES

All references shall include owner, address, contact name and phone number, and the contract value. A minimum of five (5) references shall be provided:

1. **Company Name:**
Address:
Contact:
Phone #
Contract Value: Year:

2. **Company Name:**
Address:
Contact:
Phone #
Contract Value: Year:

3. **Company Name:**
Address:
Contact:
Phone #
Contract Value: Year:

4. **Company Name:**
Address:
Contact:
Phone #
Contract Value: Year:

5. **Company Name:**

Address:

Contact:

Phone #

Contract Value: Year:

Question and Answers for Bid #875-12011 - Auctioneer Services

Overall Bid Questions

There are no questions associated with this bid.

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND ROYAL AUCTION GROUP, INC., A FLORIDA CORPORATION,
UTILIZING PRICING FOR AN AGREEMENT UNDER A CITY OF
FORT LAUDERDALE REQUEST FOR PROPOSAL (“RFP”) NO. 875-
12011, PRESENTLY EXISTING BETWEEN THE CONTRACTOR AND
THE CITY OF FORT LAUDERDALE FOR AUCTIONEER SERVICES**

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 Royal Auction Group, Inc., Florida corporation (“Contractor”), with its principal mailing address of 96 Skyline Drive, Fort Myers, Florida 33903.

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

1. The agreement existing between the Contractor and the City of Fort Lauderdale and any amendment(s) to it, under an award by City of Fort Lauderdale of a contract (pursuant to RFP No. 875-12011, copies of which documents are attached as composite Exhibit “A”, and made a part of and are incorporated into this Agreement by this reference), shall be considered as part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in the South Florida area and service rates are lower than those afforded to the City of Fort Lauderdale, or any city in Florida for these same services, then Contractor shall provide such lower service rates to the City.
2. That the term of the Agreement shall be co-extensive with the term of the Fort Lauderdale Agreement, i.e., valid through December 4, 2020 with two additional optional one-year renewals.
3. That in all other respects, the terms of the City of Fort Lauderdale RFP No. 875-12011 and their Agreement with the Contractor applies to this Agreement.

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

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

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

STATE OF FLORIDA

COUNTY OF _____

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

My Commission Expires:

CONTRACTOR:

Royal Auction Group, Inc.
a Florida corporation

Signature

PRINT Name

Title

Dated: _____, 2019

Notary Public, State of _____

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 AN AGREEMENT TO UTILIZE THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE PURCHASING GROUP CONTRACT, FOR SULPHURIC ACID WITH THE SULPHURIC ACID TRADING COMPANY, INC. VALID THROUGH MAY 31, 2022, 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

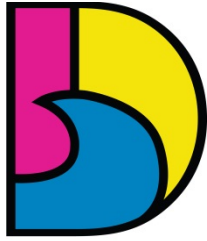
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

FY2019 Agenda Memo- Authorization to Utilize NIGP CoOp Contract for Sulfuric Acid and Authorization to Exceed 25kps (Fin Rev 7-14-19), R-2019- SATCO Authorization to Utilize the SE Florida Governmental Purchasing CoOp Contract for Sulfuric Acid, Exhibit A- SATCO Agreement - 06-01-19 to 05-31-22 (3)



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: July 30, 2019

TO: Honorable Mayor and Commissioners

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

FROM: Ferrnando Rodriguez, Public Services Director

RE: Authorization to Utilize the South Florida Governmental Purchasing Co-Operative Purchasing Contract for Sulfuric Acid and to exceed the City's Vendor Threshold of \$25,000.00

Request

City Administration is requesting permission to utilize the Southeast Florida Governmental Purchasing Co Operative Contract with the Sulfuric Acid Training Company, Inc. (SATCO) for the purchase of sulfuric acid effective June 1, 2019 through May 31, 2022. City Administration is also requesting permission to exceed the annual vendor total amount of twenty five thousand dollars each year the contract is in place.

Background

City Administration has determined that services can be obtained at the least cost to the City without competitive bidding and without advertisement for bids from SATCO under the South Florida Government Purchasing Co-Operative Group Contract attached as Exhibit "A".

Budgetary Impact

Funding is appropriated and approved in the Water Fund Water Plant chemicals Division Account number 401-33-03-533-52-40 and such purchases will be made within the respective departments' annual approved budget appropriations.

Recommendation

City Administration recommends the City Commission approve a resolution to utilize the Southeast Florida Government Purchasing Co-operative Group Contract for the purchase of sulfuric acid and to exceed the City's vendor threshold of \$25,000.00, also authorize the City Manager execute the same.

RESOLUTION NO. 2019-071

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 SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE PURCHASING GROUP CONTRACT, FOR SULFURIC ACID WITH THE SULPHURIC ACID TRADING COMPANY, INC. VALID THROUGH MAY 31, 2022, 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 he is authorized to do so in advance by a resolution adopted by the City Commission; and

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

WHEREAS, the Public Services Department is seeking authorization from the City Commission to utilize the Southeast Florida Governmental Purchasing Cooperative Group Contract, effective June 1, 2019 through May 31, 2022, with Sulfuric Acid Trading Company, Inc. ("SATCO") for the purchase of sulfuric acid, which Agreement is attached as Exhibit "A", and which is made a part of and is incorporated into this Resolution by this reference; 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;

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 Southeast Florida Governmental Purchasing Cooperative Purchasing Group Contract with Sulfuric Acid Trading Company, Inc., for the purchase of sulfuric acid. 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 that the contract is in place.

Section 3. That funding for water plant chemicals are planned and appropriated in the Water Fund Water Plant Division Account Number 401-33-03-533-52-40 and such purchases will be made within the respective Departments' annual approved budget appropriations.

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

Section 5. That this Resolution shall become effective upon its passage and adoption.

PASSED and ADOPTED on July 30, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. ITB #2018-19/22

Description/Title: Sulfuric Acid 93% for Water Treatment Plant Operations

Initial Contract Term: Start Date: 6/1/19 End Date: 5/31/22

Renewal Terms of the Contract: 3 (No. of Renewals) Renewal Options for 1 Year (Period of Time)

Renewal No. 1 Start Date: 6/1/22 End Date: 5/31/23

Renewal No. 2 Start Date: 6/1/23 End Date: 5/31/24

Renewal No. 3 Start Date: 6/1/24 End Date: 5/31/25

SECTION #1 VENDOR AWARD

Vendor Name: Sulphuric Acid Trading Company, Inc.
Vendor Address: 3710 Corporex Park Drive, Suite 205, Tampa, LF 33619
Contact: Brent Shonka, General Manager
Phone: 800-633-1358 Fax: 813-225-1001
Cell/Pager: _____ Email Address: satco@satcoinc.net
Website: _____ FEIN: 59-3424337

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: 4/2/19 Resolution/Agenda Item No.: 2019/034
Insurance Required: Yes X No _____
Performance Bond Required: Yes _____ No X

SECTION #3 LEAD AGENCY

Agency Name: City of Deerfield Beach
Agency Address: 401 SW 4th Street, Deerfield Beach, FL 33441
Agency Contact: Paul Collette, Buyer Email pcollette@deerfield-beach.com
Telephone: 954-480-4418 Fax: 954-480-4388



March 20, 2019

SENT VIA E-MAIL

Brent Shonka, General Manager
Sulphuric Acid Trading Company, Inc.
3710 Corporex Park Drive, Suite 205
Tampa, FL 33619

RE: Sulfuric Acid 93% for Water Treatment Plant Operations
ITB #2018-19/22

Dear Mr. Shonka,

As you know, you will be recommended for award of the referenced ITB at the City Commission meeting scheduled for April 2, 2019. In order to expedite the Contract execution, please provide the following to the Purchasing and Contract Administration Division within ten (10) days of receipt of this letter, in accordance with ITB #2018-19/22.

- Two (2) Original Signed Contracts.
- Certificate of Insurance naming the City of Deerfield Beach, 150 NE 2nd Avenue, Deerfield Beach 33441 as certificate holder and additional insured.

Once received and approved for form, the Contract will be fully executed by the City Manager. The City will send you the Purchase Order and one (1) original fully executed Contract.

Should you have any questions, please call me at (954) 480-4418.

Sincerely,

Paul Collette
Buyer

Enclosures: Two (2) Original Contracts

c: Ivelsa Guzman, Purchasing Manager

5

RESOLUTION NO. 2019/034

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #2018-19/22 FOR SULFURIC ACID 93% FOR WATER TREATMENT PLANT OPERATIONS TO SULPHURIC ACID TRADING COMPANY ("SATC"), INC. FOR AN ANNUAL COST OF \$131,400.00; AUTHORIZING THE EXECUTION OF AN AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Purchasing and Contract Administration Division issued an Invitation to Bid for Sulphuric Acid 93%, ITB #2018-19/22 (the "ITB"), with the City acting as the lead agency on behalf of the Southeast Florida Governmental Purchasing Group; and

WHEREAS, the ITB was advertised in the legal notices section of the Sun-Sentinel on February 22, 2019, and the notice was also sent to thirty-three prospective Offerors via the e-Procurement Marketplace; and

WHEREAS, three (3) vendors viewed the ITB documents; and

WHEREAS, on March 7, 2019 at 2:00 p.m. EST, the Purchasing and Contract Administration Division (the "Division") closed and unsealed two (2) responses which were reviewed by the Division to ensure the responses met the ITB requirements; and

WHEREAS, the bid submittals were reviewed by both the Division and Environmental Services, and concluded that SATC met all the requirements for the ITB and was the lowest, responsive, responsible bid; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to SATC and authorize execution of a contract for the ITB.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the award of ITB #2018-19/22 for Sulphuric Acid 93% to the SATC.

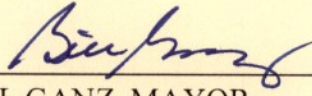
Section 3. The City Manager is hereby authorized to execute a three (3) year contract with SATC consistent with the terms and conditions of the ITB and in amounts not to exceed \$131,400, together with such non-substantial changes that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The City Manager is authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

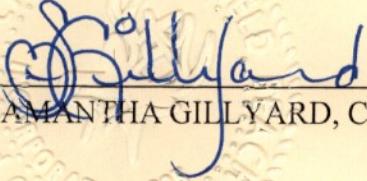
PASSED AND ADOPTED THIS 2ND DAY OF APRIL, 2019.

CITY OF DEERFIELD BEACH

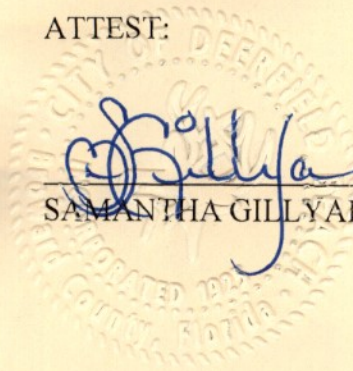


BILL GANZ, MAYOR

ATTEST:



SAMANTHA GILLYARD, CMC, CITY CLERK



CONTRACT

This CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and SULPHURIC ACID TRADING COMPANY, INC. (CONTRACTOR), as follows:

WITNESSETH:

WHEREAS, pursuant to ITB #2018-19/22 (the ITB) the CITY accepted competitive bids for Sulfuric Acid 93% for Water Treatment Plant Operations (the Product); and

WHEREAS, the Product is delineated in the ITB; and

WHEREAS, this CONTRACT, the ITB and the CONTRACTOR's Response constitute the entire CONTRACT and describe the Services to be provided; and

WHEREAS, after evaluation of price and other evaluation criteria specified in the ITB, City Staff and City Commission of the City of Deerfield Beach, Florida, has determined that the low, responsive and responsible bid was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the CONTRACT at a competitive price; and

WHEREAS, this Contract is a Co-operative Contract with the CITY and other participating Southeast Florida Governmental Purchasing Co-operative Group agencies; and

WHEREAS, the CITY has awarded the CONTRACT to CONTRACTOR for the Products on April 2, 2019, Resolution No. 2019/ 034;

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF PRODUCT

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This CONTRACT, the ITB, together with the response to the ITB of CONTRACTOR shall constitute the entire CONTRACT. The parties agree that the scope of product is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all products, deliveries, equipment, tools and tasks which are such an inseparable part of this CONTRACT described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the ITB and the CONTRACTOR'S Response to the ITB. When the terms and conditions of this CONTRACT may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this CONTRACT shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this CONTRACT contradict anything as set forth in the ITB or the response to the ITB, then the terms and conditions of this CONTRACT shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 This is a non-exclusive CONTRACT. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the products listed in the ITB, or any aspect of the products if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would modify the Products to be provided under this CONTRACT.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial CONTRACT term shall be three (3) years beginning June 1, 2019 and ending May 31, 2022. The CITY reserves the right to renew the CONTRACT for three (3) additional one (1) year terms providing all terms, conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager as set forth in the ITB. The City Manager shall execute any renewal CONTRACT.
- 2.2 In the event the CONTRACT is scheduled to end because of the expiration of the CONTRACT, the CONTRACTOR shall continue to provide the products and services upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing CONTRACT. The CONTRACTOR shall be compensated for the products and services at the rate in effect when this extension clause is invoked by the CITY.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this CONTRACT.

ARTICLE 3

COMPENSATION

- 3.1 The CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the ITB, the amounts set forth in CONTRACTOR's response for work actually performed and completed pursuant to this CONTRACT, which amount shall be accepted by CONTRACTOR as full compensation for all such work. 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 its services related to this CONTRACT. This 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. No amount shall be paid to CONTRACTOR to reimburse its expenses.
- 3.2 The CONTRACTOR and the CITY shall abide by the Florida Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4

TERMINATION OR SUSPENSION

- 4.1 This CONTRACT may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This CONTRACT may also be terminated by the City Manager 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 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.

- 4.2 This CONTRACT 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 provide the specified products and services; or failure to continuously perform the services in a manner calculated to meet or accomplish the objectives as set forth in this CONTRACT. The termination date shall be no more than ten (10) days after the date of such written notice.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this CONTRACT except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this CONTRACT.
- 4.4 In the event this CONTRACT is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the CONTRACT through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that 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 CONTRACT for convenience.
- 4.5 In the event this CONTRACT is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.
- 4.6 Should at any time during the term of this CONTRACT, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this CONTRACT, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
 - 4.6.1 In the event a CONTRACTOR is terminated, the City may assign the CONTRACT to another CONTRACTOR, or seek a new CONTRACTOR, until the CONTRACT is re-let, or until the end of the CONTRACT term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5

EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this CONTRACT, the solicitation for or purchase of goods or services relating to this CONTRACT, or in subcontracting work in the performance of this CONTRACT. CONTRACTOR shall include the foregoing or similar language in its CONTRACTs with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with

the foregoing requirements is a material breach of this CONTRACT, which may result in the termination of this CONTRACT or such other remedy as CITY deems appropriate.

- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this CONTRACT. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6

MISCELLANEOUS

6.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this CONTRACT are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this CONTRACT, 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 CONTRACT Administrator within seven (7) days of termination of this CONTRACT by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

6.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its 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 its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, 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 Contract. 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 Act is applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency 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. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- e. If CONTRACTOR does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. 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 its subcontractors to agree to the requirements and obligations of this Section 6.2.

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 (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

- 6.3 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the CONTRACTOR or disputes between City staff and the CONTRACTOR are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

- 6.4 THIRD PARTY BENEFICIARIES
Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this CONTRACT. Therefore, the parties agree that there are no third-party beneficiaries to this CONTRACT and that no third party shall be entitled to assert a right or claim against either of them based upon this CONTRACT.

6.5 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

Brent Shonka
3710 Corporex Park Drive
Suite 205
Tampa, FL 33619

6.6 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-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 CONTRACT and that each is, therefore, a material term hereof.

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

6.7 SEVERANCE

In the event a portion of this CONTRACT is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this CONTRACT. An election to terminate this CONTRACT based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.8 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this CONTRACT and acknowledge that the preparation of this CONTRACT has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this CONTRACT shall be interpreted as to its fair meaning and not strictly for or against any party.

6.9 WAIVER OF JURY TRIAL

By entering into this CONTRACT, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this CONTRACT.

6.10 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 CONTRACT and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

6.11 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, CONTRACTs, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, CONTRACT, or understanding concerning the subject matter of this CONTRACT 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 CONTRACT, whether oral or written.

6.12 REPRESENTATION OF AUTHORITY

Each individual executing this CONTRACT on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this CONTRACT, duly authorized by all necessary and appropriate action to execute this CONTRACT on behalf of such party and does so with full legal authority.

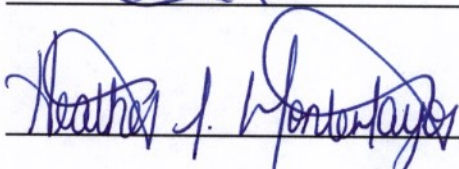
6.13 MULTIPLE ORIGINALS

Multiple copies of this CONTRACT may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

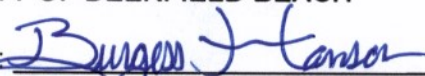
IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:



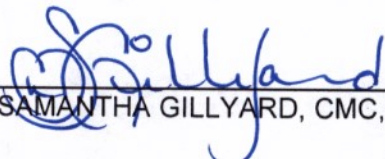


CITY OF DEERFIELD BEACH

By: 
BURGESS HANSON, CITY MANAGER

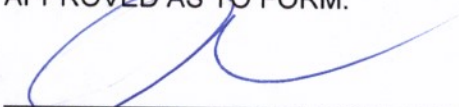
Date: 4/4/19

ATTEST:



SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:



ANDREW S. MAURODIS, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE INCORPORATED OR NON-INCORPORATED FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

Paula Bahr

(Secretary)
Treasurer

(Corporate Seal)

Sulphuric Acid Trading Company, Inc.

(Name of Corporation)

By

Brent Shonka

(Signature)

Brent Shonka, General Manager

(Type Name/Title Signed Above)

22 day of March, 2019.

[If non-incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By

(Signature)

(Type Name Signed Above)

____ day of _____, 20____.

CITY REQUIRES TWO (2) FULLY-EXECUTED CONTRACTS FOR DISTRIBUTION.

1	Sulfuric Acid 93% for Water Treatment Plant Operations as per bid documents.				
Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
					Price quoted is for single point delivery, with one hour free unloading time followed by detention billed at \$45.00 per half hour thereafter. If tractor air is required a \$25.00 charge will be applied. If a load is required to be split into different tanks a \$90.00 charge would apply. Holiday deliveries - \$250.00 fee per load (includes: Thanksgiving, Christmas Eve, Christmas Day, New Years Day, Easter, Independence Day).
Sulphuric Acid Trading Company, Inc.	15,606	ton	\$180.00	\$2,809,080.00	
Shrieve Chemical	15,606	ton	\$183.50	\$2,863,701.00	

	Product Offered and Manufacturer Name.	
Supplier		
Sulphuric Acid Trading Company, Inc.	NSF Certified, 93% Sulfuric Acid	
Shrieve Chemical	MOSAIC Fertilizer	

	Percentage H2SO4.	
Supplier		
Sulphuric Acid Trading Company, Inc.	93.85%	
Shrieve Chemical	93%	

	Minimum Percentage of Sulfuric Acid.	
Supplier		
Sulphuric Acid Trading Company, Inc.	93.20%	
Shrieve Chemical	93.20%	

	Average Percentage of Sulfuric Acid.	
Supplier		
Sulphuric Acid Trading Company, Inc.	93.50%	
Shrieve Chemical	93.60%	

	Specific Gravity at 60 degrees Fahrenheit.	
Supplier		
Sulphuric Acid Trading Company, Inc.	1.8366	
Shrieve Chemical	1.835	

Product Weight (pounds per gallon).		
Supplier		
Sulphuric Acid Trading Company, Inc.	15.3	
Shrieve Chemical	15.3	
Iron as Fe (ppm).		
Supplier		
Sulphuric Acid Trading Company, Inc.	25	
Shrieve Chemical	20	
Minimum Order Requirement in Tons.		
Supplier		
Sulphuric Acid Trading Company, Inc.	24	
Shrieve Chemical	24	
Delivery Time after Receipt of Order in Calendar Days.		
Supplier		
Sulphuric Acid Trading Company, Inc.	1	
Shrieve Chemical	1	
Index Used for Price Adjustments.		
Supplier		
Sulphuric Acid Trading Company, Inc.	Producer Price Index	
Shrieve Chemical	Green Markets, Sulfur Postings, Recovered LT, Tampa c Contract	
State Telephone Number for Placement of Orders.		
Supplier		
Sulphuric Acid Trading Company, Inc.	800-633-1358	
Shrieve Chemical	281-367-4226	
State E-mail Address for Placement of Orders		
Supplier		
Sulphuric Acid Trading Company, Inc.	kbain@satcoinc.net	
Shrieve Chemical	cbertalotto@shrieve.com	
State Telephone Number for Emergency Contact after Regular Business Hours.		
Supplier		
Sulphuric Acid Trading Company, Inc.	800-633-1358	
Shrieve Chemical	281-367-4226	



2018-19/22
Sulphuric Acid Trading Company, Inc.
Supplier Response

Event Information

Number: 2018-19/22
Title: Sulfuric Acid 93% for Water Treatment Plant Operations
Type: Invitation to Bid
Issue Date: 2/22/2019
Deadline: 3/7/2019 02:00 PM (ET)
Notes: The City of Deerfield Beach is requesting sealed bids for Sulfuric Acid 93% for Water Treatment Operations in accordance with the terms, conditions, and specifications within this solicitation.

Contact Information

Contact: Paul Collette, Buyer
Address: 401 SW 4th Street

Purchasing and Contract Administration Division

A

2nd

Deerfield Beach, FL 33441

Phone: (954) 480-4418

Fax: (954) 480-4388

Email: pcollette@deerfield-beach.com

Sulphuric Acid Trading Company, Inc. Information

Contact: Brent Shonka
Address: 3710 Corporex Park Drive
Suite 205
Tampa, FL 33619
Phone: (813) 225-2000
Fax: (813) 225-1001
Toll Free: (800) 633-1358
Email: satco@satcoinc.net

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Brent Shonka

Signature

satco@satcoinc.net

Email

Submitted at 3/7/2019 11:31:53 AM

Supplier Note

See page 10 of bid document "Supplier Notes". Uploaded under response attachments.

Requested Attachments

Certification of Product

NSF Product Listing 2019.pdf

Offerors shall submit with their Response Attachments proof of certification that the product offered conforms to NSF Standard 60 per the State of Florida Administrative Code.

Certified Laboratory Tests

Certified Laboratory Test.pdf

Offerors shall submit with their Response Attachments a certified laboratory tests within the past six (6) months to substantiate minimum and average figures, along with a typical analysis of the Sulfuric Acid 93% product offered listing all impurities.

Detailed Technical Product Specifications

QD073 SATCO Spec 93%-95%.pdf

Offerors shall submit with their Response Attachments detailed technical product specifications for the product offered.

Material Safety Data Sheet (MSDS)

QD078 SATCO GHS SDS .pdf

Offerors shall submit with their Response Attachments applicable Material Safety Data Sheet (MSDS) for the product(s) offered.

Proof of Insurability

SATCO COI Liability-Auto Evidence of Insurance 2018-2019.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in INSURANCE REQUIREMENTS. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Local Business Tax Receipt

City Tampa Business thru 9.30.2019.pdf

Submit a copy of your firms local business tax receipt for the principal place of business.

Certified Business Entity (CBE) Certification, if applicable

No response

Submit a copy of your firms CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 20.

Attachment A - References

1922_Attachment_A_-_References.docx

Offerors shall complete this form and provide it with their Response Attachments.

W-9 Form

SATCO W-9.pdf

Submit a copy of your firms W-9 Form.

Response Attachments

SATCO BOD GM Authorization.pdf

GM approval to sign bids and contracts.

Hills Co Business Tax 2018-2019.pdf

Hillsborough County Business License

Supplier Information - SATCO.pdf

Page 10 - Supplier Information

Bid Attributes

1 Drug-Free Workplace Programs

Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Yes

2 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

Vendor Indemnifies City

3 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirment, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirment.

Non-Collusion Affirmed

4 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

Affirmed

5 Local Vendor Affirmation

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a local vendor.

6 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a Disadvantaged Business Entity

7 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Not Applicable

8 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

9 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

Brent Shonka, General Manager

10 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

11 Former Business Names

Under what other former names has your organization or principals holding at least 30% interest operated?

None

12 Years of Experience

How many years has your company been in business providing the products and services that are subject to this solicitation?

30

1 3	References Please confirm you have provided your references on the attached reference sheet. References will be checked and complete and accurate contact information is required. Provided
1 4	Licenses and Certifications I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals. Yes
1 5	Default and Non-Performance History Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details. No
1 6	Criminal Litigation History Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details? No
1 7	Conflicts of Interest Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business. No

Bid Lines

1	Sulfuric Acid 93% for Water Treatment Plant Operations as per bid documents. Quantity: <u>15606</u> UOM: <u>ton</u> Unit Price: \$180.00 Total: \$2,809,080.00 Item Notes: Quantity is estimated and based on previous annual usage for all Co-Op Agencies listed under the Attachments Tab, Exhibit A - Participating Agencies. Item Attributes 1. Product Offered and Manufacturer Name. NSF Certified, 93% Sulfuric Acid 2. Percentage H2SO4. 93.85% 3. Minimum Percentage of Sulfuric Acid. 93.2% 4. Average Percentage of Sulfuric Acid. 93.5%
----------	--

5. Specific Gravity at 60 degrees Fahrenheit.

1.8366

6. Product Weight (pounds per gallon).

15.3

7. Iron as Fe (ppm).

25

8. Minimum Order Requirement in Tons.

24

9. Delivery time after receipt of order in calendar days.

1

10. Index Used for Price Adjustments

Offeror shall state the Index used for price adjustments (Producer Price Index - Commodities (PPI) for Chemicals and Allied Products, Sulfuric Acid (Commodity Code 0613020T1) or (Green Markets, Sulfur Postings, Recovered LT, Tampa c Contract).

Producer Price Index

11. State telephopne number for placement of orders.

(800) 633-1358

12. State e-mail address for placement of orders.

kbain@satcoinc.net

13. State telephone number for emergency contact after regular business hours.

(800) 633-1358

Response Total: \$2,809,080.00

Sulphuric Acid Specification

<u>Property</u>	<u>Unit</u>	<u>Guaranteed</u>
H ₂ SO ₄	%	93.2 min.
	%	95.5 max
Specific Gravity at 60 °F		1.84

<u>Property</u>	<u>Unit</u>	<u>Typical*</u>
Clarity @ 500 NM	%	> 70
Color	APHA	< 50
Turbidity	NTU	< 60
Iron	ppm	< 50
Sulphur Dioxide (SO ₂)	ppm	< 50
Nitrogen Oxides (NO ₃)	ppm	< 10
Mercury	ppm	< 0.5
Arsenic	ppm	< 2

**Typical values are analyzed on a quarterly basis. These properties are listed for reference and are not guaranteed.*

Produced sulphuric acid is normally a clear and particle free product. Transportation and handling equipment (pumps, storage tanks, truck trailers, rail cars etc.) generate particulates that could be visible in the sulphuric acid. For process or applications that require particle free product, acid filtration equipment is recommended.

SATCO, Inc. is NSF/ANSI Standard 60 Certified and Registered to ISO 9001.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, January 07, 2019** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=0F460&Standard=060&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Sulphuric Acid Trading Company, Inc. (SATCO)

3710 Corporex Park Drive

Suite 205

Tampa, FL 33619

United States

800-633-1358

813-225-2000

Facility : Mulberry, FL

Sulfuric Acid

Trade Designation

Sulfuric Acid

Product Function

Corrosion & Scale Control
pH Adjustment

Max Use

50mg/L

Sulphuric Acid

Corrosion & Scale Control
pH Adjustment

50mg/L

Facility : Tampa, FL

Sulfuric Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sulfuric Acid	Corrosion & Scale Control pH Adjustment	50mg/L
Sulphuric Acid	Corrosion & Scale Control pH Adjustment	50mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1
Number of matching Products is 4
Processing time was 0 seconds

IAC Tampa

3904 Corporex Park Dr., St.145

Tampa, Florida 33619 United States of America

T: 813-246-5115

F: 813-246-9042



BUREAU
VERITAS

Certificate of Analysis

Vessel / Shore Tank: Chem Polaris
Product: Sulfuric Acid
Client Reference: None
Terminal / Port / Office: Satco
Job ID: USTAM-18-00663
Submission ID: 018-1800564
Comments :

Sample Submitted By: IAC Tampa
Analysis Performed By: IAC Tampa
Date Sampled: 09-Dec-2018
Date Received: 10-Dec-2018
Date Reported: 10-Dec-2018

Tank 5		
018-1800564-01-003		Running
Method	Test	Results
ASTM E223	Assay , Wt %	93.46
ASTM D4052	Specific Gravity @ 15.56 °C	1.8361

For Inspectorate

Jamilur Rahman, Lab Technician



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2019

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 have ADDITIONAL INSURED provisions or 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 Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Sulphuric Acid Trading Company, Inc. 3710 Corporex Park Drive Suite 205 Tampa, FL 33619	INSURER(S) AFFORDING COVERAGE	
CN103177417-SATCO-ACORD-18-	INSURER A: National Union Fire Insurance Co. of Pittsburgh, PA	NAIC # 19445
	INSURER B: Mitsui Sumitomo Insurance USA Inc	22551
	INSURER C: N/A	N/A
	INSURER D: Illinois Union Insurance Co	27960
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

NYC-010626771-02

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		45780547	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BVR8302070	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 25,000			See Acord 101	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	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	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	POLLUTION LIABILITY SIR: \$100,000			G24883930 006	09/30/2016	09/30/2019	Each Occurrence 10,000,000 Aggregate 10,000,000

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

City of Deerfield Beach and City of Deerfield Beach Commission is included as additional insured where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

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
of Marsh USA Inc.

Stan Schiff

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN103177417

LOC #: New York



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED Sulphuric Acid Trading Company, Inc. 3710 Corporex Park Drive Suite 205 Tampa, FL 33619	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Bumbershoot Liabilities

Policy No.: 045780550

Carrier: National Union Fire Insurance Company of Pittsburgh, PA

Limit: 50%

Policy No.: NYABDE5002

Carrier: Liberty Mutual Insurance Company

Limit: 25%

Policy No.: OLM2510005

Carrier: Mitsui Sumitomo Insurance Company of America

Limit: 25%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2019

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 have **ADDITIONAL INSURED** provisions or 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 Liberty Mutual Insurance Co. National Insurance East
2000 Westwood Dr.
Wausau, WI 54401

www.LibertyMutual.com

CONTACT

NAME:

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL

ADDRESS: CMeCertProduction@LibertyMutual.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Liberty Mutual Fire Insurance Company

23035

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Landrum Human Resource Companies, Inc., Etal
6723 Plantation Road
Pensacola FL 32504-0698

COVERAGES

CERTIFICATE NUMBER: 47777911

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COM/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS ONLY						\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	☐ CLAIMS-MADE						\$
	DED						
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		WA2-65D-428303-069	1/1/2019	1/1/2020	☒ PER STATUTE ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC2-651-291281-169	1/1/2019	1/1/2020	E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Workers Compensation coverage for Employees leased to but not subcontractors of Sulphuric Acid Trading Company, Inc.
Waiver of subrogation is included in favor of the certificate holder, where required by written contract, and where applicable by law.

CERTIFICATE HOLDER**CANCELLATION**

City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach FL 33441

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

Roberta Johnson

© 1988-2015 ACORD CORPORATION. All rights reserved.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

Approve resolution to enter into a second renewal for water meter reading and meter replacement services with U.S. Water Services Corporation.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

DFA-19-033 US Water Agreement for Meter Reading Services-Second Renewal, R-2019- U.S. Water Services Second 2-Year Renewal of Agreement for Meter Reading Services, Exhibit A - U.S. Water Services Corp. 1st 2-year Renewal of Meter Readin..., Exhibit B - U.S. Water Services Corporation First Amendment to Agreement..., R-2019- U.S. Water Services Second 2-Year Renewal of Agreement for Meter Reading Services Exhibit C, Exhibit D Dania Beach Schedule of Services A&B Aug 18 effective date



CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

DATE: July 30, 2019

TO: The Honorable Mayor and Commissioners

VIA: Ana M. Garcia, City Manager, ICMA- CM DFA-19-033

FROM: Nicki Satterfield, Finance Director

RE: Second Two (2) Year Renewal Agreement U.S Water Services Corporation

Request

The City is requesting to exercise the second renewal option with U.S. Water Corporation for meter reading and meter replacement services for an additional two (2) year period. The City and the contractor have mutually agreed, and are seeking to exercise the second two (2) year renewal option.

Background

In January 2016, the City competitively bid, under Dania Beach RFP 16-001, the annual meter reading services for the City of Dania Beach. The City Commission subsequently awarded the bid to U.S. Water Services Corporation in April 2016.

The initial agreement was for a one (1) year period with an option to renew for two (2) additional two (2) year periods. The first two (2) year renewal was exercised in August 2017 through August 2019. The City is satisfied with the current services provided by U.S. Water Services Corporation. The contractor staff is extremely professional and the firm has provided reliable services to the City, particularly when the City was experience vacancies due to staff absences as a result of retirement and worker's compensation absences. The firm has also been an instrumental and valuable partner with the City assisting with the much needed meter replacement program replacing nearly 1,172 since the inception of the contract.

Budgetary Impact

Funding is budgeted annually and appropriated in the Water Fund Finance Distribution Division Account No. 401-17-05-533-34-10. The contract expenditures are estimated at \$75,000-\$85,000 annually.

Recommendation

Finance recommends approval of the final two (2) year renewal option.

RESOLUTION NO. 2019-072

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE SECOND RENEWAL OF AN EXISTING AGREEMENT FOR AN ADDITIONAL TWO (2) YEAR PERIOD WITH U.S. WATER SERVICES CORPORATION RELATING TO THE CITY'S METER READING CONTRACT, WHICH WILL EXCEED AN ANNUAL SINGLE VENDOR AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), WITH PURCHASE COSTS BEING LIMITED TO AND PAID FROM APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Commission approved Resolution No. 2016-024 to award the Meter Reading Contract to U.S. Water Services Corporation which was competitively bid pursuant to City of Dania Beach RFP 16-001; and

WHEREAS, the initial agreement provides for two (2) year renewals; and

WHEREAS, the City Commission approved the first renewal option on June 13, 2017, which expires on August 2, 2019, attached as Exhibit "A" and made a part of and incorporated into this Resolution by this reference; and

WHEREAS, the original agreement was amended June 29, 2017, attached as Exhibit "B" and made a part of and incorporated into this Resolution by this reference, to reflect the increase in cost due to the increased number of meter installations throughout the City; and

WHEREAS, the initial Agreement for subsequent renewals for the requested services is subject to the approval of the City and U.S. Water Services Corporation; and

WHEREAS, both the parties have mutually agreed to continue the existing services for the second two (2) year renewal period, which Renewal is attached as Exhibit "C" and made a part of and incorporated into this Resolution by this reference, with all terms and conditions to remain the same other than certain rate changes which are described in the "Schedule of Service Fees", which document is attached as Exhibit "D" and made a part of and incorporated into this Resolution by this reference;

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

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

Section 2. That the City Commission authorizes the proper City officials to execute the Second Renewal to the Agreement, which Renewal is attached as Exhibit “C” and made a part of and incorporated into this Resolution by this reference, in an amount that will exceed the annual vendor threshold of Twenty-Five Thousand Dollars (\$25,000.00) each fiscal year the contract is in place; provided, however, that no Agreement will become effective unless and until City officials complete their execution of it.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to such Renewal Agreement as are deemed necessary and proper and in the best interests of the City.

Section 4. That funding for these services shall be subject to and made within the Water Department approved level of its respective annual budget appropriations.

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 passage and adoption.

PASSED AND ADOPTED on July 30, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

THOMAS J. ANSBRO
CITY ATTORNEY

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

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

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

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

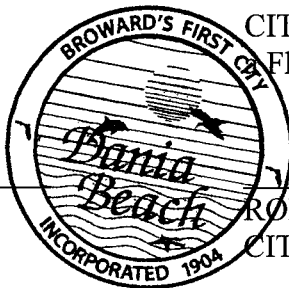
IN WITNESS OF THE FOREGOING, the parties have executed this Renewal on JUNE 29, 2017.

CITY:

ATTEST:



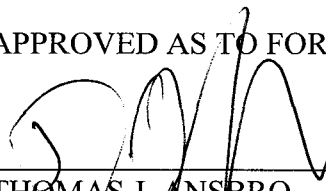
LOUISE STILSON, CMC
CITY CLERK



CITY OF DANIA BEACH, FLORIDA,
Florida municipal corporation

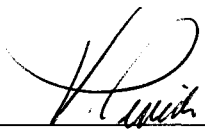

ROBERT BALDWIN
CITY MANAGER

APPROVED AS TO FORM AND CORRECTNESS:


THOMAS J. ANSBRO
CITY ATTORNEY


Colin Donnelly
Asst. City Manager

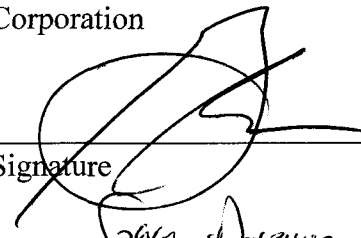
WITNESSES:


Signature
Victoria Penick
PRINT Name


Signature
Carl Smith
PRINT Name

CONTRACTOR:

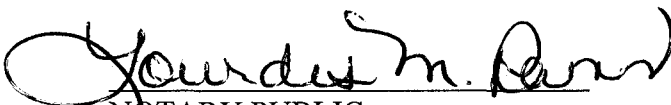
U.S. Water Services Corporation, a Florida Corporation


Signature
Gary Deremer
PRINT Name
Pres
TITLE

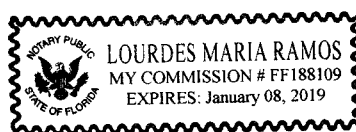
STATE OF FLORIDA

COUNTY OF Pasco

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


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

My Commission Expires:



AGREEMENT

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

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

ARTICLE 1.0 **SERVICES AND RESPONSIBILITIES**

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

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

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

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

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

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

ARTICLE 2.0
TERMS AND CONDITIONS

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

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

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

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

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

ARTICLE 3.0
COMPENSATION AND METHOD OF PAYMENT

3.1 The Contractor will be compensated on a monthly basis.

3.2 Payment will be made to Contractor at:

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

ARTICLE 4.0
CHANGES IN SCOPE OF WORK

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

ARTICLE 5.0
PROTECTION OF CITY'S PROPERTY

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

ARTICLE 6.0
INDEMNIFICATION

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

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

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

ARTICLE 7.0
INSURANCE

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

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

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

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

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

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8.0
INDEPENDENT CONTRACTOR

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

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

ARTICLE 9.0

DEFAULT OF AGREEMENT AND REMEDIES

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

ARTICLE 10.0

BANKRUPTCY

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

ARTICLE 11.0

DISPUTE RESOLUTION

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

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

ARTICLE 12.0
PUBLIC RECORDS LAW

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

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

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

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

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

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

Section 119.0701(2)(a), Florida Statutes

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

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

ARTICLE 13.0
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

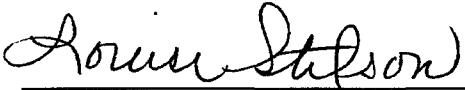
13.9 Extent of Agreement. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

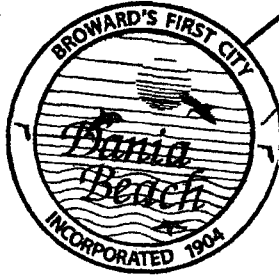
13.10 Waiver. Failure of the City to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full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

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

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

ATTEST:


LOUISE STILSON, CMC
CITY CLERK

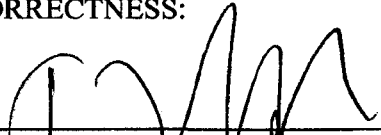


CITY:
CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation


MARCO A. SALVINO
MAYOR


ROBERT BALDWIN
CITY MANAGER

APPROVED FOR FORM AND
CORRECTNESS:


THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

[Signature]
Signature

Leander W. Faber
PRINT Name

[Signature]
Signature

Leander W. Faber
PRINT Name

CONTRACTOR:

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

[Signature]
Signature

DAVID B. SCHULTZ
PRINT Name

SEVP & COO
Title

STATE OF FLORIDA
COUNTY OF Pasco

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

[Signature]
NOTARY PUBLIC
State of Florida

My Commission Expires: 10-29-2016

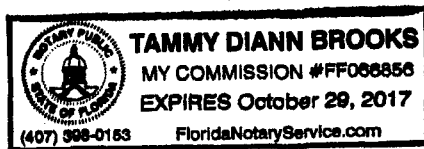


Exhibit "A"
Schedule of Service Fees

Effective May 2016

Meter Reading Services:

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

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

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

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

Exhibit "B"
Schedule of Service Fees

Effective May 2016

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2015

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

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

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

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

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

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

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

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

Attn: Project Manager

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

L039971



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2016

PRODUCER

888-494-9844

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

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: ARCH INSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED

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

COVERAGES

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ARCH INSURANCE COMPANY

ENDORSEMENT NO. _____

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

WATER DISTRICTS INSURANCE PROGRAM - LIABILITY COVERAGE

Additional Premium: INCLUDED

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

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

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

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

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

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

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

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

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

ARCH INSURANCE COMPANY

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

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AUTHORIZED REPRESENTATIVE

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following.

BUSINESS AUTO COVERAGE FORM

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

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

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

SCHEDULE

Name and Address of Additional Insured:

BLANKET ADDITIONAL INSURED

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: GWPKG0077210

Named Insured: U.S. WATER SERVICES CORPORATION

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Section G: General Conditions

5. Other Insurance:

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

The Third Party to whom this endorsement applies:

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

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

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number: GWPKG0077210

Named Insured: U.S. WATER SERVICES CORPORATION

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

Endorsement Effective Date: 11-30-15

EXHIBIT "B"

Schedule of Service Fees

Effective August 2017

Meter Reading Services:

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

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

- | | |
|---------------------------------------|--------------------|
| a. Mass Turn off: | \$ 3.61 per event |
| b. Mass Turn on: | \$ 3.61 per event |
| c. Check Leak: | \$ 5.67 per event |
| d. Meter Box Lid Replace: (5/8"-1"): | \$ 8.76 per event |
| e. Lid and Box Replace: 5/8" – 1"): | \$ 12.88 per event |
| f. Meter Change out: (5/8" – 1"): | \$ 8.76 per event |
| g. Meter and Box/Lid: (5/8" – 1"): | \$ 15.45 per event |
| h. Site Evaluation: | \$ 5.15 per event |
- Above Field Service Prices in Schedule A are only applicable between the City of Dania Beach, Florida as it relates solely to the Meter Reading Contract and that the Field Services performed will be by the USWSC staff member assigned to and in conjunction with performing meter reading services as defined within the Contract.
 - Any Field services conducted by USWSC staff who are not assigned to this project or by staff assigned who are not currently on-site within the Dania Beach system will be priced at the rates found in Schedule B.
 - Field Services are based on events being conducted during the normal business hours – Monday through Friday 7:30 am – 5:00 pm.
 - "Mass" is defined as events are conducted during the normal course of "past due" shut offs/turns due to lack of payment by customers. Utilities have scheduled "shut-off days" that are consistently performed each month/quarter. Turn on/off conducted as a "one-off situation would be priced at the "site Evaluation" price per event.

EXHIBIT "B" (cont.)

Schedule of Service Fees

Effective August 2017

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

Attn: Attn: Project Manager

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

AUTHORIZED REPRESENTATIVE

L039971



CERTIFICATE OF LIABILITY INSURANCE

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

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

COVERAGES

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Louis Morrison

ARCH INSURANCE COMPANY

ENDORSEMENT NO. _____

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

WATER DISTRICTS INSURANCE PROGRAM – LIABILITY COVERAGE

Additional Premium: INCLUDED

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

ARCH INSURANCE COMPANY

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

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AUTHORIZED REPRESENTATIVE

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following.

BUSINESS AUTO COVERAGE FORM

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

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

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

SCHEDULE

Name and Address of Additional Insured:

BLANKET ADDITIONAL INSURED

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: GWPKG0077211

Named Insured: U.S. WATER SERVICES CORPORATION

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Section G: General Conditions

5. Other Insurance:

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

The Third Party to whom this endorsement applies:

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

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

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number: GWPKG0077211

Named Insured: U.S. WATER SERVICES CORPORATION

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

Endorsement Effective Date: 11/30/16

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

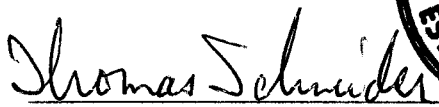
This is a First Amendment (the "Amendment") to an Agreement (the "Agreement") dated June 29, 2017, and existing between the City of Dania Beach, Florida, a Florida municipal corporation ("City"), and U.S. Water Services Corporation., a Florida corporation (the "Contractor"), with its principal place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

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

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

IN WITNESS OF THE FOREGOING, the parties have executed this Amendment effective as of August 28, 2018.

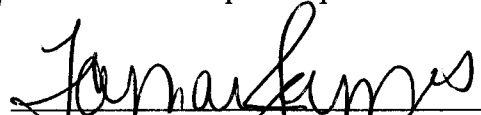
ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK

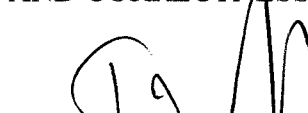


CITY:

CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation


TAMARA JAMES
MAYOR

APPROVED FOR FORM
AND CORRECTNESS:


THOMAS J. ANSBRO
CITY ATTORNEY


ROBERT BALDWIN
CITY MANAGER

WITNESSES:

Kaycee Rupe
Signature

Kaycee Rupe
PRINT Name

Ralph Amiot
Signature

Ralph Amiot
PRINT Name

CONTRACTOR:

U.S. WATER SERVICES
CORPORATION, a Florida Corporation

Edward Mitchell
Signature

Edward Mitchell
PRINT Name

General Manager
Title

STATE OF FLORIDA

COUNTY OF PASCO

BEFORE me on August 21st, 2018, personally appeared Edward Mitchell as General Manager of U.S. Water Services Corporation, a Florida corporation, who acknowledged execution of the foregoing Agreement for the use and purposes mentioned in it, and that the instrument is the act and deed of the Contractor. Such person is personally known to me or produced _____ as identification.



TODD J. SHETTERLY
MY COMMISSION # FF 941179
EXPIRES: December 6, 2019
Bonded Thru Budget Notary Services

Todd J. Shetterly
NOTARY PUBLIC

State of Florida

Todd J. Shetterly
PRINT Name of Notary

My Commission Expires:

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

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

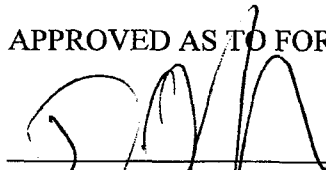
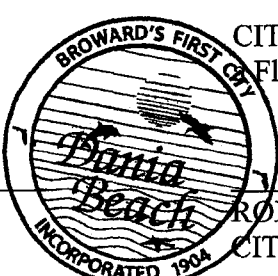
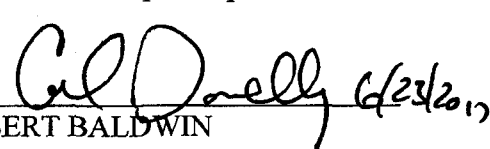
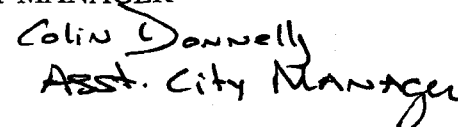
In consideration of the mutual covenants, terms and conditions contained in the Agreement and in this Renewal of it, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

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

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

CITY:

ATTEST:

 LOUISE STILSON, CMC CITY CLERK  THOMAS J. ANSBROSIO CITY ATTORNEY		CITY OF DANIA BEACH, FLORIDA, Florida municipal corporation  ROBERT BALDWIN CITY MANAGER  Colin Donnelly Asst. City Manager
--	---	--

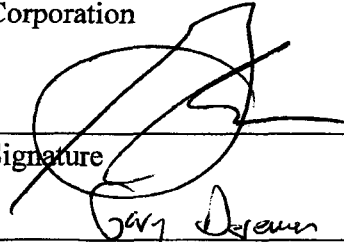
WITNESSES:


Signature
Victoria Penick
PRINT Name


Signature
CARL Smith
PRINT Name

CONTRACTOR:

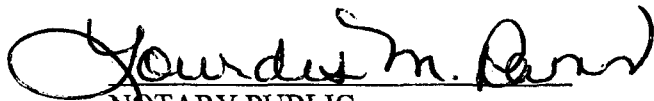
U.S. Water Services Corporation, a Florida Corporation


Signature
Gary Deremer
PRINT Name
Pics
TITLE

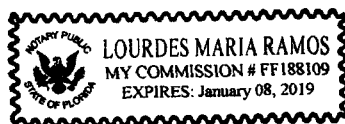
STATE OF FLORIDA

COUNTY OF Pasco

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


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

My Commission Expires:



AGREEMENT

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

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

ARTICLE 1.0 **SERVICES AND RESPONSIBILITIES**

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

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

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

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

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

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

ARTICLE 2.0
TERMS AND CONDITIONS

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

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

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

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

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

ARTICLE 3.0
COMPENSATION AND METHOD OF PAYMENT

3.1 The Contractor will be compensated on a monthly basis.

3.2 Payment will be made to Contractor at:

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

ARTICLE 4.0
CHANGES IN SCOPE OF WORK

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

ARTICLE 5.0
PROTECTION OF CITY'S PROPERTY

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

ARTICLE 6.0
INDEMNIFICATION

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

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

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

ARTICLE 7.0
INSURANCE

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

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

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

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

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

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8.0
INDEPENDENT CONTRACTOR

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

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

ARTICLE 9.0

DEFAULT OF AGREEMENT AND REMEDIES

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

ARTICLE 10.0

BANKRUPTCY

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

ARTICLE 11.0

DISPUTE RESOLUTION

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

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

ARTICLE 12.0
PUBLIC RECORDS LAW

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

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

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

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

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

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

Section 119.0701(2)(a), Florida Statutes

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

Custodian of Records:
Mailing Address:

LOUISE STILSON, CITY CLERK
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number:

954-924-9800, Ext. 3623

Email:

lstilson@ci.dania-beach.fl.us

ARTICLE 13.0
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

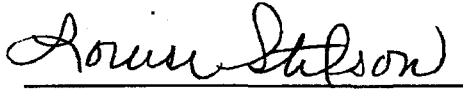
13.9 Extent of Agreement. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

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

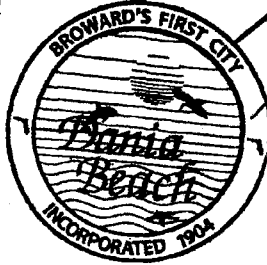
13.11 Conflict. In the event there is a conflict between any of the terms in any of the documents contained in any Exhibit to this Agreement or the RFP, and any terms of this Agreement, the terms of this Agreement shall prevail.

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

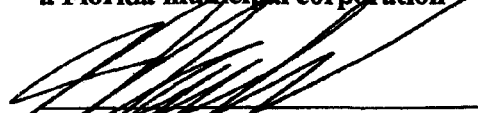
ATTEST:



LOUISE STILSON, CMC
CITY CLERK



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

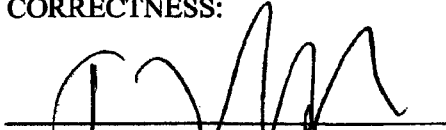


MARCO A. SALVINO
MAYOR



ROBERT BALDWIN
CITY MANAGER

APPROVED FOR FORM AND
CORRECTNESS:



THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

[Signature]
Signature

Leander W. Faber
PRINT Name

[Signature]
Signature

Leander W. Faber
PRINT Name

CONTRACTOR:

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

[Signature]
Signature

DAVID B. SCHULTZ
PRINT Name

SEVP & COO
Title

STATE OF FLORIDA
COUNTY OF Pasco

BEFORE me on July 26th, 2016, personally appeared David B. Schultz, as SEVP & COO of U.S. Water Services Corporation., a Florida corporation, who acknowledged execution of the foregoing Agreement for the use and purposes mentioned in it, and that the instrument is the act and deed of the Contractor. Such person is personally known to me or produced _____ as identification.

[Signature]
NOTARY PUBLIC
State of Florida

My Commission Expires: 10-29-2016

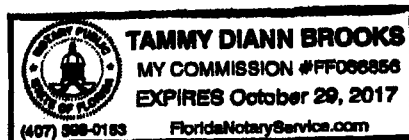


Exhibit "A"
Schedule of Service Fees

Effective May 2016

Meter Reading Services:

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

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

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

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

Exhibit "B"
Schedule of Service Fees

Effective May 2016

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2015

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

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

PRODUCER Applied Risk Services, Inc. 10825 Old Mill Rd Omaha, NE 68154 (877) 234-4420	CONTACT NAME:		
	PHONE (A/C, No, Ext): (877) 234-4420	FAX (A/C, No): (877) 234-4421	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #		
INSURED U.S. Water Services Corporation dba U.S. Water Services Corporation 4939 Cross Bayou Blvd New Port Richey, FL 34652-3434 CTL 1273 1088688	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Indemnity Co.		28258
	INSURER B:		
	INSURER C:		
	INSURER D:		
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	☐ COMMERCIAL GENERAL LIABILITY	☐	☐				EACH OCCURRENCE \$
	☐ CLAIMS MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO	☐	☐				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS						
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE	☐	☐				AGGREGATE \$
	DEDUCTIBLE						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☒ N/A ☐			73-894357-01-04	10/31/2015	10/31/2015	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒						E.L. EACH ACCIDENT \$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE-BA EMPLOYEES \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE-POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

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

Attn: Project Manager

1039971



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2016

PRODUCER

888-494-9844

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

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

INSURED

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

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: ARCH INSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Louis Morrison

ARCH INSURANCE COMPANY

ENDORSEMENT NO. _____

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

WATER DISTRICTS INSURANCE PROGRAM – LIABILITY COVERAGE

Additional Premium: INCLUDED

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

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

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

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

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

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

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

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

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

ARCH INSURANCE COMPANY

When this insurance is excess, we will have no duty under **SECTION 1 - INSURING AGREEMENT** to defend the additional insured against any "suit" if any other insurer has a duty to

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AUTHORIZED REPRESENTATIVE

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following.

BUSINESS AUTO COVERAGE FORM

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

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

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

SCHEDULE

Name and Address of Additional Insured:

BLANKET ADDITIONAL INSURED

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: GWPKG0077210

Named Insured: U.S. WATER SERVICES CORPORATION

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Section G: General Conditions

5. Other Insurance:

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

The Third Party to whom this endorsement applies:

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

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

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number: GWPKG0077210

Named Insured: U.S. WATER SERVICES CORPORATION

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

Endorsement Effective Date: 11-30-15

EXHIBIT "B"

Schedule of Service Fees

Effective August 2017

Meter Reading Services:

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

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

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

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

EXHIBIT "B" (cont.)

Schedule of Service Fees

Effective August 2017

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

Attn: Attn: Project Manager

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

AUTHORIZED REPRESENTATIVE

L039971



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2017

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

COVERAGES

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ARCH INSURANCE COMPANY

ENDORSEMENT NO. _____

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

WATER DISTRICTS INSURANCE PROGRAM – LIABILITY COVERAGE

Additional Premium: INCLUDED

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

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

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

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

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

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

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

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

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

ARCH INSURANCE COMPANY

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

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AUTHORIZED REPRESENTATIVE

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following.

BUSINESS AUTO COVERAGE FORM

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

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

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

SCHEDULE

Name and Address of Additional Insured:
BLANKET ADDITIONAL INSURED

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: GWPKG0077211

Named Insured: U.S. WATER SERVICES CORPORATION

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Section G: General Conditions

5. Other Insurance:

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

The Third Party to whom this endorsement applies:

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

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

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number: GWPKG0077211

Named Insured: U.S. WATER SERVICES CORPORATION

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

Endorsement Effective Date: 11/30/16

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

This is a Second Renewal (the "Renewal") of an Agreement, which Agreement, dated August 2, 2016 (the "Agreement"), exists between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and U.S. Water Services Corporation, a Florida corporation (the "Contractor") with its principal place of business located at 4939 Cross Bayou Boulevard, New Port Richey, Florida 34652, for water meter reading services. A copy of the existing Agreement and the First Renewal, dated June 29, 2017 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 two (2) years up to and including August 2, 2021.

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

1. That the Agreement is renewed and it shall remain in effect up to and including August 2, 2021.
2. That the terms and conditions of the Agreement will remain the same throughout the term of this Renewal of it.
3. The fees associated with this two (2) year renewal are shown in the Dania Beach Schedule of Services attached as Exhibit "B" which is made a part of and incorporated into this Renewal by this reference; subject to and made within the Water Department approved level of its respective annual budget appropriations.
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.

CITY:

ATTEST:

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

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

U.S. Water Services Corporation, a Florida Corporation

Signature

PRINT Name

TITLE

STATE OF FLORIDA

COUNTY OF _____

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

NOTARY PUBLIC
State of Florida

PRINT Name of Notary

My Commission Expires:

Schedule A

Schedule of Service Fees

Effective August 2019

Meter Reading Services:

Conduct Meter Reading for the City of Dania Beach, Florida \$1.21 per meter read

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

- | | |
|---|--------------------|
| a. Mass Turn off: | \$ 5.00 per event |
| b. Mass Turn on: | \$ 5.50 per event |
| c. Check Leak: | \$ 5.67 per event |
| d. Meter Box Lid Replace: (5/8"-1"): | \$ 8.76 per event |
| e. Meter Change out, Lid and Box Replace: 5/8" – 1"): | \$ 20.00 per event |
| f. Meter Change out: (5/8" – 1"): | \$ 15.00 per event |
| g. Meter and Box/Lid: (5/8" – 1"): | \$ 30.00 per event |
| h. Site Evaluation: | \$ 5.50 per event |
- Above Field Service Prices in Schedule A are only applicable between the City of Dania Beach, Florida as it relates solely to the Meter Reading Contract and that the Field Services performed will be by the USWSC staff member assigned to and in conjunction with performing meter reading services as defined within the Contract.
 - Any Field services conducted by USWSC staff who are not assigned to this project or by staff assigned who are not currently on-site within the Dania Beach system will be priced at the rates found in Schedule B.
 - Field Services are based on events being conducted during the normal business hours – Monday through Friday 7:30 am – 5:00 pm.
 - "Mass" is defined as events are conducted during the normal course of "past due" shut offs/turns due to lack of payment by customers. Utilities have scheduled "shut-off days" that are consistently performed each month/quarter. Turn on/off conducted as a "one-off situation would be priced at the "site Evaluation" price per event.

Schedule B

Schedule of Service Fees

Effective August 2019

- | | | |
|-----|--|--------------------|
| 1. | Project Manager | \$100.40 per hour |
| 2. | Maintenance Technician (distribution/collection) | \$ 58.36 per hour |
| 3. | Certified Back Flow Prevention Technician | \$ 85.00 per hour |
| 4. | Water/Wastewater Plant Operator (LEAD) | \$ 80.20 per hour |
| 5. | Water/Wastewater Plant Operator | \$ 62.50 per hour |
| 6. | Customer Service/Billing Supervisor | \$ 66.00 per hour |
| 7. | Field Technician Supervisor: | \$ 59.06 per hour |
| 8. | Customer Services Call Center / Billing Representative | \$ 40.00 per hour |
| 9. | Field Technician (LEAD): | \$ 57.00 per hour |
| 10. | Field Technician: | \$ 55.00 per hour |
| 11. | Administrative Support | \$ 40.00 per hour |
| 12. | Field Services Priced on a Per Event Basis (Residential/Small Commercial): | |
| | a. Mass Turn off: | \$ 10.00 per event |
| | b. Mass Turn on: | \$ 12.00 per event |
| | c. Check Leak: | \$ 28.84 per event |
| | d. Meter Box Lid Replace: (5/8"-1"): | \$ 31.93 per event |
| | e. Meter Change out, Lid and Box Replace: 5/8" – 1"): | \$ 53.56 per event |
| | f. Meter Change out: (5/8" – 1"): | \$ 27.50 per event |
| | g. Meter and Box/Lid: (5/8" – 1"): | \$ 66.95 per event |
| | h. Site Evaluation: | \$ 28.84 per event |
- Field Services are based on events being conducted during the normal business hours – Monday through Friday 7:30 am – 5:00 pm.
 - “Mass” is defined as events are conducted during the normal course of “past due” shut offs/turns due to lack of payment by customers. Utilities have scheduled “shut-off days” that are consistently performed each month/quarter. Turn on/off conducted as a “one-off situation would be priced at the “site Evaluation” price per event.
 - Field Service Prices are associated to those events whereby the “Events” are within a 30 minute normal drive time by USWSC personnel between events

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

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

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

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 TWO COMMUNITY AESTHETIC FEATURE AGREEMENTS (CAFA) IN SUBSTANTIALLY THE SAME FORM AS ATTACHED AS EXHIBITS “A” AND “B” WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PENDING LEGAL REVIEW BETWEEN FDOT AND THE CITY OF DANIA BEACH FOR THE SIGNS AND PUBLIC ART THAT ARE LOCATED IN AN FDOT RIGHT-OF-WAY WITHIN THE JURISDICTIONAL BOUNDARIES OF THE CITY OF DANIA BEACH, FLORIDA

Purchasing Requests ONLY

Dept:

Acct #:

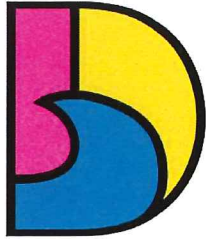
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - FDOT CAFAs, R-2019- FDOT Community Aesthetic Feature (CAFA) Agreements for Signs and Public Art in FDOT ROW, R-2019- FDOT Community Aesthetic Feature (CAFA) Agreements for Signs and Public Art in FDOT ROW Exhibit A, R-2019- FDOT Community Aesthetic Feature (CAFA) Agreements for Signs and Public Art in FDOT ROW Exhibit B, Entranceway Sign Specification - Location Map, Signal Box Location Map 1, Signal Box Location Map 2, Signal Box Specifications



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH OFFICE OF THE CITY MANAGER

MEMORANDUM

DATE: July 30, 2019

TO: Honorable Mayor and Commissioners

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

VIA: Rickelle Williams, Executive Director, Dania Beach Community Redevelopment Agency *RW*

SUBJECT: Approval to enter into Community Aesthetic Feature Agreements with the Florida Department of Transportation for the Entranceway Signage and Signal Box projects

The Request

Approval to authorize two (2) Community Aesthetic Feature Agreements (CAFA) with the Florida Department of Transportation (FDOT) for the Rebranding Initiative entranceway signage project and the signal box public art project located on FDOT right-of-ways within the jurisdictional boundaries of the City of Dania Beach.

Background

On May 28, 2019, the City Commission authorized an entranceway signage project under the Rebranding Initiative to be managed by the Dania Beach Community Redevelopment Agency. This project features six (6) new entranceway signs that will replace existing City of Dania Beach entranceway signs throughout the City. On October 9, 2018, the CRA Board authorized a signal box public art project as recommended by the Creative Arts Council Advisory Board. The signal box public art project and three (3) of the planned entranceway signs are to be located within a Florida Department of Transportation (FDOT) right-of-way and FDOT requires the City to enter into two separate Community Aesthetic Feature Agreements (CAFA). As part of the approval process, FDOT requires the City to pass a resolution stating that the City Commission of the City of Dania Beach approves each project and agrees to fund all costs for the design, installation and maintenance of the projects.

Budgetary Impact

There is no cost associated with the Community Aesthetic Feature Agreements (CAFA) agreements. Funding for the design and installation of the entranceway signage project has already been appropriated in the City of Dania Beach Fiscal Year 2019 Budget. Funding for the design and installation of the signal box public art project has already been appropriated in the Dania Beach Community Redevelopment Agency Fiscal Year 2019 Budget. Funding for maintenance is anticipated to be appropriated pending approval of the Fiscal Year 2020 Budget.

Recommendation

Approve two (2) Community Aesthetic Feature Agreements (CAFA) between the City of Dania Beach and the Florida Department of Transportation (FDOT) following legal review.

RESOLUTION NO. 2019-073

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE TWO COMMUNITY AESTHETIC FEATURE AGREEMENTS (CAFA) IN SUBSTANTIALLY THE SAME FORM AS ATTACHED AS EXHIBITS “A” AND “B” WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PENDING LEGAL REVIEW BETWEEN FDOT AND THE CITY OF DANIA BEACH FOR THE SIGNS AND PUBLIC ART THAT ARE LOCATED IN AN FDOT RIGHT-OF-WAY WITHIN THE JURISDICTIONAL BOUNDARIES OF THE CITY OF DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 11, 2018, the City Commission entered into an agreement with Don Bell Signs, a Florida Limited Liability Company, for the fabrication and installation of signs related to the City’s Rebranding Initiative; and

WHEREAS, on May 28, 2019, the City Commission authorized an entranceway signage project under the Rebranding Initiative to be managed by the Dania Beach Community Redevelopment Agency (the “CRA”); and

WHEREAS, on October 9, 2018, the CRA Board authorized a signal box public art project as recommended by the City’s Creative Arts Council Advisory Board; and

WHEREAS, the signal box public art project and some of the planned entranceway signs are to be located within Florida Department of Transportation (“FDOT”) rights-of-way and FDOT requires the City to enter into two separate Community Aesthetic Feature Agreements (CAFA); and

WHEREAS, as part of the approval process, FDOT requires the City to adopt a Resolution stating that the City Commission of the City of Dania Beach approves the project and agrees to fund all costs for the design, installation and maintenance of the project; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Dania Beach to approve the projects and authorize the proper City officials to execute two separate Community Aesthetic Feature Agreements (CAFA) following legal review, allowing the City to install the signal box public art and entranceway signs within FDOT rights-of-way; and

WHEREAS, a copy of each CAFA agreement is attached as Exhibits “A” and “B”,

respectively, and made a part of and incorporated into this Resolution by this reference;

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

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

Section 2. That the City Commission approves the two Community Aesthetic Feature Agreements (CAFA) between the City of Dania Beach and the Florida Department of Transportation (FDOT) following legal review and authorizes the proper City officials to execute each CAFA agreement between the City of Dania Beach and FDOT following legal review, which agreements are attached as Exhibits “A” and “B” and made a part of and incorporated into this Resolution by this reference.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take effect immediately upon passage and adoption.

PASSED AND ADOPTED on July 30, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

THOMAS J. ANSBRO
CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

COMMUNITY AESTHETIC FEATURE AGREEMENT

State Road/Local Road 818, 822, 5 & A1A Section No. Various CAFA No. 2019-M-491-00006

This Community Aesthetic Feature Agreement ("Agreement") is entered into this _____ day of _____, between the State of Florida, Department of Transportation ("Department") and City of Dania Beach ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

- A. The Agency has requested permission from the Department to install a [**CHOOSE ONE:** ☐ Public Art, ☒ Local Identification Marker] community aesthetic feature on that certain right-of-way owned by the Department which is located on State Road/Local Road SR 818 (Griffin Road), SR 822 (Sheridan Street), SR 5 (N. Federal Highway) & A1A (E. Dania Beach Boulevard) in Broward County, Florida ("Project").
- B. The Department agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.
- C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. **TERM.** The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through the 25th anniversary of this agreement, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within one (1) Year; (365) days of the Effective Date of this Agreement, the Department may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.
2. **PROJECT DESCRIPTION.** The Project is a [**CHOOSE ONE:** ☐ Public Art, ☒ Local Identification Marker], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.
3. **FUNDING OF THE PROJECT.** The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". The Department shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of the Department's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for the Department's right-of-way.
4. **DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.**
 - a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including the Department standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Department and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to the Department for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. A copy of the design plans shall be provided to the Department's District Design Engineer, located at 3400 West Commercial Blvd, Ft Lauderdale, FL 33309.

The Department will review the plans for conformance to the Department's requirements and feasibility. The Department review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, the Department signifies only that such plans and improvements satisfies the Department's requirements, and the Department expressly disclaims all other

representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. The Department's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by the Department shall be made by the Agency and final corrected plans shall be provided to the Department within thirty (30) days.

- b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.
- c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.
- e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from the Department's Construction Project Manager, Otto Elmer (otto.elmer@ferrovialservices.com), at (954) 987-9558 or from an appointed designee.
- f. The Agency is authorized, subject to the conditions in this Agreement, to enter Department's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use Department's right-of-way nor the placing of facilities upon Department's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in the Department's right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of the Department's right-of-way.
- g. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If the Department determines that a condition exists which threatens the public's safety, the Department may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, the Department may remove the safety hazard at the Agency's sole cost, expense, and effort.
- h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".
- i. The Agency shall notify the Department a minimum of forty eight (48) hours before beginning the Project within the Department's right-of-way. The Agency shall notify the Department should installation be suspended for more than five (5) working days.
- j. Upon completion of the Project, the Agency shall notify the Department in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the responsible professional for the project, the form of which is attached to this Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from the Department's right-of-way and shall restore those portions of the Department's right-of-way disturbed or otherwise altered

by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

- k. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice to complete the Project and provide the Department with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department may: 1) provide the Agency with written authorization granting additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.
- l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The maintenance schedule shall include initial defect, instantaneous damage and deterioration components. The initial defect maintenance inspection should be conducted, and any required repairs performed during the construction phase. The instantaneous damage maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identify short term damage that does not develop over longer time periods. The deterioration maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration maintenance shall include, but is not limited to, the following services:

Inspect all sign surfaces every six (6) months for excessive deterioration; Inspect Structural Components yearly; Inspect Sign Lighting every six (6) months; Conduct Vegetation Control quarterly; maintenance and routine repair of structural features of the aluminum cabinets, affixed letters, and all mechanical and electrical systems including, but not limited to, periodic touchup of all steel and aluminum surfaces, replacement of damaged or missing cast stone travertine cladding and/or aluminum and steel members, graffiti removal, pressure washing and electrical/mechanical periodic inspections and repairs.

- m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of \$ 2,400.00 _____. The removal and restoration deposit, letter of credit, or bond shall be maintained by the Agency at all times during the term of this Agreement and evidence of the deposit, letter of credit, or bond shall be submitted to the Department on an annual basis. A waiver of the deposit, letter of credit, or bond requirement is permitted with approval from the District Maintenance Engineer for those installations with estimated restoration/removal costs less than or equal to \$2000.00.

District Maintenance Engineer, _____ Date: _____.

- n. The Department reserves its right to cause the Agency to relocate or remove the Project, in the Department's sole discretion, and at the Agency's sole cost.

5. **INDEMNITY AND INSURANCE.**

- a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent

act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

- b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause the Department to be an additional insured party on the policy or policies, and shall provide the Department with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of the Department's current Standard Specifications for Road and Bridge Construction, as amended.
- c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. **NOTICES.** All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR (4) PROGRAM MANAGER

District Maintenance Engineer

3400 W. Commercial Blvd., Fort Lauderdale, FL 33309

Phone: 954-486-1400

Fax: 954-777-4223

City of Dania Beach, FLORIDA

100 W. Dania Beach Blvd.

Dania Beach, FL 33004

Phone: 954-924-6800 (x 3635)

Fax: _____

7. **TERMINATION OF AGREEMENT.** The Department may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by the Department pursuant to this Paragraph 7.

8. **LEGAL REQUIREMENTS.**

- a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.

- b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
 - d. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
 - e. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's right-of-way.
9. **PUBLIC ENTITY CRIME.** The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
10. **UNAUTHORIZED ALIENS.** The Department will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
11. **NON-DISCRIMINATION.** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
12. **DISCRIMINATORY VENDOR LIST.** The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
13. **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
14. **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
15. **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
16. **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. **NON-ASSIGNMENT.** The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department. Any assignment, sublicense, or transfer occurring without the required prior written approval of the Department will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that the Department approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.
18. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.
19. **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
20. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of the Department or his/her delegate.
21. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

Section No. Various

CAFA No. 2019-M-491-00006

AGENCY

City of Dania Beach

By: _____

Print Name: Lori Lewellen

Title: Mayor

As approved by the Council, Board, or

Commission on: _____

Attest: Thomas Schneider

Legal Review:

Thomas Ansbro

City or County Attorney

DEPARTMENT

State of Florida, Department of Transportation

By: _____

Print Name: Stacy Miller, PE

Title: Director of Development

Date: _____

Legal Review:

Section No. Various

CAFA No. 2019-M-491-00006

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

The proposed improvements are to replace three of the existing, older City of Dania Beach welcome signs with three (3) new signs. The signs will be solar illuminated. Copies of the plans and a location map are included.

3 Entranceway Signs locations:

- Location #1 – At the median on Griffin Road (SR 818). Please note existing sign is being replaced at this location.
- Location #2 – At the median on East Dania Beach Boulevard (A1A). Please note existing sign is being replaced at this location.
- Location #3 – NE of intersection at Sheridan Street (SR 822) and N Federal Highway (SR 5). Please note existing sign is being replaced at this location.

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by Dustin DiPersia P.E./ and dated 6/9/2019. Any revisions to these plans must be approved by the Department in writing.

Section No. Various

CAFA No. 2019-M-491-00006

EXHIBIT "B"

SPECIAL PROVISIONS

- During construction, highest priority should be given to ensure pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans with Disability Act (ADA) standards.
- A copy of this permit and plan will be on the job site at all times during the construction of this facility.

Section No. various

CAFA No. 2019-M-491-00006

EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

- All maintenance of traffic (MOT) will be in accordance with the Department's current edition of the Design Standards, (102-600 series). The Operations Engineer or his designee reserves the right to direct the removal/relocation/modification of any traffic device(s) at the Permittee's sole expense.

Section No. Various

CAFA No. 2019-M-491-00006

EXHIBIT "D"

AGENCY RESOLUTION

See the Attachment

DRAFT

Section No. Various

CAFA No. 2019-M-491-00006

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S
CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and The City of Dania Beach

PROJECT DESCRIPTION: _____

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record.

SEAL:

By: _____

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

COMMUNITY AESTHETIC FEATURE AGREEMENT

State Road/Local Road 5 Section No. Various CAFA No. 2019-M-491-00006

This Community Aesthetic Feature Agreement ("Agreement") is entered into this _____ day of _____, between the State of Florida, Department of Transportation ("Department") and City of Dania Beach ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

- A. The Agency has requested permission from the Department to install a [**CHOOSE ONE:** ☒ Public Art, ☐ Local Identification Marker] community aesthetic feature on that certain right-of-way owned by the Department which is located on State Road/Local Road 5 (N. Federal Highway)
- B. The Department agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.
- C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

AGREEMENT

1. **TERM.** The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through the 25th anniversary of this agreement, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within one (1) Year; (365) days of the Effective Date of this Agreement, the Department may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.
2. **PROJECT DESCRIPTION.** The Project is a [**CHOOSE ONE:** ☒ Public Art, ☐ Local Identification Marker], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.
3. **FUNDING OF THE PROJECT.** The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". The Department shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of the Department's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for the Department's right-of-way.
4. **DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.**
 - a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including the Department standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Department and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to the Department for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. A copy of the design plans shall be provided to the Department's District Design Engineer, located at 3400 West Commercial Blvd, Ft Lauderdale, FL 33309.

The Department will review the plans for conformance to the Department's requirements and feasibility. The Department review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, the Department signifies only that such plans and improvements satisfies the Department's requirements, and the Department expressly disclaims all other

representations and warranties in connection with the plans, including, but not limited to the integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. The Department's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by the Department shall be made by the Agency and final corrected plans shall be provided to the Department within thirty (30) days.

- b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.
- c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.
- e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from the Department's Construction Project Manager, Otto Elmer (otto.elmer@ferrovialservices.com), at (954) 987-9558 or from an appointed designee.
- f. The Agency is authorized, subject to the conditions in this Agreement, to enter Department's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use Department's right-of-way nor the placing of facilities upon Department's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in the Department's right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of the Department's right-of-way.
- g. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If the Department determines that a condition exists which threatens the public's safety, the Department may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, the Department may remove the safety hazard at the Agency's sole cost, expense, and effort.
- h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".
- i. The Agency shall notify the Department a minimum of forty eight (48) hours before beginning the Project within the Department's right-of-way. The Agency shall notify the Department should installation be suspended for more than five (5) working days.
- j. Upon completion of the Project, the Agency shall notify the Department in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the responsible professional for the project, the form of which is attached to this Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from the Department's right-of-way and shall restore those portions of the Department's right-of-way disturbed or otherwise altered

by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

- k. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice to complete the Project and provide the Department with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department may: 1) provide the Agency with written authorization granting additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.
- l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The maintenance schedule shall include initial defect, instantaneous damage and deterioration components. The initial defect maintenance inspection should be conducted, and any required repairs performed during the construction phase. The instantaneous damage maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identify short term damage that does not develop over longer time periods. The deterioration maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration maintenance shall include, but is not limited to, the following services:

Inspect all sign surfaces every six (6) months for excessive deterioration; Inspect Structural Components yearly; Inspect Sign Lighting every six (6) months; Conduct Vegetation Control quarterly; maintenance and routine repair of structural features of the aluminum cabinets, affixed letters, and all mechanical and electrical systems including, but not limited to, periodic touchup of all steel and aluminum surfaces, replacement of damaged or missing cast stone travertine cladding and/or aluminum and steel members, graffiti removal, pressure washing and electrical/mechanical periodic inspections and repairs.

- m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of \$ 2,400.00 _____. The removal and restoration deposit, letter of credit, or bond shall be maintained by the Agency at all times during the term of this Agreement and evidence of the deposit, letter of credit, or bond shall be submitted to the Department on an annual basis. A waiver of the deposit, letter of credit, or bond requirement is permitted with approval from the District Maintenance Engineer for those installations with estimated restoration/removal costs less than or equal to \$2000.00.

District Maintenance Engineer, _____ Date: _____.

- n. The Department reserves its right to cause the Agency to relocate or remove the Project, in the Department's sole discretion, and at the Agency's sole cost.

5. **INDEMNITY AND INSURANCE.**

- a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent

act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

- b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause the Department to be an additional insured party on the policy or policies, and shall provide the Department with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of the Department's current Standard Specifications for Road and Bridge Construction, as amended.
- c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. **NOTICES.** All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR (4) PROGRAM MANAGER

District Maintenance Engineer

3400 W. Commercial Blvd., Fort Lauderdale, FL 33309

Phone: 954-486-1400

Fax: 954-777-4223

City of Dania Beach, FLORIDA

100 W. Dania Beach Blvd.

Dania Beach, FL 33004

Phone: 954-924-6800 (x 3635)

Fax: _____

7. **TERMINATION OF AGREEMENT.** The Department may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by the Department pursuant to this Paragraph 7.

8. **LEGAL REQUIREMENTS.**

- a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.

- b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
 - d. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
 - e. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's right-of-way.
9. **PUBLIC ENTITY CRIME.** The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.
10. **UNAUTHORIZED ALIENS.** The Department will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
11. **NON-DISCRIMINATION.** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
12. **DISCRIMINATORY VENDOR LIST.** The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
13. **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
14. **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
15. **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
16. **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. **NON-ASSIGNMENT.** The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the Department. Any assignment, sublicense, or transfer occurring without the required prior written approval of the Department will be null and void. The Department will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that the Department approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.
18. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.
19. **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
20. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of the Department or his/her delegate.
21. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

The remainder of this page is intentionally left blank.

Section No. Various

CAFA No. 2019-M-491-00006

AGENCY

City of Dania Beach

By: _____

Print Name: Lori Lewellen

Title: Mayor

As approved by the Council, Board, or

Commission on: _____

Attest: Thomas Schneider

Legal Review:

Thomas Ansbro

City or County Attorney

DEPARTMENT

State of Florida, Department of Transportation

By: _____

Print Name: Stacy Miller, PE

Title: Director of Development

Date: _____

Legal Review:

Section No. Various

CAFA No. 2019-M-491-00006

EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

The proposed improvements are to enhance a signal box with public art through a wrapped application for an existing signal box located at the NE corner of N. Federal Highway (SR 5) and NW 1st Street. Copies of the plans and location map are included.

Signal Box Location: NE corner of N. Federal Highway (SR 5) and NW 1st Street

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by Image 360 and dated 05/03/2019. Any revisions to these plans must be approved by the Department in writing.

Section No. Various

CAFA No. 2019-M-491-00006

EXHIBIT "B"

SPECIAL PROVISIONS

- During construction, highest priority should be given to ensure pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans with Disability Act (ADA) standards.
- A copy of this permit and plan will be on the job site at all times during the construction of this facility.

Section No. various

CAFA No. 2019-M-491-00006

EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

- All maintenance of traffic (MOT) will be in accordance with the Department's current edition of the Design Standards, (102-600 series). The Operations Engineer or his designee reserves the right to direct the removal/relocation/modification of any traffic device(s) at the Permittee's sole expense.

Section No. Various

CAFA No. 2019-M-491-00006

EXHIBIT "D"

AGENCY RESOLUTION

See the Attachment

DRAFT

Section No. Various

CAFA No. 2019-M-491-00006

EXHIBIT "E"

NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S
CERTIFICATE OF COMPLIANCE

NOTICE OF COMPLETION

COMMUNITY AESTHETIC FEATURE AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and The City of Dania Beach

PROJECT DESCRIPTION: _____

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record.

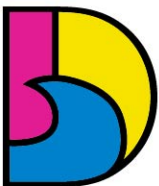
SEAL:

By: _____

Name: _____

Date: _____

City of Dania Beach - DOT



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DOT
DESIGN #: **1800594 R6**
DATE: 12.12.18
DRAWN BY: M. De Bolt

Revisions / Date / Initials		
R1	(12.17.18)	MD
R2	(1.29.19)	MD
R3	(3.21.19)	SS
R4	(4.22.19)	MD
R5	(5.8.19)	MD
R6	(6.11.19)	SS

ACCOUNT #115459 ☐ 120 Volt
US ☐ 277 Volt

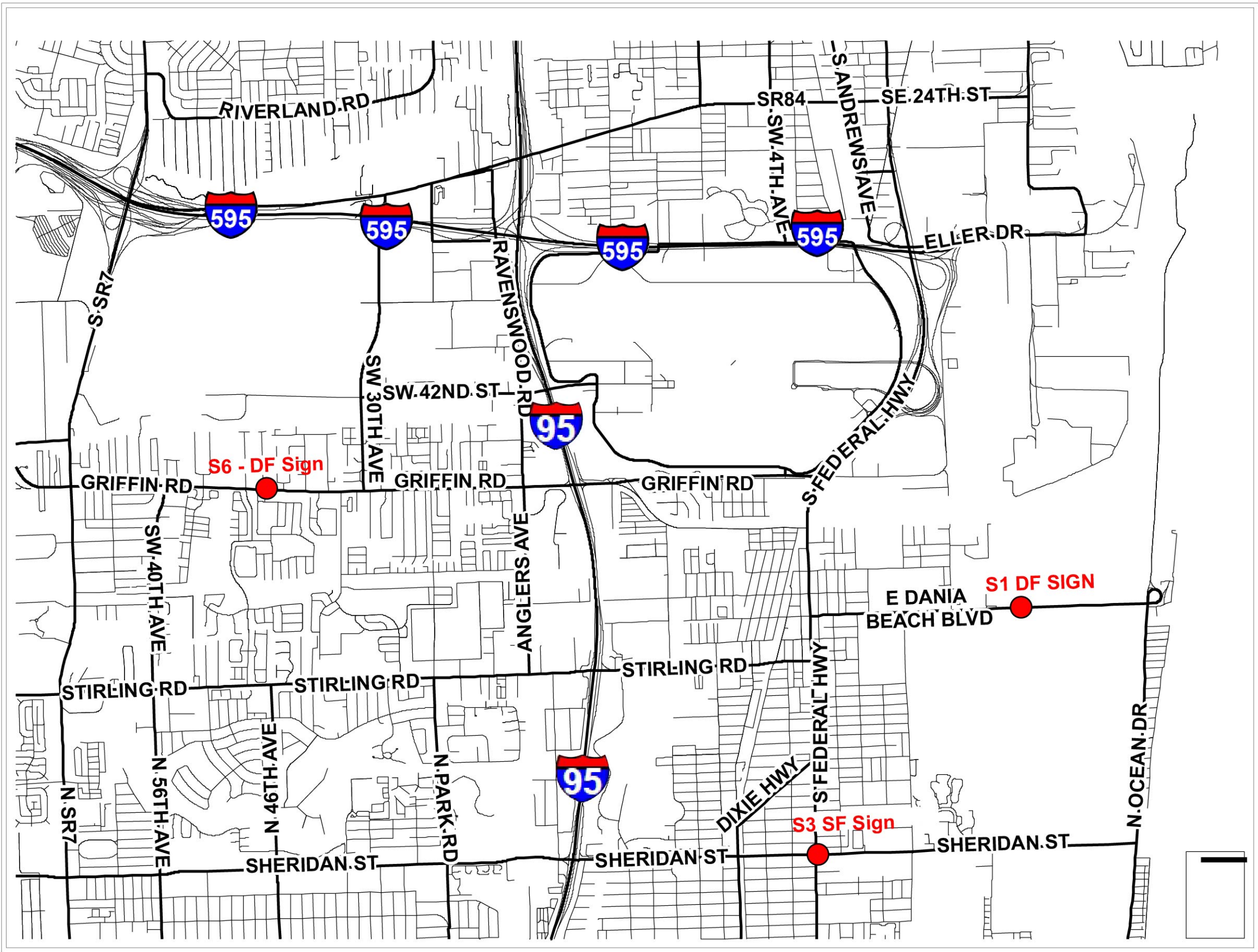
SHEET 1
City of Dania Beach

STREET 100 West Dania Beach Blvd.
CITY Dania Beach STATE FL
SALES REP. Izzie Enwall
SCALE As Noted
FILE NAME
PROGRAM Adobe Illustrator CS10
FONTS USED
CUSTOMER APPROVAL DATE

PRIMARY ELECTRIC BY OTHERS.
This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.



365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080



Note: This design pending engineering.

Scope of Work (Removals)

Don Bell Signs to Remove & Discard:
(3) existing gateway signs, as shown.

Notes:
Landscaping by others.



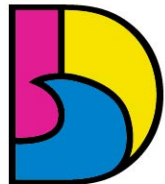
East Dania Beach Blvd. Eastbound before bridge
Cut off at grade.



Northwest of intersection at Sheridan St.
& US 1
Cut off at grade.



Eastbound Griffin Rd. East of
SW 34th Terrace
Cut off at grade.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DOT
DESIGN #: 1800594 R6
DATE: 12.12.18
DRAWN BY: M. De Bolt

Revisions / Date / Initials		
R1	(12.17.18)	MD
R2	(1.29.19)	MD
R3	(3.21.19)	SS
R4	(4.22.19)	MD
R5	(5.8.19)	MD
R6	(6.11.19)	SS

ACCOUNT #115459 ☐ 120 Volt
US ☐ 277 Volt

SHEET 2
ACCOUNT
City of Dania Beach

STREET
100 West Dania Beach Blvd.
CITY Dania Beach STATE FL
SALES REP. Izzie Enwall
SCALE As Noted
FILE NAME
PROGRAM Adobe Illustrator CS10
FONTS USED
CUSTOMER APPROVAL DATE

This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.



365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

Scope of Work

Don Bell Signs to fabricate & install:
(1) S/F non-illuminated gateway R4 signs, as shown.

Notes:

All hardware to be non-corrosive.

Each sign to have solar powered external lighting & solar energy collection system consisting of:

- 100 watt solar panel array
- Solar panel array mounting rack
- Pole (mast)
- Concrete footer
- 12 volt AGM battery, 105 Amp Hrs
- Battery box with charge controller
- 20 ft. connecting cord
- 20 watt LED flood light

Field survey required to plan solar system location, orientation & setup.

Landscaping by others.



End View

REFER TO SHEET SIX FOR
ENGINEERING DETAILS

Elevation of S/F Pylon Sign
Scale: 3/4" = 1'-0"

(1) Required
50 Sq. Ft.

2.26.19 CHGED GREY
TO WHITE

Copy
Const: .250" FCO aluminum
Paint: PMS Medium Blue, sat. fin.
Attach: stud-mounted flush onto cabinet face

Copy
3/4" FCO sign foam, painted
& stud-mounted flush onto cabinet face

Trim
Const: Aluminum sheet & tube
Finish: Smooth
Paint: White, sat. fin.

Copy
.250" FCO aluminum, painted
& stud-mounted flush onto cabinet face

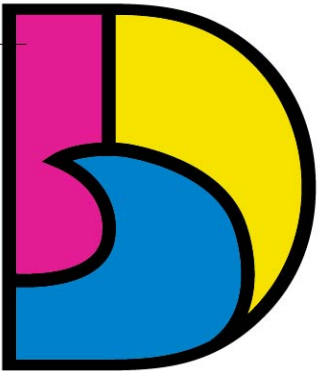
Logo
3/4" FCO sign foam, painted
w/ digital print on vinyl 1st surface,
stud-mounted flush onto cabinet face

Logo Cabinet
Const: Aluminum sheet & tube
Finish: Smooth
Paint: White, sat. fin.

Cabinets
Const: Aluminum sheet & tube
Finish: Texcoat med. sand
Paint: TBD

R1 Reveal
Recessed 2"
Paint: TBD

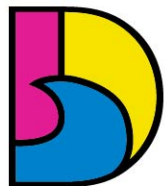
WELCOME TO
DANIA BEACH
SEA IT. LIVE IT. LOVE IT.



Solar powered ground lighting (by DBS)

R2 - Changed color to gray

R2 - Option 2 deleted
R3 - Option 3 Deleted



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DOT
DESIGN #: 1800594 R6

DATE: 12.12.18

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (12.17.18) MD
R2 (1.29.19) MD
R3 (3.21.19) SS
R4 (4.22.19) MD
R5 (5.8.19) MD
R6 (6.11.19) SS



ACCOUNT #115459
☐ 120 Volt
☐ 277 Volt

SHEET 3

ACCOUNT
City of Dania Beach

STREET
100 West Dania Beach Blvd.
CITY Dania Beach STATE FL
SALES REP. Izzie Enwall
SCALE As Noted
FILE NAME
PROGRAM Adobe Illustrator CS10
FONTS USED
CUSTOMER APPROVAL DATE

This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.



365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080



Note: This design pending engineering.

Font(s): Saver Sans

Scope of Work

Don Bell Signs to fabricate & install:
(2) D/F non-illuminated gateway signs,
as shown. **R4**

Notes:

All hardware to be non-corrosive.

**Each sign to have solar powered
external lighting & solar energy collec-
tion system consisting of:** **R2**

100 watt solar panel array

Solar panel array mounting rack

Pole (mast)

Concrete footer

12 volt AGM battery, 105 Amp Hrs

Battery box with charge controller

20 ft. connecting cord

20 watt LED flood light

**Field survey required to plan solar
system location, orientation & setup.**

Landscaping by others.

SEE OPPOSITE SIDE LAYOUTS
ON NEXT SHEET

2.26.19 CHGED GREY
TO WHITE

Copy

Const: .250" FCO aluminum
Paint: PMS Medium Blue, sat. fin.
Attach: stud-mounted flush onto
cabinet face

Copy

3/4" FCO sign foam, painted
& stud-mounted flush onto
cabinet face

Trim

Const: Aluminum sheet & tube
Finish: Smooth
Paint: White, sat. fin.

Copy

.250" FCO aluminum, painted
& stud-mounted flush onto
cabinet face

Logo

3/4" FCO sign foam, painted
w/ digital print on vinyl 1st surface,
stud-mounted flush onto
cabinet face

Logo Cabinet

Const: Aluminum sheet & tube
Finish: Smooth
Paint: White, sat. fin.

Cabinets

Const: Aluminum sheet & tube
Finish: Texcoat med. sand
Paint: TBD

R1

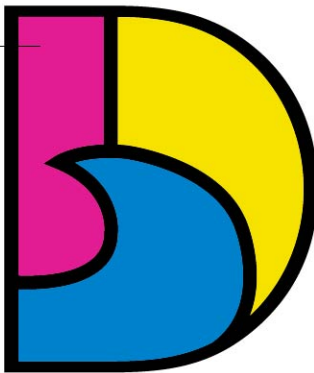
Reveal

Recessed 2"
Paint: TBD

WELCOME TO

DANIA
BEACH

SEA IT. LIVE IT. LOVE IT.



Solar powered ground lighting (by DBS)

End View

End View

REFER TO SHEET SIX FOR
ENGINEERING DETAILS

Elevation of D/F Pylon Sign

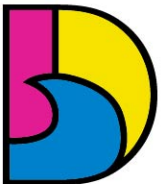
Scale: 3/4" = 1'-0"

(2) Required

50 Sq. Ft.

R4

**R2 - Option 2 deleted
R3 - Option 3 Deleted**



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DOT

DESIGN #: **1800594 R6**

DATE: 12.12.18

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (12.17.18) MD

R2 (1.29.19) MD

R3 (3.21.19) SS

R4 (4.22.19) MD

R5 (5.8.19) MD

R6 (6.11.19) SS



ACCOUNT
#115459

120 Volt

277 Volt

SHEET 4

ACCOUNT
City of Dania Beach

STREET
100 West Dania Beach Blvd.

CITY
Dania Beach

STATE
FL

SALES REP.
Izzie Enwall

SCALE
As Noted

FILE NAME
Adobe Illustrator CS10

PROGRAM
Adobe Illustrator CS10

FOUNTS USED

CUSTOMER APPROVAL

DATE

This design (except registered or existing
trademarks) is the property of
DON BELL SIGNS LLC and shall not be
reproduced or copied in whole or in part
without the written permission of the
above named owner.

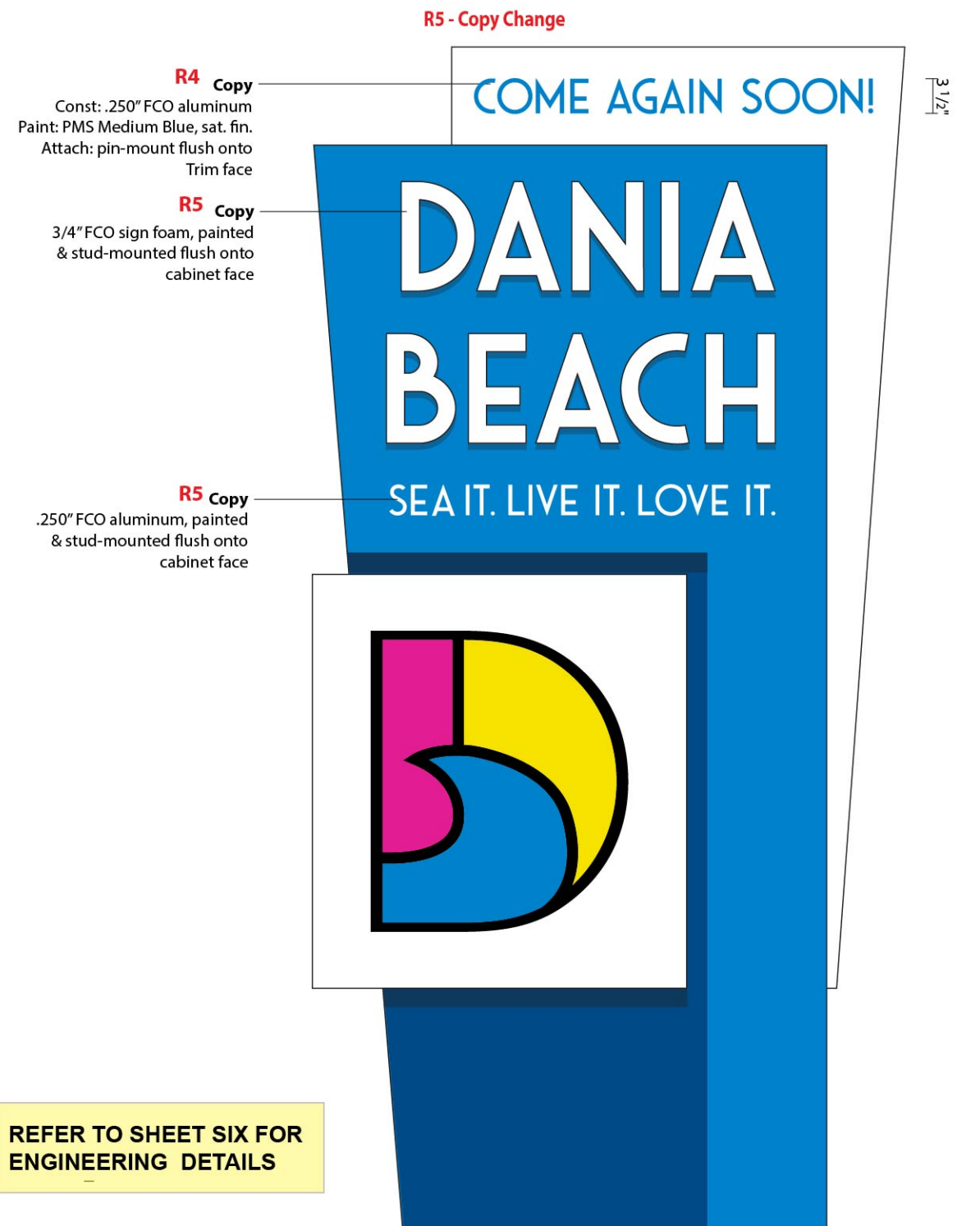


365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

Font(s): Saver Sans



Note: This design pending engineering.



BACK Elevation of D/F Pylon Sign
Scale: 3/4" = 1'-0"



DOT
DESIGN #: **1800594 R6**
DATE: 12.12.18
DRAWN BY: M. De Bolt

Revisions / Date / Initials		
R1	(12.17.18)	MD
R2	(1.29.19)	MD
R3	(3.21.19)	SS
R4	(4.22.19)	MD
R5	(5.8.19)	MD
R6	(6.11.19)	SS

ACCOUNT #115459 ☐ 120 Volt
ETL us ☐ 277 Volt

SHEET 5

ACCOUNT
City of Dania Beach

STREET
100 West Dania Beach Blvd.

CITY
Dania Beach

STATE
FL

SALES REP.
Izzie Enwall

SCALE
As Noted

FILE NAME

PROGRAM
Adobe Illustrator CS10

FONTS USED

CUSTOMER APPROVAL

DATE

This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.



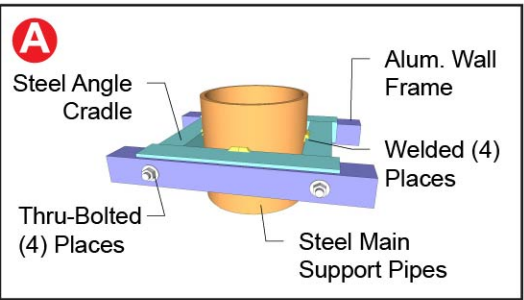
365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

Note: This design pending engineering.

Scope of Work

Don Bell Signs to fabricate
& install:
(1) S/F & (2) D/F non-illuminated gateway signs ,

Absolute
Sq Ft
43.5



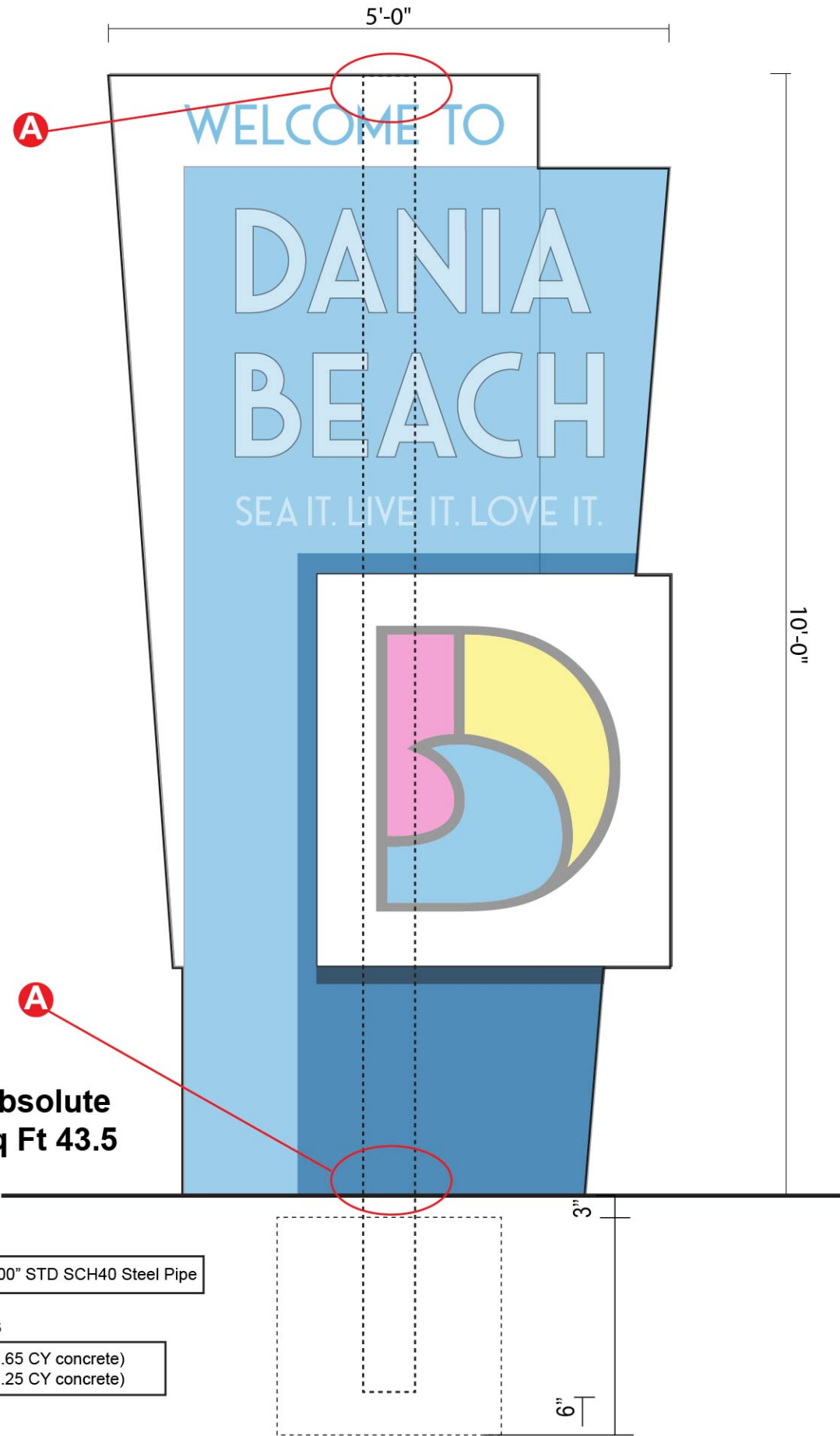
Absolute
Sq Ft 43.5

MAIN SUPPORT

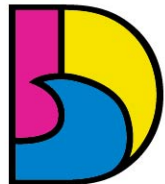
Column 1: 5.563" (O.D.) x .500" STD SCH40 Steel Pipe

AUGER FOOTING OPTIONS

2' dia. footer @ 5' 0" deep (0.65 CY concrete)
3' dia. footer @ 4' 0" deep (1.25 CY concrete)



Note: This design pending engineering.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DOT

DESIGN #: 1800594 R6

DATE: 12.12.18

DRAWN BY: M. De Bolt

Revisions / Date / Initials

R1 (12.17.18) MD
R2 (1.29.19) MD
R3 (3.21.19) SS
R4 (4.22.19) MD
R5 (5.8.19) MD
R6 (6.11.19) SS



ACCOUNT #115459

120 Volt

277 Volt

SHEET 6

ACCOUNT
City of Dania Beach

STREET
100 West Dania Beach Blvd.

CITY
Dania Beach

STATE
FL

SALES REP.
Izzie Enwall

SCALE
As Noted

FILE NAME
PROGRAM
Adobe Illustrator CS10

CUSTOMER APPROVAL
DATE

This design (except registered or existing trademarks) is the property of DON BELL SIGNS LLC and shall not be reproduced or copied in whole or in part without the written permission of the above named owner.



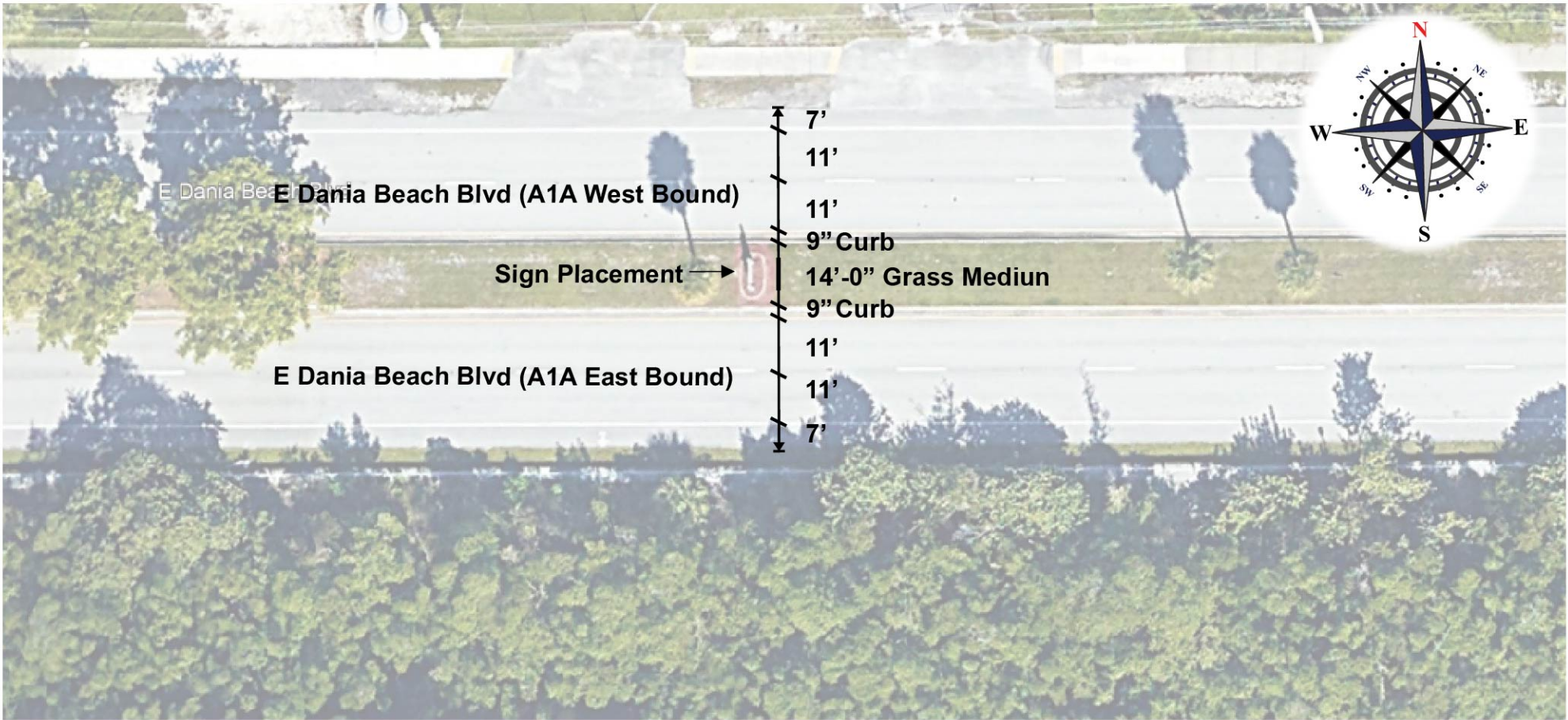
365 OAK PLACE
PORT ORANGE, FL 32127
386-788-8084
800-824-0080

Sign Type	Location	Median Width	Design Speed
S1	East Dania Beach Blvd. Eastbound approximately 3000' before Bridge	14'	40mph



Eastbound Dania Beach Blvd. Eastbound before Bridge

Scale 1/8 =1'



East Dania Beach Blvd. Eastbound before Bridge

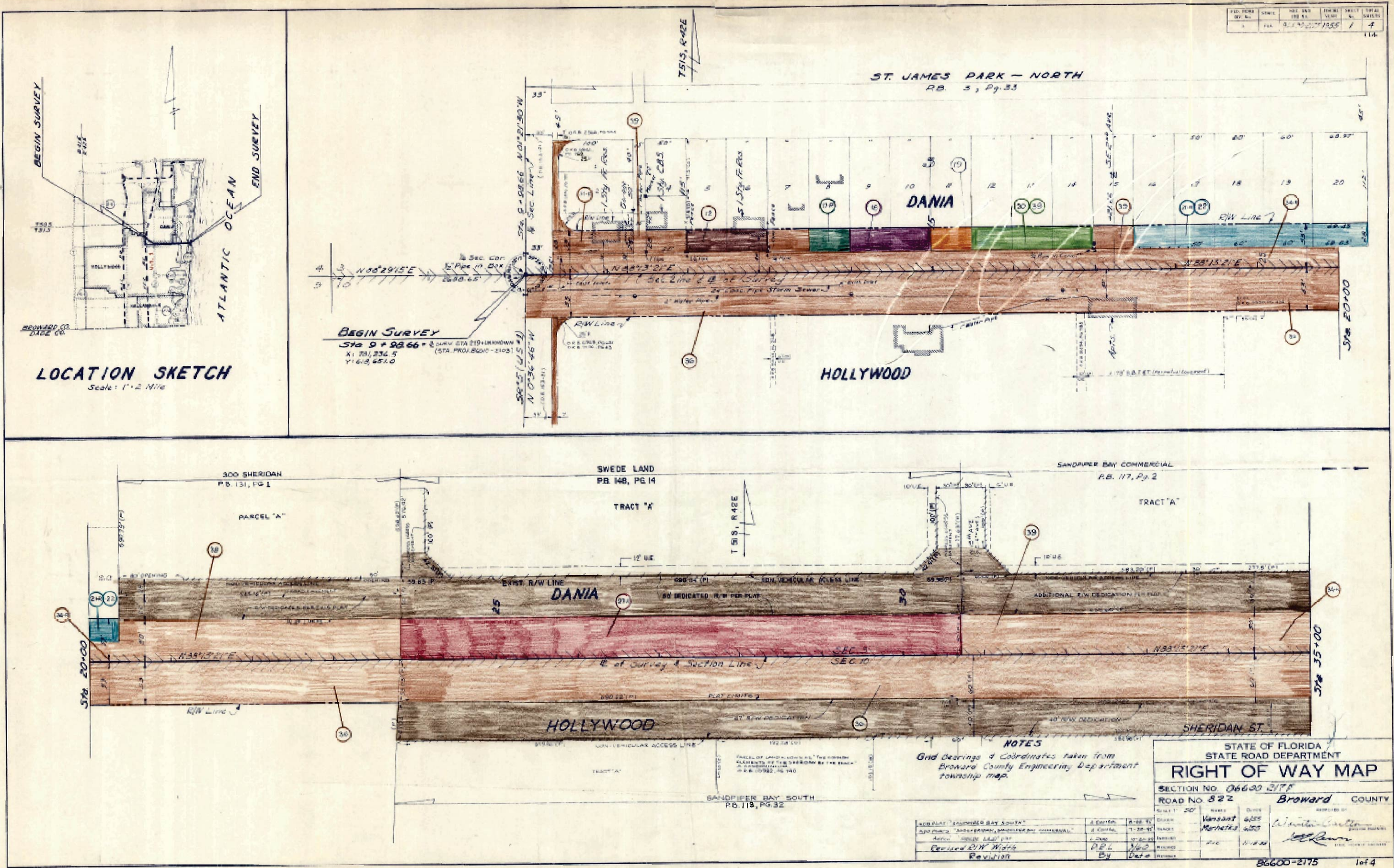
Scale 1/32 =1'

 Remove and Replace

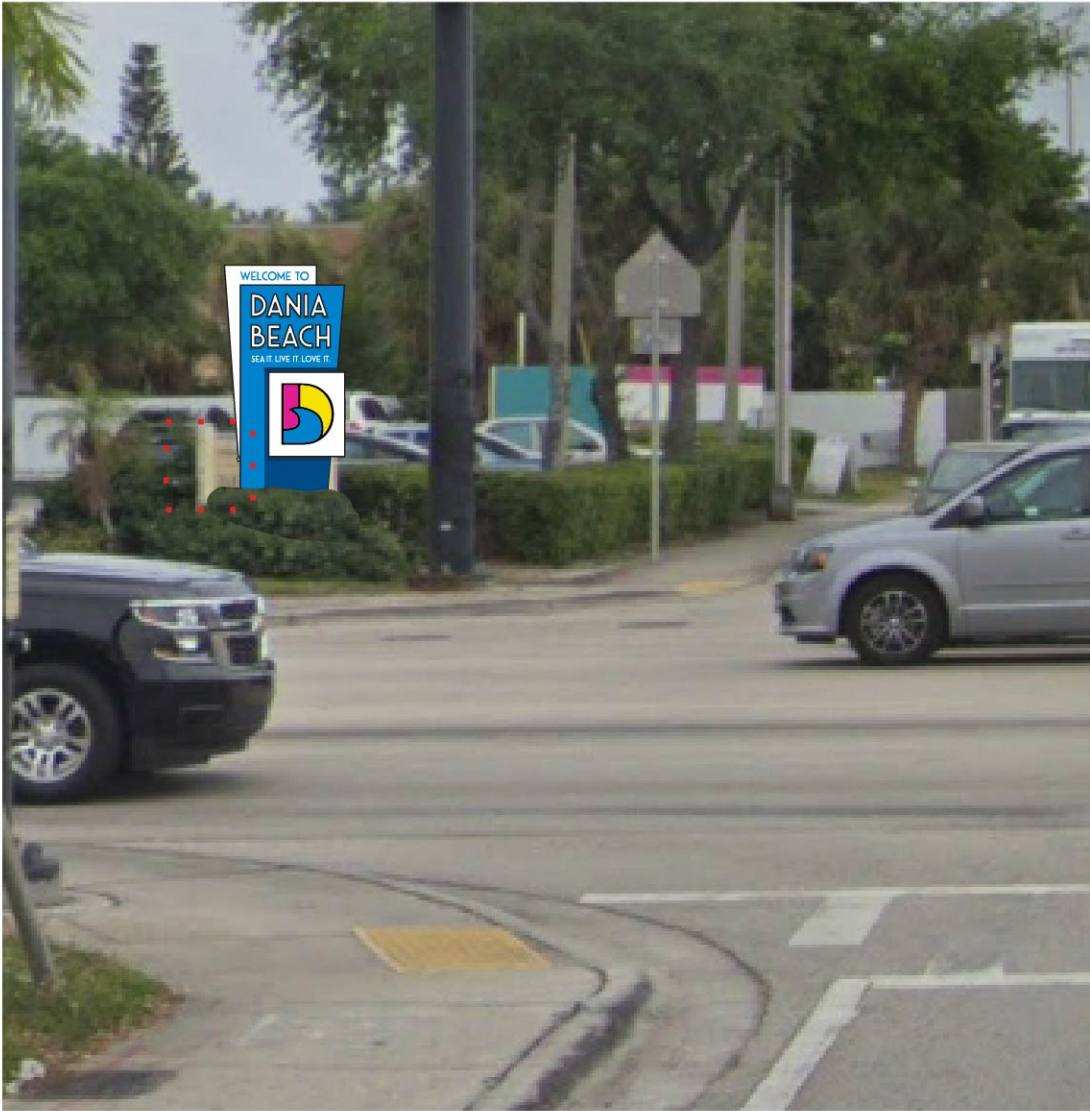


Westbound Dania Beach Blvd. Eastbound before Bridge

Scale 1/8 =1'



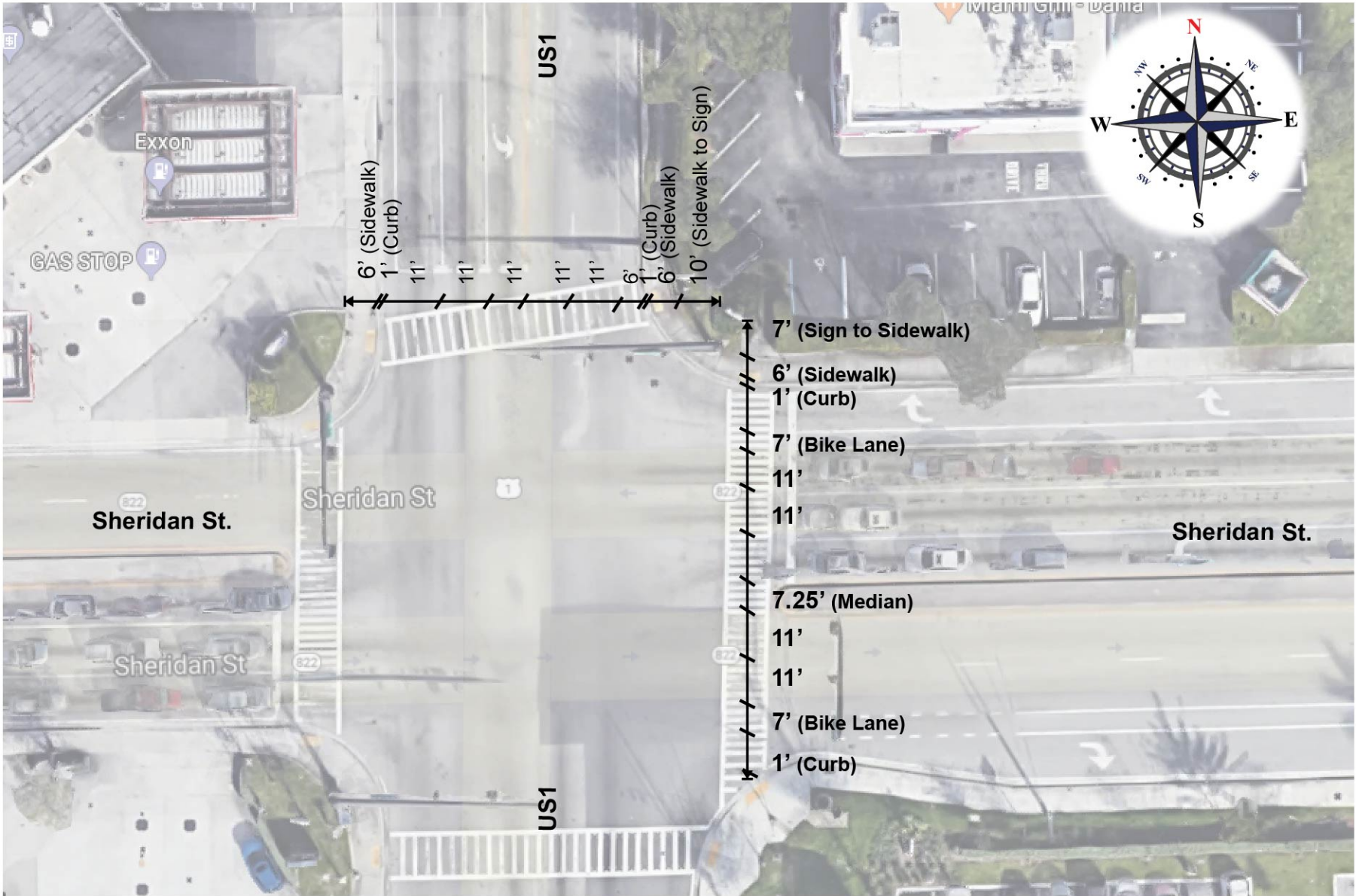
Sign Type	Location	Median Width	Design Speed
S3	NW of Intersection at Sheridan St. & US1	7.25'	35 mph



NW of Intersection at Sheridan St. & US1

Scale 1/8 =1'

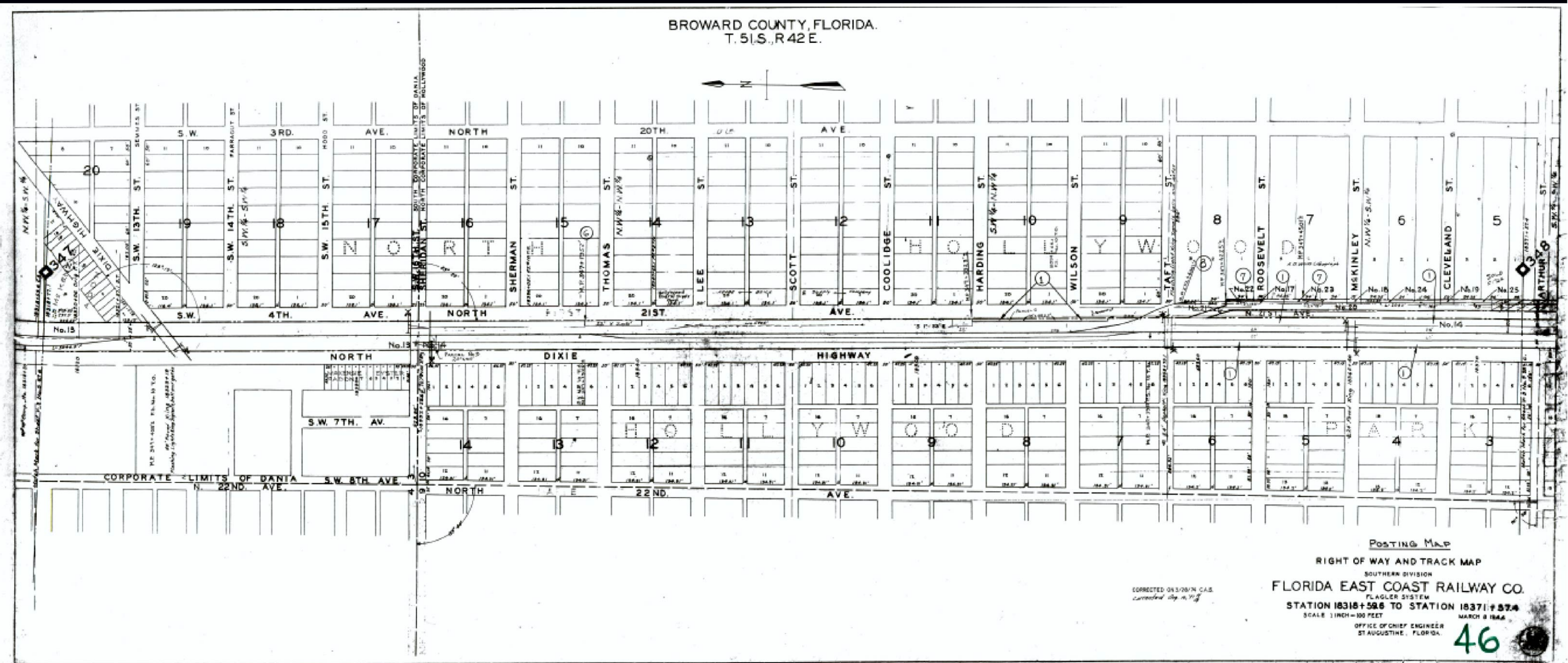
 Remove and Dispose



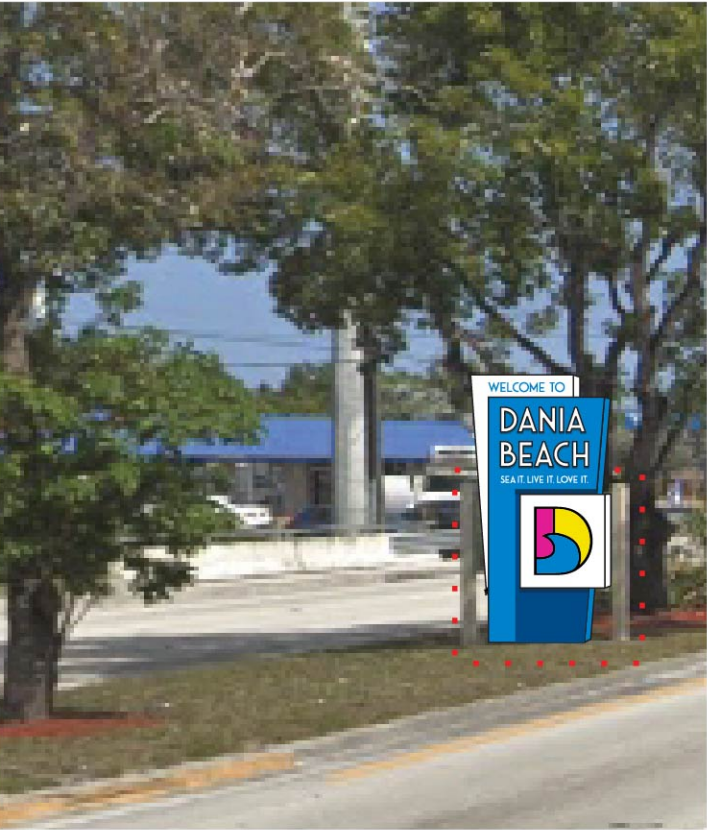
NW of Intersection at Sheridan St. & US1

Scale 1/32 =1'

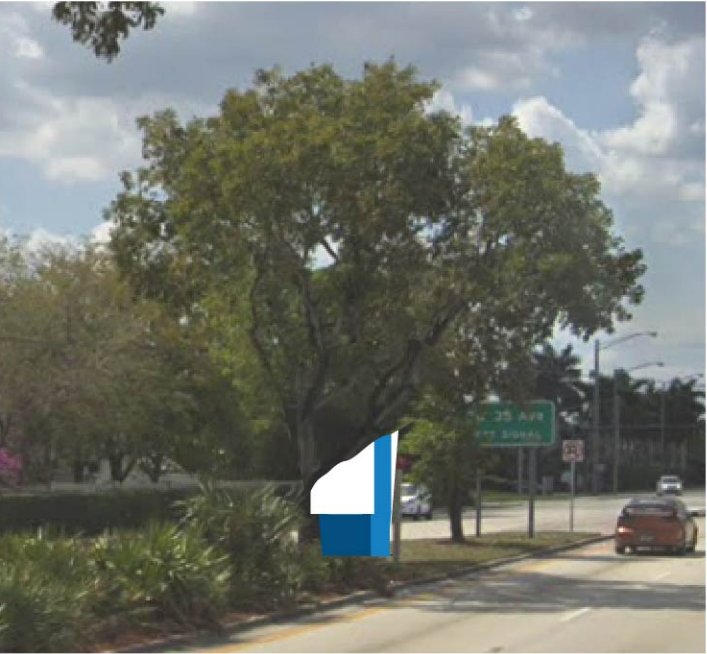
S3 ROW MAP



Sign Type	Location	Median Width	Design Speed
S6	Eastbound Griffin Rd East of 34th Terrace	15'	45 mph



Eastbound Griffin Rd East of 34th Terrace
Scale 1/8 =1'

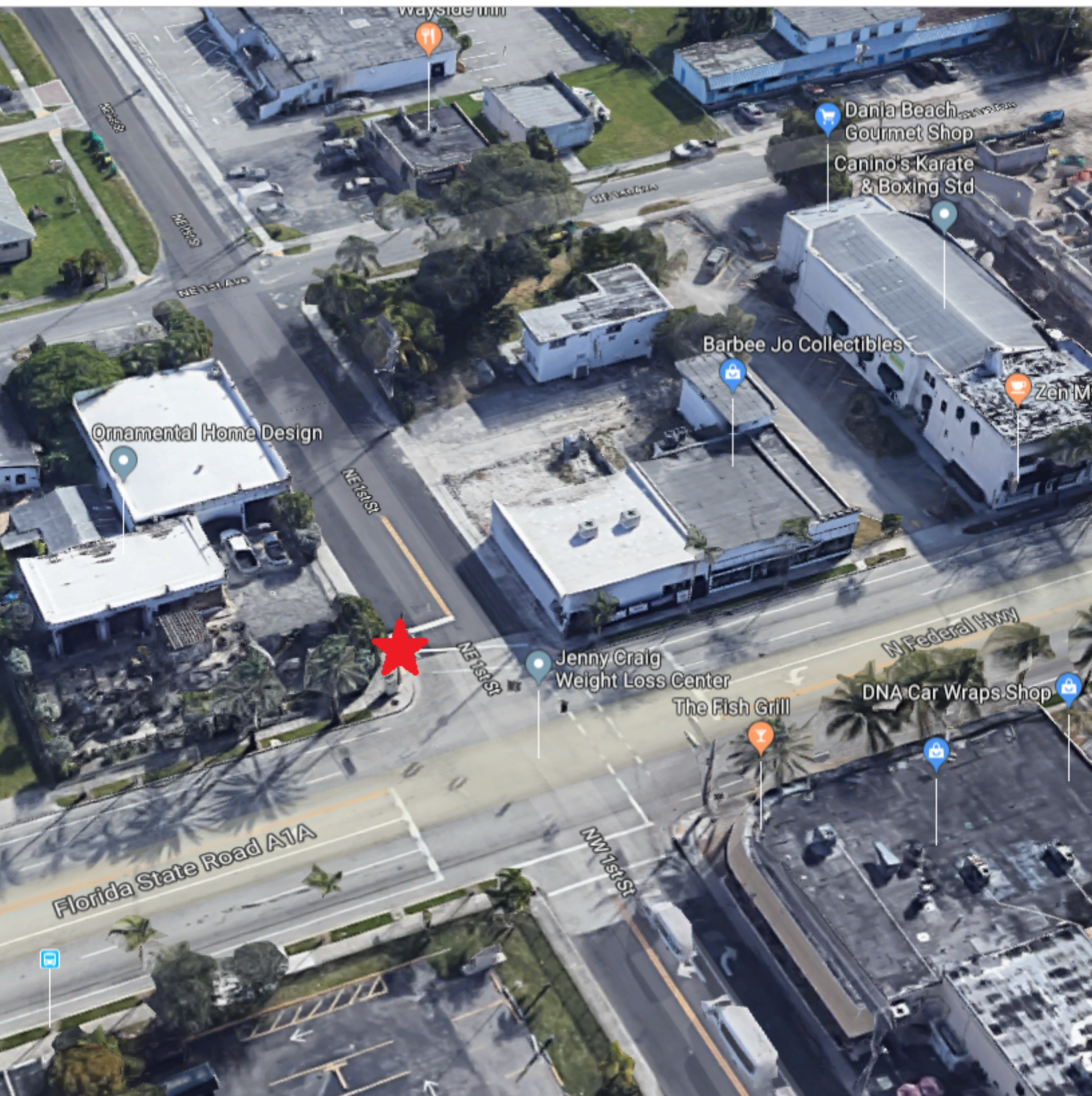


Westbound Griffin Rd East of 34th Terrace
Scale 1/8 =1'



Eastbound Griffin Rd East of 34th Terrace
Scale 1/32 =1'

 Remove and Dispose







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 RELEASE OF ADDITIONAL CODE ENFORCEMENT LIENS AND OTHER CITY LIENS FOR FOUR (4) PARCELS OF THE TEN (10) PARCELS CONVEYED BY THE CITY TO THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY (“CRA”) FOR THE PURPOSE OF HOUSING AND OTHER DEVELOPMENT; AUTHORIZING THE PROPER CITY OFFICIALS TO PREPARE AND RECORD RELEASES AND RELATED DOCUMENTS FOR EACH PARCEL FOR THIS PURPOSE

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Release of Liens (2), R-2019- Release of Liens for 4 of 10 Parcels Conveyed to CRA, R-2019- Release of Liens for 4 of 10 Parcels Conveyed to CRA Exhibit A



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: July 23, 2019

TO: Honorable Mayor and Commissioners

FROM: Thomas J. Ansbro, City Attorney *T. J. Ansbro*

SUBJECT: Release of Liens on Four (4) Parcels;
City-Owned Properties Conveyed to the
Dania Beach Community Redevelopment Agency ("CRA")

The Request

The City Commission is requested to adopt a resolution which will release additional liens that were discovered when title searches were conducted, for liens that were recorded on four (4) of the parcels that were included in the recent conveyance of ten (10) City-owned properties to the Dania Beach Community Redevelopment Agency (CRA).

Background

At the May 14, 2019 City Commission meeting, ten (10) vacant parcels located in the CRA redevelopment area were conveyed by Motion approval to the CRA for the purpose of developing and providing affordable housing (Resolution No. 2019-048).

After a lien search was conducted by City staff, lot clearing liens and an outstanding water bill were found to be attached to two (2) of the ten (10) parcels. At the May 14, 2019 Commission Meeting and pursuant to Resolution No. 2019-048, the Commission released those liens.

Subsequently, title searches were conducted on all of the parcels while preparing the Quit Claim Deeds to convey the parcels to the CRA. Additional City liens were found in the Broward County Public Records that pertain to four (4) of the conveyed parcels which will need to be released by the City.

Budgetary Impact

The additional liens that were discovered are "lot mowing" liens. The majority of these liens are old, some of which date back to the early nineties. While an exact budgetary impact is not known, because records of the amounts of each of the liens cannot be located, an average lot

mowing lien is approximately \$250.00 to \$300.00. The total number of such liens is thirty eight (38); interest accrued on the unpaid liens before the City acquired the lots.

The estimated financial impacts of the liens are as follows:

514203340560 - \$2,258.69

504234060230 – unknown

504233150060 - \$20,493.20

504234060260 - \$16,200.84

Recommendation

It is recommended that the City Commission approve the resolution authorizing the release of the remaining liens to ensure that the CRA has clear title for all the parcels.

TJA/la

cc: Ana M. Garcia, ICMA-CM, City Manager
Rickelle Williams, Executive Director, CRA
Nicki Satterfield, Director, Finance Department

RESOLUTION NO. 2019-074

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA AUTHORIZING THE RELEASE OF ADDITIONAL CODE ENFORCEMENT LIENS AND OTHER CITY LIENS FOR FOUR (4) PARCELS OF THE TEN (10) PARCELS CONVEYED BY THE CITY TO THE DANIA BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") FOR THE PURPOSE OF HOUSING AND OTHER 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.

WHEREAS, at its May 14, 2019 meeting, the City Commission, pursuant to Resolution No. 2019-048, identified ten (10) vacant parcels (the "Property") in the Dania Beach Community Redevelopment Area which are owned by the City and which the City Commission, by motion and consensus, desired to convey to the CRA for the purpose of accomplishing the redevelopment goals that are outlined in the CRA community redevelopment plan; and

WHEREAS, at its May 14, 2019 meeting, the City Commission authorized the release of City liens that were found on two (2) of the ten (10) conveyed parcels (Resolution No. 2019-049); and

WHEREAS, a law firm specializing in real estate and retained by the City as outside counsel performed title searches on all parcels while preparing the Quit Claim Deeds; and

WHEREAS, the firm identified additional City liens that pertain to four (4) of the parcels included in the conveyance of property to the CRA; and

WHEREAS, the liens will need to be released in order to finalize the transfer of the parcels in order to provide clean title, free of encumbrances and liens; and

WHEREAS, the Releases of Liens are attached as composite Exhibit "A", and incorporated by this reference; and

WHEREAS, the City Commission finds that all City liens should be released; and

WHEREAS, all liens and all recording fees to release the liens will be charged to General Fund General Administration Miscellaneous Operating Account 001-18-00-519-52-20; and

WHEREAS, the City Commission finds that this action is in the best interest of the City;

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

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

Section 2. That the City Commission authorizes the release, payment or both of all liens related to the four (4) parcels as described in Exhibit "A".

Section 3. That the proper City officials shall record in the County public records all releases of liens and shall provide a copy of such recorded instruments to the Clerk of the City Commission and CRA Board within thirty (30) days of execution and final acceptance.

Section 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 July 30, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

RETURN TO:
Nicki Satterfield
Finance Director
City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, Florida 33004

PREPARED BY:
Timothy M. Ryan, Esq.
Ryan & Ryan, LLC
700 East Dania Beach Boulevard
Third Floor
Dania Beach, Florida 33004

PARTIAL RELEASE AND SATISFACTION OF MUNICIPAL LIENS

The City of Dania Beach, a Florida municipal corporation, does hereby release only the property hereinafter described from the municipal liens recorded by the City of Dania Beach on October 20, 1992 in OR Book 19984, Page 917, November 20, 1992 in OR Book 20092, Page 513, April 20, 1994 in OR Book 22029, Page 12, June 20, 1994 in OR Book 22283, Page 610 and November 6, 2003 in OR Book 36383, Page 737 of the Public Records of Broward County, Florida and does further declare said liens fully released and satisfied in their entirety solely as they relate to the subject property. The subject property is described as follows:

Legal Description: COLLEGE TRACT 19-9 B LOT 2 BLK 5
Property ID: 5142 03 34 0560

IN WITNESS WHEREOF, the City of Dania Beach has caused this Partial Release and Satisfaction of Municipal Liens to be executed this ____ day of July, 2019.

Signed, sealed and
delivered in the presence of:

CITY OF DANIA BEACH, a
Florida municipal corporation

Attest: _____
THOMAS SCHNEIDER, CMC
City Clerk

By: _____
LORI LEWELLEN
Mayor

Partial Release and Satisfaction of Municipal Liens

Property ID # 5142 03 34 0560

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on July____, 2019, by LORI LEWELLEN, Mayor of the City of Dania Beach, who is [] personally known to me or who has [] produced _____ as identification.

Notary Public

My Commission Expires:

L:\Alena\City of Dania Beach\Release and Satisfaction\City to CRA Parcels\June 2019\5142 03 34 0560.docx

RETURN TO:
Nicki Satterfield
Finance Director
City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, Florida 33004

PREPARED BY:
Timothy M. Ryan, Esq.
Ryan & Ryan, LLC
700 East Dania Beach Boulevard
Third Floor
Dania Beach, Florida 33004

RELEASE AND SATISFACTION OF MUNICIPAL LIENS

The City of Dania Beach, a Florida municipal corporation, does hereby release the property hereinafter described from the municipal liens recorded by the City of Dania Beach on March 6, 1991 in OR Book 18193, Page 56, December 10, 1991 in OR Book 18981, Page 780, December 10, 1991 in OR Book 18981, Page 773, October 20, 1992 in OR Book 19984, Page 924, August 12, 1993 in OR Book 20970, Page 85, August 8, 1994 in OR Book 22471, Page 377, August 29, 1994 in OR Book 22551, Page 540, November 10, 1994 in OR Book 22842, Page 457, November 18, 1994 in OR Book 22842, Page 427, March 7, 1995 in OR Book 23205, Page 941, May 15, 1995 in OR Book 23464, Page 342, August 12, 1995 in OR Book 23784, Page 848, October 23, 1995 in OR Book 24054, Page 952, February 22, 1996 in OR Book 24517, Page 360, November 22, 1996 in OR Book 25689, Page 388, March 7, 1997 in OR Book 26118, Page 729, July 15, 1997 in OR Book 26711, Page 731, October 9, 1997 in OR Book 27111, Page 106, February 6, 1998 in OR Book 27665, Page 464, September 30, 1998 in OR Book 28876, Page 1067, April 30, 1999 in OR Book 29417, Page 1795, August 20, 1999 in OR Book 29774, Page 1007, March 6, 2000 in OR Book 30307, Page 1163, November 7, 2000 in OR Book 30998, Page 757, June 27, 2001 in OR Book 31775, Page 1641, November 29, 2001 in OR Book 32415, Page 611, May 16, 2002 in OR Book 33141, Page 828 and January 3, 2003 in OR Book 34342, Page 1919 of the Public Records of Broward County, Florida and does further declare said liens fully released and satisfied in their entirety. The subject property is described as follows:

Legal Description:	SUN GARDENS FIRST ADD 30-21 B T R A N 70 OF S 280 OF E 70
Property ID:	5042 33 15 0060

IN WITNESS WHEREOF, the City of Dania Beach has caused this Release and Satisfaction of Municipal Liens to be executed this ____ day of July, 2019.

Release and Satisfaction of Municipal Liens

Property ID # 5042 33 15 0060

Signed, sealed and
delivered in the presence of:

CITY OF DANIA BEACH, a
Florida municipal corporation

Attest: _____
THOMAS SCHNEIDER, CMC
City Clerk

By: _____
LORI LEWELLEN
Mayor

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on July____, 2019, by LORI LEWELLEN, Mayor of the City of Dania Beach, who is [] personally known to me or who has [] produced _____ as identification.

Notary Public

My Commission Expires:

L:\Alena\City of Dania Beach\Release and Satisfaction\City to CRA Parcels\June 2019\5042 33 15 0060.docx

RETURN TO:
Nicki Satterfield
Finance Director
City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, Florida 33004

PREPARED BY:
Timothy M. Ryan, Esq.
Ryan & Ryan, LLC
700 East Dania Beach Boulevard
Third Floor
Dania Beach, Florida 33004

RELEASE AND SATISFACTION OF MUNICIPAL LIEN

The City of Dania Beach, a Florida municipal corporation, does hereby release the property hereinafter described from the municipal lien recorded by the City of Dania Beach on October 19, 2010 in OR Book 47458, Page 924 of the Public Records of Broward County, Florida and does further declare said lien fully released and satisfied in its entirety. The subject property is described as follows:

Legal Description: HANSEN & NELSON SUB 3-76 D LOT 40,41 BLK A
Property ID: 5042 34 06 0230

IN WITNESS WHEREOF, the City of Dania Beach has caused this Release and Satisfaction of Municipal Lien to be executed this ____ day of June, 2019.

Signed, sealed and
delivered in the presence of:

CITY OF DANIA BEACH, a
Florida municipal
corporation

Attest: _____
THOMAS SCHNEIDER, CMC
City Clerk

By: _____
LORI LEWELLEN
Mayor

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on July____, 2019, by LORI LEWELLEN, Mayor of the City of Dania Beach, who is [] personally known to me or who has [] produced _____ as identification.

Notary Public

My Commission Expires:

RETURN TO:
Nicki Satterfield
Finance Director
City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, Florida 33004

PREPARED BY:
Timothy M. Ryan, Esq.
Ryan & Ryan, LLC
700 East Dania Beach Boulevard
Third Floor
Dania Beach, Florida 33004

RELEASE AND SATISFACTION OF MUNICIPAL LIENS

The City of Dania Beach, a Florida municipal corporation, does hereby release the property hereinafter described from the municipal liens recorded by the City of Dania Beach on December 2, 1998 in OR Book 29032, Page 1744, March 6, 2000 in OR Book 30307, Page 1165 and November 7, 2000 in OR Book 30998, Page 753 of the Public Records of Broward County, Florida and does further declare said liens fully released and satisfied in their entirety. The subject property is described as follows:

Legal Description:	HANSEN & NELSON SUB 3-76 D LOT 1, W 1/2 LOT 2 BLK B
Property ID:	5042 34 06 0260

IN WITNESS WHEREOF, the City of Dania Beach has caused this Release and Satisfaction of Municipal Liens to be executed this ____ day of July, 2019.

Signed, sealed and
delivered in the presence of:

CITY OF DANIA BEACH, a
Florida municipal corporation

Attest: _____
THOMAS SCHNEIDER, CMC
City Clerk

By: _____
LORI LEWELLEN
Mayor

Release and Satisfaction of Municipal Liens
Property ID # 5042 34 06 0260

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on July____, 2019, by LORI LEWELLEN, Mayor of the City of Dania Beach, who is [] personally known to me or who has [] produced _____ as identification.

Notary Public

My Commission Expires:

L:\Alena\City of Dania Beach\Release and Satisfaction\City to CRA Parcels\June 2019\5042 34 06 0260.docx

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE APPROPRIATION AND USE OF LAW ENFORCEMENT TRUST FUNDS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY TWO THOUSAND FIFTY DOLLARS (\$142,050.00) FOR PUBLIC SAFETY EQUIPMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR FUNDING

Purchasing Requests ONLY

Dept:

Acct #:

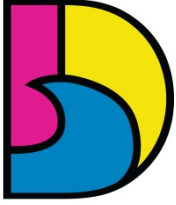
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

DFA-19-035 Request for LETF Funds, R-2019- BSO LETF Purchase of Public Safety Equipment, EXHIBIT A



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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-19-035

BY: Nicki Satterfield, Finance Director

DATE: July 30, 2019

SUBJECT: Law Enforcement Trust Fund Appropriations

REQUEST

The Administration seeks Commission review and approval of the attached resolution to appropriate Law Enforcement Trust Funds per request of the Broward Sheriff's Office.

BACKGROUND

The Broward Sheriff's Office is seeking to purchase one (1) surveillance trailer and two (2) license plate readers. The equipment will be utilized in high crime and high traffic areas to better assist BSO in protecting both the citizens and property of Dania Beach. The license plate readers will aid in enforcement of vehicular traffic and improve the safety of the residents and visitors of Dania Beach.

The official request from BSO is attached as "Exhibit A".

BUDGETARY IMPACT

The request for City LETF Funds is not to exceed One Hundred Forty Two Thousand Fifty Dollars (\$142,050.00). The current available balance in the City LETF account is \$194,987.00. Appropriation of this request will leave a current remaining balance of \$52,937.00.

RECOMMENDATION

It is recommended the City Commission approve the resolution to authorize purchase of the surveillance trailer and license plate readers as requested by the Broward Sheriff's Office.

RESOLUTION NO. 2019-075

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE APPROPRIATION AND USE OF LAW ENFORCEMENT TRUST FUNDS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY TWO THOUSAND FIFTY DOLLARS (\$142,050.00) FOR PUBLIC SAFETY EQUIPMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR FUNDING, FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That the recommendation from Broward Sheriff's Office Captain Daniel J. Marks, of the City of Dania Beach, to expend funds from the Law Enforcement Trust Fund in an amount not to exceed One Hundred Forty Two Thousand Fifty Dollars (\$142,050.00), as outlined in the attached composite Exhibit "A", which is made a part of and is incorporated into this Resolution by this reference, is approved.

Section 2. That these costs have not been planned or reflected in the current year approved budget; therefore, upon receipt of the appropriation described in Section 1 above, Captain Daniel Marks is authorized to expend such funds for the specific purposes set forth in Exhibit "A" and such funds will be made payable to the Broward Sheriff's Office for the specific purpose as described.

Section 3. That funds for this expenditure shall be appropriated from the City's Law Enforcement Trust Fund current revenues and reserve balances to the City's Law Enforcement Trust Fund –Professional Services, Account No. 104-21-01-521-31-10 in an amount not to exceed One Hundred Forty Two Thousand Fifty Dollars (\$142,050.00).

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 July 30, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

MEMORANDUM

surveilln

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

From: Captain Daniel J. Marks



Date: June 26, 2019

Subject: LETF Purchase

This memorandum is in reference to a request to purchase a surveillance trailer and two License Plate Reader (LPR) trailers. The purchase will be done using Law Enforcement Trust Fund (LETF) money. This equipment is state of the art and will be utilized in high crime, high traffic areas.

The surveillance trailer is self-contained with a three camera telescoping tower. Video can be viewed remotely and also be fed to the real time crime center where it may be monitored. This trailer can and will be deployed in neighborhoods, shopping centers and at special events. The cost of this equipment is \$67,250.00.

The two LPR trailers are equipped with two cameras and all hardware and software required to operate. The trailers are also equipped with a programmable LED speed sign. As vehicles travel past the trailer, the tags are captured and run through databases. The speed of the vehicle is also posted on the LED speed sign. The total cost per LPR trailer is \$36,000.00. With delivery, the total cost for two units is \$74,800.00.

Please see the attached quotes and let me know if you have any questions. Thank you for your time and consideration.

Vetted Security Solutions LLC

4185 35th St N
St. Petersburg, FL 33714
(727) 336-1452
rbarnett@vettedsolution.com
vettedsolution.com



ESTIMATE

ADDRESS

Broward County Sheriffs Office
FINANCE DIVISION
BROWARD SHERIFF'S OFFICE
P.O. BOX 9507
FT. LAUDERDALE, Florida
33310
USA

ESTIMATE # 2021**DATE 06/26/2019**

ACTIVITY	QTY	RATE	AMOUNT
Vigilant ALPR:LPR Speed Trailer (Wanco) Mobile LPR Trailer 2-Camera System - Custom color (Green) Software Includes: • Includes CarDetector Fixed LPR Software with TAS Alert Client • Includes Camera control package, Hot-List Management & reporting capabilities • Windows 10 Pro License Hardware Includes: • Custom Built Battery and Equipment Enclosure w/ sliding equipment drawer • 3x 200 aH sealed batteries • 2x Reaper Cameras • Enclosed Box built into trailer body • Powder-coated and oven-baked camera housings • Solid State Micro Intel i5 PC, USB3.0, Mini HDMI, 8GB DRAM, 120GB SSD, WIN 8.1 64 Bit OS • Router / Modem • Micro Shutdown Controller • GPS Puck • External Cell Antenna • Programmable LED Speed Sign • High output solar panels and solar charger • Remote Monitoring System	2	36,000.00	72,000.00
Vigilant ALPR:Vigilant CLK Fees:CLK Tier 2 VS-BSCSVC-02 Vigilant LPR Basic Service Package for	2	450.00	900.00

ACTIVITY	QTY	RATE	AMOUNT
Hosted/Managed LPR Deployments • Managed/hosted server account services by Vigilant - o Includes access to all LEARN and CarDetector software updates • Requires new/existing Enterprise Service Agreement (ESA) • Priced for 1 Cameras per year			
Vigilant ALPR:Vigilant Shipping:Wanco Trailer Delivery Delivery of 1 LPR Trailer to Agency • Includes flatbed delivery of LPR Trailer	2	950.00	1,900.00
Please see attached quote for a Wanco Speed Trailer w/ 2x Vigilant Reaper Cameras	TOTAL		\$74,800.00

Dania Beach - Broward

Accepted By

Accepted Date



5870 Tennyson Street, Arvada, Colorado 80003
Corp: 303-427-5700 | Cell: 470-233-9831 | Fax 303-427-5725 |
tim.paulino@wanco.com

QUOTE

FOR: **Broward County Sheriffs**
Robert Boris

QUOTE NO.: 20190206-02

TODAY'S DATE: 2/6/2019

QUOTE EXPIRES:

WANCO CONTACT	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Tim Paulino	BEST WAY	FOB FACTORY	5-6 Weeks ARO	NET 60	

SPECIAL INSTRUCTIONS

Solar/Battery PVS Trailer

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	LINE TOTAL
1		Wanco Solar PVS: INCLUDES: COMPACT BODY TRAILER, DUAL ELECTRIC WINCH 30' TOWER, EQUIPMENT BOX, SWITCH PANEL WITH LVD AND FAN CONTROLLER, 4- SEALED AGM BATTERIES & 45A CHARGER, 520W TILTING SOLAR ARRAY, 600W AC INVERTOR, AXLE LOCK BAR, COMBO 2-1/2" PINTLE & 2" BALL HITCH. COLOR: BODY = LT GREY ; TRAILER FRAME & TOWER = FLAT BLACK Includes: 2TB SSD NVR, Local controller monitor & keyboard 1 x Sierra Wireless 4G Modem (service by others) 3 x CAT 5E & 4 camera bracket 3 x Axis Q6125-LE PTZ Dome (1080p with IR)	\$66,500.00	\$66,500.00
1		Shipping	\$750.00	\$ 750.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
SUBTOTAL				\$67,250.00
SALES TAX				
TOTAL				\$67,250.00

To ensure prompt processing of your accepted quotation, please sign below and return this form to your Customer Service Representative.

I hereby accept this quotation: _____
Signed Date

Please print name: _____ PO or Ref. # _____

Quotation prepared by: Tim Paulino

THANK YOU FOR CONSIDERING WANCO
Driving traffic safety for over 30 years.

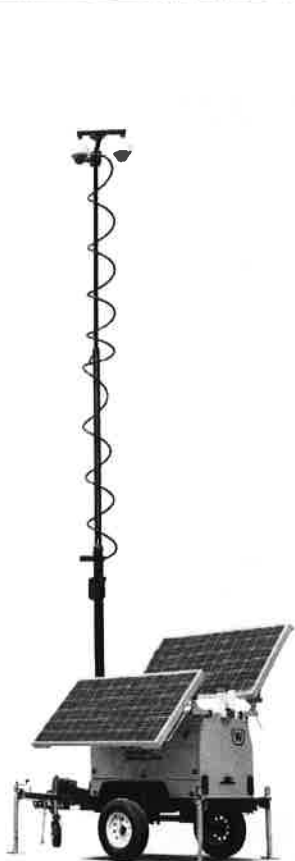
WANCO

SURVEILLANCE

PORTABLE REMOTE-VIDEO SOLUTIONS



800-972-0755
www.wanco.com



Solar PVS

Common applications:

- Law enforcement
- Homeland Security
- Military
- Airports
- Integrators

see page 9



Diesel PVS

Common applications:

- Law enforcement
- University campuses
- Large event facilities
- Long-term deployments
- Oil & gas operations

see page 10



Traffic PVS & Traffic RVMS

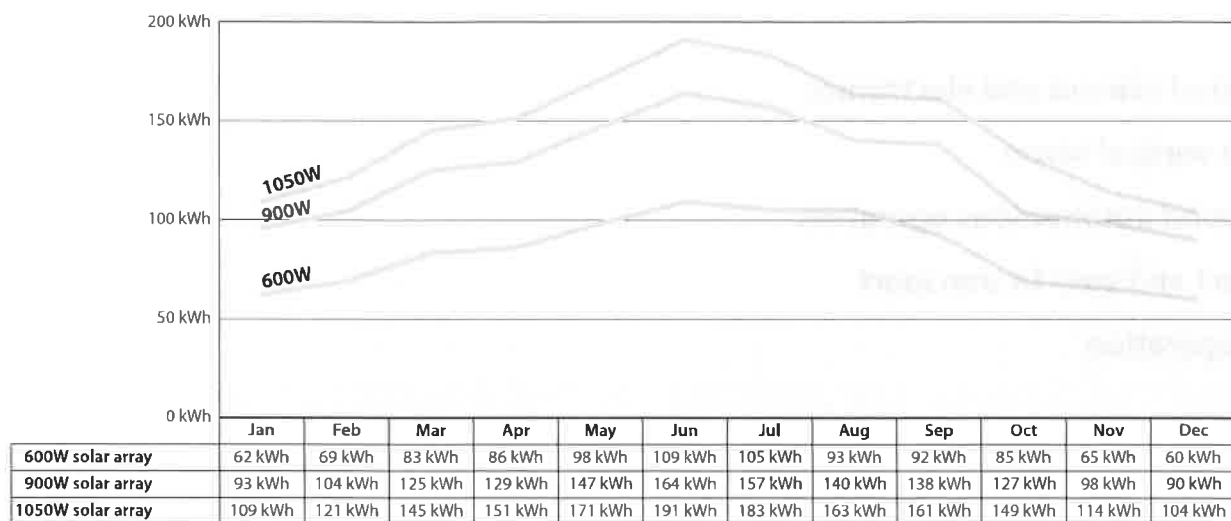
Common applications:

- DOTs
- Traffic engineering
- ITS platforms
- Law enforcement
- Parks and recreation

visit wanco.com



Solar yield example for Denver, Colorado



Choose a solar option to match the power demands of your equipment.

Base platform

- Rugged trailer built for integrators
- All welded structural steel frame
- Telescoping 20-foot tower with cable attached
- Onboard power with automatic charging system
- Electronics housed in locking weather-tight enclosure
- Nycoil[®] cable protection is optional

Power options

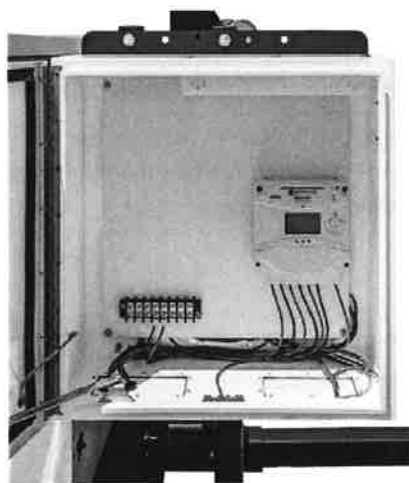
- 12 Vdc AGM batteries wired for 24 volts, your choice of 400 Ah or 800 Ah total capacity, 40 A AC charger included
- 600 W, 900 W, or 1050 W solar array
- Solar array tilts from horizontal to 90° vertical

Control box

- Back plate ready for installation of your electronics
- Aluminum enclosure measures 24 inches square and 10 inches deep
- Latch accepts user-supplied padlock

Add Your Own Gear

- Add your own cameras and accessories as needed
- Tower has two 1½-inch NPT connectors for pendant-style cameras
- Tower cable includes three CAT5, one 16/2, one ground
- Options include mounts for more cameras and other equipment
- LED light fixtures are optional



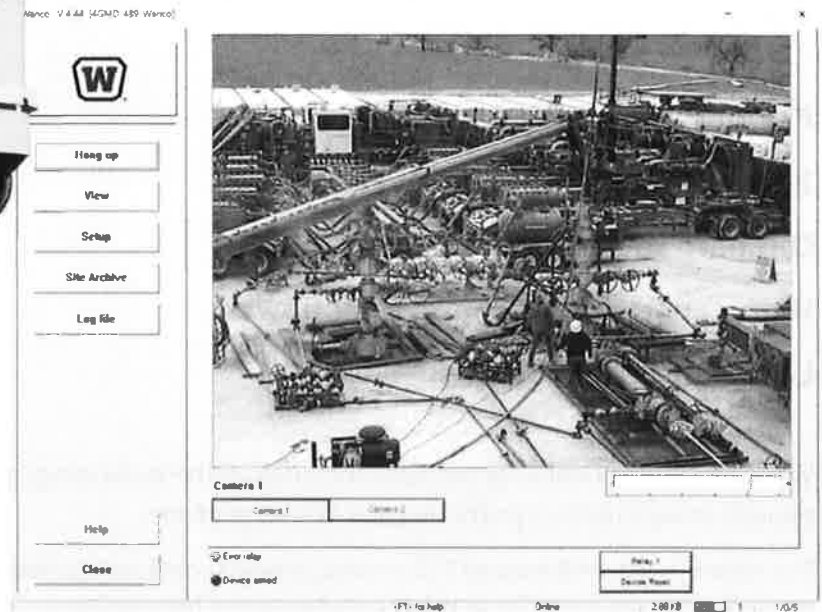
Control box wired and ready for installing electronics



1050-watt base platform in travel position

An optional infrared camera is specifically designed for mobile video surveillance applications. It combines an infrared PTZ camera with local recording capacity and wireless transmission technology in a single, compact unit.

The system offers optional video analytics that provide visual verification and email alarms for a range of intelligent surveillance applications. Autotracking allows automated monitoring.



Camera Control

Live video stream via 4G cellular or Wi-Fi

Multiple device connectivity

Zero latency PTZ control

Send and receive alarms and relay commands

License free, multi-use software

Optional IR camera

Built-in IR illuminator for nighttime use

160-foot (50-meter) IR illumination

1080p HD camera

20x optical zoom

360-degree pan, -5 to 90-degree tilt

Designed for use in no-light/low-light scenarios

4G cellular with Wi-Fi

Onboard NVR with recording up to 4TB

GPS location

Cellular plan included

Quick-connectors and lock-pin for easy installation



Cameras stow safely inside the high-security battery box for transport and storage



Travel position with cameras stowed inside secure battery box

Solar PVS System

Industry leading tamper-resistance

Designed for use in unprotected areas

Perfect for long-term deployments

Local and remote control

Provides unmanned 24/7 presence

Wanco's Portable Video Surveillance (PVS) System provides remote site monitoring in a robust, self-contained unit.

Rugged and dependable, this system features expanded capabilities with virtually any type of industrial- and military-grade components installed. The system is fully self-contained and self-sustaining, with onboard power, tamper-resistant features and wireless remote communications.

Access live and recorded video remotely, or through the integrated control center. Control cameras and other devices, and receive programmed event alerts, all in real time.

Features

Multiple outdoor IP-network cameras

Cameras are day/night PTZ dome style with 360° rotation

Axis, Vicon, WCCTV and other cameras available

Radar sensors, motion sensors and IR illumination are optional

All devices operate independently or simultaneously

Industrial- and military-grade components

Onboard digital recording to solid-state NVR

Secondary secure control cabinet houses 12-inch color monitor, keyboard and mouse

High-speed 4G LTE cellular modem* with built-in GPS and optional Wi-Fi

Multiple antenna types for the signal power and distance you need

26-foot or 30-foot telescoping pivoting tower

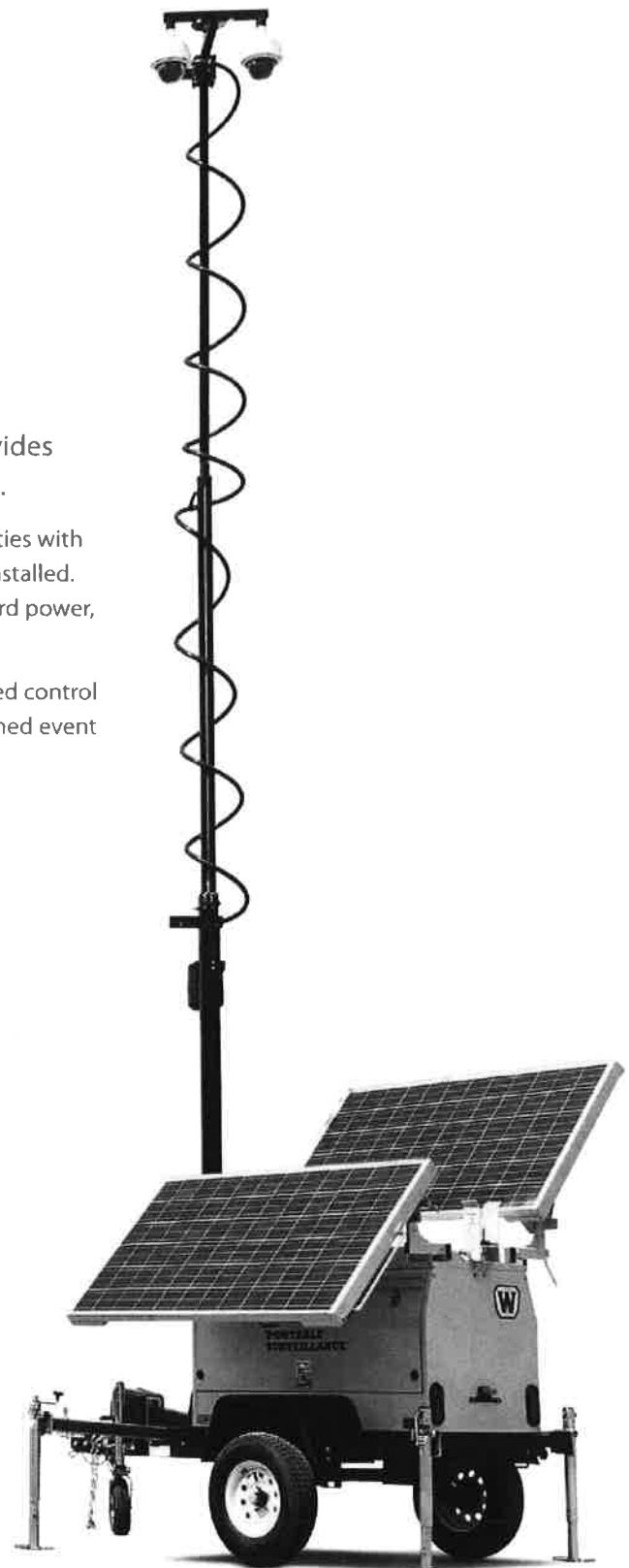
Cables secure in Nycoil conduit and not accessible to vandals from ground level

Electronics and power system housed in best-in-class steel enclosure with more than 16 individual locking points

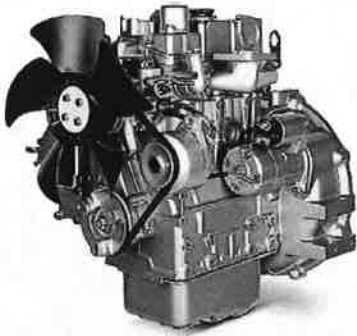
1000 Ah or 1500 Ah battery bank, sealed maintenance-free AGM batteries

Solar array tilts and locks in place for optimum exposure

**Requires cellular plan*



WCTB4S



Perkins®

You can rely on the robust, industrial-grade Perkins® power plant. Its top-flight engineering ensures dependable, optimized performance. The ultra-quiet, low-speed diesel engine charges the batteries that provide system power, and an auto-start controller conserves fuel by running the engine only when needed for keeping the batteries fully charged. The system can typically run 30 days or more on a single tank of fuel.



16-camera view

Single camera view



Take full control of your video surveillance from anywhere, quickly and easily with Arteco NEXT. This advanced technology design makes it easy to retrieve video, directly manage alarms, perform video analytics and access control events. Arteco stands out as a leader in intelligent video solutions with real-time event notifications, advanced analytics, interactive mapping and much more. Arteco NEXT integrates with leading monitoring control center software.

Features

- Multiple outdoor IP-network cameras
- Cameras are day/night PTZ dome style with 360° rotation
- Axis, Vicon, WCCTV and other cameras available
- Thermal cameras, radar units, motion sensors and IR illumination are optional
- All devices operate independently or simultaneously
- Industrial- and military-grade equipment
- Onboard digital recording to solid-state NVR
- Secondary secure control cabinet houses 12-inch color monitor, keyboard and mouse
- High-speed 4G LTE cellular modem* with built-in GPS and optional Wi-Fi
- Wi-Fi and many radio options to choose from
- Multiple antenna types for the signal power and distance you need
- 30-foot telescoping pivoting tower with Nycoil cable protection
- No wires or cables accessible from ground level
- Electronics and power system housed in best-in-class steel enclosure with 16 individual locking points
- Maintenance-free sealed AGM batteries housed in tamper-resistant enclosure

**Requires cellular plan*



Travel position, options include flashing beacon and spare tire

Solar Camera Trailer

Portable surveillance with silent power



Control center in 9U NEMA housing



Compact design for easy transport

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH THE DANIA ENTERTAINMENT CENTER, LLC (“DEC”), FOR THE USE OF A PORTION OF THE DANIA BEACH CASINO PARKING LOT LOCATED AT 301 E. DANIA BEACH BOULEVARD AS A POST-STORM STAGING AREA

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Casino Parking Lot Use, R-2019 - Post-Storm Staging Area Agreement with Dania Entertainment Center (DEC)



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

MEMORANDUM

DATE: July 30, 2019

TO: The Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Assistant City Manager

RE: Use of Dania Entertainment Center, LLC (Casino) Parking Lot for Post Storm Staging Area

REQUEST

City Administration is requesting City Commission approval of the attached Resolution ratifying agreement for use of a portion of Dania Entertainment Center, LLC (Casino) parking lot located at 301 E. Dania Beach Boulevard as a post-storm staging area for city-wide debris removal and monitoring efforts after hurricanes or severe storms.

BACKGROUND

The South Florida hurricane season officially began on June 1 and ends November 30. At the June 11th Commission meeting, the Commission approved a debris removal agreement with Bergeron Emergency Services, Inc. The scope of work under this agreement 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.

In the attached agreement, Dania Entertainment Center, LLC (Casino) will provide at no cost, the use of a portion of the northeast section of the Casino parking lot as a staging area for parking of City and contractor vehicles and related equipment associated with any post storm debris removal and monitoring efforts pertaining to hurricanes or severe storms.

The term of this agreement will be through November 30, 2022.

BUDGETARY IMPACT

There is no cost to the City.

RECOMMENDATION

City Administration recommends approval of Resolution ratifying agreement.

RESOLUTION NO. 2019-076

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH THE DANIA ENTERTAINMENT CENTER, LLC ("DEC"), FOR THE USE OF A PORTION OF THE DANIA BEACH CASINO PARKING LOT LOCATED AT 301 E. DANIA BEACH BOULEVARD AS A POST-STORM STAGING AREA; 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 proper City officials are authorized to execute an agreement with DEC for the use of a portion of its Casino parking lot to be used by the City as a post-storm staging area, which Agreement is attached as Exhibit "A", and made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Manager and City Attorney are authorized to make minor revisions to the related documents which are deemed necessary and proper and in the best interest of the City.

Section 3. That there are no costs associated with this Agreement.

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

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

PASSED AND ADOPTED on July 30, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS ANSBRO
CITY ATTORNEY

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND THE DANIA ENTERTAINMENT CENTER, LLC FOR THE USE OF
A PORTION OF THE PARKING LOT LOCATED AT 301 E. DANIA
BEACH BOULEVARD AS A POST-STORM STAGING AREA FOR CITY-
WIDE DEBRIS REMOVAL AND MONITORING EFFORTS**

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 Dania Entertainment Center, LLC, (“DEC”) a/k/a The Casino at Dania Beach, with a location and principal mailing address of 301 E. Dania Beach Boulevard, Dania Beach, Florida 33004.

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

1. DEC will provide the City, at no cost, the use of a portion of the Casino parking lot as a staging area for parking of City and contractor vehicles and related equipment associated with any post storm debris removal and monitoring efforts pertaining to hurricanes and severe storms. The area of the lot that will be assigned for use by the City will be determined at a later date and when it is, a sketch of it will be attached to this Agreement and incorporated by this reference. Personnel who park and store their vehicles and equipment shall be permitted to temporarily live in any vehicle designed for such temporary living use, but they will be responsible for keeping the parking area clean at all times. All such personnel are responsible for the security of their respective vehicles and equipment; DEC is not obligated to provide security of any kind. Directional signage for vehicle operations will be placed within the Casino parking area and adjacent road as approved by DEC.
2. The City accepts the parking area in its present condition “AS IS”. This Agreement provides only for use of the designated area of the parking lot and access to it.
3. The term of this Agreement will be for a period of time commencing on the date first written above through November 30, 2022, and is renewable upon the mutual written consent of both parties.

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

ATTEST:

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

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

DEC:

**Dania Entertainment Center, LLC
A Florida limited liability company**

Signature

Arnaldo Suarez

PRINT Name

Chief Executive Officer
Title

Dated: _____, 2019

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____, 2019,
by Arnaldo Suarez as Chief Executive Officer of Dania Entertainment Center, 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

Print Name of Notary

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION CREATING A COMPLETE COUNT ADVISORY COMMITTEE ("CCAC") FOR THE 2020 DECENNIAL CENSUS; SPECIFYING POWERS AND DUTIES OF THE CCAC; ESTABLISHING THE NUMBER OF MEMBERS OF THE CCAC; ESTABLISHING QUALIFICATIONS OF MEMBERS OF THE CCAC; PROVIDING FOR AUTOMATIC TERMINATION OF THE CCAC; PROVIDING FOR SERVICE WITHOUT COMPENSATION; PROVIDING FOR IMPLEMENTATION

Purchasing Requests ONLY

Dept:

Acct #:

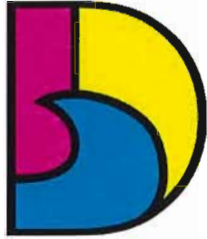
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

CM Complete Count, R-2019- Census Complete Count Advisory Committee



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: July 30, 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

RE: A resolution establishing the Dania Beach Complete Count Advisory Committee.

The Request

To create a Complete County Advisory Committee (CCAC) in order to publicize the Census 2020, recommend methods of disseminating information and conduct outreach to encourage participation in the Census. This action will augment other outreach activities of Broward County to focus locally on the City of Dania Beach.

CCAC is proposed to be comprised of members appointed by the City Commission, who shall serve without compensation. Each member of the City Commission may appoint up to two (2) committee members who are residents, business owners, or community leaders in the City of Dania Beach. The CCAC membership shall be comprised of members that are involved the community sectors such as faith based organizations, community based organizations, local schools/education, local businesses, healthcare, and other civic minded community organizations interested in promoting the Census 2020.

If approved, the City Commissioners can begin making appointments at the next City Commission meeting. It is anticipated that the initial meeting of the CCAC can be scheduled in September.

Background

At the request of the City Commission.

Budgetary Impact

No budgetary impacts.

Recommendation

Approve with conditions.

RESOLUTION NO. 2019-077

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING A COMPLETE COUNT ADVISORY COMMITTEE (“CCAC”) FOR THE 2020 DECENNIAL CENSUS; SPECIFYING POWERS AND DUTIES OF THE CCAC; ESTABLISHING THE NUMBER OF MEMBERS OF THE CCAC; ESTABLISHING QUALIFICATIONS OF MEMBERS OF THE CCAC; PROVIDING FOR AUTOMATIC TERMINATION OF THE CCAC; PROVIDING FOR SERVICE WITHOUT COMPENSATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the next Decennial Census (the “Census”) will be taken in 2020 and will determine the apportionment of representatives in the United States House of Representatives, state legislature, and local government; and

WHEREAS, communities rely on census statistics to plan for a variety of resident needs including new roads, jobs, housing, schools, and emergency services, and

WHEREAS, pursuant to Part IX “Advisory Boards,” Article 1 “General Provisions,” Section 1. “Creation” of the City of Dania Beach (the “City”) Charter, the City Commission is authorized to create advisory boards; and

WHEREAS, it is in the City’s best interest to create a CCAC in order to publicize the Census, recommend methods of disseminating information about the Census, and recommend outreach to encourage participation in the Census.

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

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

Section 2. That the City Commission hereby establishes the CCAC for the Census.

Section 3. That the CCAC shall be comprised of members appointed by the City Commission, who shall serve without compensation. Each member of the Commission shall appoint no more than two (2) persons.

Section 4. That each CCAC member shall be a resident, business owner, or community leader in the City of Dania Beach. The CCAC shall be comprised of persons from the sectors of the community such as faith based organizations, community-based organizations,

local schools/education, local businesses, healthcare, and other civic-minded community leaders interested in promoting the Census 2020.

Section 5. That the CCAC shall observe the following:

- A. The CCAC shall meet no less than once per month, at a date and time set by the CCAC to maximize participation and public interest.
- B. A majority of members of the CCAC shall constitute a quorum.
- C. The CCAC shall automatically terminate on October 31, 2020.
- D. The CCAC shall select a Chair and Vice Chair from among its members.
- E. The CCAC shall adopt rules and procedures for the conduct of its meetings.
- F. The CCAC shall meet at a location to be designated by the City Manager or designee.
- G. The City Manager or designee shall serve as a liaison for the CCAC.

Section 6. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 7. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED on July 30, 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

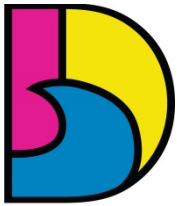
Continued from:

Requested Action (Identify appropriate Action or Motion)		
Approve Resolution Authorizing Expenditure of Funds with AMC Surveillance for Citywide Camera Installation, Repairs & Maintenance for Fiscal Year 2019-2020		

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

Fiscal Impact/Cost Summary

Exhibits Attached
DFA-19-036 AMC Surveillance, R-2019- AMC Surveillance Authorizing Expenditures for Camera Maintenance and Repairs



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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-19-036

BY: Nicki Satterfield, Finance Director

DATE: July 17, 2019

SUBJECT: Approval to exceed \$25,000 annual vendor threshold – AMC Surveillance Camera & Electronics, Inc.

REQUEST

The IT Department is seeking Commission review to exceed the annual vendor threshold of \$25,000.00 with AMC Surveillance Camera & Electronics, Inc. ("AMC")

BACKGROUND

AMC currently provides preventative maintenance, emergency repairs and new installations to the City's security camera system. The current annual maintenance contract is \$13,720.00. Unplanned additional expenses will result in the vendor exceeding the annual \$25,000 vendor threshold. These include the following:

- Higher than expected repairs to the Marina Access Control System \$3,200
- Higher than expected service calls at the Beach \$3,175
- Remodeling of the City Hall Atrium \$1,000 estimated
- The Dania Point Inspection Trailer \$1,500 estimated
- Public Services network was extended to the South West Community Center for the Parks and Recreation Administration staff \$800
- Dania Beach Grill \$2,900
- Additional Camera CW Thomas – \$750 estimated

BUDGETARY IMPACT

No additional funds are necessary. Funding is available within the respective funds and departmental budgets. As storm and hurricane season is now active, it is requested the vendor amount be approved with a not-to-exceed limit of forty thousand dollars as a contingency should further unexpected repairs become necessary.

RECOMMENDATION

The City Administration recommends City Commission approval of the resolution authorizing the purchase of camera/network goods and services from AMC Surveillance Camera & Electronics, Inc., which will exceed the annual \$25,000.00 vendor threshold for the fiscal year.

RESOLUTION NO. 2019-078

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS, FOR SURVEILLANCE SYSTEM CAMERA MAINTENANCE AND REPAIRS PURCHASED FROM AMC SURVEILLANCE CAMERA & ELECTRONICS, INC. FOR FISCAL YEAR 2018-2019, ENDING SEPTEMBER 30, 2019, INCLUSIVE OF EXISTING PURCHASES AND POTENTIAL FUTURE REPAIRS THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) FOR A CURRENT AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS (\$40,000.00); PROCEEDING WITHOUT COMPETITIVE BIDDING AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if 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 City entered into an annual maintenance agreement October 1, 2018 for fiscal year 2018-2019, with AMC Surveillance Cameras in an annual amount of Thirteen Thousand Seven Hundred Twenty Dollars (\$13,720.00) for citywide protection; and

WHEREAS, additional repairs and installation of new cameras outside the original service agreement have totaled Nine Thousand Two Hundred Thirty Four Dollars and Forty Cents (\$9,234.40) to date resulting in a current vendor total of Twenty Two Thousand Nine Hundred Fifty Four Dollars and Forty Cents (\$22,954.40); and

WHEREAS, the City Administration anticipates the possible addition of future upgrades or necessary system repairs or both to the camera surveillance systems in the current fiscal year including but not limited to the Dania Beach Marina, Southwest Community Center, Building Permit Site (Dania Pointe) and the Dania Beach Grill locations; and

WHEREAS, the future upgrades and further installations and repairs may exceed the annual Twenty Five Thousand Dollars (\$25,000.00) City purchase threshold for a single vendor and, therefore, City Commission approval is required; and

WHEREAS, the City Administration believes it is in the best interest of the City to have continuity in the installation and maintenance of the City-wide surveillance system;

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 surveillance cameras and related maintenance and repairs to be obtained from AMC Surveillance Camera & Electronics, Inc., in an amount exceeding the annual amount of the Twenty Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor in a not-to-exceed amount of Forty Thousand Dollars \$40,000.00 for fiscal year 2019. Further, the proper City officials are authorized to execute documents related to this approval.

Section 3. That all Departments’ purchases from AMC Surveillance Camera & Electronics, Inc. shall be subject to and made within the respective Departments’ approved level of their respective annual budget appropriations and in accordance with the City of Dania Beach Purchasing Policy.

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

Section 5. That this Resolution shall become effective upon its passage and adoption.

PASSED and ADOPTED on July 30, 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 AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN EXTENSION OF THE AGREEMENT EXISTING BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND BERMELLO, AJAMIL & PARTNERS, INC., A FLORIDA CORPORATION, FOR PREPARATION OF A PARKS AND RECREATION TEN YEAR MASTER PLAN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY THREE THOUSAND FIFTY DOLLARS (\$193,050.00)

Purchasing Requests ONLY

Dept:

Acct #:

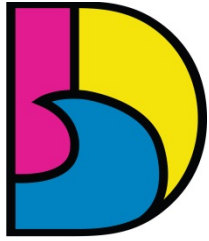
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to Commission - Extension of Agreement Bermello w-changes, R-2019- Bermello Parks and Recreation Master Plan Extension of Agreement, Exhibit "A" Bermello Ajamil Agreement for Parks Rec Master Plan executed (2), Exhibit B - Extension with Bermello Final 7-19-19



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: July 30, 2019

TO: Honorable Mayor and Commissioners

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

VIA: Eric Brown, Parks and Recreation Director

RE: Extension of Agreement for Bermello, Ajamil & Partners, Inc.

REQUEST

To approve the resolution to extend the Agreement with Bermello, Ajamil & Partners, Inc. until December 31, 2019.

I anticipated the Master Plan being completed by June 30, 2019. But because we had such great engagement with the Commission, during the Commission Parks Master Plan Workshop in April, discussing adding more innovation to our Parks, and incorporating a variety of park usage. So, we went back and made provisions to the plan.

BACKGROUND

On April 10, 2018, the City Commission selected Bermello, Ajamil & Partners, Inc. to prepare a Parks and Recreation Ten Year Master Plan (City RFP No. 18-003) and approved an Agreement (Reso. 2018-083).

On June 29, 2018, City officials executed an Agreement with Bermello, Ajamil & Partners, Inc. to prepare a Parks and Recreation Ten Year Master Plan.

On July 30, 2019, the Agreement expired.

BUDGETARY IMPACT

Funding was approved for Fiscal Year 2017-2018 in the amount of One Hundred Ninety Three Thousand Fifty Dollars (\$193,050.00) in the Parks and Recreation Department Budget Account No. 001-72-01-572-31-10.

RECOMMENDATION

It is recommended that the City Commission Approve the Resolution to Extend the Agreement with Bermello, Ajamil & Partners, Inc.

Ana M. Garcia, City Manager, ICMA-CM

RESOLUTION NO. 2019-079

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

WHEREAS, the City of Dania Beach, Florida, entered into an Agreement with Bermello, Ajamil & Partners, Inc., a Florida corporation ("Company"), upon an award of a bid for preparation of a Parks and Recreation ten (10) year master plan on April 10, 2018; and

WHEREAS, the City and the Company entered into an Agreement for one (1) year which began on July 16, 2018 and expired on June 30, 2019 with the option to extend the Agreement provided both parties agree, in writing; a copy of the Agreement is attached as Exhibit "A", and it is made a part of and incorporated into this Resolution by this reference; and

WHEREAS, the City and Company wish to extend the Agreement for an additional six (6) month period, retroactive to June 30, 2019 up to and through December 31, 2019;

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, 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 authorizes the proper City officials to execute an Extension of the Agreement between the City of Dania Beach and Bermello, Ajamil & Partners, Inc., a Florida corporation, for preparation of a Parks and Recreation ten (10) year master plan, during the term of the extended Agreement. A copy of the Extension of the Agreement is attached as Exhibit "B", which is made a part of and is incorporated into this Resolution by this reference.

Section 3. That the proper City officials are authorized to execute the Extension of the Agreement between the parties.

Section 4. That the City Manager and City Attorney are authorized to make any revisions to such Extension document as are deemed necessary and proper in the best interests of the City.

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

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

PASSED AND ADOPTED on July 30, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT (the "Agreement") entered into on July 16, 2018, between the City of Dania Beach, Florida, a Florida municipal corporation, (the "City") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and Bermello, Ajamil & Partners, Inc., a Florida corporation with a principal address of 2601 South Bayshore Drive, Suite 1000, Miami, Florida 33133.

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

1. Scope of Services. The Scope of Services for Phase I and Phase II of the Project is attached as Exhibit "A" and made a part of this Agreement.

2. Subcontracts. It is expressly agreed to by the parties that the City shall approve in advance in writing any subcontracts for any Sub-consultants and the fees to be paid them by Consultant, prior to any such Sub-consultant proceeding with any such work.

3. Term. The services will be rendered by the Consultant beginning on the date appearing above until this Agreement expires on June 30, 2019. This Agreement may be extended provided both parties agree, in writing, thirty (30) days prior to the date of termination.

4. Payment for Services. City agrees to pay Consultant a not to exceed amount of One Hundred Ninety Three Thousand Fifty Dollars (\$193,050.00).

4.1. Any necessary additional work, as determined by City, which is not covered by the approved written proposal, shall not be undertaken without a written amendment to this Agreement executed by both parties in advance of any work.

4.2. Consultant shall submit its invoices in the format and with supporting documentation as may be required by City.

4.3. City shall pay Consultant monthly for services rendered within thirty (30) calendar days from date of approval of each of Consultant's invoices by the City Manager. Invoices to be billed upon completion of task as outlined in the attached schedule. If any errors or omissions are discovered in any invoice, City will inform Consultant and request revised copies of all such documents. If any disagreement arises as to payment of any portion of an invoice, City agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.

4.4. Any invoice which is not timely paid as prescribed above will be subject to the accrual of interest at the statutory rate prescribed by applicable Florida law.

5. Indemnification of City. The Consultant shall, in addition to any other obligation, indemnify the City and to the fullest extent permitted by law, protect, defend 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 such property, 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 Consultant or its Sub-consultants, 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 Consultant or its Sub-consultants in the performance of the work;

(c) liens, and claims made by the Consultant or its Sub-consultants; and

(d) claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to a contract or in an attempt to collect monies due or claimed to be due to the City.

6. Insurance Requirements. The Consultant shall not commence Work under the contract until Consultant has obtained all insurance required under this paragraph, and not until such time that the coverages are approved by the Risk Manager of the City. The Consultant shall not allow any employee of Consultant or any Sub-consultant to commence Work until all Coverages required have been obtained and approved by the Risk Manager of the City. In addition, Consultant shall be responsible for any and all policy deductibles and self-insured retentions.

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 Consultant is responsible for providing 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.

Coverages shall be in force until all Work required to be performed under the terms of the contract 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 contract, including any applicable warranty period, then in that event, the Consultant 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 contract, including any extension of it, and including any applicable warranty period, is in effect. **THE CONSULTANT SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE CONTRACT, 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 CONTRACT OR ELSEWHERE IN THE PROPOSAL DOCUMENTS CONCERNING CONSULTANT DELAY.**

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

Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit, which shall provide that:

- “The City of Dania Beach” is added as a named “Additional Insured”;
- Thirty (30) days’ written Notice of Cancellation or modification is to be provided to City (if not available on the insurance policies, then Consultant has responsibility for notification); and Waiver of Subrogation.

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 One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

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

- Annual Aggregate shall apply “Per Job”;
- “The City of Dania Beach, Florida” is added as a named “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);
- Consultant’s insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the City;
- Thirty (30) days’ written Notice of Cancellation or modification to City (if not available on the insurance policies, then Consultant has responsibility for notification); and

- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

WORKERS' COMPENSATION INSURANCE shall be maintained by Consultant and any subconsultants during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Consultant (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 Consultant, its employees, and Subconsultants.

In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Consultant shall require any Subconsultants similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Consultant, by furnishing statutory limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability limits Part B.

IN NO EVENT SHALL THE CONSULTANT BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: I) ANY EMPLOYEE, SUBCONSULTANT OR SUBCONSULTANT EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR II) ANY EMPLOYEE, SUBCONSULTANT OR SUBCONSULTANT 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)**

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

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 added as a named "Additional Insured";
- Thirty (30) written days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Consultant has responsibility for notification); and Waiver of Subrogation.

7. Assignment of Agreement. The Consultant acknowledges, understands and agrees that its performance under this Agreement is or may be contingent upon the City receiving timely services from other consultants (the "Supporting Consultants"). The Consultant agrees to use its best efforts to coordinate its services with the services of the Supporting Consultants and further agrees that in the event the rendition of any services of any of the Supporting Consultants is delayed, such delay will not entitle the Consultant to any additional compensation or payment of any kind. Furthermore, the Consultant shall not be entitled to an increase in compensation, or be entitled to payment of any kind from the City, for damages or expenses incurred which are direct, indirect or consequential or other costs and lost profits of any kind including, but not limited to, costs of acceleration, inefficiency or extended overhead, arising because of any other delay, disruption, interruption, interference or hindrance from any cause whatsoever, whether such delay, disruption or interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Consultant for hindrances or delays caused solely by fraud, bad faith or active malicious interference on the part of the City. The Consultant shall only be entitled to extensions of time for performance as the exclusive and sole remedy for delay. In recognition of the fact that Consultant is not entitled to costs of acceleration arising out of the delays caused by Supporting Consultants, Consultant shall not be required to accelerate its services where delays have resulted from Supporting Consultants, unless the City agrees to compensate Consultant for such accelerated efforts.

8. Public Records Law. Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The City shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The Consultant will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the City. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or a document pertaining to this Agreement and Consultant acknowledges that such laws have possible application and agrees to comply with all such laws.

Upon request from the City custodian of public records, Consultant 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.

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. Upon completion of Work under 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 Consultant shall be delivered by the Consultant to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant 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 Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Consultant shall be withheld until all records are received as provided in this Agreement.

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

Custodian of Records:	THOMAS SCHNEIDER, CMC CITY CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004
Telephone number:	954-924-9800, Ext. 3623
Email:	<u>tschneider@daniabeachfl.gov</u>

9. Termination.

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

b. Termination of Agreement for Cause. If City elects to terminate the Agreement for cause, City will provide Consultant twenty (20) days' advance written notice to the Consultant. If Consultant promptly cures the matter giving rise to the cause within that time, this Agreement shall continue. If not timely cured, the Agreement will stand terminated and the City will pay Consultant for work completed less any costs, expenses and damages incurred by City as a result of such termination. If a court of competent jurisdiction determines that the termination was not authorized under the circumstances then the termination shall be deemed to be a termination for convenience.

10. Ownership of Documents. All correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, including drawings and specifications prepared or furnished by Consultant (and any of Consultant's Sub-consultants) pursuant to this Agreement shall become owned by and be the property of the City and the City shall consequently obtain ownership of them by any statutory law or common law and other reserved rights, including copyright; however, such documents are not intended or represented by Consultant to be suitable for reuse by City on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant or to Consultant's Sub-consultants. If City alters any such documents, City will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.

11. Notices. Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

City: Colin Donnelly, Assistant City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy to: Thomas J. Ansbro, City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Consultant: Alfredo C. Sanchez, AIA, AICP, Partner
Bermello, Ajamil & Partners, Inc.
2601 South Bayshore Drive, Suite 1000
Miami, Florida 33133

12. Governing Law. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

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

14. Venue; Fees. All claims, counterclaims, disputes and other matters in question between City and Consultant 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.

14.1 If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction. For any legal action arising out of or pertaining to this Agreement the Court shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida. In any litigation, the parties agree to each waive any trial by jury of any and all issues.

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

15. 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.

16. Attorney Fees and Costs. If City or Consultant incurs any expense in enforcing the terms of this Agreement, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and attorney fees.

17. Headings. Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

18. Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement and each such exhibit is incorporated by this reference.

19. Severability. If any provision of this Agreement or the 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, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

20. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

21. Consultant, any Sub-consultants and their respective employees and agents shall be and remain independent Consultants and not employees of City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties to this Agreement. All agents, employees and Sub-consultants of the Consultant retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility.

22. The Consultant understands and agrees that the City, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any contract, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such contract beyond such limits. Nothing contained in this Agreement shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Consultant shall not proceed with services under this Agreement without City's written verification that the funds necessary for Consultant compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

23. Consultant warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no City employee who acts in the City of Dania Beach as a "purchasing agent" as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the City of Dania Beach, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the

Consultant and, further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Consultant. Material interest means direct or indirect Ownership of more than five percent (5%) of the total assets or capital stock of the Consultant.

24. Consultant shall comply with all federal, state and City laws applicable to the Consultant services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act ("ADA") eligibility to perform services as specified in the Florida Public Entity Crime law and the Florida Building Code. The Consultant is expected to fully comply with all provisions of all laws and the City reserves the right to verify the Consultant's compliance with them. Failure to comply with any laws will be grounds for termination of the Agreement for cause.

25. In the event of any conflict between any provisions of this Agreement and any provision in any attached Exhibit, the parties agree that the provisions of this Agreement are controlling (including, but not limited to, all terms and provisions governing compensation). Further, any prior Agreement related to the services is rescinded and replaced by this Agreement.

26. Consultant agrees to perform its obligations under this Agreement in accordance with the degree of skill and care exercised by grant writers performing similar services under similar conditions. Consultant makes no other representations and no warranties, whether express or implied, with respect to the quality of its performance under this Agreement.

SIGNATURES OF THE FOLLOWING PAGES

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

ATTEST:



Thomas Schneider
THOMAS SCHNEIDER, CMC
CITY CLERK

CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation

Tamara James
TAMARA JAMES
MAYOR

Robert Baldwin
ROBERT BALDWIN
CITY MANAGER

Dated: June 29, 2018.

APPROVED FOR FORM AND CORRECTNESS:

Thomas J. Ansbro
THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

Joshua RAK
SIGNATURE

JOSHUA RAK
PRINT Name

[Signature]
SIGNATURE

RANDY HOLLINGWORTH
PRINT Name

CONSULTANT:
Bermello, Ajamil & Partners, Inc.
a Florida Corporation

[Signature]
SIGNATURE

ALFREDO C. SANCHEZ
PRINT Name

PARTNER
Title

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on 22ND, JUNE 2018,
by ALFREDO C SANCHEZ as PARTNER of Bermello, Ajamil & Partners, Inc., a
Florida corporation, on behalf of the company. He/she is personally known to me or produced
_____ as identification and did (did not) take an oath.

My Commission Expires



LOURDES E THUROW
MY COMMISSION # GG 095504
EXPIRES: August 18, 2021
Bonded Thru Budget Notary Services

Lourdes E Thurow
NOTARY PUBLIC
State of Florida

EXHIBIT “A”

SCOPE OF SERVICES
PHASE I AND PHASE II

**CITY OF DANIA BEACH
CITY WIDE PARKS MASTER PLAN
SCOPE OF SERVICES
PHASE I**

**NEEDS ASSESSMENT, STATISTICALLY VALID COMMUNITY SURVEY,
PARKS INVENTORY,
PARK SYSTEM RESOURCES CURRENT CONDITIONS, INDIVIDUAL PARKS
CONCEPT SITE PLANS**

Task No. I-1 Kick-Off Meeting

Carry out one (1) Kick-Off Meeting with Parks and Recreation staff and others as may be necessary to provide project protocols including time line.

Deliverables: Meeting Notes

Task No. I-2 Meet with Elected Officials

Carry out a one-on-one meeting with each of the City's Elected Officials to obtain their perceptions, ideas, issues and opportunities for the City Wide Parks Master Plan.

Deliverables: Meeting Notes

Task No. I-3 STATISTICALLY VALID COMMUNITY SURVEY

Preparation by B&A's Subconsultant, ETC Institute, of a Statistically Valid Community Survey to supplement the Needs Assessment. A copy of the approach and methodology is attached to this Scope of Services. Following is a summary of the deliverables outlined in their approach.

Deliverables: Design Sampling Plan, approved citizen survey instrument, and a description of the sampling plan; administering the Survey; Data Management and Quality Control and ETC Institute will provide a copy of the overall results to each question on the survey; Survey Analysis and Report; Priority Investment Analysis

Task No. I-4 Inventory and Assessment of Existing Park Conditions

Carry out a visit to each of the City's sixteen (16) parks and identify existing conditions. The parks are: Chester Byrd Park; C.W. Thomas Park; Denis Cove Park; Frank C. "Tootie" Park; Frost Park; Griffin Marine Park; I.T. Parker Center; Linear Park; Mildred V. Jones Park; Mulikin Park; North Side Maleluca Park; Ocean Park Beach; P.J. Mell Aquatic Complex; S.W. Community Center; Tigertail lake Center; Whiskey Creek.

B&A will carry out a photographic assessment of each individual park based on scaled aerial photos. Topographic/property survey of each individual park is not included in the Scope of Services.

For each park prepare a summary report outlining: Park Location and Context; Present Recreation Uses and Existing Park Conditions to include lands and buildings; Identified Issues and Opportunities. B&A will supplement this analysis with photos of each park as well as a location map.

Deliverables: Summary Report outlining conditions at each of the City's parks.

Task No. I-5 Park and Recreation Department Staff Needs Assessment Meeting

Meeting with Park and Recreation Department staff to discuss present park needs. B&A will place special emphasis on:

Task No. I-5.A Frost Park, P.J. Mell Park, C.W. Thomas Park Community Centers

Obtain from staff their perception of each Community Center space program needs. For each of the Community Centers array the Program Needs and provide a Diagram identifying to scale room size and proximity relationships of spaces identified. City to provide base information: existing building floor plan, survey.

Deliverables: Preliminary identified building and site program needs for each of the identified parks

Task No. I-5.B Other Parks and Recreation Activities

Obtain input from staff regarding individual park needs, identified sports venue changes and additions, and other improvements needed.

Deliverables: List of preliminary identified individual park needs

Task No. I-5.C Olsen School Site Re-Use

B&A will evaluate the space available in the area where the closed old school building is located and identify what recreation uses could be included in the land space available.

Deliverables: List of preliminary identified individual park potential uses and site sketch

Task No. I-6 Park System Resources Current Conditions

Assessing Parks System Resources and assessing Recreation Programs and Services is also an important part of a City Wide Parks Master Plan. These assessment have a direct impact on required facilities and the delivery of recreation programs and services.

As part of the Master Plan the B&A Team will complete a comprehensive analysis of how the City of Dania Beach Parks and Recreation currently provides recreation programs and services. This will include a gap analysis where possible deficiencies or shortcomings are identified as well as program strengths being recognized. This will be accomplished through a combination of site visits and interviews with key programming staff as well as a review of existing program data and information. The Phase I Current Conditions will provide the following:

A. Evaluation and Analysis of Management and Operations Practices

- a. Department organization
- b. Parks maintenance
- c. Operating budgets

B. Inventory and Assessment of Recreation Programs and Services

- a. Inventory of existing recreation programs
 - i. Programs by category
 - ii. Strengths and weaknesses
 - iii. Alternative providers
- b. Assessment of facilities that support recreation programs and services
 - i. Need for additional facilities
- c. Assessment of current marketing and promotions efforts

C. Deliverables: Summary Park System Resources Current Conditions

Task No. I-7 Stakeholder Meetings

Carry out one (1) stakeholder meeting with each of the Park and Recreation Board and the identified community stakeholder groups. These Board and community meetings

will be scheduled to take place within a maximum of a two (2) day period. The Board and community meetings will be with the following:

- City of Dania Beach Parks and Recreation Board
- NW Community Center/ Bird Point Committee
- Griffin Civic
- Dania Beach Improvements Association

Deliverables: Meeting notes.

Task No. I-8 Community Workshop No. 1 and 2 - Scoping Meeting

Carry out a Community Workshop in two (2) different parts of the City to present the Parks Existing Conditions Evaluation. Provide a forum to gather community preferences regarding physical plant needs and activities.

Deliverables: Workshop notes.

Task No. I-9 Summary of Individual Park Needs and Program

Based on the information gathered to present and the input received from community Workshop No. 1 and 2, Prepare a Summary Report on City Wide Parks Master Plan Individual Park Needs and Recommended Program

Task No. I-10 Parks and Recreation Staff Meeting

Present the program and recommendations to Parks and Recreation staff.

Deliverables: Meeting notes.

Task No. I-11 Individual Park Concept Site Plans

For all parks B&A will provide a sketch plan of proposed improvements where applicable. B&A will provide a maximum of six (6) park Rendered Concept Site Plan designs for the parks to be selected by the City of Dania Beach. These will be improvements to existing parks or new parks.

Deliverables: B&A will generate a Concept Site Plan design rendered in color for each of the selected parks.

Task No. I-12 Community Workshop No. 3 Summary of Needs and Concept Park Site Designs Presentation

Present the City Wide Parks master Plan Individual Park Needs and Recommended Program to the community.

Deliverables: PowerPoint presentation to be made at Community Workshop No. 3.

Task No. I-13 Parks and Recreation Department Review

Submit and meet with the Parks and Recreation Department to review the findings and the report.

Deliverables: Make changes as may be required.

Task No. I-14 Presentation to City Commission

Make a Power Point presentation to the City Commission of the findings and recommendations.

Deliverables: B&A will provide six (6) draft copies of the Phase I summary report findings and recommendations and one bound copy of the final adopted city of Dania Beach Phase I City Wide Parks Master Plan Needs Assessment. B&A will provide the electronic files of the reports.

PHASE II

CITY WIDE PARKS MASTER PLAN

Task No. II-1 LONG RANGE MAINTENANCE OBJECTIVES AND PARK SYSTEMS RESOURCES

Task No. II-1.A Long Range Maintenance Objectives

Based on the proposed parks improvements B&A's subconsultant Ballard*King Associates will develop an Operations and Maintenance Cost Analysis for each of the parks proposed to be improved and/or expanded.

Task No. II-1.B Park System Resource Phase II Recommendations

Based on the results of the assessment of Existing Park Resources Existing Conditions B&A's subconsultant Ballard*King will coordinate with the public input findings, industry best practices, and recreation programming trends analysis, to develop a program plan for the City of Dania Beach that will map areas of focus, methods of delivery and required resources for future recreation programming. An implementation plan that is specific to recreation programming will then be developed with input from City of Dania Beach Parks and Recreation Department staff and the project team. The Park System Resource Phase II recommendations will include the following deliverables:

Deliverables:

Phase II – Recommendations

- A. Recommendations for Management and Operations Practices**
 - a. Department organization*
 - b. Parks maintenance*
 - c. Operating budget needs and expectations to implement the plan*
- B. Recommendations for Recreation Programs and Services**
 - a. Future recreation program needs*
 - i. Program change and growth by category*
 - ii. Areas of program focus*
 - iii. Role of alternative providers*
 - b. Future recreation facility needs*
 - c. Future marketing and promotions needs*

Task II-3 Order of Magnitude Costs Analyses and Capital Improvements Plan

B&A will provide a cost analysis for each identified individual park investment for inclusion in the City's Capital Improvements Plan (CIP). *These costs analyses will be provided as an additional service by a specialized subconsultant. A separate price proposal will be provided*

Task II-4 Implementation Strategy

Formulation of a development strategy. Address implementation schedule that includes each park and proposed improvements in the overall context of the City's Capital Improvements Plan. Provide list of potential funding sources.

Task II-4 Final Parks Master Plan Report Preparation

Collect all the information gathered, designs generated and prepare a Final City Wide Parks Master Plan report to include project process, Master Plan findings and recommendations. The final Parks Master Plan Report will include all the graphics, tables and studies carried out during the process of Master Plan Development.

Task II-5 Community Workshop No. 4 - Commission Workshop

Deliverables: Present the Final Master Plan at a Commission/Community Workshop. This workshop will serve to present the totality of the proposed projects to the City Commission.

Task II-6 Parks Master Plan Final Review and Changes

Deliverables: Incorporate the Community Workshop comments and changes as part of the final document.

Task II-7 Presentation to Commission for Adoption

DELIVERABLES: B&A will provide six (6) copies of the final Master Plan report findings and recommendations and two bound copies of the final adopted city of Dania City Wide Parks Master Plan.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services 2400 East Commercial Boulevard Ste 600 Fort Lauderdale, FL 33308	CONTACT NAME: Kimberly Colomer	
	PHONE (A/C, No, Ext): 954-607-4131	FAX (A/C, No):
	E-MAIL ADDRESS: Kimberly.Colomer@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Casualty Insurance Co.	29424
INSURED Bermello, Ajamil & Partners, Inc. 2601 S Bayshore Dr Ste 1000 Miami, FL 33133-5437	INSURER B : Twin City Fire Insurance Co.	29459
	INSURER C : Continental Casualty Company	20443
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

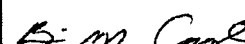
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		21 UUN KK3709	11/11/2017	11/11/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY		21 UUN KK3709	11/11/2017	11/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000		21 XHU KK3260	11/11/2017	11/11/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	21 WB AG1371	11/11/2017	11/11/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab Claims Made		AEH288262231	11/11/2017	11/11/2018	5,000,000 per claim 5,000,000 aggregate 100,000 deductible

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

30 Day notice of cancellation applies except for non-payment 10 notice applies

Certificate Holder is included as Additional Insured with respect to Commercial General Liability and Auto Liability when required by written contract. Waiver of Subrogation applies as respects to General Liability and Auto Liability when required by written contract. General Liability is Primary & Non Contributory when required by written contract. All of the above is subject to the terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER City of Dania Beach, Florida A Florida Municipal Corporation 100 W. Dania Beach Blvd. Dania, FL 33004	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services 2400 East Commercial Boulevard Ste 600 Fort Lauderdale, FL 33308	CONTACT NAME: Kimberly Colomer	
	PHONE (A/C, No, Ext): 954-607-4131	FAX (A/C, No):
	E-MAIL ADDRESS: Kimberly.Colomer@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Casualty Insurance Co.	29424
INSURED Bermello, Ajamil & Partners, Inc. 2601 S Bayshore Dr Ste 1000 Miami, FL 33133-5437	INSURER B : Twin City Fire Insurance Co.	29459
	INSURER C : Continental Casualty Company	20443
	INSURER D :	
	INSURER E :	
	INSURER F :	

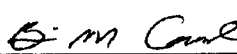
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		21 UUN KK3709	11/11/2017	11/11/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		21 UUN KK3709	11/11/2017	11/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☒ RETENTION \$10,000		21 XHU KK3260	11/11/2017	11/11/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	21 WB AG1371	11/11/2017	11/11/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab Claims Made		AEH288262231	11/11/2017	11/11/2018	5,000,000 per claim 5,000,000 aggregate 100,000 deductible

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

30 Day notice of cancellation applies except for non-payment 10 notice applies
 Certificate Holder is included as Additional Insured with respect to Commercial General Liability and Auto Liability when required by written contract. Waiver of Subrogation applies as respects to General Liability and Auto Liability when required by written contract. General Liability is Primary & Non Contributory when required by written contract. All of the above is subject to the terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER City of Dania Beach, Florida A Florida Municipal Corporation 100 W. Dania Beach Blvd. Dania, FL 33004	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**EXTENSION OF AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND BERMELLO, AJAMIL & PARTNERS, INC.**

This is an Extension of an Agreement (the "Extension"), which Agreement, dated July 16, 2018 (the "Agreement") exists between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and Bermello, Ajamil & Partners, Inc., a Florida corporation ("Consultant"), for development of a City-wide Parks Master Plan. The City and Consultant wish to extend the Agreement for an additional six (6) month period retroactive to June 30, 2019, up to and including December 31, 2019.

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

1. That the Agreement is extended and it shall remain in effect up to and including December 31, 2019.
2. That this Agreement is retroactive to June 30, 2019.
3. That the terms and conditions of the Agreement dated July 16, 2018, which is attached as Exhibit "A" and incorporated into this Extension by this reference, will remain the same throughout the term of this Extension.
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 Extension on _____, 2019.

CITY:

ATTEST:

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

CONSULTANT:

WITNESSES:

Bermello, Ajamil & Partners, Inc.
a Florida corporation

Signature

Signature

PRINT Name

PRINT Name

Signature

TITLE

PRINT Name

STATE OF FLORIDA
COUNTY OF _____

BEFORE me on _____, 2019, personally appeared _____, as _____ (title) of Bermello, Ajamil & Partners, Inc., a Florida corporation, who acknowledged execution of the foregoing Extension for the use and purposes mentioned in it, and that the instrument is the sole act and deed of the Consultant. Such person is personally known to me or has produced _____, as identification.

NOTARY PUBLIC
State of Florida

PRINT Name of Notary

My Commission Expires:

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO UTILIZE THE PRICING UNDER THE CITY OF TAMARAC REQUEST FOR PROPOSAL (“RFP”) NO. 19-23R TO PROVIDE SCHOOL CROSSING GUARD STAFFING SERVICES WITH WATERFIELD FLORIDA STAFFING, LLC, D/B/A ACTION LABOR OF FLORIDA, LLC, FOR A PERIOD OF TWO (2) YEARS, COMMENCING SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2021 WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS

Purchasing Requests ONLY

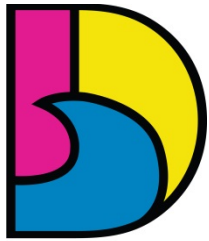
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

Memo - School Crossing Guard Service Agreement (Fin Rev 7-20-19), R-2019- Waterfield Florida Staffing dba Action Labor of Florida Agreement for School Crossing Guard Staffing Services (Piggyback with Tamarac), Exhibit A to Resolution - Tamarac RFP19-23R -- School Crossing Guard Ser..., Exhibit B to Resolution - Staffing Connections Orig Agreement, 1st and 2..., Exhibit C to the Resolution - Piggy Back Agreement Waterfield Services S..., Exhibit D Extension with Staffing Connection (1 week)



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: July 18, 2019

TO: Honorable Mayor, Vice Mayor and Commissioners

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

VIA: Paula Morrell, MHRM – HR / Risk Management Director

Re: School Crossing Guard Service Agreement

The Request

The City has been utilizing Staffing Connection of Ft. Lauderdale, newly re-named Waterfield Florida Staffing, LLC D/B/A Action Labor, for school crossing guard services since 2002. Throughout the years, they continue to provide exemplary service in safeguarding the children and residents of Dania Beach, and in knowing that other cities like, Tamarac, North Lauderdale, and Sunrise also utilize their services for the protection of their children along with their residents, we continue to feel confident in their services. Therefore, the City would like to continue the relationship with the trust it has in their staff and the company.

Background

As mentioned above, the City has used Staffing Connection since 2002, and currently has an agreement with them for an additional year which is set to expire August 26, 2019, at a rate of \$12.58 per hour, which has remained unchanged throughout its contract agreements, not to exceed \$119,258.40 annually.

The City took advantage of the evaluation and bid process conducted by an Evaluation Committee that consisted of the Tamarac Compliance Code Manager, the City of Sunrise Purchasing Specialist, the City of North Lauderdale Controller, the City of Tamarac Purchasing & Contracts Manager, and would like to piggyback off of their contract (RFP 19-23R) that was newly adopted and passed by the City of Tamarac's Commission on July 11, 2019; making Staffing Connection, now Waterfield Florida Staffing, LLC. D/B/A Action Labor, the number one company of choice for school crossing guard services. They are also coming in at the lowest rate

of \$11.52 per hour, of which Waterfield Florida Staffing, LLC has agreed to pay their personnel to cover crossing guards' services here at Dania Beach.

As the current contract expires August 26, 2019 and the new contract will not be effective until September 1, 2019, Human Resources is also seeking to extend the existing contract for one week until the new contract becomes effective.

Budgetary Impact

The cost associated with this agreement will exceed the annual vendor threshold of \$25,000.00 each fiscal year the contract is in place. The previous and current staffing rate per hour has been \$12.58; and the new rate will be \$11.52 per hour, giving the City a savings of \$1.06 per hour, and an estimated savings of \$13,000.00 over two year contract term.

That funding for the school crossing guard staffing services is planned and appropriated annually in the General Fund Contractual Services Account, Account No. 001-21-01-521-34-10 and such purchases are to be made within the respective departments approved annual budget appropriations.

Recommendation

It is recommended that the City Commission authorize the proper City officials to enter into an agreement with Waterfield Florida Staffing LLC utilizing the City of Tamarac's RFP 19-23R.

RESOLUTION NO. 2019-080

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO UTILIZE THE PRICING UNDER THE CITY OF TAMARAC REQUEST FOR PROPOSAL (“RFP”) NO. 19-23R TO PROVIDE SCHOOL CROSSING GUARD STAFFING SERVICES WITH WATERFIELD FLORIDA STAFFING, LLC, D/B/A ACTION LABOR OF FLORIDA, LLC, FOR A PERIOD OF TWO (2) YEARS, COMMENCING SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2021 WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS; 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), set the monetary threshold or limitation at Twenty Five Thousand Dollars (\$25,000.00); and

WHEREAS, the City Charter provides that competitive bids and advertisements for bids are not required if a purchase is made pursuant to a competitive bid obtained within the last eighteen (18) months by other governmental agencies such as the federal government, state of Florida or a Florida municipality or county; and

WHEREAS, the City Administration has determined that it is advantageous for the City of Dania Beach to utilize Waterfield Florida Staffing, LLC. d/b/a Action Labor of Florida, LLC (f/k/a Staffing Connections of Ft. Lauderdale) for school crossing guard staffing services; these are services which the City has utilized for a number of years; and

WHEREAS, the City Administration has determined that such services can best be obtained with Waterfield Florida Staffing, LLC. d/b/a Action Labor of Florida, LLC, under the City of Tamarac’s Request for Proposals (“RFP”) No. 19-23R, a copy of which is attached as Exhibit “A”, and made a part of and incorporated into this Resolution by this reference; and

WHEREAS, the City's current contract rate per hour is twelve dollars and fifty eight cents (\$12.58) with an estimated annual cost of Eighty Eight Thousand Dollars (\$88,000.00) during normal school year and One Hundred Nineteen Thousand Dollars (\$119,000.00) in years in which summer school may occur in Dania Beach; and

WHEREAS, the new proposed rate is eleven dollars and fifty-two cents (\$11.52), and Waterfield Florida Staffing, LLC, d/b/a Action Labor of Florida, LLC, has agreed to and shall maintain the same rate for the City of Dania Beach for a period of two years, beginning September 1, 2019 through August 31, 2021; and

WHEREAS, the existing contract with Staffing Connections of Ft. Lauderdale is set to expire August 26, 2019, with no further renewal options, a copy of which is attached as Exhibit "B", and made a part of and incorporated into this Resolution by this reference; and

WHEREAS, the new contract will not be effective until September 1, 2019, leaving a period of one (1) week without an existing contract; the Human Resources Department is seeking to extend the existing contract until September 1, 2019;

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

Section 1. That the foregoing recitals are true and they are incorporated into this Resolution by this reference.

Section 2. That the City Commission of the City of Dania Beach authorizes the proper City officials to execute an agreement with Waterfield Florida Staffing, LLC, d/b/a Action Labor of Florida, LLC, for school crossing guard staffing services, a copy of which Agreement is attached as Exhibit "C", and made a part of and incorporated into this Resolution by this reference.

Section 3. That the City Commission of the City of Dania Beach also authorizes the proper City officials to execute an amendment to an agreement with Staffing Connections of Ft. Lauderdale, LLC, from August 26, 2019 to September 1, 2019, a copy of which Agreement is attached as Exhibit "D", and made a part of and incorporated into this Resolution by this reference.

Section 4. That the contracted billing rate per hour for Waterfield Florida Staffing, LLC, d/b/a Action Labor of Florida, LLC, will be Eleven Dollars and Fifty-Two cents (\$11.52) and further will exceed the annual vendor threshold of Twenty Five Thousand Dollars (\$25,000.00) each fiscal year the contract is in place.

Section 5. That funding for the school crossing guard staffing services is planned and appropriated annually in the General Fund Contractual Services Account, Account No. 001-21-01-521-34-10 and such purchases are to be made within the respective Departments' approved annual budget appropriations.

Section 6. That the City Manager and City Attorney are authorized to make minor revisions to such documents as are deemed necessary and proper and in the best interest of the City.

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 July 30, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Date: May 9, 2019

RFP NO. 19-23R

**REQUEST FOR PROPOSALS
RFP 19-23R
SCHOOL CROSSING GUARD SERVICES**

ALL QUALIFIED PROPOSERS:

Sealed Proposals, shall be received through the City's e-Procurement website bidsandtenders™ for the above referenced RFP before **3:00 PM EDT local time, MAY 29, 2019**. Interested parties shall submit packages to: <https://www.tamarac.org/bids> for the following project:

School Crossing Guard Services

The City of Tamarac (City) is soliciting proposals on behalf of the Tamarac Community Development Department, and members of the Southeast Florida Governmental Purchasing Cooperative located in Northwest Broward County to obtain the services of a qualified firm to provide School Crossing Guard Services. Proposers shall submit responses electronically via <https://tamarac.bidsandtenders.org/Module/Tenders/en>, **on or before the date and time referenced above**. The City's solicitation management system will not accept electronic responses after 3:00 p.m. without exception. Any uncertainty regarding the time a submittal is received will be resolved against the submitting vendor. Bidder shall be required to register with bidsandtenders™ at www.tamarac.org/bids in order to obtain access to the bid documents, and to submit their electronic response.

Additionally, all written inquiries shall be submitted through bidsandtenders™ and all written addenda shall be communicated through bidsandtenders™ as well. For inquiries, contact the Purchasing & Contracts Division Office at (954) 597-3570.

City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interests of the City.

Proposal documents may be obtained via the Internet at the website above.



Keith K. Glatz, CPPO
Purchasing and Contracts Manager

Publish Sun-Sentinel: Wednesday, May 9, 2019

REQUEST FOR PROPOSALS

RFP 19-23R

SCHOOL CROSSING GUARD SERVICES

Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be opened in private. Award will be based on the criteria set forth herein.

I. INTRODUCTION

The City is soliciting proposals on behalf of the Tamarac Community Development Department, and various cities in Northwest Broward County to obtain the services of a qualified firm to provide School Crossing Guard Services.

II. INFORMATION

For information pertaining to this Request for Proposals (RFP), contact Purchasing and Contracts Manager Keith Glatz at (954) 597-3567. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will be transmitted only by written addendum.

All questions must be electronically submitted in writing through the City's Bids & Tenders electronic platform, available at www.tamarac.org/bids.

III. SCHEDULE OF EVENTS

A. The schedule of events related to this Request for Proposals shall be as follows:

RFP Document issued	May 9, 2019
Deadline for Written Questions	May 20, 2019 @ Noon
Deadline for Receipt of Proposals	May 29, 2019 @ 3:00 PM
Evaluation of Proposals	May 29 – June 11, 2019
Presentations by Short-listed Proposers (if applicable)	June 11, 2019
Final Ranking of Firms	June 13, 2019
Anticipated Award by Commission	July 10, 2019

All dates are tentative. City reserves the right to change scheduled dates.

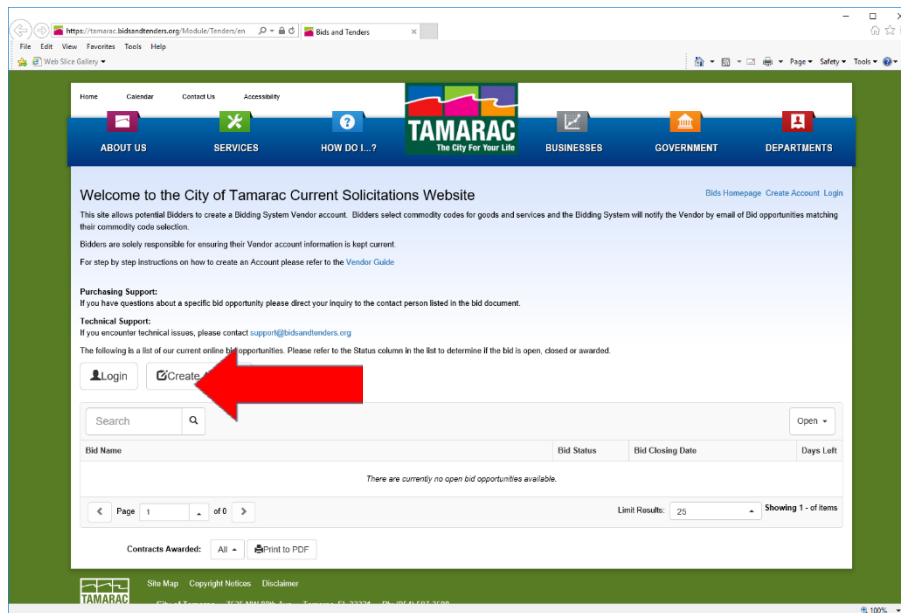
REQUEST FOR PROPOSAL 19-23R SCHOOL CROSSING GUARD SERVICES

B. VENDOR REGISTRATION

1. HOW TO REGISTER FOR OUR E-PROCUREMENT WEBSITE

1.1 Follow the step-by-step below to see how to sign up for our new e-Procurement system.

A. Once you arrive at the registration page, you may sign-up by clicking-on the “Create Account” tab as shown below:



B. Fill-in your firm's contact information on the next page where the blue arrows are shown:

The screenshot shows the 'Organization Details' registration form. The form includes fields for Legal Company Name, Address 1, Address 2, City, Postal Code / Zip Code, Province / State, Country, Fax, and Website. Blue arrows point to the input fields for these details. The form also includes a section for HST# / GST# and a checkbox for 'Emergency Vendor'.

C. Use the Search Function to find the categories that you wish to bid on (example: Roofing). Then select the categories for which you are interested in receiving bid

notifications.

- D. Select the City of Tamarac as an entity. The default is checked to all, but you can clear the selections, and just click on the City of Tamarac (which will be **ABSOLUTELY FREE** for you.) You may also wish to choose other entities as well, but some entities may require you to pay a small fee. Please note that most entities, at this point, are located in Canada.

The screenshot shows the 'Categories' section with a list of categories including 'Routing' and 'Routing and Kiosk'. A blue arrow points to 'Routing and Kiosk'. Below this is the 'Agency Notifications' section, which lists various agencies. A blue arrow points to 'City of Tamarac' in the list.

- E. Add your contact information and set-up your user name and password. (The password parameters are shown to assist you in developing your USERID and password). We recommend that you specify emergency contact information as shown. After you press "Continue", you will receive an acknowledgement of successful entry.

The screenshot shows the 'Contact(s)' form with various input fields. Blue arrows point to the following fields: First Name, Last Name, Email, Password, Confirm Password, Phone, Address, and Emergency Contact.

IV. INSTRUCTIONS TO OFFERORS & STANDARD TERMS AND CONDITIONS

19-23R

SCHOOL CROSSING GUARD SERVICES

OUR VISION & MISSION

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

*Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference*

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

ACCESSIBILITY

The information contained in this document is available in an accessible format at:
<https://tamarac.bidsandtenders.org/Module/Tenders/en>.

A. INSTRUCTIONS TO OFFERORS

1. INTRODUCTION & AUTHORITY

It is the intent of the City to award to the most responsible and responsive Responding firm. The City reserves the right to accept or reject any or all responses and to waive any informality concerning the responses when such rejection or waiver is deemed to be in the best interest of the City. The City reserves the right to award the response on a split order basis,

lump sum or individual item basis unless otherwise stated, whichever is in the best interest of the City.

This solicitation is issued pursuant to the City of Tamarac Code, Chapter 6, "Finance & Taxation", Article V, "Purchasing Procedures", Section 6-141 et seq.

2. TYPES OF SOLICITATIONS ISSUED BY THE CITY

Anytime the City releases a new solicitation it will contain a suffix of one of the following types:

B = Invitation for Bid (ITB)
R = Request for Proposal (RFP)
L = Letter of interest (LOI)
Q = Request for Qualifications (RFQ)
RB = Re-Bid
RP = Re-Proposal
FQ = Formal Quotation (RFFQ)
IQ = Informal Quotation (RFIQ)
HQ = Housing Quotation (RFHQ)

This prefix/suffix will determine what type of solicitation the City will be utilizing.

3. DEFINED TERMS

- 3.1 "Addenda"** – Written or graphic instruments issued prior to the opening of Solicitations which clarify, correct, or change the solicitation requirements or the contract document.
- 3.2 "Agreement"** – The written agreement between the City and the Contractor covering the Work to be performed including other Contract Documents that are attached to the Agreement and made a part thereof.
- 3.3 "City"** - the City of Tamarac, a municipal corporation of the State of Florida.
- 3.4 "Contract Administrator"** – The Department's Director, or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the Board concerning the Contract Documents.
- 3.5 "Contract Documents"** – The contract documents consist of this Agreement, conditions of the contract (General, Supplementary and other Conditions), drawings, specifications of this Solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the

Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

3.6 "Contractor" - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

3.7 "On-line e-procurement system" or "e-procurement system" – The City of Tamarac's solicitation management partner "bidsandtendersTM"

3.8 "bidsandtendersTM" -- The City of Tamarac's on-line solicitation management partner and the e-procurement system used by the City. The terms "on-line e-procurement system" and "bidsandtendersTM" may be used interchangeably herein.

3.9 "Request for Proposals (RFP)" -- A Request for Proposals (RFP) is a method of procurement permitting discussions with responsible respondents and revisions to proposals **prior** to award of a contract. Proposals will be opened in private. Award may be made based on the responses based on the criteria set forth herein.

3.10 "Respondent/Offeror/Proposer" - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Respondent, who submits a Proposal to the Offeror.

3.11 "Response Documents/Proposal" - the Request for Qualifications, Instructions to Offerors, Respondent's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Respondent's Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).

3.12 "Successful Offeror/Respondent" - the qualified, responsible and responsive Offeror/Respondent to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.

4. CLARIFICATION & ADDENDA

4.1 Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Scope of Work outlined in this document, the Special Conditions and/or the Scope of Work shall prevail.

4.2 The responding firm shall examine all response documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found,

the Responding firm shall contact the Purchasing & Contracts Division Office immediately.

4.3 Any inquiries, suggestions, requests concerning clarification, or requests for additional information shall be submitted online at <https://tamarac.bidsandtenders.org/>.

4.4 The City of Tamarac reserves the right to amend this proposal document prior to the response opening date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

4.5 ** SPECIAL NOTE** -- Addendums will only be issued electronically through the City's web-site. Vendors will be notified of the availability of new solicitations and addendums via e-mail (per the vendor's selected commodity choice).

It is essential that all vendors receiving a bid or proposal download the document from the City's web-site.

All responding firms must visit <https://tamarac.bidsandtenders.org/> to download response documents. Responders must create a New Account with the City's solicitation distribution partner, bids&tenders™, and must select the commodity codes for which they wish to be notified. Upon selection of commodity codes and the completion of registration, responders will receive electronic e-mail notifications any time new solicitations are uploaded for the specific commodity codes selected. The notifications will provide vendors a link, allowing the vendor to download the package and receive all new addendums released by the City for that solicitation. It is the Contractor's responsibility to select the correct Commodity Code associated with what type of items or services they can provide to the City.

Upon completion of the registration process, a confirming e-mail will be sent to the individual who registered. Addendums will be uploaded to the City's website but regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to ensure that they have received all addendums issued for a solicitation prior to submitting a response. Offerors shall be solely responsible for maintaining accurate contact data with the Responses and Tenders. The City shall under no circumstances be responsible for and errors or omissions in vendor's contact information on file with. Updates to contact information may be requested by contacting Bids and Tenders at support@bidsandtenders.org.

5. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

The following is a summary of documents required to be submitted, or agreed to electronically for this proposal. Failure to include a technical proposal, cost proposal, bid surety (only if required below), or any other document that, by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal. Many of the requirements require proposer to

agree or disagree electronically, and the system will not allow for proposal electronically transmission until each item receives a response by Proposer. Other forms or documents which, by their nature do not impact price or the Offeror's cost of doing business should accompany the Proposal; but must be provided within three (3) business days of the City's request to be considered responsive:

- Letter of Transmittal (upload)
- Required Narratives responding to requirements outlined in the Statement of Work. (upload)
- Certification Forms (electronic)
- References (electronic)
- Vendor Drug Free Workplace Requirement (electronic)
- Non-Collusive Affidavit Form (uploaded)
- Scrutinized Nations Requirement (electronic)
- Proof of applicable insurance (uploaded)
- Listing of any Subcontractors to be utilized. (electronic)
- The City reserves the right to request the most recently completed audited financial statement, or other approved documentation to verify financial viability.

6. SUBMISSION OF PROPOSALS

- 6.1** The Proposer is directed to access proposal documents by registering on-line with bidsandtendersTM at www.tamarac.org/bids . All proposal documents will be made available at this site.
- 6.2** The Proposer is furthermore directed to deliver sealed proposals online at: <https://tamarac.bidsandtenders.org/Module/Tenders/en>
- 6.3** All proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.
- 6.4** Proposers shall electronically acknowledge the receipt of all addenda.
- 6.5** Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.
- 6.6** Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear in the document.
- 6.7** Proposals shall be electronically submitted to the Purchasing and Contracts Division on or before the time indicated in the Request for Proposals via the bidsandtendersTM on-line solicitation system. Proposals will be held on the bidsandtendersTM server as an encrypted document, with no access by the City of Tamarac or others until immediately following the proposal closing date and time, at which time all responses shall be securely released to the City.

6.8 In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information or trade secrets considered confidential and/or proprietary which may be considered exempt under Florida Statute §119.07(t).

6.9 All Proposals received from Offerors in response to the Request for Proposals will become the property of City. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.

6.10 The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.

6.11 Electronic Media Submission: The City may require that machine readable information and data, including computer assisted drafting designs (AutoCAD files) be provided by the proposing firm as a part of its submittal. The proposing firm shall not be liable for claims or losses arising out of, or connected with, modification by the City, or anyone authorized by the City, decline of accuracy or readability of data due to storage or obsolescence of equipment or software, any use by the City or anyone authorized by the City, of such data for additions to projects except as authorized in writing by the proposing firm. Such files should be submitted on-line at <https://tamarac.bidsandtenders.org/Module/Tenders/en>.

7. MODIFICATION AND WITHDRAWAL OF PROPOSALS

7.1 Proposals may be modified or withdrawn by a duly executed document signed by a corporate officer or other employee with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Purchasing and Contracts Division Office at any time prior to the deadline for submitting Proposals, and may be alternatively completed on-line at <https://tamarac.bidsandtenders.org/Module/Tenders/en>. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time.

7.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal, but the intended correct Proposal is not similarly evident, Offeror may withdraw its Proposal and any bid security will be returned. Thereafter, the Offeror may be disqualified from further bidding on the subject Contract.

8. REJECTION OF PROPOSALS

8.1 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

8.2 City reserves the right to reject the Proposal of any Offeror if City believes that it would not be in its best interest to make an award to that Offeror, whether because the Proposal is not responsive, the Offeror is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

9. QUALIFICATIONS OF PROPOSERS

9.1 Proposals will be considered from firms normally engaged in providing the service requested. The proposing Firm must demonstrate adequate experience, organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of Tamarac. The City of Tamarac will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject proposals where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.

9.2 Each Offeror shall complete the Offeror's Qualifications Statement and submit the form with the Proposal. Failure to submit the Offeror's Qualifications Statement and the documents required thereunder may constitute grounds for rejection of the Proposal.

9.3 No proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible or unreliable by City. City will be the sole judge of said determination. The City reserves the right, before recommending any award, to inspect the facilities, equipment and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions.

9.4 Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

10. OMISSION OF DETAILS

10.1 The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

10.2 For the purpose of evaluation, the Respondent must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the requirements in every respect.

11. NON-COLLUSIVE AFFIDAVIT

Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit this form with the response/proposal. The City considers the failure of the Offeror to submit this document to be a major irregularity, and may be cause for rejection of the response

12. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Responding firms shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

13. QUANTITIES

Any quantities and/or required hours which may be shown herein, as applicable, are based on actual assignments at the time of proposal closing. Each individual entity shall have the right to make necessary adjustments to accommodate the needs of their community. The City and each individual participating entity reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City or the individual participating entity.

14. DELIVERY

All commodity items, as may be applicable herein, shall be delivered F.O.B. destination to an address specified by the using agency. All delivery costs and charges must be included in the proposal price. The City reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the proposal.

15. SAMPLES AND DEMONSTRATIONS

When requested, samples of gear or other equipment to be used as a part of this contract are to be furnished free of charge to the City or the participating entity. If a sample is requested, it must be delivered within seven days of the request unless otherwise stated in the proposal. Each sample must be marked with the

Proposer's name and manufacture's brand name. The City/participating entity will not be responsible for returning samples. The City/participating entity may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Proposer.

16. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

Firm Pricing: Any pricing provided shall be fixed and firm to the extent required under the Statement of Work herein. Payment will be made only after receipt and acceptance of services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for response evaluation.

Prompt Payment Discounts: Offerors are encouraged to provide prompt payment terms. If no payment discount is offered, the Offeror shall enter zero (0) for the percentage discount to indicate net 30 days. If the Offeror does not enter a percentage discount, it is understood and agreed that the payment terms shall be two percent (2%) ten (10) days, net thirty (30) days effective on the date that the City receives an accurate invoice or accepts the services, whichever is the later date. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the Local Government Prompt Payment Act, F.S. Chapter 218. (See link for more information)

*******IMPORTANT NOTE*******

Payments by Electronic Funds Transfer: ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <https://tamarac.seamlessdocs.com/f/DirectDeposit>.

Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

17. TAXES

The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

18. RESPONSE TABULATION

After the response time has closed, and after review by the Evaluation Committee, a tabulation of points awarded to each response will be posted online at: <https://tamarac.bidsandtenders.org>. Offerors will be able to download the tabulation at the link provided directly above. The City may or may not notify unsuccessful Responding firms of contract awards.

Pursuant to Florida Statute Chapter 119, Section 7(m), sealed

responses and quotations or proposals received by an agency pursuant to invitations for bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §120.57(3) (a), or within 30 days after bid/proposal opening, whichever is earlier.

19. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Proposers shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Proposers shall note any deviation or variance with the Form Agreement document at the time of bid submission.

20. OTHER GOVERNMENTAL ENTITIES

If a Proposer is awarded a contract as a result of this RFP, Proposer will, if Proposer has sufficient capacity or quantities available, provide to other governmental agencies, in addition to the original participants in this Agreement, so requesting, the products or services awarded in accordance with the terms and conditions of the Request for Proposals and resulting contract.

21. UNBALANCED RESPONSES

When a unit price proposed has variable or estimated quantities, and the response shows evidence of unbalanced pricing, the City reserves the right to reject such response.

22. INFORMATION REQUESTS AFTER DUE DATE

Pursuant to Florida Statute Chapter 119, Section 071(1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.

23. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

24. CONTINGENT FEES PROHIBITED

The Offeror must warrant that it has not employed or retained a

company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

As a part of the proposal evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Broward County Sheriff's Office. Proposer's submission of a proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.

25. PROHIBITION AGAINST LOBBYING

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any City Commission members, candidates for City Commission or any employee of the City.

Remainder of Page Intentionally Blank

25.1 Contact should only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing and Contracts Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

25.2 During a formal solicitation process, contact with personnel of the City of Tamarac other than the Purchasing and Contracts Manager or designated representative regarding any such solicitation may be grounds for elimination from the selection process. (Reference: Tamarac Procurement Code Section 6-156.)

26. PROTESTS

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing and contracts manager. The protest shall be submitted in writing within five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto and shall be submitted with the procedures outlined in section 6-154 "Appeals and remedies" of the Tamarac procurement code, available at the following link:

https://www.municode.com/library/fl/tamarac/codes/code_ofordinances?nodeId=PTIICO_CH6FITA_ARTVTAPRCO

27. WITHDRAWAL OF PROPOSAL

Any Responding firm may withdraw its proposal prior to the indicated opening time. The request for withdrawal must be completed online at <https://tamarac.bidsandtenders.org/Module/Tenders/en>. This must be requested prior to the proposal opening date and time.

28. BACKGROUND INVESTIGATION

B. STANDARD TERMS & CONDITIONS

These standard terms and conditions apply to all offers made to the City of Tamarac by all prospective Proposers including but not limited to Request for Quotes, Request for Bids and Request for Proposals. As such the words "bid" and "proposal" are used interchangeably in reference to all offers submitted by prospective Proposers. Any and all special conditions in this RFP or any sample agreement document that may be in variance or conflict with these Standard Terms and Conditions shall have precedence over these Standard Terms and Conditions. If no changes or deletions to Standard Terms and Conditions are made in any Special Conditions which may be contained herein, or in the Scope of Work, then the Standard Terms and Conditions shall prevail in their entirety.

1. PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirements of the proposal shall be just cause for cancellation of the proposal award; notwithstanding any additional requirements enumerated in the Special conditions herein relating to performance based contracting. The City may, by written notice to the Proposer, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

2. SAFETY STANDARDS

Proposer shall be responsible to supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Proposer shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Proposer shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Proposer's expense.

3. TERMINATION

3.1. DEFAULT: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

3.2 TERMINATION FOR CONVENIENCE OF CITY: Notwithstanding any additional requirements for performance based contracting contained in the special conditions herein, the final Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

3.3 FUNDING OUT: This agreement shall remain in full force and effect only as long as the expenditures

provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

4. ASSIGNMENT

The Proposer shall not transfer or assign the performance required by this proposal without the prior written consent of the City. Any award issued pursuant to this proposal and monies that may become due hereunder are not assignable except with prior written approval of the City. For purposes of this Agreement, any change of ownership of the proposer shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of the City and its successors and assigns.

5. EMPLOYEES

5.1 Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

5.2 Unauthorized Aliens: The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this RFP. This applies to any sub-contractors used by the Contractor as well.

6. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; 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 and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

7. INSURANCE REQUIREMENTS

Proposer agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

Proposer shall obtain at Proposer's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Proposer shall maintain such insurance in full force and effect during the life of this Agreement. Proposer shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Proposer shall indemnify and save the City harmless from any damage resulting to it for failure of either Proposer or any subcontractor to obtain or maintain such insurance. The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

Insurance Requirements		
Line of Business/ Coverage	Occurrence	Aggregate
	Limits	
Commercial General Liability Including:		
Premises/Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard	\$1,000,000	\$1,000,000
Products/Completed Operation		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Automobile Liability	\$1,000,000.00	\$1,000,000.00
Workers' Compensation & Employer's Liability	Statutory	

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Proposer nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Proposer will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Proposer's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Proposer's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Proposer shall be responsible for the payment of all deductibles and self-insured retentions.

The City may require that the Proposer purchase a bond to cover the full amount of the deductible or self-insured retention. If the Proposer is to provide professional services. The City reserves the right to request the successful Proposer to provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the

aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance in the event that the successful Proposer provides professional services as agreed upon with City.

8. INDEMNIFICATION

8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

8.2 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 indefinitely.

8.3 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.

8.4 The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

8.5 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.

8.6 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential 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 and/or overtime premiums.

10. SCRUTINIZED COMPANIES F.S. 287.135 and 215.473

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

11. RECORDS/AUDITS

The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes.

- 11.1 The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- 11.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- 11.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- 11.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 11.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, 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. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.

- 11.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

12. UNBALANCED PROPOSALS

When a unit price proposal has variable or estimated quantities, and the proposal shows evidence of unbalanced proposal pricing, such proposal may be rejected.

13. UNIT PRICES

Where a discrepancy between unit/hourly price and total price is indicated on a Proposer's submitted Schedule of Proposal Prices or Price Proposal Form, the unit prices shall prevail.

14. GOVERNING VENUE

Any Agreement resulting from this solicitation shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

15. PUBLIC RECORDS CUSTODIAN

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

7525 NW 88TH AVENUE

ROOM 101

TAMARAC, FL 33321

(954) 597-3505

CITYCLERK@TAMARAC.ORG

16. SPECIAL PROVISIONS FOR FLORIDA SCHOOLS

It is anticipated that this Agreement will be utilized by Cities in support of the Broward Public Schools. Vendors making deliveries to the facilities of any School District in the State of Florida with children present shall comply with the following requirements:

- 16.1** Background Screening: In the event the requirements include the need for Contractor to visit any Florida schools with students present, Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by the individual school district(s) in advance of Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel. The Parties agree that the failure of Contractor to perform any of the duties described in

this section shall constitute a material breach of this Agreement entitling the City of Tamarac to terminate this Agreement immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless The City or any Florida school district using this Agreement, its officers and employees resulting from liability or claims made by any person who may suffer physical or mental injury, death or property damage resulting in the Contractor's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

- 16.2** Child Neglect: The Contractor and its employees shall be subject to the requirements of §39.201 Florida Statute that requires the reporting of child abuse or child neglect to the State of Florida, Department of Children and Families via the Florida Abuse Hotline 1-800-962-2873.

- 16.3** Confidential Student Information: Notwithstanding any provision to the contrary contained in this agreement between the Contractor and the City; Contractor and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Contractor for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the City of Tamarac as well as any Florida school district using this Agreement, and its officers and employees harmless for any violation of this covenant, including but not limited to defending the City and any Florida school district using this Agreement, its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the City or Florida school district using this Agreement or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the City or Florida school district using this Agreement arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

17. COMPLIANCE WITH STATUTES

It shall be proposer's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state and federal agencies as applicable, specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of

individuals who are vendors or contactors with a Florida public school or district.

Remainder of page intentionally blank

V. STATEMENT OF WORK

A. SCOPE OF PROPOSAL

The goals of this procurement process are as follows:

1. SAFETY

The City wishes to enhance student safety through the use of a professional firm to provide properly trained, certified school crossing guards. To establish a contract for the provision of School Crossing Guard Services as and when needed. The company awarded this contract will be responsible for providing crossing guards at locations specified by the City, shall be completely responsible for the supervision of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements.

2. COST REDUCTION

The City wishes to achieve cost reductions to the participating agencies by grouping like requirements under one contract for Southeast Florida Governmental Purchasing Cooperative member municipalities located in Northwest Broward County.

3. PARTICIPATING AGENCIES

The following agencies shall participate in the final Agreement process and shall be responsible for arranging their own scheduling and selection of locations. Information regarding tentative locations is included herein:

The City of Coral Springs, FL
The City of North Lauderdale, FL
The City of Sunrise, FL
The City of Tamarac, FL (Lead Agency)

4. TERM

The City is seeking a contract for a term of two (2) years, with two (2) additional two-year renewal terms based upon satisfactory performance and mutual agreement of both parties. All terms and conditions shall remain firm for the initial period of the contract and for any renewal period. Any price adjustment shall be per section B.9 Cost Adjustment of the Statement of Work.

B. REQUIREMENTS:

Proposers must satisfy the following minimum requirements to be considered responsive.

1. EXPERIENCE

Proposer shall have a minimum of three years of verifiable, satisfactory experience providing crossing guards to a public agency located within the state of Florida within the past three years. At least one year of this experience shall have been during the 2018-2019 school year. This requirement may be satisfied by having provided service to a single agency for three consecutive years or by providing service to three separate agencies for one year each.

2. SCHEDULING

A complete list of school crossing guard locations is included for each entity participating in this consortium as shown on the "School Crossing Guards Locations & Times Matrix" contained herein. (Please refer to this matrix for a list of locations for each participating agency.) However, these are anticipated locations subject to change, and the appropriate designee from each entity will notify the Contractor regarding the exact number of school crossing guards that will be required at any one time. (Please note that the Code Compliance Manager shall be the assigned project manager for the City of Tamarac. Other entities shall provide the names and titles of project managers prior to commencement of work.) The Contractor shall be required to provide coverage at the school crossings, located within the City limits of each entity and the Contractor shall provide for flexibility of scheduling in order to provide guards for the hours and locations as required in accordance with instructions provided by authorized personnel from each entity.

3. TRAINING & CERTIFICATION

It shall be the responsibility of the Contractor to ensure that all guards receive proper training and certification prior to occupying their posts. Certification of all guards must meet all the requirements of and be recognized by the State of Florida Department of Transportation. In addition, the Contractor must be able to comply with Section 316.75, Florida Statutes, the "Ramon Turnquest School Crossing Guard Act", by having crossing guard trainers, certified by the Florida Department of Transportation, ensure that all persons employed as crossing guards receive proper training and certification as required by law.

- a. The City of Tamarac or any other participating agency shall not be liable for any costs incurred by the Contractor required to meet the above requirements.
- b. Any training required during the contract period either for the certification of new hires or to maintain or upgrade the certification of existing employees shall be the sole responsibility of the Contractor.

- c. Proof of certification shall be required for each crossing guard prior to the beginning of each school year.
- d. The Contractor shall provide proof that all crossing guards have successfully passed a criminal background check.
- e. By submission of this proposal, Offeror certifies that all persons employed as crossing guards are physically fit and able to perform all tasks required to execute their responsibilities as crossing guards.
- f. **Submit proof of FDOT Trainer Certification Compliance with your proposal response.**

4. DAILY FIELD SUPERVISION

The Contractor shall provide an experienced field supervisor(s) who, at all times, shall oversee the operation of the guards on duty. It will be the responsibility of the field supervisor(s) to ensure that all crossings are properly staffed whenever such staffing is required by the City. Additionally, the City Code Enforcement Manager, or other authorized City representative, shall be provided with an operational cell phone number which will allow direct phone access to the field supervisor(s) during those times guards are required to be on duty.

5. GUARD BACK UP

The Contractor shall provide each working guard with the name and telephone number of a back-up guard who may be utilized in the event that the working guard cannot be at their assigned post. The Contractor shall ensure that the back-up guard is fully trained and familiar with the specific crossing location.

6. EQUIPMENT / ATTIRE

Contractor shall provide the following equipment at its own expense at no additional cost to the City, or to any other entity utilizing this Agreement: A hand-held stop sign for each of the guard, and any other protective wear or equipment that is required. Personnel provided to perform crossing guard services should wear white shirts and dark (navy blue or black) bottoms while on posts.

7. SCHOOL YEAR SCHEDULE

The school year begins in late August and will run until approximately the middle of June, with appropriate holidays and teacher work days that do not require coverage. The 2019-2020 Broward County school year is anticipated to be approximately 240 days. Additionally, summer school sessions may be held as determined to be necessary by the Broward County School District. Summer school usually begins around the first of July and lasts for approximately six (6) weeks. The City will inform the Contractor of the specific dates and locations when they are made available. Because the administration and scheduling of school activities are beyond the control of the City, the City and each

participating entity reserve the right to, at any time, change the number of guards required, the locations at which they may be needed and the schedule of times they will work as the City deems necessary.

8. DAILY TIME SHEETS

A daily time sheet will be maintained by the Contractor with the signature of the employee on each work shift and the location of their guard post. This log will be delivered by the Contractor weekly to the Code Enforcement Manager.

9. COST ADJUSTMENT

No price increase for the initial contract period will be accepted unless necessitated by an adjustment to the Florida Minimum Wage, or an adjustment to the Federal Minimum Wage to a higher level than the Florida Minimum Wage.

Changes in the Florida minimum wage shall be as outlined in Florida Statute 448.110. Per this Statute, new minimum wage rates will be calculated annually, made public by October 15 of each year and implemented on January 1 of the following year. The City will allow an annual increase in the hourly rate charged equal only to the difference between the new minimum wage hourly rate as required by law and the previous year's minimum wage hourly rate as required by law. No other increases will be accepted. Additionally, changes in the hourly rate paid to the Contractor will be implemented on the January 1st following the announced increase and will apply only to those hours worked after January 1st.

Costs for any renewal terms are subject to an adjustment only if an increase or decrease occurs throughout the local industry. The City will use changes in the Consumer Price Index (CPI) (United States All Urban Consumers), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, and documented payroll figures provided by the Contractor in any adjustment review.

Any request for increase at the time of renewal must be documented and submitted in writing to the City at least one hundred twenty (120) days prior to the contract anniversary date. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented or are considered by the City to be excessive. In the event that the City determines that the costs as submitted are not properly documented or are excessive, and the matter cannot be resolved to the satisfaction of the City, the contract will not be renewed for the additional optional renewal period(s).

VI. PROPOSAL SELECTION

The City Manager will appoint an Evaluation and Selection Committee to review Proposals. The City reserves the right to select the Proposer who represents the best value, and to accept or reject any proposal submitted in response to this solicitation. The City's Evaluation and Selection Committee will act in what they consider to be the best interest of the City and its residents.

Price shall not be the sole determining factor for selection, as indicated in the following section:

VII. EVALUATION OF PROPOSALS

A. EVALUATION METHOD AND CRITERIA

An Evaluation and Selection Committee has been appointed by the City Manager and will be responsible for selecting the most qualified firm and then negotiating a contract. The Proposers with the highest-ranked submittals may be asked to make a detailed presentation of their product/service to the Evaluation and Selection Committee.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the City.

After presentations, firms will be assigned a final score, with the highest-ranked firm moving forward to the negotiation phase. Upon successful negotiation, a recommendation for award will be considered by the City Commission. No work on this project shall proceed without written authorization from the City of Tamarac.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the City arising from such negotiations.

The City's evaluation criteria may include, but shall not be limited to, the following:

Compliance with Request for Proposals [Mandatory]. This refers to the adherence to all conditions and requirements of the Request for Proposals.

1. Quality of Response

- i. Clearly demonstrated understanding of the work to be performed.
- ii. Completeness and reasonableness of the offeror's plan/proposal for accomplishing the tasks.
- iii. Level of creativity demonstrated by the Offeror's proposed methodologies for meeting the requirements of this proposal.

2. Services to be Provided. This refers to the exact type and nature of the offeror's proposed services and how they accomplish the objectives of the project, as well as the ability to rapidly respond to the City's needs, as defined in the Evaluation Criteria set forth.

3. Schedule. This refers to the offeror's proposed delivery schedule. The schedule shall be a critical element of this contract.

4. Qualifications of the Contractor. Offeror's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. This criteria includes:

- i. The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.
- ii. Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects
- iii. Reference information gathered from other entities regarding the past experience of the firm; and
- iv. Other areas addressed in the *Statement of Work* herein.

5. Costs (Price). This refers to the proposed contract fee and reimbursement expense budget. (Please note that price is only one factor for consideration of award).

- i. The offeror shall propose a not-to-exceed amount for complete execution of this project as detailed in the Specifications or Statement of Work herein.
- ii. If proposing costs which may include alternate programs or services not covered in the base bid pricing, the offeror, when offering such alternative services must provide a detailed explanation of additional optional services to be offered.

B. ACCEPTABILITY OF PROPOSALS

The Offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

1. Acceptable;
2. Potentially Acceptable; that is reasonably susceptible of being made acceptable; or
3. Unacceptable.

C. AWARD OF AGREEMENT

Award shall be made by the City to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth herein below. The City of Tamarac reserves the right to accept the Proposal as a whole or for any component thereof if it appears to be in the best interest of the City.

D. WEIGHTED CRITERIA

Points will be assigned to each proposal based on the following weighted criteria:

CRITERIA	MAXIMUM POINTS
1. Compliance with Request for Proposal (Mandatory)	N/A
2. Quality of Response	10 points
3. Services to be Provided	20 points
4. Qualifications of the Proposer/Expertise	20 points
5. Costs/(Price)	40 points
6. Scheduling of Staff	10 points

These weighted criteria are provided to assist Proposers in the allocation of their time and efforts during the proposal preparation process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general framework for those deliberations.

Once the Proposals are evaluated, a "short-list" may be selected to make presentations to the Evaluation and Selection Committee, prior to a recommendation for award.

E. DISCUSSIONS & PRESENTATIONS

The short-listed Proposers may be requested to make presentations to the Committee. The City may require additional information after evaluation of the submittals, and Proposers agree to furnish such information upon the City's request.

All Proposers are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such proposals may be evaluated without discussion or need for presentations. Hence, proposals should be initially submitted on the most complete and favorable terms which offerors are capable of offering to the City.

The Evaluation Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Evaluation Committee reserves the right to request the Proposer to provide additional information during this process.

F. RIGHT TO REJECT PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions, unauthorized alterations, or irregularities of any kind.

City reserves the right to reject any Proposal if City believes that it would not be in its best interest to make an award to a particular Proposer, either because the Proposal is not responsive, the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of this solicitation.

VIII. PROPOSAL SUBMITTALS

ALL PROPOSAL RESPONSES MUST BE SUBMITTED ELECTRONICALLY THROUGH THE CITY'S BIDS & TENDERS SOFTWARE PLATFORM. NO PAPER OR MANUAL SUBMISSIONS WILL BE ACCEPTED.

No negotiations, decisions or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications that are issued in writing from the Purchasing & Contracts Division may be considered as a duly authorized expression. Also, only communications from Proposers that are signed in and in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.

CONTACT WITH PERSONNEL OF THE CITY OF TAMARAC (OR ANY OTHER AGENCY THAT MAY BE A PARTY TO THIS AGREEMENT) OTHER THAN THE CITY OF TAMARAC PURCHASING AND CONTRACTS MANAGER OR DESIGNATED REPRESENTATIVE REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

Remainder of Page Intentionally Blank

**SCHOOL CROSSING GUARD
LOCATIONS AND TIMES MATRIX
(ACTUAL NUMBER OF POSITIONS & LOCATIONS TO BE DETERMINED AT
TIME OF STAFFING. MATRIX DOES NOT INCLUDE SUPERVISORS.)**

Guard Locations	Responsible City	Daily Hours Billed	Post
Coral Ridge Dr. & Riverside	Coral Springs Zone 1	3	Post 1
Coral Ridge Dr. & Riverside	Coral Springs Zone 1	3	Post 2
Riverside Dr. & 112 Lane	Coral Springs Zone 1	3	
Riverside & Coral Springs Dr	Coral Springs Zone 1	3	Post 1
Riverside & Coral Springs Dr	Coral Springs Zone 1	3	Post 2
Ramblewood Dr. & NW 100 Dr	Coral Springs Zone 1	3	Post 1
Ramblewood Dr. & NW 100 Dr	Coral Springs Zone 1	3	Post 2
Riverside & Shadowwood Dr	Coral Springs Zone 1	3	Post 1
Riverside & Shadowwood Dr	Coral Springs Zone 1	3	Post 2
Shadowwood Dr & NW 89 Dr	Coral Springs Zone 1	3	
Shadowwood Dr & NW 91 Dr	Coral Springs Zone 1	3	
Atlantic Blvd & Riverside	Coral Springs Zone 1	2	Post 1
Atlantic Blvd & Riverside	Coral Springs Zone 1	2	Post 2
Atlantic Blvd & Riverside	Coral Springs Zone 1	2	Post 3
Atlantic Blvd & Riverside	Coral Springs Zone 1	2	Post 4
Atlantic Blvd & Ramblewood	Coral Springs Zone 1	2	Post 1
Atlantic Blvd & Ramblewood	Coral Springs Zone 1	2	Post 2
Atlantic Blvd & Ramblewood	Coral Springs Zone 1	2	Post 3

Ramblewood Dr & NW 5 th St	Coral Springs Zone 1	2	
Riverside & Ramblewood Dr	Coral Springs Zone 1	2	Post 1
Riverside & Ramblewood Dr	Coral Springs Zone 1	2	Post 2
Royal Palm Blvd & NW 123 rd Ave	Coral Springs Zone 1	3	Post 1
Royal Palm Blvd & NW 123 rd Ave	Coral Springs Zone 1	3	Post 2
NW 123 rd Ave & NW 24 th St	Coral Springs Zone 1	3	
NW 110 th Ave & NW 34 th Pl	Coral Springs Zone 2	3	
NW 110 th Ave & NW 108 th Dr	Coral Springs Zone 2	3	Post 1
NW 110 th Ave & NW 108 th Dr	Coral Springs Zone 2	3	Post 2
Wiles Rd & Coral Springs Dr	Coral Springs Zone 2	2	Post 1
Wiles Rd & Coral Springs Dr	Coral Springs Zone 2	2	Post 2
Wiles Rd & Coral Springs Dr	Coral Springs Zone 2	2	Post 3
Wiles Rd & Coral Springs Dr	Coral Springs Zone 2	2	Post 4
Remsburg Dr. & Wiles Rd	Coral Springs Zone 2	2	Post 1
Remsburg Dr. & Wiles Rd	Coral Springs Zone 2	2	Post 2
Westview Dr. & Coral Springs	Coral Springs Zone 2	3	Post 1
Westview Dr. & Coral Springs	Coral Springs Zone 2	3	Post 2
NW 104 th Ave, East Side of School	Coral Springs Zone 2	3	
Sportsplex Dr & School - Site Mid-Block	Coral Springs Zone 2	2	Post 1
Sportsplex Dr & School - Site Mid-Block	Coral Springs Zone 2	2	Post 2
Sample Rd & Coral Ridge Dr	Coral Springs Zone 2	2	Post 1
Sample Rd & Coral Ridge Dr	Coral Springs Zone 2	2	Post 2

Wyndham Circle & NW 52 nd Pl	Coral Springs Zone 2	3	Post 1
Wyndham Circle & NW 52 nd Pl	Coral Springs Zone 2	3	Post 2
Wyndham Lakes Blvd & Coral Ridge Dr	Coral Springs Zone 2	3	Post 1 – SE corner
Wyndham Lakes Blvd & Coral Ridge Dr	Coral Springs Zone 2	3	Post 2 – SW corner
Wyndham Lakes Blvd & Coral Ridge Dr	Coral Springs Zone 2	3	Post 3 – NW corner
Coral Springs Dr & NW 29 th St	Coral Springs Zone 2	3	Post 1
Coral Springs Dr & NW 29 th St	Coral Springs Zone 2	3	Post 2
NW 29 th St & NW 101 st Ln	Coral Springs Zone 2	3	
NW 31 st St & NW 101 st Ln	Coral Springs Zone 2	3	
NW 66 th Terr & NW 58 Terr	Coral Springs Zone 3	3	Post 1
NW 66 th Terr & NW 58 Terr	Coral Springs Zone 3	3	Post 2
Creekside Dr & NW 66 th Terr	Coral Springs Zone 3	3	Post 1
Creekside Dr & NW 66 th Terr	Coral Springs Zone 3	3	Post 2
Creekside Dr & NW 66 th Terr	Coral Springs Zone 3	3	Post 3
Wiles Rd & Creekside Dr	Coral Springs Zone 3	3	Post 1
Wiles Rd & Creekside Dr	Coral Springs Zone 3	3	Post 2
Riverside Dr & Westview Dr	Coral Springs Zone 3	3	Post 1
Riverside Dr & Westview Dr	Coral Springs Zone 3	3	Post 2
Westview Dr & School Site – Mid-block	Coral Springs Zone 3	3	Post 1
Westview Dr & School Site – Mid-block	Coral Springs Zone 3	3	Post 2
Forest Hills Blvd & NW 85 th Av	Coral Springs Zone 3	3	
Forest Hills Blvd & Green Glades	Coral Springs Zone 3	3	

Forest Hills Blvd & NW 87 th Terrace	Coral Springs Zone 3	3	
Woodside Dr & NW 35 th Ct	Coral Springs Zone 3	3	Post 1
Woodside Dr & NW 35 th Ct	Coral Springs Zone 3	3	Post 2
Riverside Dr & NW 35 th Ct	Coral Springs Zone 3	3	Post 1
Riverside Dr & NW 35 th Ct	Coral Springs Zone 3	3	Post 2
NW 35 th Ct & NW 80 th Ave - Mid-Block	Coral Springs Zone 3	3	
Wiles Rd & NW 66 th Terrace	Coral Springs Zone 3	2	Post 1
Wiles Rd & NW 66 th Terrace	Coral Springs Zone 3	2	Post 2
Turtle Run Blvd & NW 65 th Ter	Coral Springs Zone 3	2	Post 1
Turtle Run Blvd & NW 65 th Ter	Coral Springs Zone 3	2	Post 2
Wiles Rd & Rock Island Rd	Coral Springs Zone 3	2	Post 1
Wiles Rd & Rock Island Rd	Coral Springs Zone 3	2	Post 2
University & Sample Rd	Coral Springs Zone 3	3	Post 1 – SE corner
University & Sample Rd	Coral Springs Zone 3	3	Post 2 – NE corner
Kimberly & SW 73 rd	North Lauderdale	3	
Kimberly & SW 75 th	North Lauderdale	3	Post 1
Kimberly & SW 75 th	North Lauderdale	3	Post 2
Kimberly & SW 76 th	North Lauderdale	3	
Kimberly & SW 78 th	North Lauderdale	3	
Kimberly & SW 71 st	North Lauderdale	5	Post 1
Kimberly & SW 71 st	North Lauderdale	5	Post 2
Kimberly & SW 71 st	North Lauderdale	5	Post 3

Kimberly & SW 71 st	North Lauderdale	5	Post 4
Tam O'Shanter & SW 71 st	North Lauderdale	5	Post 1
Tam O'Shanter & SW 71 st	North Lauderdale	5	Post 2
Tam O'Shanter & SW 75 th	North Lauderdale	5	Post 1
Tam O'Shanter & SW 75 th	North Lauderdale	5	Post 2
Tam O'Shanter & SW 76 th	North Lauderdale	5	
Tam O'Shanter & Hampton Blvd	North Lauderdale	5	
Southgate and SW 77 th Terrace	North Lauderdale	3	
SW 81 st & SW 5 th	North Lauderdale	3	Post 1
SW 81 st & SW 5 th	North Lauderdale	3	Post 2
SW 76 th & SW 5 th	North Lauderdale	3	
SW 77 th & SW 5 th	North Lauderdale	3	
Southgate & SW 71 st Ave	North Lauderdale	3	Post 1
Southgate & SW 71 st Ave	North Lauderdale	3	Post 2
SW 17 th & SW 62 nd	North Lauderdale	3	
SW 18 th & SW 62 nd	North Lauderdale	3	
SW 63 rd & Bailey Rd.	North Lauderdale	3	
SW 17 th & SW 68 th	North Lauderdale	3	
SW 63 rd & SW 20 th	North Lauderdale	3	
SW 17 th St.. & 81 st Ave	North Lauderdale	5	Post 1
SW 17 th St.. & 81 st Ave	North Lauderdale	5	Post 2

SW 62 nd & SW 19 th	North Lauderdale	3	
SW 63 rd & SW 18 th	North Lauderdale	3	
SW 63 rd & SW 17 th	North Lauderdale	3	
SW 17 th & US 441	North Lauderdale	3	Post 1
SW 17 th & US 441	North Lauderdale	3	Post 2
SW 17 th & US 441	North Lauderdale	3	Post 3
Rock Island Rd. & Bailey Rd.	North Lauderdale	3	Post 1
Rock Island Rd. & Bailey Rd.	North Lauderdale	3	Post 2
SW 82 nd & SW 17 th	North Lauderdale	3	
SW 83 rd & North Coral Circle	North Lauderdale	3	
SW 81 st & McNab Rd.	North Lauderdale	5	Post 1
SW 81 st & McNab Rd.	North Lauderdale	5	Post 2
SW 81 st & McNab Rd.	North Lauderdale	5	Post 3
SW 81 st & McNab Rd.	North Lauderdale	5	Post 4
SW 71 st & McNab Rd.	North Lauderdale	3	Post 1
SW 71 st & McNab Rd.	North Lauderdale	3	Post 2
SW 71 st & McNab Rd.	North Lauderdale	3	Post 3
SW 71 st & McNab Rd.	North Lauderdale	3	Post 4
US 441 & Boulevard of Champions	North Lauderdale	3	Post 1
US 441 & Boulevard of Champions	North Lauderdale	3	Post 2
US 441 & Boulevard of Champions	North Lauderdale	3	Post 3
NW 19th Street / Sunset Strip	Sunrise	3	

NW 68 th Ave / Oakland Park Blvd	Sunrise	3	
NW 60th Ave / NW 19th Street	Sunrise	3	
NW 64 th Ave / Sunset Strip	Sunrise	3	Post 1
NW 64th Ave / Sunset Strip	Sunrise	3	Post 2
2100 Block NW 68th Ave	Sunrise	3	
NW 70TH Ave / NW22nd St	Sunrise	3	
NW 68th Ave / Sunset Strip	Sunrise	3	Post 1
NW 68th Ave/Sunset Strip	Sunrise	3	Post 2
University Dr / Sunset Strip	Sunrise	2	Post 1
University Dr / Sunset Strip	Sunrise	2	Post 2
Pine Island Rd / Sunset Strip	Sunrise	5	Post 1
Pine Island Rd / Sunset Strip	Sunrise	5	Post 2
Pine Island Rd / Sunset Strip	Sunrise	5	Post 3
Pine Island Rd / Sunset Strip	Sunrise	5	Post 4
NW 91st Way / Sunset Strip	Sunrise	5	Post 1
NW 91st Way / Sunset Strip	Sunrise	5	Post 2
8900 Block NW 21st Manor	Sunrise	5	
NW 91st Way / NW 21st Manor	Sunrise	5	
Pine Island Rd / NW 20th Ct	Sunrise	5	Post 1
Pine Island Rd / NW 20th Ct	Sunrise	5	Post 2
NW 104th Ave / NW 21st Ct	Sunrise	3	
NW 103rd Ave / Sunset Strip	Sunrise	3	Post 1
NW 103rd Ave / Sunset Strip	Sunrise	3	Post 2
Nob Hill / Sunset Strip	Sunrise	2	Post 1
Nob Hill / Sunset Strip	Sunrise	2	Post 2

Nob Hill / Sunset Strip	Sunrise	2	Post 3
Nob Hill Rd / 32 nd Manor	Sunrise	3	
Nob Hill Rd / Josh Lee Blvd	Sunrise	3	Post 1
Nob Hill Rd / Josh Lee Blvd	Sunrise	3	Post 2
NW 97th Ave / NW 32nd Manor	Sunrise	3	
Nob Hill Rd / W Oakland Pk. Blvd	Sunrise	3	Post 1
Nob Hill Rd / W Oakland Pk. Blvd	Sunrise	3	Post 2
9900 Block W Oakland Pk. Blvd	Sunrise	3	
3400 Block Nob Hill Rd.	Sunrise	3	
Nob Hill Rd / NW 44th St.	Sunrise	3	Post 1
Nob Hill Rd / NW 44th St.	Sunrise	3	Post 2
Nob Hill Rd / NW 44th St.	Sunrise	3	Post 3
NW 94th Ave / NW 44th St.	Sunrise	3	Post 1
NW 94th Ave / NW 44th St.	Sunrise	3	Post 2
NW 94th Ave / Springtree Lks Dr	Sunrise	5	Post 1
NW 94th Ave / Springtree Lks Dr	Sunrise	5	Post 2
NW 94th Ave / NW 50th St	Sunrise	5	Post 1
NW 94th Ave / NW 50th St	Sunrise	5	Post 2
Pine Island Rd / NW 50th	Sunrise	5	
Pine Island Rd / Springtree Lakes Dr.	Sunrise	3	
Pine Island Rd / NW 44th St.	Sunrise	3	
Pine Island Rd / W Commercial Blvd.	Sunrise	3	
Silver Palm Blvd / Key Lime Way	Sunrise	3	

12700 Block NW 8th St	Sunrise	3	
3700 Hiatus Rd	Sunrise	3	Post 1
3700 Hiatus Rd	Sunrise	3	Post 2
Nob Hill / Sunset Strip	Sunrise	3	Post 1
Nob Hill/Sunset Strip	Sunrise	3	Post 2
Bailey Road / SW 81 st Street	Tamarac	3	Post 1
Bailey Road / SW 81 st Street	Tamarac	3	Post 2
NW 75 Street / NW 80 Avenue	Tamarac	3	
NW 76 Street / NW 75 Avenue	Tamarac	3	
NW 77 Street / NW 75 Avenue	Tamarac	3	
NW 78 Street / NW 78 Avenue	Tamarac	3	
NW 79 Street / NW 75 Avenue	Tamarac	3	
NW 79 Street / NW 70 Avenue	Tamarac	3	
NW 82 Street / NW 74 Terrace	Tamarac	3	
Lagos De Campo Blvd./ McNab Rd.	Tamarac	3	
7601 N. University Dr./ Overpass	Tamarac	3	Post 1
7601 N. University Dr./ Overpass	Tamarac	3	Post 2
Pine Island / Commercial Blvd	Tamarac	3	Post 1
Pine Island / Commercial Blvd	Tamarac	3	Post 2
Pine Island / Commercial Blvd.	Tamarac	3	Post 3
Pine Island / Commercial Blvd.	Tamarac	3	Post 4
McNab Road / Nob Hill Road	Tamarac	3	Post 1
McNab Road / Nob Hill Road	Tamarac	3	Post 2

McNab Road / Nob Hill Road	Tamarac	3	Post 3
McNab Road / Nob Hill Road	Tamarac	3	Post 4
NW 94 Avenue / 57 th Street	Tamarac	3	Post 1
NW 94 Avenue / 57 th Street	Tamarac	3	Post 2
NW 94 Avenue / 57 th Street	Tamarac	3	Post 3
McNab Road / Pine Island Road	Tamarac	3	Post 1
McNab Road / Pine Island Road	Tamarac	3	Post 2
Nob Hill Road / Southgate Blvd.	Tamarac	3	Post 1
Nob Hill Road / Southgate Blvd.	Tamarac	3	Post 2

Remainder of Page Intentionally Blank

PROPOSAL FORM

REQUEST FOR PROPOSAL NO. 19-23R
School Crossing Guard Services

NOTE: THIS FORM IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY!! ALL PROPOSAL PRICING MUST BE SUBMITTED ELECTRONICALLY THROUGH THE CITY'S BIDS AND TENDERS PLATFORM!!

We propose to furnish the following in conformity with the specifications and at the following proposal prices. The proposal prices quoted have been checked and certified to be correct.

Calculate Pricing as Follows:

1. (Number of Posts x # of Daily Hours Worked) X Cost per Hour = **Daily Total Cost.**
2. Daily Total Cost x Est. Annual # of School Days = **Estimated Annual Total Cost**

	Number of Posts	# of Daily Hours Worked	Cost per Hour	Daily Cost Total	Est. Annual School Days - Including potential summer school	Est. Annual Total Cost
Coral Springs Guard – 2 hour shift	26	52	\$_____	\$_____	240	\$_____
Coral Springs Guard – 3 hour shift	50	150	\$_____	\$_____	240	\$_____
Coral Springs Supervisor(s) – 6 hour shift	3	18	\$_____	\$_____	240	\$_____
North Lauderdale Guard – 3 hour shift	34	102	\$_____	\$_____	240	\$_____

North Lauderdale Guard – 5 hour shift	16	80	\$_____	\$_____	240	\$_____
North Lauderdale Supervisor(s) – 6 hour shift	2	12	\$_____	\$_____	240	\$_____
Sunrise Guard – 2 hour shift	5	10	\$_____	\$_____	240	\$_____
Sunrise Guard – 3 hour shift	34	102	\$_____	\$_____	240	\$_____
Sunrise Guard – 5 hour shift	15	75	\$_____	\$_____	240	\$_____
Sunrise Supervisor(s)- 6 hour shift	3	18	\$_____	\$_____	240	\$_____
Tamarac Guard – 3 hour shift	27	81	\$_____	\$_____	240	\$_____
Tamarac Supervisor(s) – 6 hour shift	1	6	\$_____	\$_____	240	\$_____
TOTAL						\$_____

BASIS OF PRICING COMPONENT FOR AWARD: Pricing Points for this proposal will be calculated based on the aggregate lowest **total Estimated Annual Cost** for the City and all participating agencies. The firm with the lowest aggregate pricing will receive the maximum number of points for pricing. Other firms will be assigned points based on the formula

(Lowest Aggregate Pricing/Proposer's Aggregate Pricing) x total available pricing points.

Successful proposer must secure the required Worker's Compensation Insurance coverage and the required Liability Insurance coverage with the City of Tamarac named as an additional insured, and provide proof of this insurance.

NOTE: THIS SAMPLE AGREEMENT DOCUMENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY!!

**SAMPLE FORM AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
(SUCCESSFUL PROPOSER)**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and _____, a _____ corporation with principal offices located at _____ (the "Contractor") to provide for School Crossing Guard Services.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents shall consist of this Agreement Request for Proposal Document No 19-23R including all conditions therein, (including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within the document), any and all addenda, Proposal executed and submitted by the Contractor, specifications, bond(s), (if applicable), and insurance certificate(s), the City Resolution awarding the project, and all modifications issued after execution of this Agreement. These documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to _____.

2.1.2 Contractor shall _____.

2.1.3 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.4 Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

2.1.5 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or sub-Contractors, if any, with respect to the work and services described herein.

3) Insurance

3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid or proposal document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Contract Term and Renewal

The contract term shall be for a period of two (2) years from the date of this Agreement, with two (2) additional two-year renewal terms based upon satisfactory performance and mutual agreement of both parties. All terms and conditions shall remain firm for the initial period of the contract and for any renewal period. Any price adjustment shall be per section 6 "Cost Adjustments" of this Agreement

5) Contract Sum

Pricing shall be in accordance with the pricing schedule provided herein.

6) Cost Adjustments

No price increase for the initial contract period will be accepted unless necessitated by an adjustment to the Florida Minimum Wage, or an adjustment to the Federal Minimum

Wage to a higher level than the Florida Minimum Wage. Changes in the Florida minimum wage shall be as outlined in Florida Statute 448.110. Per this Statute, new minimum wage rates will be calculated annually, made public by October 15 of each year and implemented on January 1 of the following year. The City will allow an annual increase in the hourly rate charged equal only to the difference between the new minimum wage hourly rate as required by law and the previous year's minimum wage hourly rate as required by law. No other increases will be accepted. Additionally, changes in the hourly rate paid to the Contractor will be implemented on the January 1st following the announced increase and will apply only to those hours worked after January 1st.

Costs for any renewal terms are subject to an adjustment only if an increase or decrease occurs throughout the local industry. The City will use changes in the Consumer Price Index (CPI) (United States All Urban Consumers), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, and documented payroll figures provided by the Contractor in any adjustment review.

Any request for increase at the time of renewal must be documented and submitted in writing to the City at least one hundred twenty (120) days prior to the contract anniversary date. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented or are considered by the City to be excessive. In the event that the City determines that the costs as submitted are not properly documented or are excessive, and the matter cannot be resolved to the satisfaction of the City, the contract will not be renewed for the additional optional renewal period(s).

7) Payments

Payment will be made monthly for goods properly delivered during the previous month or other schedule as agreed between Contractor and City. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

8) Indemnification

8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

8.2 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 indefinitely.

- 8.3** 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.
- 8.7** The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.
- 8.8** 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.
- 8.9** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; 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 and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10) Independent Contractor

This Agreement does not create an employee/employer relationship between the

Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. 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 and/or overtime premiums.

11) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

13) Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14) Uncontrollable Forces

14.1 Neither the City 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 nonperforming 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.

14.2 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.

15) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

20) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

21) Budgetary Constraints

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

22) Scrutinized Companies - 287.135 AND 215.473

22.1 By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

22.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

23) Public Records

23.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

23.1.1 Keep and maintain public records required by the City in order to perform the service;

23.1.2 Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

23.1.3 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 the contract if the contractor does not transfer the

records to the City.

23.1.4 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 the 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 the 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.

23.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

24) CUSTODIAN OF 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
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

25) SPECIAL PROVISIONS FOR FLORIDA SCHOOLS

It is anticipated that this Agreement will be utilized by Cities in support of the Broward Public Schools. Vendors making deliveries to the facilities of any School District in the State of Florida with children present shall comply with the following

requirements:

25.1 Background Screening: In the event the requirements include the need for Contractor to visit any Florida schools with students present, Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by the individual school district(s) in advance of Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the City of Tamarac to terminate this Agreement immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless The City or any Florida school district using this Agreement, its officers and employees resulting from liability or claims made by any person who may suffer physical or mental injury, death or property damage resulting in the Contractor's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

25.2 Child Neglect: The Contractor and its employees shall be subject to the requirements of §39.201 Florida Statute that requires the reporting of child abuse or child neglect to the State of Florida, Department of Children and Families via the Florida Abuse Hotline 1-800-962-2873.

25.3 Confidential Student Information: Notwithstanding any provision to the contrary contained in this agreement between the Contractor and the City; Contractor and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Contractor for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the City of Tamarac as well as any Florida school district using this Agreement, and its officers and employees harmless for any violation of this covenant, including but not limited to defending the City and any Florida school district using this Agreement, its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the City or Florida school district using this Agreement or payment of

any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the City or Florida school district using this Agreement arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

26) COMPLIANCE WITH STATUTES

It shall be proposer's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state and federal agencies as applicable, specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contactors with a Florida public school or district.

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its _____, duly authorized to execute same.

CITY OF TAMARAC

Michelle E. Gomez, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia Teufel CMC
City Clerk

Date:

Date

Approved as to form and legal sufficiency:

City Attorney

ATTEST:

Company Name

(Corporate Secretary)

Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :

:SS

COUNTY OF _____ :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____, a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 20__.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or
☐ DID NOT take an
oath.

**SECOND RENEWAL OF AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA,
AND ACTION LABOR/STAFFING CONNECTION**

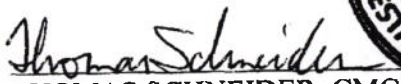
This is a Second Renewal of an Agreement (the "Renewal"), which Agreement, dated August 26, 2014 (the "Agreement"), exists between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and Action Labor/Staffing Connection., a Florida corporation (the "Contractor") with its principal place of business located at 6555 N. Powerline Road, # 306, Fort Lauderdale, FL 33309, for school crossing guard services. A copy of the existing Agreement is attached as Exhibit "A", which is made a part of and incorporated into this Renewal by this reference. The City and Contractor wish to renew the Agreement for one (1) year up to and including August 26, 2019.

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

1. That the Agreement is renewed and it shall remain in effect up to and including August 26, 2019.
2. That the terms and conditions of the Agreement will remain the same throughout the term of this Renewal of it.
3. That the Agreement is extended for a period of one (1) year to provide school crossing guard services at an hourly rate of Twelve Dollars and Fifty Eight Cents (\$12.58) and an annual amount not to exceed One Hundred Nineteen Thousand Two Hundred Fifty Eight Dollars and Forty Cents (\$119,258.40), reflecting no increase to the present annual maximum service cost.
4. That in all other respects, the Agreement is ratified and reaffirmed and remains in full force and effect.

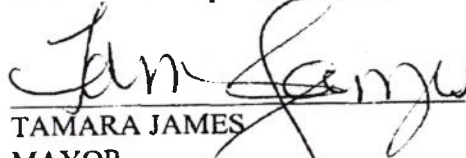
IN WITNESS OF THE FOREGOING, the parties have executed this Renewal on November 13, 2018.

ATTEST:

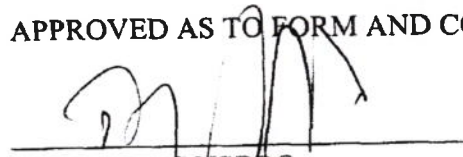

THOMAS SCHNEIDER, CMC
CITY CLERK

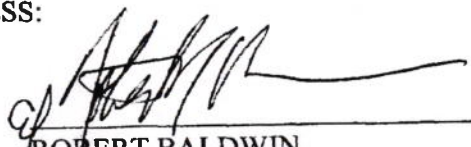


CITY:
CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation


TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:


THOMAS J. ANSBRO
CITY ATTORNEY


ROBERT BALDWIN
CITY MANAGER

WITNESSES:

[Signature]

Signature

Seth Watson

PRINT Name

[Signature]

Signature

Erica Lockert

PRINT Name

CONTRACTOR:

Action Labor/Staffing Connection., a Florida Corporation

[Signature]

Signature

Paul Chase

PRINT Name

CEO

TITLE

STATE OF FLORIDA

COUNTY OF Palm Beach

BEFORE me on Oct 25, 2018, personally appeared Paul Chase as CEO of Action Labor/Staffing Connection, a Florida corporation, who acknowledged execution of the foregoing Renewal of the Agreement for the use and purposes mentioned in it, and that the instrument is the sole act and deed of the Contractor. Such person is personally known to me or has produced _____, as identification.

[Signature]

NOTARY PUBLIC

State of Florida

Maria Garcia

PRINT Name of Notary

My Commission Expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/27/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 Risk Transfer Insurance Agency, LLC P.O. Box 531165 Orlando, FL 32853-1165	CONTACT NAME: August Quatararo PHONE (A/C, No, Ext): E-MAIL: aquatararo@actionlabor.com ADDRESS:	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :Zurich American Insurance Company		16535
INSURER B :American Guarantee & Liability Insurance Company		
INSURER C :SUNZ Insurance Company		
INSURER D :United Wisconsin Insurance Company		29157
INSURER E :		
INSURER F :		

INSURED
WO Partners, LLC and each of its subsidiaries (listed below)
624 Nottingham Blvd
West Palm Beach, FL 33405

COVERAGES

CERTIFICATE NUMBER:VBZFCLVL

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		X	PRA099093100	03/16/2018	03/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			PRA013043000 - Scheduled Autos PRA099093100 - HNOA	03/16/2018	03/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			UMB036953200	03/16/2018	03/16/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C D	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	WC500-00015-018 (SC) WC003-00005-018 (FL)	03/16/2018	03/16/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

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

Subsidiaries:

- dba Action Labor of Florida
- dba Action Labor of the Carolinas
- dba Action Labor Management
- dba Staffing Connection

Blanket Additional Insured status is provided to the Certificate Holder, as required by written contract or agreement, subject to the terms, conditions and exclusions within the policy, subject to the terms, conditions, and exclusions of the policy

CERTIFICATE HOLDER

CANCELLATION

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

**FIRST RENEWAL OF AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA,
AND STAFFING CONNECTIONS, INC.**

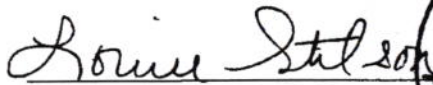
This is a First Renewal of an Agreement (the "Renewal"), which Agreement, dated August 26, 2014 (the "Agreement"), exists between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and Staffing Connections, Inc., a Florida corporation (the "Contractor") with its principal place of business located at 3835 Palm Beach Boulevard, Fort Myers, Florida 33916, for school crossing guard services. A copy of the existing Agreement is attached as Exhibit "A", which is made a part of and incorporated into this Renewal by this reference. The City and Contractor wish to renew the Agreement for one (1) year up to and including August 26, 2018.

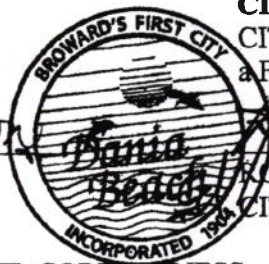
In consideration of the mutual covenants, terms and conditions contained in the Agreement and in this Renewal of it, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. That the Agreement is renewed and it shall remain in effect up to and including August 26, 2018.
2. That the terms and conditions of the Agreement will remain the same throughout the term of this Renewal of it.
3. That the Agreement is extended for a period of one (1) year to provide school crossing guard services at an hourly rate of Twelve Dollars and Fifty Eight Cents (\$12.58) and an annual amount not to exceed One Hundred Nineteen Thousand Two Hundred Fifty Eight Dollars and Forty Cents (\$119,258.40), reflecting no increase to the present annual maximum service cost.
4. That the City has the sole option to renew for an additional one (1) year at the same hourly rate of Twelve Dollars and Fifty Eight Cents (\$12.58) and a not-to-exceed annual amount of One Hundred Nineteen Thousand Two Hundred Fifty Eight Dollars and Forty Cents (\$119,258.40).
5. 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 July 14, 2017.

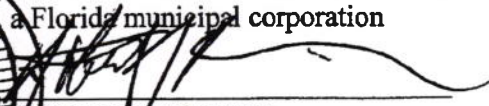
ATTEST:


LOUISE STILSON, CMC
CITY CLERK

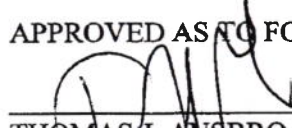


CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation


ROBERT BALDWIN
CITY MANAGER

APPROVED AS TO FORM AND CORRECTNESS:


THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

Sharon Cook
Signature

Sharon Cook
PRINT Name

August Quatararo
Signature

August Quatararo
PRINT Name

CONTRACTOR:

Staffing Connections, Inc., a Florida Corporation

Karen Hoover
Signature

Karen Hoover
PRINT Name

PRESIDENT + CEO.
TITLE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE me on June 19, 2017, personally appeared KAREN HOOPER, as PRESIDENT + CEO of Staffing Connections, Inc., a Florida corporation, who acknowledged execution of the foregoing Renewal of the Agreement for the use and purposes mentioned in it, and that the instrument is the sole act and deed of the Contractor. Such person is personally known to me or has produced _____, as identification.

Rocco D. Paciello
NOTARY PUBLIC
State of Florida

Rocco D. Paciello
PRINT Name of Notary

My Commission Expires:



ROCCO D PACIELLO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF041337
Expires 7/31/2017

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA, AND
STAFFING CONNECTIONS, INC. FOR SCHOOL CROSSING GUARD
STAFFING SERVICES**

THIS IS AN AGREEMENT, made on AUGUST 26, 2014, by and between the CITY OF DANIA BEACH, FLORIDA (the "City"), a Florida municipal corporation and STAFFING CONNECTIONS, INC. (the "Company"), a Florida corporation.

WHEREAS, City is desirous of providing a school crossing guard program through an independent labor contract agreement; and

WHEREAS, Company is in the business of providing various labor forces, including, but not limited to school crossing guard staffing services, with appropriate certifications; and

WHEREAS, the parties are desirous of providing for the terms and conditions of their Agreement;

NOW, THEREFORE, In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties, intending to be legally bound, covenant and agree as follows:

1. Services.

Company shall provide the school crossing guard staffing and supervisory services necessary to satisfy the requirements of the City's School Crossing Guard Program. Company shall provide the following minimum personnel, at the locations and during the times described in this Agreement, for the consideration set forth below:

- (a) number of guards: 11 guards
- (b) number of supervisory personnel: 1
- (c) bill rate: \$12.58 per hour.

The City reserves the right to require more or less crossing guard staffing services upon three (3) days' written notice, specifying its needs. In no case during the three (3) year term of this Agreement, shall the cost to the City exceed One Hundred Nineteen Thousand Two Hundred Fifty-Seven Dollars and Forty Cents (\$119,257.40) in any one year.

2. Duty Hours; Duty Locations.

Company shall provide the personnel described above during the school hours and at all posts as deemed necessary by the Broward County School Board and the City. The City has the right to change the duty hours, as well as duty locations, by written directive, which shall become effective on the date set forth in such written directive, provided that such date shall not be sooner than three (3) business days from the date of the written directive.

Company shall give all current guards with the City the first opportunity to remain and become employees of the Company, based on their previous performance record, as discussed with the City.

3. Consideration.

Company shall be compensated for the services provided under this Agreement in accordance with the hourly rate set forth in this Agreement. Company shall be solely responsible for and shall provide for the payment of Workers' Compensation insurance coverage and premiums, withholding taxes, FICA, benefits, if any, all remunerations, all labor contract compliance and all other charges. Company is being retained as an independent contractor and acknowledges and agrees that this Agreement does not create any employment relationship with the City. The City shall bear no responsibility for any such charges, fees, permits and the like associated with the employment of such personnel.

Company acknowledges and agrees that City is contracting for the full crossing guard staffing services for the hours and at the described posts as stated in this Agreement. This Agreement requires that qualified personnel staff be at each post during the prescribed post hours.

Company will conduct a criminal history check and also provide drug testing to prospective employees in order to identify personnel for hire.

4. Training and Supervision.

Company shall be responsible for furnishing the training and certification of its personnel. Company represents that it is a qualified trainer and shall provide personnel meeting the training and certification standards required pursuant to Section 234.302, Florida Statutes. All school crossing guards shall be retrained on a yearly basis for four (4) hours. No person lacking such training or certification shall be provided to the City by Company. Company shall have, at all times during the term of this Agreement, at its ready disposal, backup personnel. The City shall pay the hourly rate as set forth in this Agreement, for actual training and retraining of applicable personnel by Company.

5. Uniforms.

All personnel provided by the Company shall wear dark slacks, skirts or shorts and a white top with appropriate photo ID badges attached to it. At all times during the performance of their duties, all personnel shall dress in a clean and neat manner. Company will assume replacement responsibility of personnel as needed.

6. Comportment; Change of Personnel.

At all times when such personnel are working for Company whether or not on duty, such personnel shall comport themselves in a manner which will not bring disrespect upon the City or

Company, or call into question the competence or demeanor of such person relative to the performance of school crossing guard staffing services, which, by its nature, requires such personnel to come into contact with minors. The City reserves the right to require the change of any personnel upon no less than three (3) business days' written notice, setting forth the name of the employee to be replaced or in the absence of a name, the description of that employee and the location of the post.

7. Duty Roster.

Company shall provide the City with the names of all personnel and the location of all individuals' post locations. Such roster shall be provided on a weekly basis as of Friday of the preceding work week.

8. Term.

This Agreement shall commence on the first day of school and include the period from the commencement date through the last day of the academic 2014-2015 school year, according to the Broward County School District schedule, as well as the schedule for summer school, for the remaining part of the school year. The initial term of the Agreement will be for three (3) years, with the option of City to renew the Agreement for one (1) renewal period of two (2) years. Option of the City to renew shall be provided in writing to Company pursuant to the notice provision, thirty (30) days' prior to the end of the Agreement term.

9. Billing.

Company shall provide invoices to the City on a weekly basis and the same shall be paid to Company within thirty (30) days.

10. Termination.

Either party may terminate this Agreement upon written notice to the other, provided that the staffing services shall not be terminated until thirty (30) days subsequent to the date of such written notice.

11. Insurance.

The Company shall not commence providing the staffing services until Company has obtained all insurance coverage required under this Agreement, and not until such time that the coverages are approved by the Risk Manager of the City. The Company shall not allow any employee of Company or any Subcontractor of Company to commence Work at any crossing guard post until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Company shall be responsible for any and all policy deductibles and self-insured retentions.

11.1 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 the coverage is not provided, then Company 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.

11.2 In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the term of this Agreement, or any renewal term of it, then in that event, the Company 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 this Agreement, or any renewal term of it, is in effect. **THE COMPANY AND ANY SUBCONTRACTOR OF THE COMPANY, SHALL NOT PERFORM OR CONTINUE TO PROVIDE STAFFING SERVICES TO THE CITY PURSUANT TO THE AGREEMENT, UNLESS ALL INSURANCE COVERAGES REMAIN IN FULL FORCE AND EFFECT.**

INSURANCE REQUIREMENTS.

11.3 The below insurance coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves 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 Company shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Company shall be responsible for any deductible amounts.

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

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

- Annual Aggregate shall apply "Per Job";
- "The City of Dania Beach, Florida" is added as a named "Additional Insured";
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor's insurance shall be primary and non-contributory;
- Waiver of Subrogation in favor of the City;
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Company has responsibility for notification); and
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

11.3.2 WORKERS' COMPENSATION INSURANCE shall be maintained by Company and any subcontractors of it during the life of the Agreement and it is to apply to all "statutory employees" of Company (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 Company, its employees, and Subcontractors.

In the case any of the staffing services are sublet as otherwise addressed in this Agreement, Company 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 Company, by furnishing statutory limits Part A.

In all cases, no less than and One Million Dollars (\$1,000,000.00) employers' liability limits Part B must be provided for all persons performing services under this Agreement.

In no event shall the company be permitted to utilize in the prosecution of the staffing services, the following:

- i) any employee, subcontractor or subcontractor employee that 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 Certificates, then Company has responsibility for notification); and
- Waiver of Subrogation in favor of City.

12. Notices.

Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

City: Jackie Beauzil, Human Resources Director/Risk Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy to: Thomas J. Ansbros, City Attorney
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Company: Karen Hoover, President
Staffing Connections, Inc.
6555 North Powerline Road, Suite 306
Fort Lauderdale, Florida 33309

13. Indemnification.

Company 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 Company, anyone directly or indirectly employed by it, or anyone for whose acts it 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 rights by Company in the performance of the work;
- (c) liens, claims, actions made by the Company or other party performing the work;
- (d) claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to the Agreement, or in an attempt to collect monies due or claimed to be due to the City.

14. Attorney's Fees and costs.

If City or Company incurs any expense in enforcing the terms of this Agreement, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney's fees.

15. Non-assignability.

This Agreement or any portion of it shall not be assigned or transferred by either party without the advance written consent of the other party.

16. Governing Law; Consent to Jurisdiction.

construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties to this Agreement. All agents, personnel and subcontractors of the Company retained to perform services pursuant to this Agreement, shall comply with all laws of the United States concerning work eligibility.

22. The Company understands and agrees that the City, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any Agreement, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such Agreement beyond such limits. Nothing contained in this Agreement shall prevent the making of Agreement terms for periods exceeding one (1) year, but any Agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Company shall not proceed with services under this Agreement without City's written verification that the funds necessary for Company compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

23. Company warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no City employee who acts in the City of Dania Beach as a "purchasing agent" as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the City of Dania Beach, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Company and, further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Company. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Company.

24. Company shall comply with all federal, state and City laws applicable to the Company providing school crossing guard staffing services and specifically those covering Equal Opportunity Employment, the Americans With Disabilities Act ("ADA") eligibility to perform services as specified in the Florida Public Entity Crime law and the Florida Building Code. The Company is expected to fully comply with all provisions of all applicable federal, state, county and City laws, ordinances and rules, and the City reserves the right to verify the Company's compliance with them. Failure to comply with any laws will be grounds for termination of this Agreement for cause.

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

COMPANY:

WITNESSES:

**STAFFING CONNECTIONS, INC., a
Foreign corporation authorized to
conduct business in Florida**

[Signature]
Signature

Sharrad Cook
Print Name

[Signature]
Signature
Iris Hernandez
Print Name

[Signature]
KAREN HOOVER
PRESIDENT

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me on 31st JULY, 2014, by
KAREN HOOVER, as PRESIDENT of Staffing Connections, Inc., a Florida
corporation on behalf of the corporation, who is personally known to me or has produced
_____ as identification and did (did not) take an oath.

[Signature]
NOTARY PUBLIC
State of Florida at Large

My commission expires:





CERTIFICATE OF LIABILITY INSURANCE

ACTILAB-01

BEATYL

DATE (MM/DD/YYYY)
10/14/2015

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

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

PRODUCER Insurance Office of America, Inc. Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: PHONE (AC, Ho, Ext): (561) 776-0660 FAX (AC, Ho): (561) 776-0670 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Action Labor Management LLC dba Staffing Connections; Action Labor of Florida, LLC; 824 Nottingham Blvd. West Palm Beach, FL 33405	NAIC # 16535

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.

INSTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		PRA5854406-03	10/17/2015	01/10/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		PRA4677711-03	10/17/2015	01/10/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		UMB5406960-03	10/17/2015	01/10/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Lib		PRA5854406-03	10/17/2015	01/10/2017	Per Occurrence 1,000,000

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

Coverage for work performed by employees of Action Labor of Florida.

See Next page for Workers Compensation Coverage

CERTIFICATE HOLDER

CANCELLATION

CITY OF DANIA BEACH 100 W DANIA BEACH BLVD DANIA BEACH, FL 33004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>John M. Krupp</i>
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 Sunz Insurance Solutions, LLC ID: (WO Partners)
624 Nottingham Blvd.
West Palm Beach, FL 33405

CONTACT NAME: Stefanie Parker

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL:

sparker@risktransfer.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: SUNZ Insurance Company

34762

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

WO Partners LLC
and each of its subsidiaries (listed below)
624 Nottingham Blvd
West Palm Beach FL 33405

COVERAGES

CERTIFICATE NUMBER: 40933534

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE						\$
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC003-00005-018	3/16/2018	3/16/2019	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Additional Named Insureds: dba Action Labor of Florida, dba Action Labor of the Carolinas, dba Action Labor Management and dba Staffing Connection

Workers' Compensation coverage applies only to those temporary employees assigned by WO Partners, LLC
extend any other rights or endorsements, unless explicitly requested.

CERTIFICATE HOLDER

City of Dania Beach
100 W. Dania Beach Blvd
Dania Beach FL 33004

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Glen J Distefano

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND WATERFIELD FLORIDA STAFFING, LLC, D/B/A/ ACTION LABOR OF FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY (F/K/A STAFFING CONNECTIONS OF FORT LAUDERDALE), FOR SCHOOL CROSSING GUARD SERVICES UNDER THE CITY OF TAMARAC REQUEST FOR PROPOSAL (“RFP”) NO. 19-23R)

This is an Agreement (the “Agreement”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and Waterfield Florida Staffing, LLC, d/b/a Action Labor of Florida, LLC, (f/k/a Staffing Solutions of Fort Lauderdale) a Florida limited liability company (“Contractor”), with a mailing address of 624 Nottingham Boulevard, West Palm Beach, Florida 33405.

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

1. The agreement existing between the Contractor and the City of Tamarac and any amendment(s) to it, under an award by the City of Tamarac related to RFP No. 19-23R a copy of which is attached as Exhibit “A”, and made a part of and are incorporated into this Agreement by this reference), shall be considered as part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in the South Florida area and service rates are lower than those afforded to the City of Tamarac, or any city in the area for these same services, then Contractor shall provide such lower service rates to the City.
2. The rate is Eleven Dollars and Fifty Two Cents (\$11.52) and the term of this Agreement shall be through and including August 31, 2021.
3. That in all other respects, the terms of the City of Tamarac agreement apply to this Agreement.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this Agreement on _____, 2019.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

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:

Waterfield Florida Staffing, LLC, d/b/a
Action Labor of Florida, LLC (f/k/a Staffing
Solutions of Fort Lauderdale), a Florida
limited liability company a

Signature

PRINT Name

Title

Dated: _____, 2019

STATE OF FLORIDA
COUNTY OF _____

BEFORE me on _____, 2019, personally appeared _____,
as _____ of Waterfield Florida Staffing, LLC, d/b/a Action Labor of Florida,
LLC (f/k/a Staffing Solutions of Fort Lauderdale), a Florida limited liability company, who
acknowledged execution of the foregoing Renewal of the Agreement for the use and purposes
mentioned in it, and that the instrument is the sole act and deed of the Contractor. Such person is
personally known to me or has produced _____, as identification.

NOTARY PUBLIC
State of Florida

PRINT Name of Notary

My Commission Expires:

EXTENSION OF SECOND RENEWAL BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND WATERFIELD FLORIDA STAFFING, LLC, D/B/A/ ACTION LABOR OF FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY (F/K/A STAFFING CONNECTIONS OF FORT LAUDERDALE).

This is an Extension (the "Extension")v of the Second Renewal (the "Renewal"), which Renewal is dated November 13, 2018, of an Agreement dated August 26, 2014 (the "Agreement") existing between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and Waterfield Florida Staffing, LLC, d/b/a Action Labor of Florida, LLC, (f/k/a Staffing Solutions of Fort Lauderdale) a Florida limited liability company ("Contractor"), with a mailing address of 624 Nottingham Boulevard, West Palm Beach, Florida 33405, for school crossing guard services. A copy of the existing Agreement, the First Renewal and the Second Renewal are attached as composite Exhibit "A", which is made a part of and incorporated into this Extension by this reference. The City and Contractor wish to extend the Second Renewal for one (1) week up to and including September 1, 2019.

In consideration of the mutual covenants, terms and conditions contained in the Agreement and in this Extension 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 Second Renewal is extended and it shall remain in effect up to and including September 1, 2019.
2. That the terms and conditions of the Agreement dated August 26, 2014, will remain the same throughout the term of this Extension.
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 Extension on _____, 2019.

CITY:

ATTEST:

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

CONTRACTOR:

Waterfield Florida Staffing, LLC, d/b/a
Action Labor of Florida, LLC. (f/k/a
Staffing Solutions of Fort Lauderdale) a
Florida limited liability company

Signature

PRINT Name

TITLE

STATE OF FLORIDA
COUNTY OF _____

BEFORE me on _____, 2019, personally appeared _____,
as _____ of Waterfield Florida Staffing, LLC, d/b/a Action Labor of Florida,
LLC (f/k/a Staffing Solutions of Fort Lauderdale), a Florida limited liability company, who
acknowledged execution of the foregoing Renewal of the Agreement for the use and purposes
mentioned in it, and that the instrument is the sole act and deed of the Contractor. Such person is
personally known to me or has produced _____, as identification.

NOTARY PUBLIC
State of Florida

PRINT Name of Notary

My Commission Expires:

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

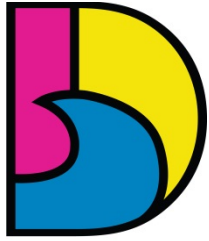
Continued from:

Requested Action (Identify appropriate Action or Motion)
ADOPT RESOLUTION ADOPTING THE FINAL VERSION OF THE DANIA BEACH PARKS AND RECREATION CITYWIDE MASTER PLAN

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo to Commission - Adopt Citywide Parks & Recreation Master Plan w-changes, R-2019-Adopting Parks and Recreation Citywide Master Plan, Exhibit A - Parks and Rec Master Plan Final REPORT 07.19.2019



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: July 30, 2019

TO: Honorable Mayor and Commissioners

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

VIA: Eric Brown, Parks and Recreation Director

RE: Adopt the Resolution for the Citywide Parks and Recreation Master Plan

REQUEST

To approve the resolution and to adopt the Citywide Parks and Recreation Master Plan.

BACKGROUND

On April 10, 2018, the City Commission selected Bermello, Ajamil & Partners, Inc. to prepare a Parks and Recreation Ten Year Master Plan (City RFP No. 18-003) and approved an Agreement (Reso. 2018-083).

On June 29, 2018, City officials executed an Agreement with Bermello, Ajamil & Partners, Inc. to prepare a Parks and Recreation Ten Year Master Plan.

On July 30, 2019, a final presentation will be made during commission meeting, requesting approval.

BUDGETARY IMPACT

Funding was approved for Fiscal Year 2017-2018 in the amount of One Hundred Ninety Three Thousand Fifty Dollars (\$193,050.00) in the Parks and Recreation Department Budget Account No. 001-72-01-572-31-10.

RECOMMENDATION

It is recommended that the City Commission Approve the Resolution to Adopt the Citywide Parks and Recreation Master Plan.

Ana M. Garcia, City Manager, ICMA-CM

RESOLUTION NO. 2019-081

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE FINAL VERSION OF THE DANIA BEACH PARKS AND RECREATION CITYWIDE MASTER PLAN; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 10, 2018, the City Commission approved an Agreement (pursuant to Resolution No. 2018-083) to be executed with Bermello, Ajamil & Partners, Inc., a Florida corporation (“Company”) for the Parks and Recreation Citywide Master Plan; and

WHEREAS, the Company and City staff have since conducted three (3) community meetings seeking the public’s input and recommendations for a final Parks and Recreation Master Plan; and

WHEREAS, a final presentation will be made to the public on July 30, 2019; and

WHEREAS, the City Commission wishes to approve Phase I and Phase II of the final Parks and Recreation Citywide Master Plan as provided by Bermello, Ajamil & Partners, Inc.; and

WHEREAS, the City Commission wishes to incorporate it into the City’s multi-year Capital Improvement Program;

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

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

Section 2. That the City Commission approves and authorizes the proper City officials to execute a final Parks and Recreation Citywide Master Plan, a copy of which is attached as Exhibit “A”, and made a part of and incorporated into this Resolution by this reference.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on July 30, 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

CITYWIDE PARKS MASTER PLAN



DANIA BEACH, FLORIDA
JULY 2019

PREPARED BY:



Exhibit "A"

ACKNOWLEDGMENTS

Prepared for:



CITY OF DANIA BEACH

Mayor

Lori Lewellen

Vice-Mayor

Lauren Odman

Commissioner

Chickie Brandimarte

Commissioner

Bill Harris

Commissioner

Tamara James

City Manager

Ana M. Garcia

Assistant City Manager

Candido Sosa-Cruz

Director of Parks and Recreation

Eric Brown

Prepared by:



TABLE OF CONTENTS

1	Introduction	7
1.1	Introduction	9
1.2	Public Outreach Process	10
1.3	Planning Process.....	11
1.4	Master Plan Supporting Documents.....	13
1.5	Master Plan Report Organization	13
2	Urban Context.....	15
2.1	Context Narrative.....	17
2.2	Land Use Areas.....	18
2.3	Urban Form Influences	18
2.4	Regional Parks.....	19
2.5	City Of Dania Beach Parks Service Area	21
3	Existing Parks Conditions.....	23
3.1	Introduction	25
3.2	List Of City Parks	25
4	Needs Assessment.....	57
4.1	Community Survey Summary	59
4.2	Demographic Analysis	66
4.3	Summary Of Stakeholder Input	73
5	Recreation Services And Management Assessment.....	75
5.1	Recreation Services Assessment	77
5.2	Management And Operations Practices Assessment	86
5.3	Operations	89
6	Recreation Programs And Services Recommendations	93
6.1	Recreation Programs Future Recommendations.....	95
6.2	Management And Operations Recommendations	105
7	Master Plan Development Concept	109
7.1	Master Plan Development Concept	111
7.2	Western Neighborhood Sector	112
7.3	Central Neighborhood Sector	117
7.4	Eastern Neighborhood Sector.....	124
8	Funding Plan.....	133
8.1	Capital Funding	135
8.2	Operations Funding	136
9	Design Principles.....	137
9.1	Guiding Framework.....	139
9.2	Introduction To Design Excellence.....	142
10	Appendix.....	157

INTRODUCTION





I.1 INTRODUCTION

In January 2018, the City of Dania Beach embarked on the creation of its first-ever comprehensive ten-year Citywide Parks Master Plan to address latent community park and recreation needs and provide a professionally prepared roadmap to improve public recreation and leisure facilities throughout the city. The professional team was composed of Bermello Ajamil & Partners (B&A), Ballard King & Associates (B*K), and ETC Institute (ETC). This document outlines the process utilized to arrive at the Citywide Parks Master Plan.

Today, Dania Beach is undergoing a period of growth and expansion, with major large-scale commercial and residential projects in the process of construction. Park investments are needed to meet the recreational needs of current residents and future arrivals. The City and its leaders have been proactive in moving to create a long-term vision for tomorrow's Dania Beach and its recreation offerings.

There are many benefits to creating a Citywide Parks Master Plan. Improvements to the recreation offerings of the city can foster the betterment of its children, teens, adults, and seniors. Cross-generational

parks and community centers help to bring together all age groups and build a sense of place and community.

The Citywide Parks Master Plan is intended to provide a road map for the improvement of the City's park and recreation system, with special emphasis on physical improvements of existing facilities that need updating and expansion. The Dania Beach Citywide Parks Master Plan is a fluid document that will be further improved, elaborated, and changed as conditions vary over time, new players come into the arena, and more detail is developed for specific park designs and their future construction.

The Citywide Parks Master Plan provides an evaluation of existing park conditions, citywide and neighborhood park needs, park and recreation development policies, programs, and specific park design where required. A community-driven plan, it places special emphasis on the identification of neighborhood-specific and citywide recreational needs through participation and input by City residents, elected officials, administration, and parks and recreation staff. Its content reflects the

findings of community forums convened to gather citizen preferences and priorities for the improvement of recreation facilities and program offerings along both short- and long-term horizons.

The Citywide Parks Master Plan serves as a basis for future investments in parks and recreation. It is a supporting document for recreation grant applications and provides a potential capital investment path for the implementation of the proposed park improvements. These may include varied funding sources and future bond referendums.

Goals

The Citywide Parks Master Plan comprises three overarching goals:

- Improve the citywide system of park and recreation venues to meet the needs of the citizens of Dania Beach
- Provide improvements that enhance the quality of life of all citizens
- Improve the neighborhoods through investments in the City's Park System

Objectives

To assist in reaching these goals, the following specific guiding objectives were established.

- Identify perceived and real community recreation needs
- Maximize, to the greatest extent possible, the use of available recreation lands and facilities resources
- Provide multi-use fields and multi-use spaces in buildings to meet the cross-generational needs of the Dania Beach community

- Provide for the rational and equitable distribution of recreational facilities throughout the City of Dania Beach and improve accessibility to said facilities
- Plan park and recreation investments to create the greatest benefit for all citizens of Dania Beach while limiting duplication of high-maintenance facilities

I.2 PUBLIC OUTREACH PROCESS

The planning process was organized to obtain community input and comments through area-specific community/neighborhood workshop meetings and targeted public City Commission Workshop meetings. Three major outreach efforts have guided the Master Plan and the identification of needs.

- Statistically valid community survey performed by ETC Institute to obtain a citywide perspective on community needs and preferences
- To address the geographic footprint of the City of Dania Beach and the major sector boundaries created by expressways and major thoroughfares, community meetings in three different sectors of the City were held to obtain community-specific input on recreation facilities/program needs, concerns, and aspirations.
- Targeted City Commission public workshops to obtain elected official input to address both sector-specific and Citywide recreational issues and investments. City of Dania Beach City Commission workshops were geared to gather input from all sectors and areas of the community and to provide a forum for active discussions with elected officials and City staff.

Following is a list of elected officials, community workshops/meetings, and public workshop meetings that were held during the project process.

- City Commission One-On-One Meetings (December 2018)
- Community Workshop No. 1 on October 3, 2018;



Join us in conversation to provide input and creative solutions, as the City of Dania Beach commences planning and conceptual design for our future world-class parks and open spaces.

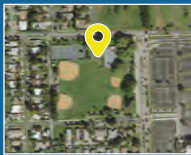
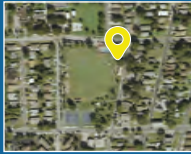
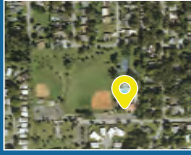
	Tuesday, October 2nd, 2018 (7:00p-8:30p) FROST PARK COMMUNITY CENTER 300 NE 2nd Street Dania Beach, FL.
	Wednesday, October 3rd, 2018 (7:00p-8:30p) C.W. THOMAS PARK COMMUNITY CENTER 800 NW 2nd Street Dania Beach, FL.
	Thursday, October 4th, 2018 (7:00p-8:30p) P.J. MELI AQUATIC COMPLEX 2901 SW 52nd Street Dania Beach, FL.

FIGURE I – ADVERTISEMENT FLYER

- Community Workshop No. 2 on October 4, 2018;
- Community Workshop No. 3 on October 4, 2018;
- City Commission Master Plan Update Presentation on February 12, 2019;
- City Commission/Public Workshop on March 18, 2019;
- City Commission One-On-One Meetings (July, 2019)
- City Commission/Public Workshop July 30, 2019;

All these workshops/meetings, including the City Commission workshops, were duly advertised, and the public at large invited to participate in the process, in order to obtain the greatest degree of community participation.

It is important to note that public engagement and community outreach are ongoing processes that do not end with the Master Plan adoption. They will continue to take place as individual parks are slated for final design. Prior to the final design of each park, community participation will be solicited to confirm that the final venue to be constructed reflects the needs and aspiration of the immediate community and the residents of the City.

I.3 PLANNING PROCESS

The planning process was organized into four major study and recommendation areas.

- Needs assessment, comprising a comprehensive analysis of the existing parks and recreation system, including the physical conditions of parks, demographics, Levels

of Service community preferences, recreation services and management assessment, recreation programs and services recommendations, and a statistically valid community survey. All were geared toward the ultimate objective of understanding existing conditions and identifying necessary improvements to the park system to meet latent and expressed community needs and preferences.

- Identification of community priority investments that resulting from the needs assessments findings
- Recreation services and management recommendations and recreation programs and services recommendations to address park programming and management
- Specific master plans for each of the City's major parks

An evaluation of existing park facilities and recreation programs provided the basis to compare how identified needs were being met and the issues and opportunities presented by the passive and active recreation offerings. Specific park improvement plans are provided where warranted and for needed new facilities that have been identified. These analyses, recommendations, and designs were done under the mantle of the public workshops. The resulting capital improvements plan provides the framework for the short- and long-term investments needed to improve parks and recreation facilities in the short-term (three to five years) and long-term (five to 10 years) time horizon.

The planning process consisted of fifteen consecutive tasks/steps organize around community outreach, elected officials, and City staff input. These steps were:

- Parks and Recreation Staff kick-off meeting
- One-on-one meetings with elected officials
- Statistically valid community survey
- Park System resources: inventory and assessment of existing park conditions
- Evaluation of community composition
- Identify geographic distribution of parks and community access to recreation facilities
- Clarify neighborhood and sector demographics and how these affects recreational activity demand
- Identify recreational Levels of Service (LOS) provided by city parks to ascertain that there is enough recreation space to meet comprehensive plan requirements
- Park and Recreation Department staff needs assessment meeting
- Stakeholder meetings
- Community Workshops No. 1, No. 2, and 3: Scoping Meetings
 - Summary of individual park needs and program
 - Individual park concept designs and site plans
- Commission/Community Workshop No. 4: Summary of Needs and Concept Park Site Designs Presentation
 - Cost opinions -- proposed parks improvements

- Long -range maintenance objectives and park systems resources evaluation and recommendations
 - Implementation strategy
 - Design principles recommendations
- Commission/Community Workshop No. 5
- Final City of Dania Beach City Wide Parks Master Plan Commission Presentation

I. 4 MASTER PLAN SUPPORTING DOCUMENTS

The Citywide Parks Master Plan incorporates the goals and objectives identified within the principal goal of the City of Dania Beach Comprehensive Plan Park and Recreation Element: “to ensure the provision of sufficient parks, recreation facilities, and open space areas to satisfy the needs of the City of Dania Beach residents and visitors. This will include a variety of types of recreational and open space uses.”

The City Commission-adopted Ocean Park Master Plan for the beach area of Dania Beach is incorporated in the Master Plan by reference. The site plan and summary are included in the Master Plan Development Concept section of the Citywide Parks Master Plan.

I. 5 MASTER PLAN REPORT ORGANIZATION

The Master Plan document is organized into nine chapters that follow the Master Plan process, approach, and methodology. The chapters flow as follows:

1. Introduction

Statement of the purpose and intent of the Master Plan and its overall

goals and objectives; the public outreach process; the planning process; Master Plan supporting documents; and report organization.



2. Urban Context

Presentation of our understanding of the urban form of the City of Dania Beach and its influences on the City's parks, the location and service area of each park, and regional and neighboring city parks accessible to Dania Beach citizens. The intent is to clarify geographic and physical accessibility to recreational venues.

3. Existing Park Conditions

Outline of the Master Plan Team's visit to each park, physical conditions identified, and improvement recommendations. This is a major thrust of the Master Plan.

4. Needs Assessment

This section comprises several analyses to establish recreational facility needs:

- Summary of the statistically valid community survey that presents citizen-identified priority investments
- Demographic analysis evaluating the effect of population characteristics on recreational demand
- Level of Service Analysis to ascertain that the City meets the anticipated park acreage as a function of its population numbers and distribution
- Summary of needs/issues and opportunities identifying community priorities for park and recreation facility improvements.



5. Recreation Services and Management Assessment

Assessment of the current recreation services, management, and operations practices of the City's Park and Recreation Department

6. Recreation Programs and Services Recommendations

Recommendations to improve the delivery of recreation programs and services

7. Master Plan Development Concept

Summary of the proposed physical improvements to the City's parks and designs of individual parks

8. Funding Plan

Discussion of options for project funding in the short and long term

9. Design Principles

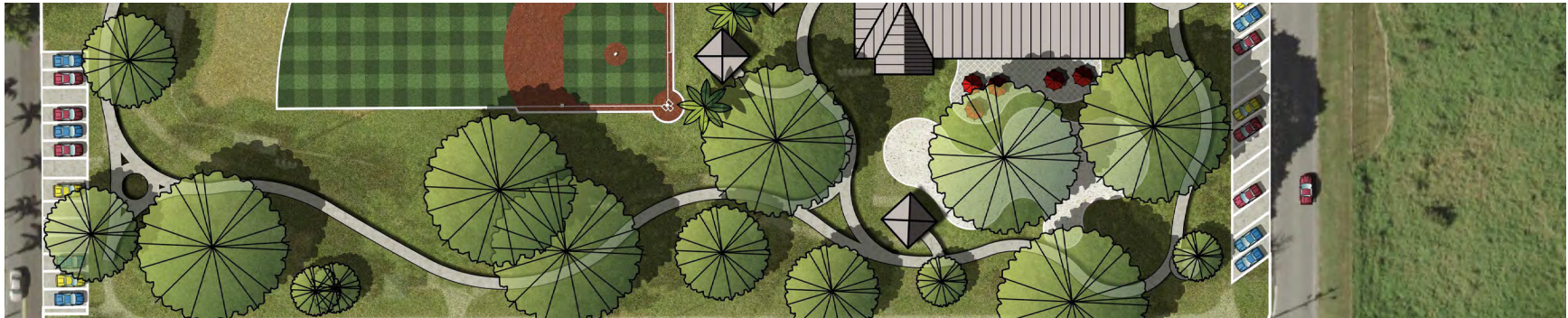
Guidelines for facility design excellence in the future implementation of the Master Plan parks improvements recommendations

Included in the Appendix are charts and tables that were edited and condensed for the purpose of Master Plan clarity. The Master Plan includes an accompanying document under a separate cover: City of Dania Beach Community and Opinion Survey, Findings Report prepared by the ETC Institute in January 2019.

2

URBAN CONTEXT





2.1 CONTEXT NARRATIVE

Dania Beach forms part of the extensive urban area that stretches along the east coast of South Florida from Florida City in the south to the City of Jupiter in the north. It is connected to this conurbation by the major north-south roads. City boundaries align with major streets and roads to define a land area composed of unique sectors and neighborhoods delimited by these manmade features. The City of Dania Beach geographic area spans from Anne Kolb Nature Center along its eastern shore to State Road 7 on the west. A beach sector to the east is accessed by Dania Beach Boulevard.

The City is bordered on the north by Griffin Road, running from South Federal Highway on the east westward to State Road 7. Along with Griffin Road, the Dania Cut-Off Canal and Fort Lauderdale International Airport define the City's northern edge. The City's southern edge is defined by Sheridan Street from Anne Kolb Nature Center to U.S. 1, running north to Stirling Road and west nearly to State Road 7. To the south and west, the City of Dania Beach borders the City of Hollywood. The map (Figure 2) illustrates the city boundaries.

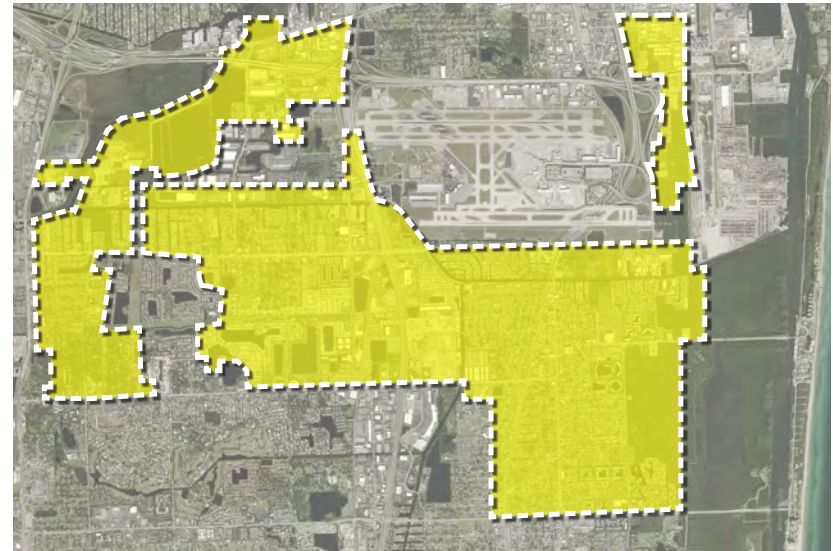


FIGURE 2 – CITY OF DANIA BEACH GEOGRAPHIC BOUNDARY

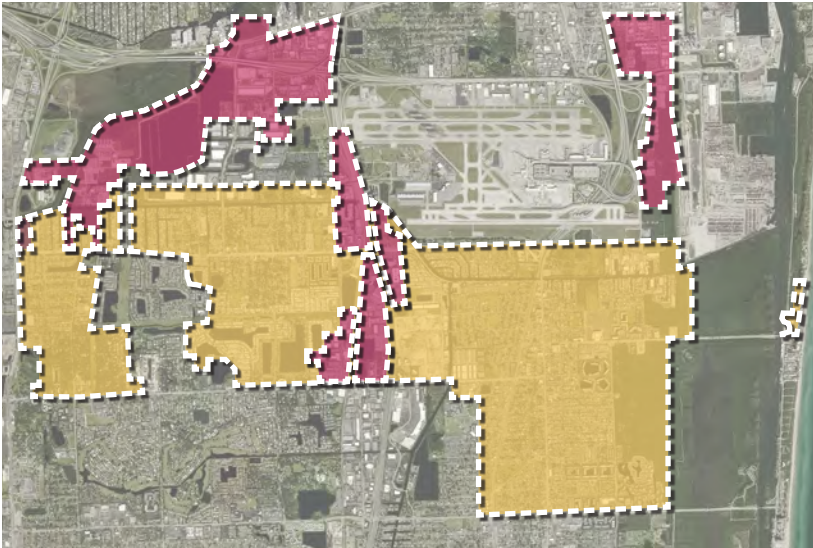


FIGURE 3 – RESIDENTIAL AND NON-RESIDENTIAL USES

2.2 LAND USE AREAS

Recreation demand is generated by the City's residential areas. The yellow areas (Figure 3) indicate areas of predominantly residential uses and locations of the City's parks. Outlined in red on the map's Land Use Areas are sectors of the City that are non-residential, either light industrial or predominantly commercial centers. Light industrial and commercial land uses do not generate parks and recreation demand and are not part of the City's Citywide Parks Master Plan. Recreation areas in these sectors, where present, are provided by the commercial enterprise in their properties.

CITY OF DANIA BEACH COMMUNITY REDEVELOPMENT AREA (CRA)

The area defined by the red dotted line (Figure 4) is the City of Dania Beach Community Redevelopment Area. Two of the City's

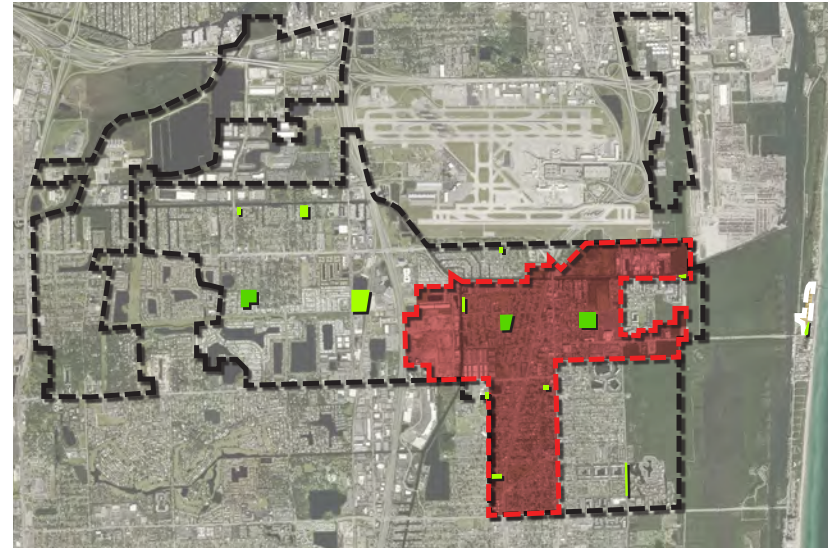


FIGURE 4 – CRA AREA AND PARKS

Neighborhood Parks and Community Centers are located within the CRA: C.W. Thomas Park and Frost Park. Several other mini-parks are also located in the City's CRA.

2.3 URBAN FORM INFLUENCES

Figure 5 shows in yellow the land area of the City of Dania Beach. Manmade features such as expressways, major roadways, canals, and/or rail lines define the various sectors of the City of Dania Beach.

The north-south I-95 Expressway bisects two sectors of the City. Areas east of I-95 are part of early 20th-century city development. The Florida East Coast Rail Line and S. Federal Highway further subdivide the area east of I-95.

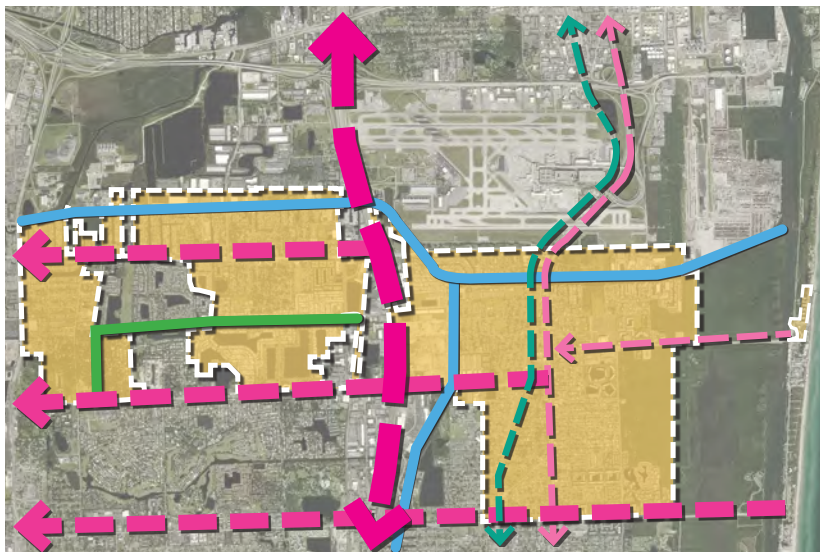


FIGURE 5— GEOGRAPHIC DISTRIBUTION

West of I-95 are suburban areas developed towards the latter half of the 20th century.

East-west major streets further define sectors of the City. Sheridan Street is a boundary on the south from S.E. 10th Avenue to S. Federal Highway. Stirling Road demarcates the southern border of the City west the FEC rail line and I-95. The major east-west thoroughfare Griffin Road helps define sectors of the City's northern area. The Dania Cut-Off Canal defines the City limits west of I-95.

In summary, these manmade features delineate each neighborhood and sector with its own unique character. The Citywide Parks Master Plan recognizes the influences on the distribution of recreational uses created by the urban form of the City.

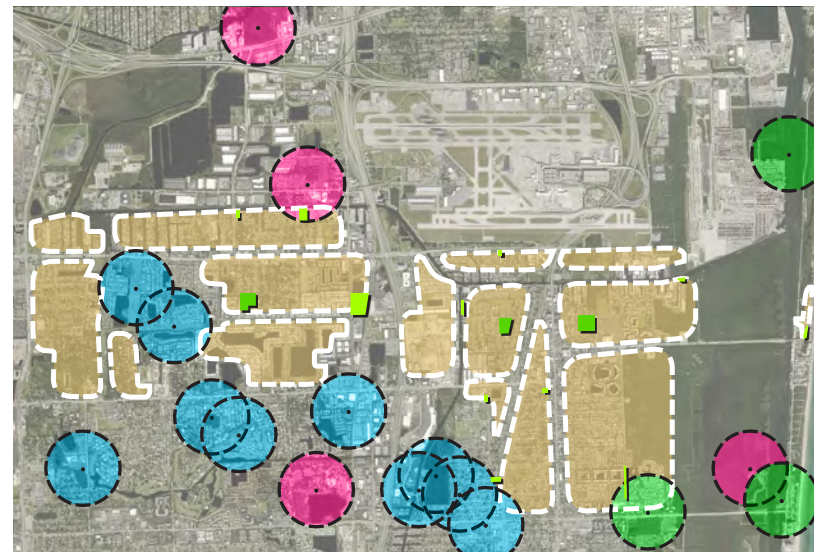


FIGURE 6— HOLLYWOOD/BROWARD COUNTY PARK FACILITIES

2.4 REGIONAL PARKS

Broward County provides regional parks to serve the City of Dania Beach and other Broward County municipalities. Figure 6 indicates the regional parks in Broward County and the City of Dania Beach boundaries. Broward County regional parks offer a variety of experiences, from nature preserve areas to active parks that include picnic area and sports venues. There are no regional parks within the City of Dania Beach boundaries. However, the City is well served by bordering State of Florida and Broward County natural areas.

Broward County's Park and Recreation Division manages almost 6,500 acres, of which approximately 3,500 acres are natural areas that provide indigenous flora and fauna for the enjoyment of residents and protection of the natural environment.

The mission of Broward County's Park and Recreation Division is stated as follows: "The Parks and Recreation Division is dedicated to providing a countywide park system with diverse facilities and recreation opportunities, along with natural area conservation and research-based educational outreach, to enhance the well-being of residents, businesses, and visitors."

The system comprises regional parks and nature centers, neighborhood parks, and natural areas. The facilities include water parks, campgrounds, a target range, a stadium, a skate park, an observatory, mountain bike trails, an educational farm with stables, a velodrome, and other sports facilities.

In addition to the regional parks, 31 municipalities in Broward County have their own park and recreation agencies. Also within Broward County are two state parks open to the public: Hugh Taylor Birch and John U. Lloyd.

Figure 6, indicates regional park and recreation facilities in Broward County. A full listing of activities can be found at the Broward County's Park and Recreation Division web page. Described in the following paragraphs are the regional parks that are easily accessible from the City of Dania Beach.

ADJACENT REGIONAL AND COMMUNITY PARKS

Three major natural areas with large nature-oriented parks are adjacent to the City of Dania Beach. These parks are administered by the State of Florida Environmental Resource Department, Broward County, and the City of Hollywood. Dania Beach residents and visitors have complete access to these parks and their facilities to meet their nature-oriented recreational needs.

DR. VON D. MIZELL-EULA JOHNSON STATE PARK

Accessed from Dania Beach via North Ocean Drive, this beachside park just south of Port Everglades encompasses an area 310 acres between the Atlantic Ocean and the Intracoastal Waterway. The last undeveloped coastal ecosystem in Broward County, the park is an unspoiled natural haven offering a multitude of nature-oriented activities including a nature trail, wildlife viewing, beach, mountain bike trail, scuba diving, swimming, snorkeling, and an interpretive exhibit. (Figure 7)



FIGURE 7— DR. VON D. MIZELL-EULA STATE PARK

ANNE KOLB NATURE CENTER

On the north side of Sheridan Street and easily accessed from all areas of the City of Dania Beach, the Anne Kolb Nature Center is the largest regional park in Broward County. Comprising an area of approximately 1,500 acres, this natural coastal mangrove wetland is a unique habitat

in the South Florida coastline, featuring a rich variety of plant and animal life. The park offers a nature trail and biking, jogging, and walking paths as well as boat docks, environmental tours, fishing access, and facilities for meetings and exhibits (Figure 8).



FIGURE 8 — ANNE KOLB NATURE CENTER

CITY OF HOLLYWOOD WEST LAKE PARK

This 65.4-acre park is located at 1200 Sheridan Street, Hollywood, west of the Intracoastal Waterway, along a three-mile strip of mangrove estuary. The park has more than 47,800 linear feet of waterfront and more than 20,600 feet of mangrove-fringed shoreline along interior waterways. The urban sector of the park is composed of athletic facilities and a marina. Open to all for a minimal charge, the park boasts a nature trail and biking, jogging, and walking paths as well as fishing.

2.5 CITY OF DANIA BEACH PARKS SERVICE AREA

Three major neighborhood parks-community centers form the core of the recreation system of the City of Dania Beach. They are Frost Park, C.W. Thomas Park, and P.J. Meli Aquatic Center Park. Illustrated in Figure __ are the location and service radius area of each of the neighborhood parks. As can be seen from the map, most areas north of Stirling Road (S.E. 2nd Street east of S. Federal Highway) are within one-half mile of a neighborhood park and its community center.

For the area east of I-95, the areas south of Stirling Road (S.E. 2nd St.) are over one-half mile from the nearest neighborhood park. Figure 9 shows the service radius of the different mini-parks that serve the City of Dania Beach. The parks east of I-95—Mullikin Park, Chester Byrd Park, Mildred V. Jones Park, and Star Centennial Park—provide good access

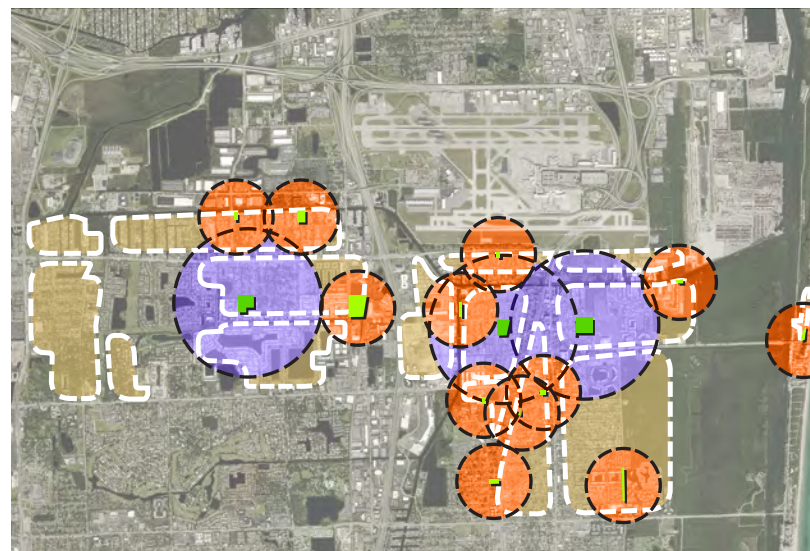


FIGURE 9 — DANIA BEACH PARK FACILITY DISTRIBUTION

coverage from the surrounding residential areas. Linear Park serves the area east of S. Federal Highway. Immediately north of Sheridan Street, this neighborhood has a substantial number of condominiums and apartments that provide pools, fitness rooms, and other private recreational activities.

West of I-95 are two parks. North Side Garden Park Melaleuca, located in the Melaleuca Gardens neighborhood, provides tennis courts and a children's playground. Also west of I-95 is Dania Cove Park, a small passive park facing the Dania Cut-Off Canal with a beautiful lake, landscaped areas, and walking paths.

The City of Dania Beach operate several special facilities with a service radius spanning the entire City area and beyond. These special facilities are the I.T. Parker Community Center, a large event venue; Griffin Marine Park, which provides a boat launching ramp and trailer parking on the Dania Cut-Off Canal; and Tigertail Dog Park on Tigertail Lake, offering a unique water experience for dogs and their owners.

Dania's Ocean Beach Park, the City's beach, is a natural resource of regional reach.



3

EXISTING PARKS CONDITIONS



3.1 INTRODUCTION

This chapter provides an inventory of existing park resources and their urban context, conditions, and identified issues. The recreation facilities conditions analysis was developed by B&A personnel through numerous site visits and a detailed evaluation of existing conditions. In addition, each park was the subject of a photographic analysis.

SUMMARY OF INVENTORY OF RECREATION LANDS AND FACILITIES

As part of the existing conditions analysis, a detailed evaluation of present conditions at each of the City's parks addressed all aspects of each individual park's physical conditions. The analysis included park perimeter evaluation; parking at both on-street and off-street locations; present shelters; active recreational facilities/sports fields; existing buildings and their condition; present level of landscaping and general overall condition of the landscape; general urban context and proposed City improvements and investments; and the general aesthetic conditions of each of the parks.

The inventory of recreation lands and facilities provided a basis for required improvements and the inclusion of additional activities and structures within the city's existing park's system. This inventory, the analysis that accompanied it, the needs assessment, and community preferences identified during the site surveys formed the basis for the development of alternative concept designs for selected parks, as well as the basis for the proposed redistribution of sports facilities and uses within the city's park system.

The following pages provide a summary of the inventory of recreation lands and facilities. To better illustrate the conclusions, the inventory and analysis includes a summary of the B&A team's findings, illustrated with photos and plans of the existing recreation facilities. As with all the

analyses, the City's parks are organized according to their respective City of Dania Beach District, designated by B&A for study and report organizational purposes.

3.2 LIST OF CITY PARKS

Western Neighborhood District

- P.J.Meli Park
- Dania Cove Park
- Tigertail Dog Park

Central Neighborhood District

- C.W. Thomas Park
- Chester Byrd Park
- Mildred V. Jones Park
- Mullikin Park
- S.W Community Center Park
- Star Centennial Park
- North Side Malleluca Park

Eastern Neighborhood District

- Frost Park
- Adler Park
- Whiskey Creek Park
- I.T. Parker Center
- Linear Park



DANIA COVE PARK

Park Location and Urban Context

Dania Cove Park is a passive park, approximately 4.7 acres located in a quiet single-family residential area. It is accessed from Griffin Road via S.W. 25th Terrace, spanning east to S.W. 24th Avenue. The southern edge of the park is S.W. 45th Street, while the north side of the park opens to views of the Dania Cut-Off Canal and Boaters Park.

Issues and Opportunities

The following issues and opportunities are presented within the park.

- Community Center is well maintained, and the overall park is heavily used.
 - Building is outdated, has limited parking, and provides substandard amenities.
 - Current location at the center of a stable residential area offer an opportunity for state-of-the-art facilities.
- Grounds are well-maintained and the large baseball field is heavily used.
 - Underutilized baseball field can be reprogrammed into a rectangular sports field.
 - All sports fields need lighting updates.
- Community Center access from surrounding areas is somewhat limited.
 - Potential to open access into and out of adjacent neighborhoods could be realized through extension of streets and/or creation of pedestrian connections.

PARK INVENTORY	AVAILABILITY		CONDITION		
	YES	NO	GOOD	FAIR	POOR
BASEBALL FIELD		●			
BASKETBALL COURT		●			
BIKE RACKS		●			
BOAT LAUNCH/DOCK		●			
COMMUNITY CENTER		●			
ENTRY SIGNS	●			●	
EXERCISE EQUIPMENT		●			
FENCING AND WALLS	●			●	
FIELD LIGHTING		●			
FIELD STORAGE		●			
FOOTBALL FIELD		●			
GENERAL LANDSCAPING	●				●
PARKING	●				●
PARK LIGHTING		●			
PARKING LOT LIGHTING		●			
PLAYGROUND EQUIPMENT		●			
PLAYGROUND SURFACES		●			
RAQUETBALL COURTS		●			
RESTROOMS		●			
SEATING AND FURNITURE	●		●		
SHADE STRUCTURE		●			
SKATING FACILITIES		●			
SOCCER FIELD		●			
SOD	●				●
SWIMMING POOL		●			
TENNIS COURTS		●			
TREE CANOPY	●			●	
WALKWAY SURFACES	●			●	
WASTE RECEPTACLES	●		●		
WATER FOUNTAINS		●			





GRIFFIN MARINE PARK

2987 S.W. 45TH STREET
DANIA BEACH, FLORIDA

FIGURE II – GRIFFIN MARINE PARK AERIAL

GRIFFIN MARINE PARK

Park Location and Urban Context

Griffin Marine Park is a specialized recreation area, approximately 1.86 acres located between S.W. 30th Avenue on the west and residential development to the east. The primary entrance to the park from S.W. 30th Avenue is located at S.W. 45th Street on the south edge. The northern boundary is established by the Dania Cut-Off Canal, which provides access to the Intracoastal Waterway and open ocean.

Issues and Opportunities

The following issues and opportunities are presented within the park:

- There is ample parking for individual vehicles and those towing boats.
 - Improve surface and striping of parking, including additional lighting.
- Provide on-site furnishings, including seating, garbage cans, fountains and lighting.
- Bridge overpass creates visual and noise pollution.
 - Improve screening (structural/landscaping) to reduce bridge impact on the park.

PARK INVENTORY	AVAILABILITY		CONDITION		
	YES	NO	GOOD	FAIR	POOR
BASEBALL FIELD		●			
BASKETBALL COURT		●			
BIKE RACKS		●			
BOAT LAUNCH/DOCK	●		●		
COMMUNITY CENTER		●			
ENTRY SIGNS		●			
EXERCISE EQUIPMENT		●			
FENCING AND WALLS		●			
FIELD LIGHTING		●			
FIELD STORAGE		●			
FOOTBALL FIELD		●			
GENERAL LANDSCAPING	●			●	
PARKING	●			●	
PARK LIGHTING		●			
PARKING LOT LIGHTING	●				●
PLAYGROUND EQUIPMENT		●			
PLAYGROUND SURFACES		●			
RAQUETBALL COURTS		●			
RESTROOMS		●			
SEATING AND FURNITURE		●			
SHADE STRUCTURE		●			
SKATING FACILITIES		●			
SOCCER FIELD		●			
SOD		●			
SWIMMING POOL		●			
TENNIS COURTS		●			
TREE CANOPY		●			
WALKWAY SURFACES		●			
WASTE RECEPTACLES	●				●
WATER FOUNTAINS		●			





P.J. MELI AQUATIC CENTER

Park Location and Urban Context

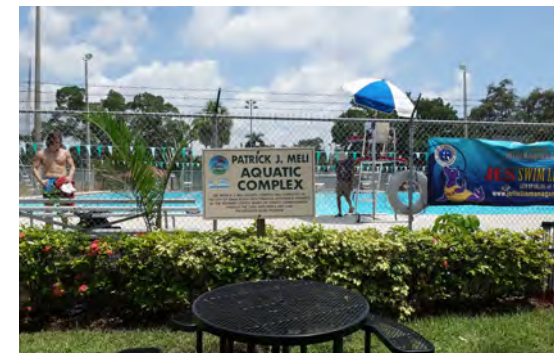
P.J. Meli Aquatic Center is an active recreation park of approximately 12.3 acres located in a single-family residential area. The park's only access comes from Griffin Road, via north-south connections on S.W. 27th Terrace, S.W. 28th Avenue, and S.W. 28th Terrace, which intersect S.W. 52nd Street, leading directly into the park/aquatic complex's southern boundary.

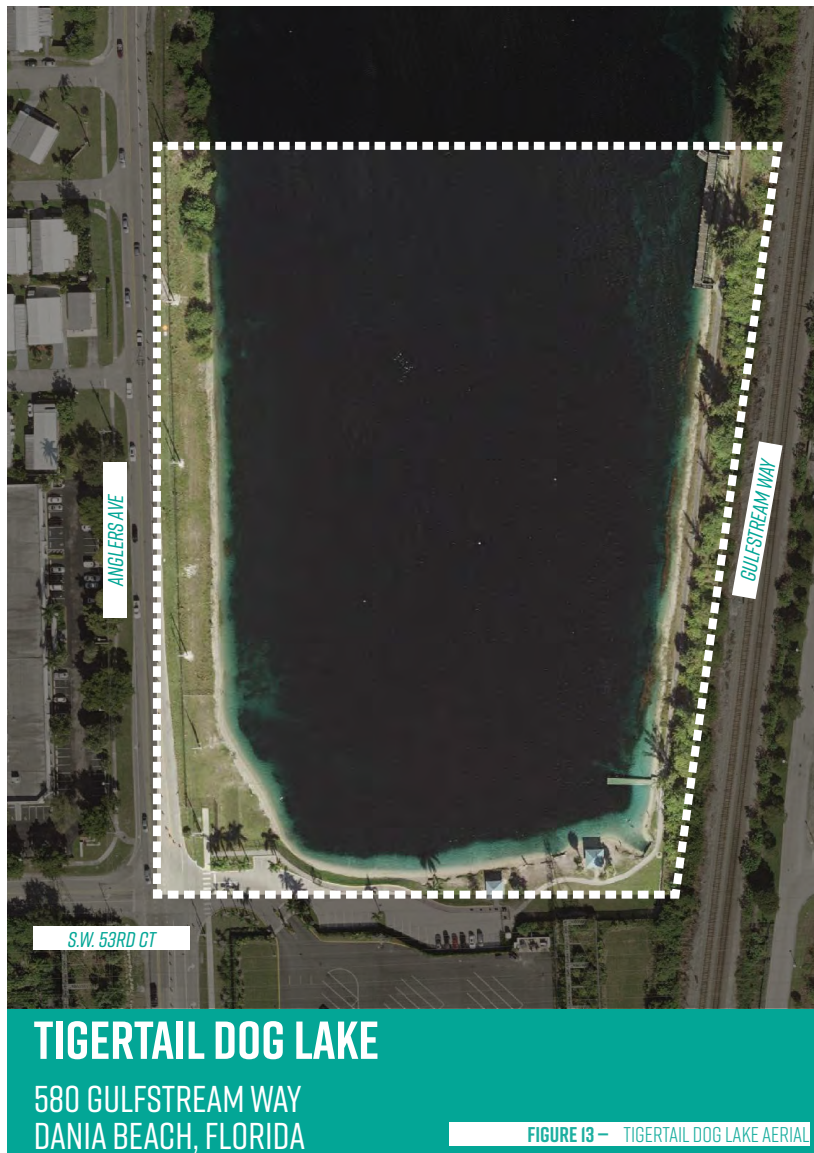
Issues and Opportunities

The following issues and opportunities are presented within the park:

- Community Center building is outdated and provides sub-standard amenities.
 - While there are some negatives, the facility is well maintained, and the overall park is heavily used.
 - Lack of dedicated parking area for the building.
 - Current location at the center of stable residential area offer an opportunity for a state of the art facilities.
- Grounds are well-maintained and large baseball field is heavily used.
 - Underutilized baseball field can be reprogrammed into a rectangular sports field.
 - All sports fields need updates to lighting.
- Community Center access from surrounding areas is somewhat limited.
 - Potential to open access into and out of adjacent neighborhoods, through the extension of streets and/or creation of pedestrian connections.

PARK INVENTORY	AVAILABILITY		CONDITION		
	YES	NO	GOOD	FAIR	POOR
BASEBALL FIELD	●		●		
BASKETBALL COURT	●			●	
BIKE RACKS		●			
BOAT LAUNCH/DOCK		●			
COMMUNITY CENTER	●			●	
ENTRY SIGNS	●			●	
EXERCISE EQUIPMENT	●				●
FENCING AND WALLS	●			●	
FIELD LIGHTING	●			●	
FIELD STORAGE	●			●	
FOOTBALL FIELD		●			
GENERAL LANDSCAPING	●			●	
PARKING	●		●		
PARK LIGHTING	●		●		
PARKING LOT LIGHTING	●		●		
PLAYGROUND EQUIPMENT	●				●
PLAYGROUND SURFACES	●				●
RAQUETBALL COURTS	●			●	
RESTROOMS	●			●	
SEATING AND FURNITURE	●				●
SHADE STRUCTURE	●				●
SKATING FACILITIES		●			
SOCCER FIELD		●			
SOD	●			●	
SWIMMING POOL	●			●	
TENNIS COURTS	●			●	
TREE CANOPY	●			●	
WALKWAY SURFACES	●			●	
WASTE RECEPTACLES	●				●
WATER FOUNTAINS		●			





TIGERTAIL DOG LAKE

Park Location and Urban Context

Tigertail Dog Lake is an active recreation facility of approximately 11.9 acres located in an area bound to the west by Anglers Way, a major north-south road, and to the east by the Tri-Rail Line. The Broward College Tigertail Lake Recreational Center operates additional lake area to the northern boundary, with the Ravenswood Bus Terminal and Maintenance Facility and S.W. 53rd Court holding the south edge of the park.

Issues and Opportunities

The following issues and opportunities are presented within the park:

- Water's edge is heavily used and requires updating.
 - Shoreline needs bank stabilization.
 - Base of shelter concrete pads is breaking down and will require reinforcement and rebuild to block access under the pad.
- Park amenities are limited outside of water access.
 - Site furnishings such as benches, picnic tables, and waste receptacles could be installed.
- Parking is limited and restricted.
 - Parking lot could be reorganized to be more efficient and simpler to navigate.

PARK INVENTORY	AVAILABILITY		CONDITION		
	YES	NO	GOOD	FAIR	POOR
BASEBALL FIELD		●			
BASKETBALL COURT		●			
BIKE RACKS		●			
BOAT LAUNCH/DOCK		●			
COMMUNITY CENTER		●			
ENTRY SIGNS	●			●	
EXERCISE EQUIPMENT		●			
FENCING AND WALLS	●			●	
FIELD LIGHTING		●			
FIELD STORAGE		●			
FOOTBALL FIELD		●			
GENERAL LANDSCAPING		●			
PARKING	●			●	
PARK LIGHTING		●			
PARKING LOT LIGHTING	●				●
PLAYGROUND EQUIPMENT		●			
PLAYGROUND SURFACES		●			
RAQUETBALL COURTS		●			
RESTROOMS		●			
SEATING AND FURNITURE		●			
SHADE STRUCTURE	●				●
SKATING FACILITIES		●			
SOCCER FIELD		●			
SOD	●				●
SWIMMING POOL		●			
TENNIS COURTS		●			
TREE CANOPY	●				
WALKWAY SURFACES	●				●
WASTE RECEPTACLES	●				●
WATER FOUNTAINS		●			





CHESTER BYRD PARK

1021 SW 12TH AVENUE
DANIA BEACH, FLORIDA

FIGURE 14 – CHESTER BYRD PARK AERIAL

CHESTER BYRD PARK

Park Location and Urban Context

Chester Byrd Park is an active recreation park of approximately 1.8 acres, bordered to the east by Phippen Waiters Road (N. Dixie Highway) and to the west by North 22nd Avenue. These roads serve as the primary access from Stirling Road to the north and Sheridan Street on the south.

The context around the park also includes a cemetery on the southern boundary as well as the Florida East Coast Rail line, isolating the park from the surrounding residential community. The residential community to the west is within the limits of the City of Hollywood, as the park bestrides jurisdiction between the Cities of Dania Beach and Hollywood.

Issues and Opportunities

The following issues and opportunities are presented within the park:

- Years of wear and tear on the park require general overall update.
- Playground is antiquated/rusting.
 - Playground could be reconstructed with modern amenities.
- Park amenities are limited.
 - Updated site furnishings such as benches, picnic tables, and waste receptacles could be installed.
- Lack of lighting and sight lines into the park is a safety hazard for the community.
 - Lighting design could be updated for better security and visibility.
- Landscape tree canopy is abundant and an asset to park users.

PARK INVENTORY	AVAILABILITY		CONDITION		
	YES	NO	GOOD	FAIR	POOR
BASEBALL FIELD		●			
BASKETBALL COURT	●			●	
BIKE RACKS		●			
BOAT LAUNCH/DOCK		●			
COMMUNITY CENTER		●			
ENTRY SIGNS	●			●	
EXERCISE EQUIPMENT		●			
FENCING AND WALLS	●			●	
FIELD LIGHTING		●			
FIELD STORAGE		●			
FOOTBALL FIELD		●			
GENERAL LANDSCAPING		●			
PARKING		●			
PARK LIGHTING	●				●
PARKING LOT LIGHTING		●			
PLAYGROUND EQUIPMENT	●			●	
PLAYGROUND SURFACES	●			●	
RAQUETBALL COURTS		●			
RESTROOMS		●			
SEATING AND FURNITURE	●				●
SHADE STRUCTURE	●			●	
SKATING FACILITIES		●			
SOCCER FIELD		●			
SOD	●			●	
SWIMMING POOL		●			
TENNIS COURTS		●			
TREE CANOPY	●		●		
WALKWAY SURFACES	●			●	
WASTE RECEPTACLES	●				●
WATER FOUNTAINS		●			





C.W. THOMAS PARK

Park Location and Urban Context

C.W. Thomas Park is an active recreation park of approximately 6.05 acres, bordered by N.W. 1st Street on the south and N.W. 2nd Street on the north. N.W. 6th Avenue sets the eastern boundary of the park and N.W. 10th Court the west. Just north of the park across N.W. 2nd Street is Collins Elementary School, with a large multi-use field to complement those at C.W. Thomas Park.

Issues and Opportunities

The following issues and opportunities are presented within the park:

- Overall, the park is in good condition; however, there is a general lack of storage within the facilities.
 - Lack of interior storage space for building, office, and flexible activity spaces
 - Limited exterior storage space for field equipment
- Building is disjointed and separate from the outdoor activity spaces.
 - Building could be connected visually with exterior spaces to take advantage of views and provide security.
- Lack of indoor court space and outdoor rectangular field
 - Indoor basketball courts could be included within new building program.
 - Trends in this area indicate that a flexible soccer/football field would be better utilized at this location.
- Pool is confined within fenced area and in proximity to the existing building.

PARK INVENTORY	AVAILABILITY		CONDITION		
	YES	NO	GOOD	FAIR	POOR
BASEBALL FIELD	●				
BASKETBALL COURT	●				
BIKE RACKS		●			
BOAT LAUNCH/DOCK		●			
COMMUNITY CENTER	●				
ENTRY SIGNS	●				
EXERCISE EQUIPMENT		●			
FENCING AND WALLS	●				
FIELD LIGHTING	●				
FIELD STORAGE	●				
FOOTBALL FIELD	●				
GENERAL LANDSCAPING	●				
PARKING	●				
PARK LIGHTING	●				
PARKING LOT LIGHTING	●				
PLAYGROUND EQUIPMENT	●				
PLAYGROUND SURFACES	●				
RAQUETBALL COURTS		●			
RESTROOMS	●				
SEATING AND FURNITURE	●				
SHADE STRUCTURE	●				
SKATING FACILITIES		●			
SOCCER FIELD	●				
SOD	●				
SWIMMING POOL	●				
TENNIS COURTS		●			
TREE CANOPY	●				
WALKWAY SURFACES	●				
WASTE RECEPTACLES	●				
WATER FOUNTAINS		●			





MILDRED V. JONES PARK

Park Location and Urban Context

Mildred V. Jones Park is a passive recreation park of approximately .65 acres located on N.W. 14th Way from N.W. 2nd Street to N.W. 3rd Street. The western edge of the park overlooks a canal, while the eastern context area includes single-family residential uses.

Issues and Opportunities

The following issues and opportunities are presented within the park:

- Seating areas are worn out.
 - All street and park furnishings can be updated to match the remainder of the park's palette.
 - Bench seating within the park require paved surface access and a paved pad.
- Parking is informal and structured around the inclusion of a double row of bollards.
 - Parking can be formalized along the street, removing the bollards and opening up the park to the neighborhood.
- Pedestrian connectivity occurs at the edge.
 - Sidewalk should occur within the park, rather than at the road edge, to help bring people through the park and activate the space.
- Existing dock structure could be improved both structurally and aesthetically to further activate the water front amenity.

PARK INVENTORY	AVAILABILITY		CONDITION		
	YES	NO	GOOD	FAIR	POOR
BASEBALL FIELD		●			
BASKETBALL COURT		●			
BIKE RACKS		●			
BOAT LAUNCH/DOCK		●			
COMMUNITY CENTER		●			
ENTRY SIGNS	●			●	
EXERCISE EQUIPMENT		●			
FENCING AND WALLS	●				●
FIELD LIGHTING		●			
FIELD STORAGE		●			
FOOTBALL FIELD		●			
GENERAL LANDSCAPING	●				●
PARKING		●			
PARK LIGHTING		●			
PARKING LOT LIGHTING		●			
PLAYGROUND EQUIPMENT		●			
PLAYGROUND SURFACES		●			
RAQUETBALL COURTS		●			
RESTROOMS		●			
SEATING AND FURNITURE	●				●
SHADE STRUCTURE		●			
SKATING FACILITIES		●			
SOCCER FIELD		●			
SOD	●			●	
SWIMMING POOL		●			
TENNIS COURTS		●			
TREE CANOPY	●			●	
WALKWAY SURFACES		●			
WASTE RECEPTACLES	●				●
WATER FOUNTAINS		●			





MULLIKIN PARK

Park Location and Urban Context

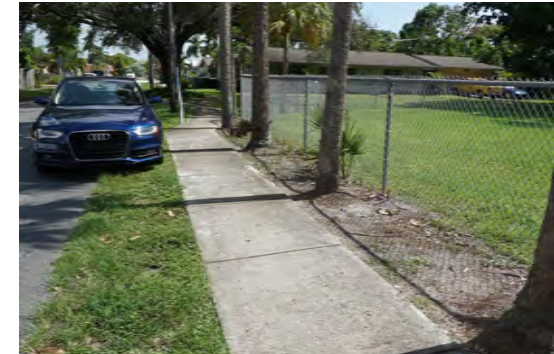
Mullikin Park is an active recreation park of approximately .6 acres, sandwiched between two north-south streets, S.W. 1st Avenue (Federal Highway) to the east and S.W. 1st Court on the western side. The park is situated to serve as a transition buffer from the predominantly more commercial uses along Federal Highway and the single-family residential to the west.

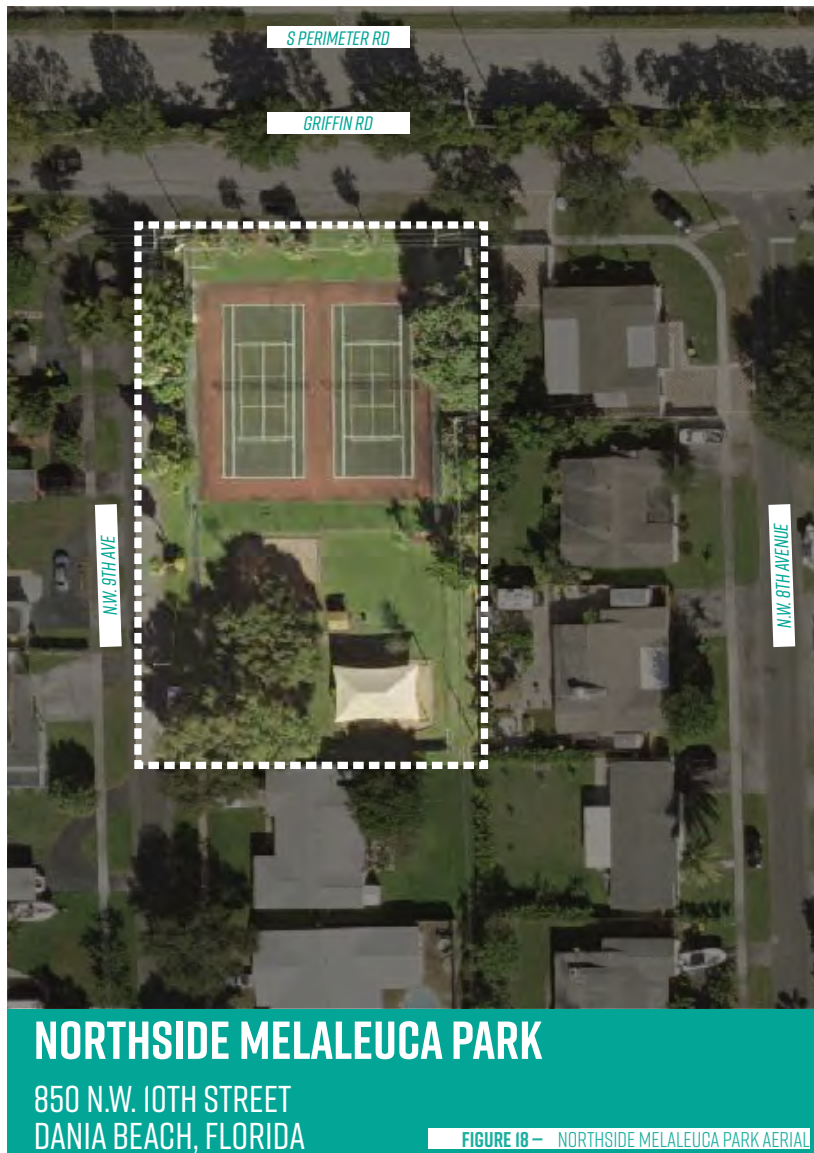
Issues and Opportunities

The following issues and opportunities are presented within the park:

- Present playground is wearing due to extended use and exposure to the elements.
 - Provide structured shading or canopy to protect users from the sun.
 - Update playground equipment to a contemporary design and finish.
 - Replace playground surfaces.
- Landscape requires additional maintenance.
 - Trim overgrown tree roots to relieve negative impact on park structures and uneven surfaces.
- Seating areas are worn out.
 - Updated site furnishings such as benches, picnic tables, and waste receptacles could be installed.
- Initial park perception lacks curb appeal.
 - Additional landscaping and ground cover would improve visual perception from the street.

PARK INVENTORY	AVAILABILITY		CONDITION		
	YES	NO	GOOD	FAIR	POOR
BASEBALL FIELD		●			
BASKETBALL COURT		●			
BIKE RACKS		●			
BOAT LAUNCH/DOCK		●			
COMMUNITY CENTER		●			
ENTRY SIGNS	●				●
EXERCISE EQUIPMENT		●			
FENCING AND WALLS	●				●
FIELD LIGHTING		●			
FIELD STORAGE		●			
FOOTBALL FIELD		●			
GENERAL LANDSCAPING	●				●
PARKING		●			
PARK LIGHTING		●			
PARKING LOT LIGHTING		●			
PLAYGROUND EQUIPMENT	●				●
PLAYGROUND SURFACES	●				●
RAQUETBALL COURTS		●			
RESTROOMS		●			
SEATING AND FURNITURE	●				●
SHADE STRUCTURE		●			
SKATING FACILITIES		●			
SOCCER FIELD		●			
SOD	●			●	
SWIMMING POOL		●			
TENNIS COURTS		●			
TREE CANOPY	●			●	
WALKWAY SURFACES	●				●
WASTE RECEPTACLES	●				●
WATER FOUNTAINS		●			





NORTHSIDE MELALEUCA PARK

Park Location and Urban Context

Northside Melaleuca Park is an active recreation park of approximately .59 acres at the edge of a well-kept neighborhood between N.W. 8th and 9th Avenue on N.W. 10th Street. The park's primary street frontage, just south of Fort Lauderdale/Hollywood International Airport, is easily accessible from a western entrance to the neighborhood off of Griffin Road.

Issues and Opportunities

The following issues and opportunities are presented within the park:

- While in fair shape, landscape materials are a bit scarce.
 - Provide additional trees to increase tree canopy and shade in and around seating/playground areas, including the swing set area.
- Small wooden picnic shelter is in poor condition.
 - Replace picnic shelter to match any new site furnishings.

PARK INVENTORY	AVAILABILITY		CONDITION		
	YES	NO	GOOD	FAIR	POOR
BASEBALL FIELD		●			
BASKETBALL COURT		●			
BIKE RACKS		●			
BOAT LAUNCH/DOCK		●			
COMMUNITY CENTER		●			
ENTRY SIGNS	●		●		
EXERCISE EQUIPMENT		●			
FENCING AND WALLS	●				●
FIELD LIGHTING		●			
FIELD STORAGE		●			
FOOTBALL FIELD		●			
GENERAL LANDSCAPING	●				●
PARKING		●			
PARK LIGHTING		●			
PARKING LOT LIGHTING		●			
PLAYGROUND EQUIPMENT	●		●		
PLAYGROUND SURFACES	●			●	
RAQUETBALL COURTS		●			
RESTROOMS		●			
SEATING AND FURNITURE	●				●
SHADE STRUCTURE	●			●	
SKATING FACILITIES		●			
SOCCER FIELD		●			
SOD	●			●	
SWIMMING POOL		●			
TENNIS COURTS	●		●		
TREE CANOPY	●				●
WALKWAY SURFACES	●				●
WASTE RECEPTACLES	●				●
WATER FOUNTAINS	●			●	





STAR CENTENNIAL PARK

S.W. 3RD PLACE AND S.W. 4TH AVENUE
DANIA BEACH, FLORIDA

FIGURE 19 – STAR CENTENNIAL PARK AERIAL

STAR CENTENNIAL PARK

Park Location and Urban Context

Star Centennial Park is a passive pocket park, of approximately .15 acres located in a triangular parcel of land defined by S.W. 3rd Place to the south and a bifurcated S.W. 4th Avenue on the east and west. Railroad tracks along the western side of S.W. 4th Avenue establish a hard edge, while the eastern edge of the park is accessible to the residential neighborhood.

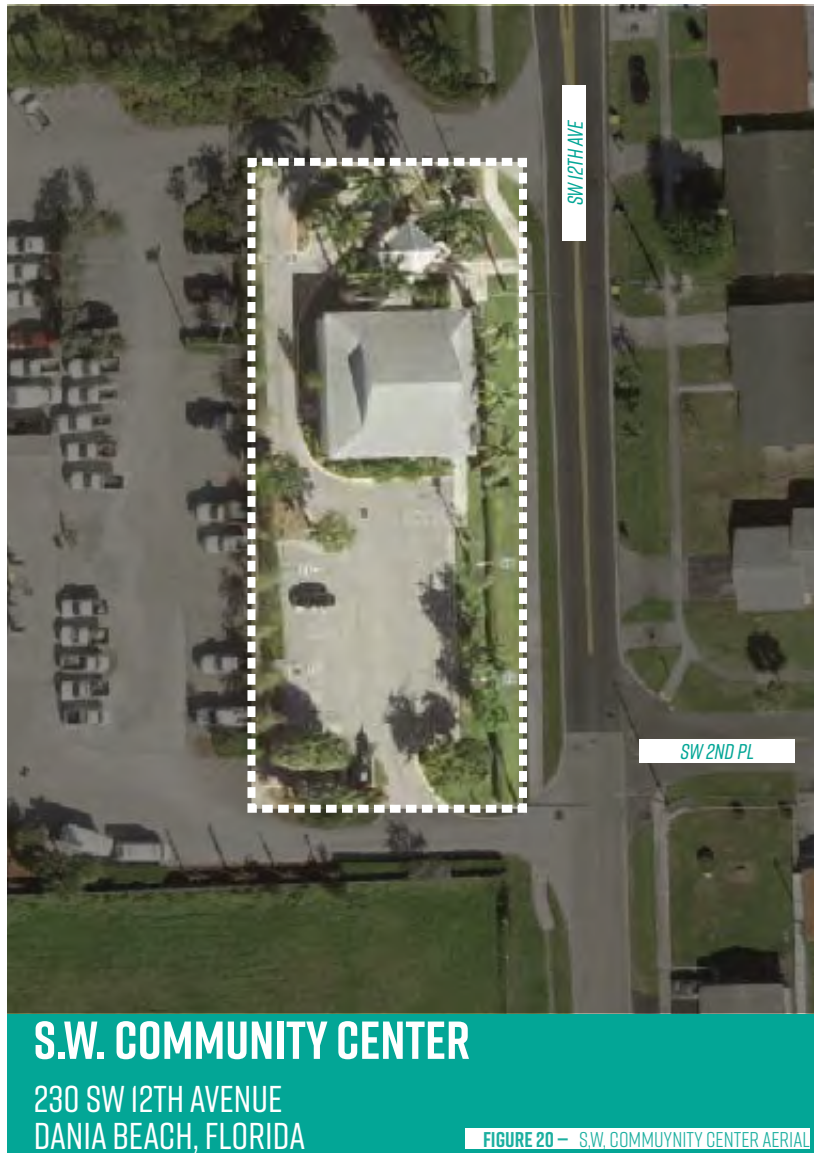
Issues and Opportunities

With positive attributes including the following, the park presents no immediate issues to be addressed.

- Park is well supplied with furnishings, seating areas, and well-maintained landscaping with tree canopy.
- Paver surface walkways are provided, connecting through the park.
- Identification sign at the northwest side of the parcel is well maintained, attractive and visible to the street.

PARK INVENTORY	AVAILABILITY		CONDITION		
	YES	NO	GOOD	FAIR	POOR
BASEBALL FIELD		●			
BASKETBALL COURT		●			
BIKE RACKS		●			
BOAT LAUNCH/DOCK		●			
COMMUNITY CENTER		●			
ENTRY SIGNS	●		●		
EXERCISE EQUIPMENT		●			
FENCING AND WALLS		●			
FIELD LIGHTING		●			
FIELD STORAGE		●			
FOOTBALL FIELD		●			
GENERAL LANDSCAPING	●		●		
PARKING		●			
PARK LIGHTING	●		●		
PARKING LOT LIGHTING		●			
PLAYGROUND EQUIPMENT		●			
PLAYGROUND SURFACES		●			
RAQUETBALL COURTS		●			
RESTROOMS		●			
SEATING AND FURNITURE	●		●		
SHADE STRUCTURE		●			
SKATING FACILITIES		●			
SOCCER FIELD		●			
SOD	●		●		
SWIMMING POOL		●			
TENNIS COURTS		●			
TREE CANOPY	●		●		
WALKWAY SURFACES	●		●		
WASTE RECEPTACLES	●		●		
WATER FOUNTAINS		●			





S.W. COMMUNITY CENTER

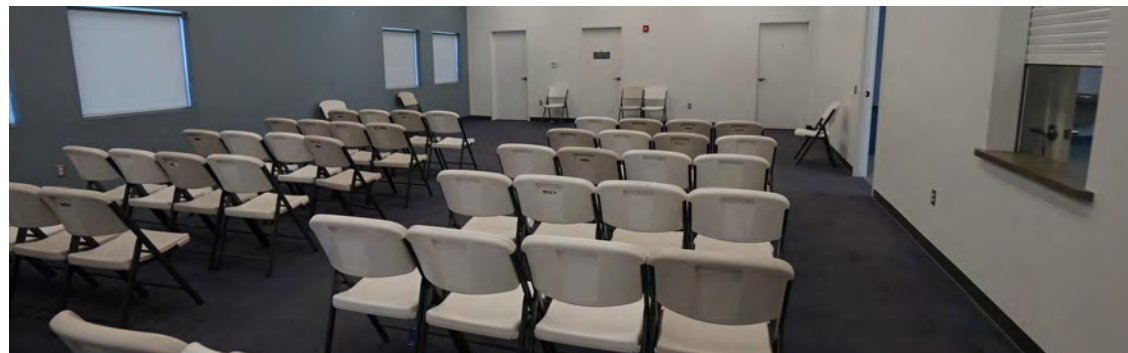
Park Location and Urban Context

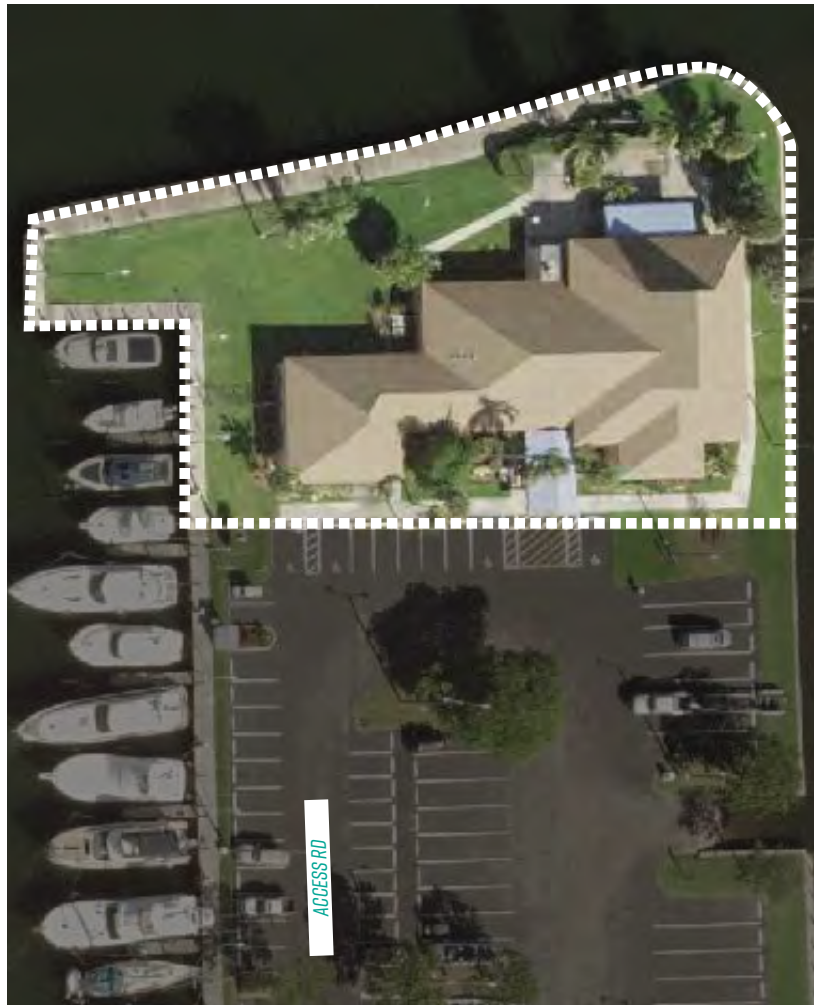
The S.W. Community Center is an active community center located on approximately .53 acres of land on the west side of S.W. 12th Avenue. The nearest major east-west connector is Stirling Road, about one block north adjacent to the City of Dania Beach Public Service Department property. S.W. 2nd Place is the intersecting street at the southern boundary of the community center site.

Issues and Opportunities

Given the existing conditions of the structure and surrounding property, there are no major issues/opportunities identified for the building and facilities.

PARK INVENTORY	AVAILABILITY		CONDITION		
	YES	NO	GOOD	FAIR	POOR
BASEBALL FIELD		●			
BASKETBALL COURT		●			
BIKE RACKS	●			●	
BOAT LAUNCH/DOCK		●			
COMMUNITY CENTER	●		●		
ENTRY SIGNS	●		●		
EXERCISE EQUIPMENT		●			
FENCING AND WALLS		●			
FIELD LIGHTING		●			
FIELD STORAGE		●			
FOOTBALL FIELD		●			
GENERAL LANDSCAPING	●		●		
PARKING	●		●		
PARK LIGHTING		●			
PARKING LOT LIGHTING	●		●		
PLAYGROUND EQUIPMENT		●			
PLAYGROUND SURFACES		●			
RAQUETBALL COURTS		●			
RESTROOMS	●		●		
SEATING AND FURNITURE		●			
SHADE STRUCTURE		●			
SKATING FACILITIES		●			
SOCCER FIELD		●			
SOD	●		●		
SWIMMING POOL		●			
TENNIS COURTS		●			
TREE CANOPY		●			
WALKWAY SURFACES	●			●	
WASTE RECEPTACLES		●			
WATER FOUNTAINS		●			





I.T. PARKER CENTER

901 N.E. 3RD STREET
DANIA BEACH, FLORIDA

FIGURE 21 – I.T. PARKER CENTER AERIAL

I.T. PARKER CENTER

Park Location and Urban Context

The I.T. Parker Center is an event facility located on approximately 20.11 acres of land within the Harbor Towne Marina, which is accessed from the south via Dania Beach Boulevard by way of Gulfstream Road. Traveling through the marina, primary access to the facility occurs where Access Road terminates at the building. To the north, the building is bordered by the Dania Cutoff Canal.

Issues and Opportunities

The following issues and opportunities are presented within the park:

- Restrooms are outdated and in need of renovation.
- Serving kitchen is insufficient for event requirements and requires renovation improvements.
- Given the location of the facility within the marina context, wayfinding and signage is not clear for visitors to locate the building.
 - The facility requires a new sign at the entrance of the marina, in addition to wayfinding signage.

PARK INVENTORY	AVAILABILITY		CONDITION		
	YES	NO	GOOD	FAIR	POOR
BASEBALL FIELD		●			
BASKETBALL COURT		●			
BIKE RACKS		●			
BOAT LAUNCH/DOCK	●		●		
COMMUNITY CENTER	●			●	
ENTRY SIGNS	●				●
EXERCISE EQUIPMENT		●			
FENCING AND WALLS		●			
FIELD LIGHTING		●			
FIELD STORAGE		●			
FOOTBALL FIELD		●			
GENERAL LANDSCAPING	●			●	
PARKING	●		●		
PARK LIGHTING		●			
PARKING LOT LIGHTING	●		●		
PLAYGROUND EQUIPMENT		●			
PLAYGROUND SURFACES		●			
RAQUETBALL COURTS		●			
RESTROOMS	●			●	
SEATING AND FURNITURE	●				●
SHADE STRUCTURE		●			
SKATING FACILITIES		●			
SOCCER FIELD		●			
SOD	●		●		
SWIMMING POOL		●			
TENNIS COURTS		●			
TREE CANOPY		●			
WALKWAY SURFACES	●			●	
WASTE RECEPTACLES	●				●
WATER FOUNTAINS		●			





FRANK C. "TOOTIE" ADLER PARK

Park Location and Urban Context

Frank C. "Tootie" Adler Park is an active recreation community park located on approximately 1.71 acres on North Beach Road at the ramp for East Dania Beach Boulevard. The eastern edge of the park overlooks the beach and Atlantic Ocean, while the south is edged by Cambridge Street.

Issues and Opportunities

The following issues and opportunities are presented within the park:

- The park suffered significant damage due to Hurricane Irma.
 - Overall condition is substandard, including damaged landscape/tree canopy.
- Tiki huts are in poor condition due to combination of age and exposure to salt water and the elements.
 - All of the tiki huts require reconstruction.
- Playground equipment is antiquated and worn out.
 - Playground can be outfitted with new, updated equipment, including shade structures, suitable playground surfaces, and additional seating areas.
 - Updated site furnishings such as benches, picnic tables, and waste receptacles could be installed.
- Sidewalk space connecting playground/tiki huts to concession restaurant and bathrooms is inadequate.
 - Network of sidewalks should be redesigned to maximize connectivity across the totality of the park.

PARK INVENTORY	AVAILABILITY		CONDITION		
	YES	NO	GOOD	FAIR	POOR
BASEBALL FIELD		●			
BASKETBALL COURT		●			
BIKE RACKS	●			●	
BOAT LAUNCH/DOCK		●			
COMMUNITY CENTER		●			
ENTRY SIGNS	●			●	
EXERCISE EQUIPMENT		●			
FENCING AND WALLS		●			
FIELD LIGHTING		●			
FIELD STORAGE		●			
FOOTBALL FIELD		●			
GENERAL LANDSCAPING	●				●
PARKING	●			●	
PARK LIGHTING		●			
PARKING LOT LIGHTING	●			●	
PLAYGROUND EQUIPMENT	●			●	
PLAYGROUND SURFACES	●				●
RAQUETBALL COURTS		●			
RESTROOMS		●			
SEATING AND FURNITURE	●				●
SHADE STRUCTURE		●			
SKATING FACILITIES		●			
SOCCER FIELD		●			
SOD	●				●
SWIMMING POOL		●			
TENNIS COURTS		●			
TREE CANOPY		●			
WALKWAY SURFACES		●			
WASTE RECEPTACLES	●				●
WATER FOUNTAINS	●			●	





FROST PARK

Park Location and Urban Context

Frost Park is an active recreation community park located on approximately 8.55 acres east of S. Federal Highway (US1) and north of Dania Beach Boulevard at 300 N.E. 2nd Street. The park is accessed from these two major roadways at its edges.

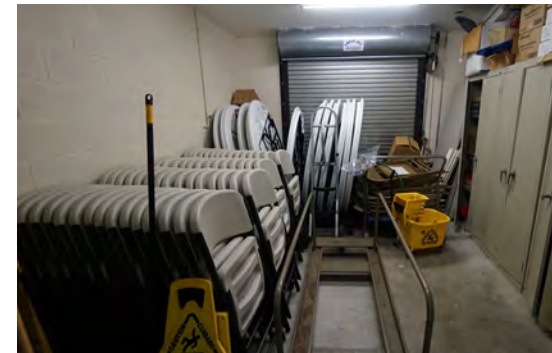
The park is bordered to the east, across the Fronton Boulevard parking area, by the Dania Beach Casino. The surrounding neighborhood to the west, east, and south is predominantly composed of one-story single family homes and duplex multifamily buildings.

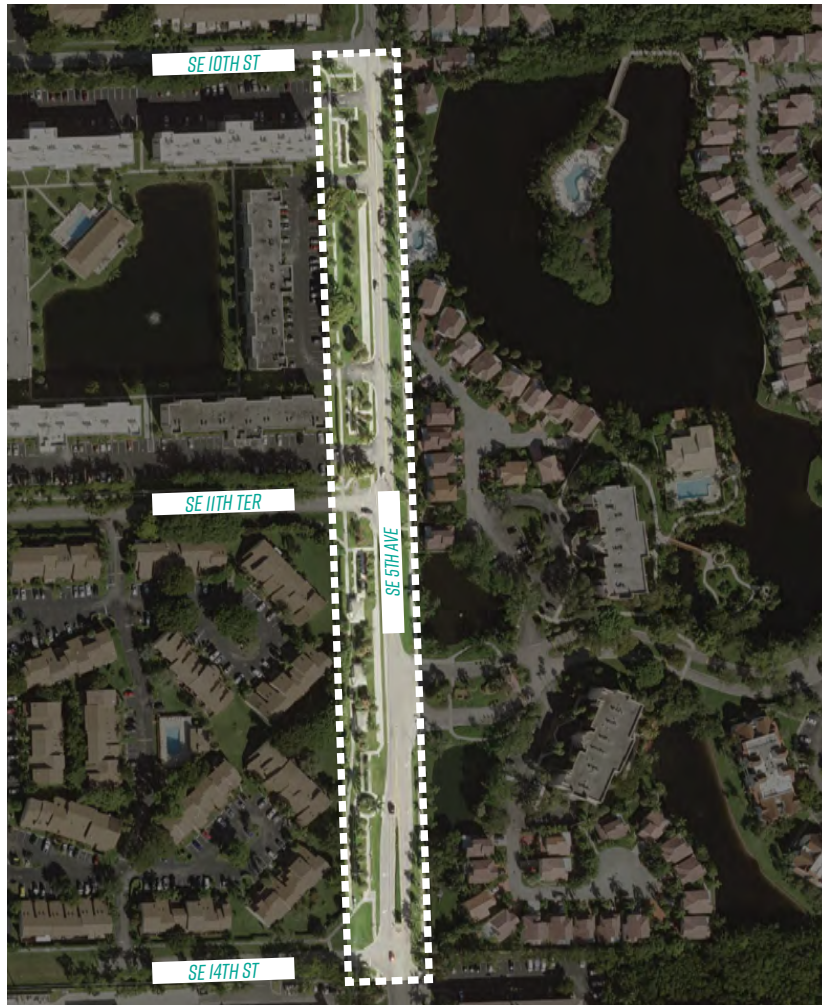
Issues and Opportunities

The following issues and opportunities are presented within the park:

- Overall, while the park is in good condition, the building, office, and flexible activity spaces have a lack of interior storage space.
- The building is disjointed and separate from the outdoor activity spaces.
 - Connecting the building visually with exterior spaces would enhance views and improve security.
- The open field space does not drain well due to uneven surfaces that collect water during rainstorms.
 - New drainage patterns should be designed and implemented.
- Lack of a rectangular sports field, underutilized baseball fields, and no pickleball court
 - Fields should be redesigned and reconfigured to reflect community needs, demands, and utilization patterns

PARK INVENTORY	AVAILABILITY		CONDITION		
	YES	NO	GOOD	FAIR	POOR
BASEBALL FIELD	●			●	
BASKETBALL COURT	●		●		
BIKE RACKS	●			●	
BOAT LAUNCH/DOCK		●			
COMMUNITY CENTER	●			●	
ENTRY SIGNS	●		●		
EXERCISE EQUIPMENT	●			●	
FENCING AND WALLS	●				●
FIELD LIGHTING	●			●	
FIELD STORAGE	●			●	
FOOTBALL FIELD		●			
GENERAL LANDSCAPING	●		●		
PARKING	●		●		
PARK LIGHTING	●			●	
PARKING LOT LIGHTING	●			●	
PLAYGROUND EQUIPMENT	●			●	
PLAYGROUND SURFACES	●				●
RAQUETBALL COURTS	●				●
RESTROOMS	●			●	
SEATING AND FURNITURE	●				●
SHADE STRUCTURE	●			●	
SKATING FACILITIES	●			●	
SOCGER FIELD		●			
SOD	●		●		
SWIMMING POOL		●			
TENNIS COURTS	●			●	
TREE CANOPY	●		●		
WALKWAY SURFACES	●			●	
WASTE RECEPTACLES	●				●
WATER FOUNTAINS		●			





LINEAR PARK

SE 5TH AVENUE (FROM S.E. 10TH STREET TO S.E. 14TH STREET)
DANIA BEACH, FLORIDA

FIGURE 24 — LINEAR PARK AERIAL

LINEAR PARK

Park Location and Urban Context

The Linear Park is an active neighborhood park, approximately 50 feet wide alongside S.E. 5th Avenue, extending the length of four blocks from S.E. 10th Street to S.E. 14th Street.

Issues and Opportunities

Given the existing conditions, there are no major issues/opportunities identified for the park.

PARK INVENTORY	AVAILABILITY		CONDITION		
	YES	NO	GOOD	FAIR	POOR
BASEBALL FIELD		●			
BASKETBALL COURT		●			
BIKE RACKS		●			
BOAT LAUNCH/DOCK		●			
COMMUNITY CENTER		●			
ENTRY SIGNS		●			
EXERCISE EQUIPMENT	●		●		
FENCING AND WALLS		●			
FIELD LIGHTING		●			
FIELD STORAGE		●			
FOOTBALL FIELD		●			
GENERAL LANDSCAPING	●		●		
PARKING		●			
PARK LIGHTING		●			
PARKING LOT LIGHTING		●			
PLAYGROUND EQUIPMENT		●			
PLAYGROUND SURFACES		●			
RAQUETBALL COURTS		●			
RESTROOMS		●			
SEATING AND FURNITURE	●		●		
SHADE STRUCTURE	●		●		
SKATING FACILITIES		●			
SOCCER FIELD		●			
SOD	●		●		
SWIMMING POOL		●			
TENNIS COURTS		●			
TREE CANOPY	●			●	
WALKWAY SURFACES	●		●		
WASTE RECEPTACLES	●		●		
WATER FOUNTAINS		●			



4

NEEDS ASSESSMENT





4.1 COMMUNITY SURVEY SUMMARY

ETC Institute administered a needs assessment during the fall of 2018 for the City of Dania Beach to evaluate its parks, recreation, programs, cultural arts, events, and open space. After conducting this comprehensive study, the City will create a Parks and Recreation Master Plan to guide the future of parks and recreation services in the community. The results of the study will be used to better understand the residents' priorities for parks, sports facilities, recreation, social, and cultural programs and services within the community of Dania Beach.

METHODOLOGY

ETC Institute mailed a survey packet to a random sample of households in the City of Dania Beach. Each survey packet contained a cover letter, copy of the survey, and postage-paid return envelope. Residents who received the survey were given the option of returning the survey by mail or completing it online at www.CityofDaniaBeachParkSurvey.org.

Ten days after the surveys were mailed, ETC Institute sent emails and placed phone calls to the households that received the survey to encourage participation. The emails contained a link to the online version

of the survey to make it easy for residents to complete. To prevent people who were not residents of Dania Beach from participating, everyone who completed the survey online was required to enter their home address prior to submitting the survey. ETC Institute then matched the addresses entered online with the addresses originally selected for the random sample. If the address from a survey completed online did not match one of the addresses selected for the sample, the online survey was not counted.

The goal was to obtain completed surveys from at least 400 residents. This goal was exceeded with a total of 419 residents completing the survey. The overall results for the sample of 419 households have a precision of at least $\pm 4.75\%$ at the 95% level of confidence.

This report contains the following:

- Charts showing the overall results of the survey (Section 1)
- Priority Investment Rating (PIR) that identifies priorities for facilities and programs (Section 2)

- Benchmarking analysis comparing the City's results to national results (Section 3)
- Tabular data showing the overall results for all questions on the survey (Section 4)

The major findings of the survey are summarized on the following pages.

OVERALL PARTICIPATION AND SATISFACTION OF CITY PARKS

Park Use

More than half (64%) of respondents indicated that they had visited Frost Park during the past year. The three parks that respondent households indicated they had visited most often, based on the sum of respondents' top two choices, were: Frost Park (46%), C.W. Thomas Park (12%), and P.J. Meli Aquatic Center Park (12%). Survey respondents indicated that they or members of their household visit parks in the City of Dania Beach: almost daily (13%), at least once per week (22%), at least once per month (17%), a few times per year (24%), and seldom or never (22%).

Park Satisfaction

The overall satisfaction respondents have with the parks provided by the City of Dania Beach Parks Department, as indicated by respondent households, were fifteen percent (15%) as "very satisfied," 35% of respondents were "satisfied," 23% of respondents were "neutral," 6% of respondents were "dissatisfied," and 4% of respondents were "very dissatisfied."

OVERALL PARTICIPATION AND SATISFACTION OF PROGRAMS

Program Participation

Thirty nine percent (39%) of respondents indicated that, over the last five years, they or members of their household have participated in special events, 16% in fitness activities, and 12% in senior programs.

Program Ratings

Ten percent (10%) of respondent households indicated they were "very satisfied" with the programs offered by the City of Dania Beach, 26% were "satisfied," 24% were "neutral," 6% were "dissatisfied," and 3% of respondents were "very dissatisfied."

FACILITY/AMENITY NEEDS AND PRIORITIES

Facility/Amenity Needs

Respondents were asked to identify their households' needs for 29 types of recreation facilities and amenities and rate how well their needs for each were currently being met. Based on this analysis, ETC Institute was able to estimate the number of households in the community that had the greatest unmet needs for various facilities.

The four recreation facilities identified as needed by the highest percentage of households were: walking and hiking trails (66%), natural areas/nature parks (59%), paved bike trails (57%), and picnic shelters/areas (51%). ETC Institute estimates that, of the approximately 15,505 households in the City of Dania Beach, 10,171 households have a need for walking and hiking trails, 9,179 households have a need for natural areas/nature parks, and 8,884 households have a need for paved bike trails.

ETC Institute estimates that some 7,161 City of Dania Beach households have unmet needs for walking and hiking trails, 6,770 households have unmet needs for paved bike trails, and 5,791 households have unmet needs for a fitness center/spa.

The estimated number of households that have unmet needs for each of the 29 facilities and amenities that were assessed is shown in Figure 25.

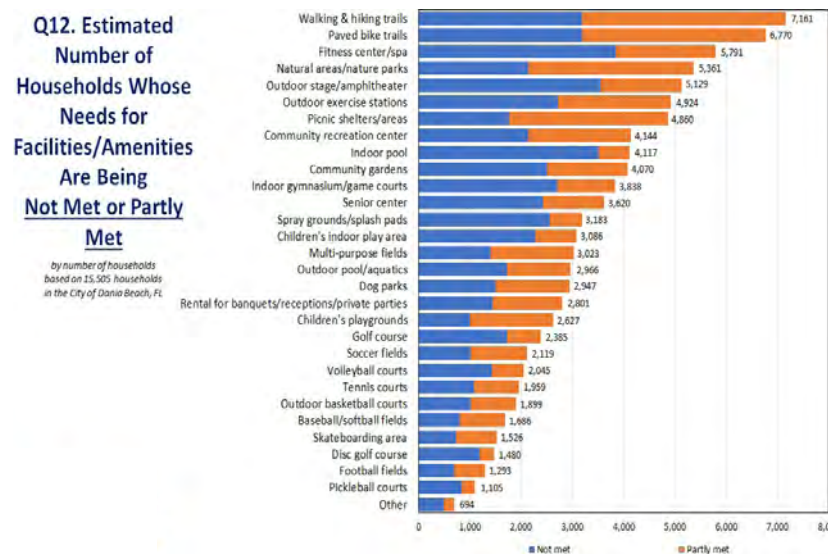


FIGURE 25 — ESTIMATED HOUSEHOLDS WHOSE NEEDS FOR FACILITIES/AMENITIES ARE BEING NOT MET OR PARTLY MET

Facility/Amenity Importance

In addition to assessing the needs for each facility, ETC Institute also assessed the importance that residents placed on each facility. Based on the sum of respondents' top four choices, the four most important facilities to residents were:

- walking and hiking trails (43%),
- paved bike trails (29%),
- natural areas/nature parks (28%), and
- dog parks (19%)

The percentage of residents who selected each facility as one of their top four choices is shown in Figure 26.

Priorities for Facility/Amenity Investments

The **Priority Investment Rating (PIR)** was developed by ETC Institute

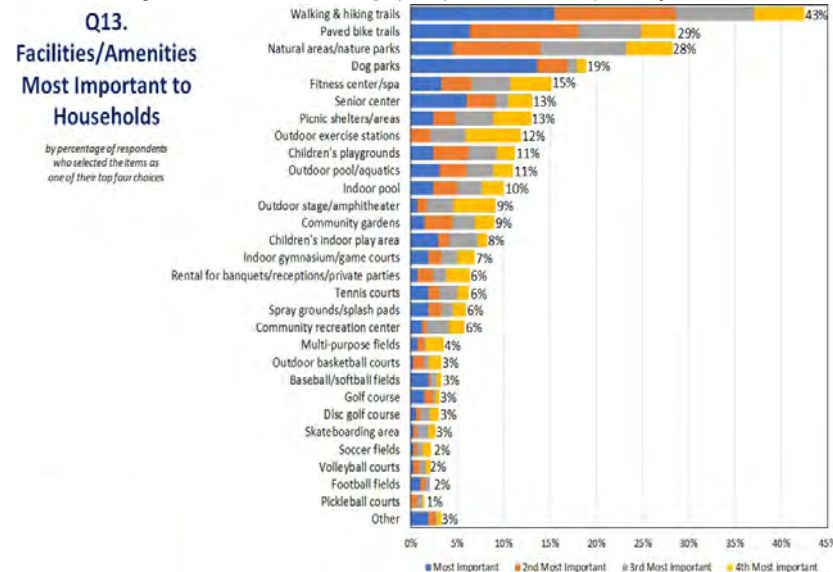


FIGURE 26 — FACILITIES/AMENITIES MOST IMPORTANT TO HOUSEHOLDS

to provide organizations with an objective tool for evaluating the priority that should be placed on Parks and Recreation investments. The

Priority Investment Rating (PIR) equally weights (1) the importance that residents place on facilities and (2) how many residents have unmet needs for the facility. [Details regarding the methodology for this analysis are provided in Section 2 of this report.]

Based the **Priority Investment Rating (PIR)**, the following four facilities were rated as high priorities for investment:

- Walking and hiking trails (PIR=200)
- Paved bike trails (PIR=162)
- Natural areas/nature parks (PIR=141)
- Fitness center/spa (PIR=117)

Figure 27 shows the **Priority Investment Rating (PIR)** for each of the 29 facilities that were assessed on the survey.

PROGRAM/ACTIVITY NEEDS AND PRIORITIES

Program/Activity Needs

Respondents were also asked to identify their households' needs for 17 recreational programs and rate how well their needs for each program were currently being met. Based on this analysis, ETC Institute was able to estimate the number of households in the community that had unmet needs for each program.

The four programs/activities identified as needed by the highest percentage of households were: adult fitness/wellness (62%), summer concerts (57%), special events (53%), and nature programs (48%). ETC Institute estimates that 9,629 of the approximately 15,505 households in the City of Dania Beach have a need for adult fitness/ wellness programs, 8,776 households have a need for summer concerts, and

Top Priorities for Investment for Recreation Facilities Based on the Priority Investment Rating

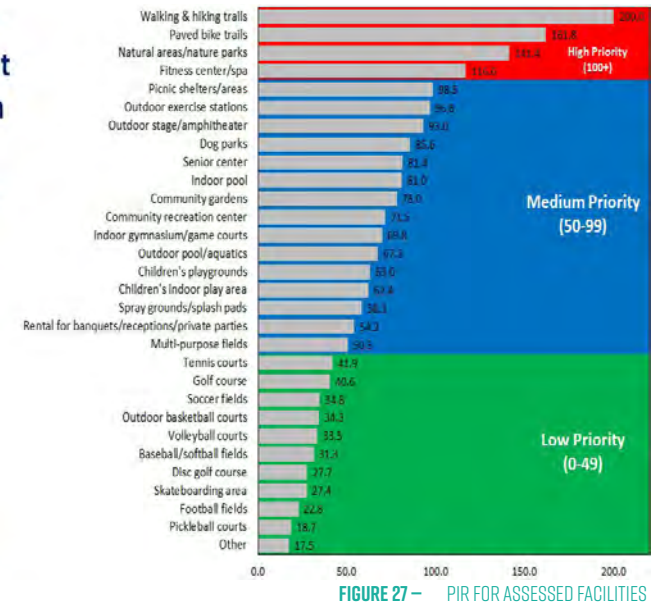


FIGURE 27 – PIR FOR ASSESSED FACILITIES

8,171 households have a need for special events.

ETC Institute estimates that 7,857 City of Dania Beach households have unmet needs for adult fitness/wellness programs, 7,214 households have unmet needs for summer concerts, and 6,124 households have unmet needs for nature programs. The estimated number of households that have unmet needs for each of the 17 programs that were assessed is shown in Figure 28.

Program/Activity Importance

In addition to assessing the needs for each program, ETC Institute also assessed the importance that residents placed on each program. Based on the sum of respondents' top four choices, the four most important programs to residents were:

Q15. Estimated Number of Households Whose Needs for Programs are Being Not Met or Partly Met

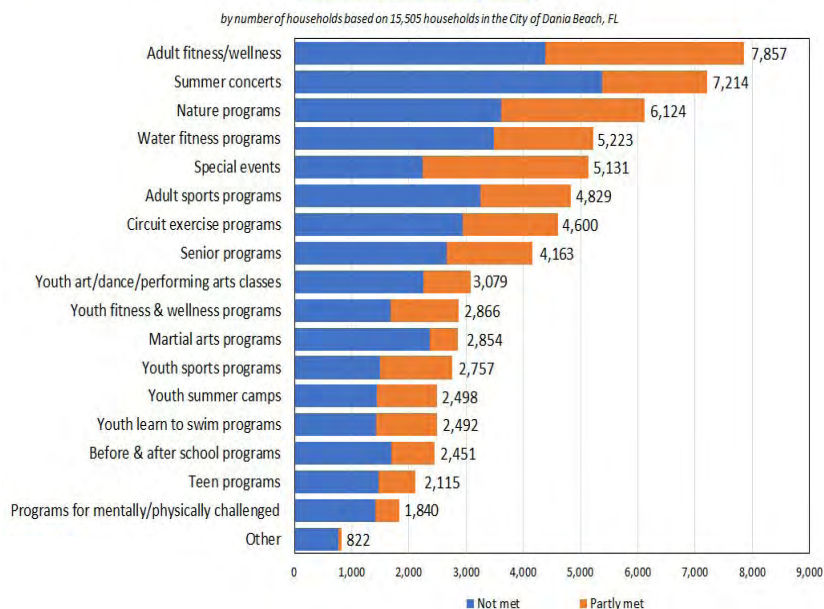


FIGURE 28 – ESTIMATED NUMBER OF HOUSEHOLDS WHOSE NEEDS FOR PROGRAMS ARE BEING NOT MET OR PARTLY MET

- adult fitness/wellness (40%),
- summer concerts (30%),
- special events (25%), and
- nature programs (25%).

The percentage of residents who selected each program as one of their top four choices is shown in Figure 29.

Priorities for Program/Activity Investments

Based on the Priority Investment Rating (PIR), which was described briefly on Page iv of this Executive Summary and is described in more detail in Section 2 of this report, the following four programs were rated as “high priorities” for investment:

Q16. Programs That Are Most Important to Households

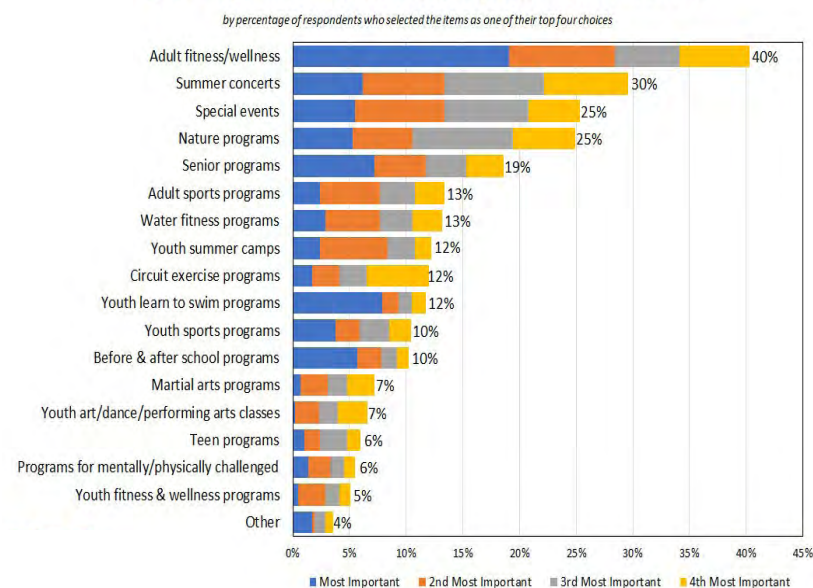


FIGURE 29 – PROGRAMS THAT ARE MOST IMPORTANT TO HOUSEHOLDS

- Adult fitness/wellness (PIR=200)
- Summer concerts (PIR=165)
- Nature programs (PIR=140)
- Special events (PIR=128)

Figure 30 shows the **Priority Investment Rating (PIR)** for each of the 17 programs that were rated.

Top Priorities for Investment for Recreation Programs Based on the Priority Investment Rating

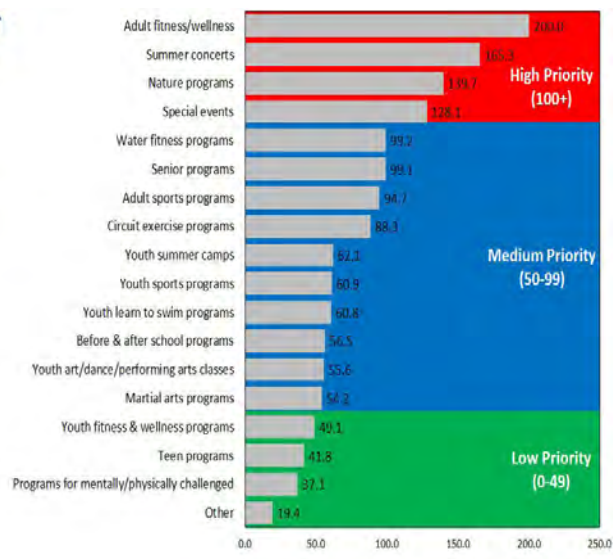


FIGURE 30 — TOP PRIORITIES FOR INVESTMENT FOR RECREATION PROGRAMS BASED ON PIR
ADDITIONAL FINDINGS

The top sources of information that respondent households indicated they use as their primary source for information about City of Dania Beach Parks Department related events and programs were the internet (31%) and by word of mouth (23%).

More than half (52%) of respondents indicated they or members of their household use Broward County for recreation programs and facilities.

Fifty-one percent (51%) of respondents indicated that they or members of their household currently utilize Frost Park.

The top three from a list of ten factors that respondent households indicated as the reasons they do not use parks and recreation programs more frequently were: don't know what's offered/available (49%), lack

of quality programs (16%), and program or facility not offered (16%).

The highest level of agreement with various statements, based on the sum of "strongly agree" and "agree" responses among residents who had an opinion, were: It is important to connect parks and open space in Dania Beach (86%), Dania Beach parks enhance the quality of life for residents in the community (74%), and Dania Beach parks increase property values in the community (70%).

From a list of 12 various programs/activities currently offered at the P.J. Meli Recreation Center, respondent households indicated which ones they were aware of. Thirteen percent (13%) of respondents were aware of both Movie Night and Griffin civic meetings, and 12% were aware of the swim team. Figure 31 shows the willingness of respondent households that are aware of a specific program/activity to participate in that program/activity.

From a list of 11 various programs/activities currently offered at C.W. Thomas Park, respondent households indicated whether they were aware of the programs/activities that were happening. Thirteen percent (13%) of respondents were aware of the Gracefully Aging program, Walk Around the Park, and adult computer classes. Figure 32 shows the willingness of respondent households that are aware of the specific program/activity to participate in each respective program/activity.

The facilities/amenities that respondent households indicated they would use most if developed by the City of Dania Beach, based on respondents' top four survey choices, were: walking and hiking trails (39%), paved bike trails (27%), and natural areas/nature parks (25%). The programs/activities that respondent households indicated they would use most, based on respondents' top four choices, were: adult fitness/wellness (25%), special events (20%), and summer concerts (19%).

Q18. If "YES," please indicate how likely you would be to participate in it.

by percentage of respondents (excluding "not provided")

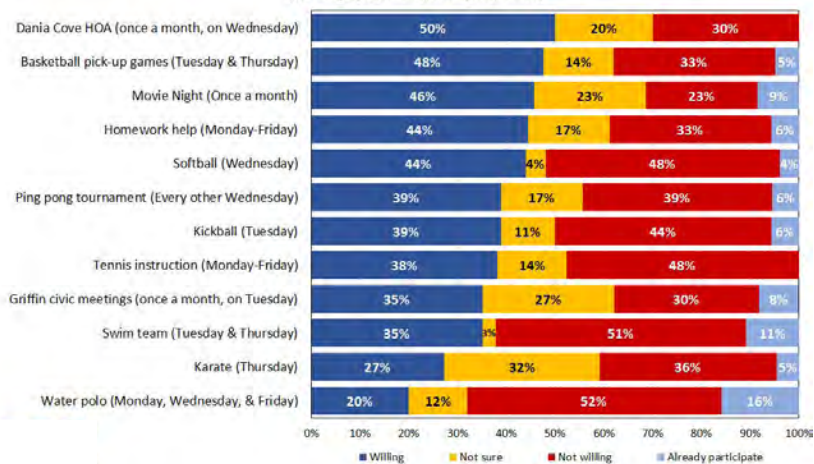


FIGURE 31 – RESPONDENT WILLINGNESS TO PARTICIPATE IN PROGRAM/ACTIVITY

Q19. If "YES," please indicate how likely you would be to participate in it.

by percentage of respondents (excluding "not provided")

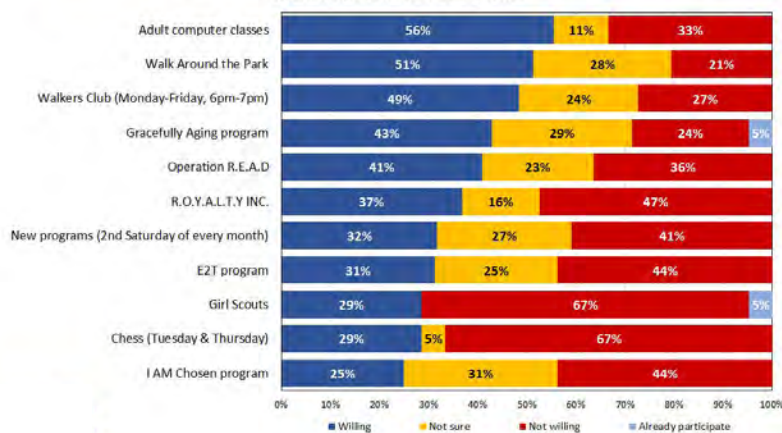


FIGURE 32 – RESPONDENT WILLINGNESS TO PARTICIPATE IN PROGRAM/ACTIVITY

RECOMMENDATIONS

To ensure that the City of Dania Beach meets the needs and expectations of the community, ETC Institute recommends that the Parks and Recreation Department sustain and/or improve performance in areas that were identified as "high priorities" by the **Priority Investment Rating (PIR)**. The facilities and programs with the notable PIR ratings are listed below.

Facility Priorities

- Natural areas/nature parks (PIR=141)
- Fitness center/spa (PIR=117)

Programming/Activity Priorities

- Adult fitness/wellness (PIR=200)
- Summer concerts (PIR=165)

4.2 DEMOGRAPHIC ANALYSIS

DEMOGRAPHIC SUMMARY	
POPULATION	
2010 CENSUS	29,639 ¹
2018 ESTIMATE	32,014
2023 ESTIMATE	33,614
HOUSEHOLDS	
2010 CENSUS	12,877
2018 ESTIMATE	13,653
2023 ESTIMATE	14,233
FAMILIES	
2010 CENSUS	7,234
2018 ESTIMATE	7,708
2023 ESTIMATE	8,030
AVERAGE HOUSEHOLD SIZE	
2010 CENSUS	2.28
2018 ESTIMATE	2.32
2023 ESTIMATE	2.34
ETHNICITY (2018 ESTIMATE)	
HISPANIC	28.2%
WHITE	65.0%
BLACK	24.5%
AMERICAN INDIAN	0.4%
ASIAN	2.5%
PACIFIC ISLANDER	0.0%
OTHER	4.3%
MULTIPLE	3.2%

1- 200-2010 Census, Dania Beach experienced a 9.5% increase in population

TABLE 1 – DANIA BEACH DEMOGRAPHIC SUMMARY

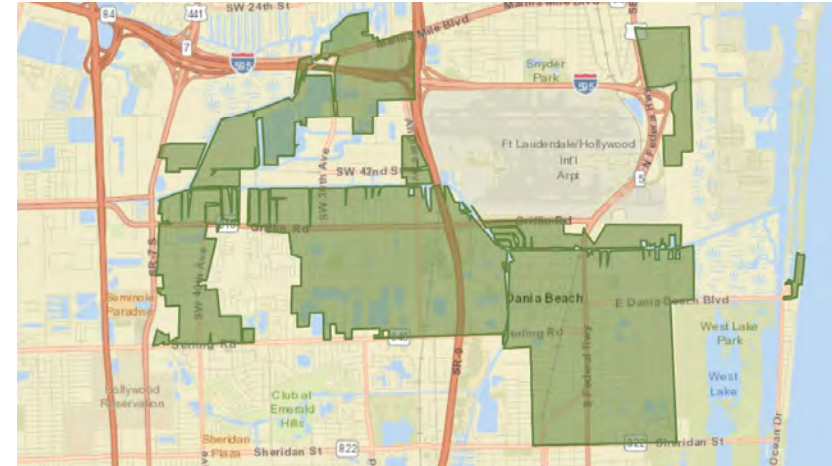


FIGURE 33 – SERVICE AREAS MAP

AGE AND INCOME

The median age of residents and household income levels in the City of Dania Beach are compared with those statewide and nationally, as both factors are secondary determinants of participation in recreation activities. The lower the median age, the higher the participation rates are for most activities. The level of participation also increases as the median income level goes up.

MEDIAN AGE			
	2010 CENSUS	2018 PROJECTION	2023 PROJECTION
DANIA BEACH	41.1	42.7	43.7
STATE OF FLORIDA	40.8	42.3	42.8
NATIONALLY	37.1	38.3	39.0

TABLE 2 – MEDIAN AGE TABLE

The median age of residents in Dania Beach (Table 2) is slightly older than that of residents of the State of Florida and the United States. A lower median age typically reflects the presence of families with children.

HOUSEHOLDS WITH CHILDREN

The information contained in Table 3 further highlights the presence of families with children. As a point of comparison, in the 2010 Census, 33.4% of households nationally had children present.

HOUSEHOLDS WITH CHILDREN		
	NUMBER OF HOUSEHOLDS WITH CHILDREN	PERCENTAGE OF HOUSEHOLDS WITH CHILDREN
DANIA BEACH	3,247	25.2%
STATE OF FLORIDA	2,209,965	29.8%

TABLE 3 – HOUSEHOLDS WITH CHILDREN TABLE

MEDIAN HOUSEHOLD INCOME

Based on 2018 projections for median household income, the following narrative describes the service areas.

In Dania Beach, the percentage of households with median income (Table 4) of over \$50,000 per year is 48.5% compared to 55.9% on a national level. Furthermore, the percentage of the households in the service area with median income less than \$25,000 per year is 23.0% compared to a national level of 21.5%.

While there is no perfect indicator of use of an indoor recreation facility, the percentage of households with more than \$50,000 median income is a key indicator. Therefore, those numbers are significant and balanced with the overall cost of living.

MEDIAN HOUSEHOLD INCOME		
	2018 PROJECTION	2023 PROJECTION
DANIA BEACH	\$48,191	\$54,833
STATE OF FLORIDA	\$52,098	\$59,013
NATIONALLY	\$58,100	\$65,727

TABLE 4 – MEDIAN HOUSEHOLD INCOME TABLE

HOUSEHOLD BUDGET EXPENDITURES

In addition to median age and median income, it is important to examine household budget expenditures (Table 5). In particular, reviewing housing information; shelter, utilities, fuel, and public services along with entertainment and recreation can provide a snapshot of the cost of living and spending patterns in Dania Beach.

The total number of housing units in Dania Beach is 15,671, and 82.2% (12,877 units) are occupied. The total vacancy rate for the service area is 6.2%. Of the available units:

- For rent (5.7%)
- Rented, not occupied (0.2%)
- For sale (1.9%)
- Sold, not occupied (0.3%)
- For seasonal use (8.0%)
- Other vacant (1.8%)

HOUSEHOLD BUDGET EXPENDITURES ²			
DANIA BEACH	SPI	AVERAGE AMOUNT SPENT	PERCENT
HOUSING	83	\$17,963.72	31.0%
SHELTER	83	\$13,869.54	23.9%
UTILITIES, FUEL, PUBLIC SERVICE	83	\$4,094.18	7.1%
ENTERTAINMENT AND RECREATION	81	\$2,603.48	4.5%
STATE OF FLORIDA	SPI	AVERAGE AMOUNT SPENT	PERCENT
HOUSING	91	\$19,763.27	30.5%
SHELTER	90	\$15,188.52	23.5%
UTILITIES, FUEL, PUBLIC SERVICE	92	\$4,574.75	7.1%
ENTERTAINMENT AND RECREATION	91	\$2,926.02	4.5%

TABLE 5 – HOUSEHOLD BUDGET EXPENDITURES TABLE

SPI: Spending Potential Index as compared to the national index of 100.

Average Amount Spent: The average amount spent per household.

Percent: Percent of the total 100% of household expenditures.

Note: Shelter, Utilities, Fuel, and Public Service compose the Housing Percentage.

2 Consumer Spending data are derived from the 2004 and 2005 Consumer Expenditure Surveys, Bureau of Labor Statistics. ESRI forecasts for 2018 and 2023

RECREATION EXPENDITURES SPENDING POTENTIAL INDEX

Finally, through the demographic provider that B*K utilizes for the market analysis portion of the report, we can examine the overall propensity of households to spend dollars on recreation activities (Table 6). The following comparisons are possible.

RECREATION EXPENDITURES SPENDING POTENTIAL INDEX ³		
DANIA BEACH	SPI	AVERAGE SPENT
FEES FOR PARTICIPANT SPORTS	75	\$44.73
FEES FOR RECREATIONAL LESSONS	80	\$90.46
SOCIAL, RECREATION, CLUB MEMBERSHIP	74	\$102.06
EXERCISE EQUIPMENT/GAME TABLES	79	\$141.64
OTHER SPORTS EQUIPMENT	79	\$6.05
STATE OF FLORIDA	SPI	AVERAGE SPENT
FEES FOR PARTICIPANT SPORTS	87	\$51.45
FEES FOR RECREATIONAL LESSONS	84	\$115.57
SOCIAL, RECREATION, CLUB MEMBERSHIP	89	\$200.65
EXERCISE EQUIPMENT/GAME TABLES	87	\$49.92
OTHER SPORTS EQUIPMENT	87	\$6.70

TABLE 6 – RECREATION EXPENDITURES SPENDING POTENTIAL INDEX TABLE

SPI: Spending Potential Index as compared to the national index of 100.

Average Amount Spent: The average amount spent per household.

3 Consumer Spending data are derived from the 2006 and 2007 Consumer Expenditure Surveys, Bureau of Labor Statistics

POPULATION DISTRIBUTION BY AGE

Utilizing census information for Dania Beach, the following comparisons are possible. The demographic makeup of Dania Beach, when compared to the characteristics of the national population, indicates a larger population in the older age groups, 25+, and a smaller population in the younger age groups under 5, 6-17, and 18-24. The greatest positive variance is in the 55-64 age group with +2.0%, while the greatest negative variance is in the 6-17 age group with -2.6%.

ETHNICITY AND RACE

Shown below is the distribution of the population by ethnicity (Table 7) and race (Table 8) for Dania Beach, based on 2018 population projections. These numbers were developed from 2010 Census Data.

DANIA BEACH ETHNIC POPULATION AND MEDIAN AGE 2018 (US CENSUS BUREAU AND ESRI)				
ETHNICITY	TOTAL POPULATION	MEDIAN AGE	% OF POPULATION	% OF FL POPULATION
HISPANIC	9,034	35.0	28.2%	25.9%

TABLE 7 – DANIA BEACH ETHNIC POPULATION AND MEDIAN AGE TABLE

DANIA BEACH BY RACE AND MEDIAN AGE 2018 (US CENSUS BUREAU AND ESRI)				
ETHNICITY	TOTAL POPULATION	MEDIAN AGE	% OF POPULATION	% OF FL POPULATION
WHITE	20,815	48.7	65.0%	73.0%
BLACK	7,852	32.3	24.5%	16.4%
AMERICAN INDIAN	115	38.8	0.4%	0.4%
ASIAN	798	40.1	2.5%	2.8%
PACIFIC ISLANDER	14	45.0	0.0%	0.1%
OTHER	1,391	31.1	4.3%	4.3%
MULTIPLE	1,016	29.4	3.2%	3.0%

TABLE 8 – DANIA BEACH BY RACE AND MEDIAN AGE 2018 TABLE

PARTICIPATION, TRENDS, AND PROVIDERS

Summary of Sports Participation: The following Table 9 summarizes participation for activities utilizing information from the 2017 National Sporting Goods Association survey.

SPORTS PARTICIPATION SUMMARY		
SPORT	NATIONAL RANK ⁴	NATIONAL PARTICIPATION (MILLIONS)
EXERCISE WALKING	1	105.7
EXERCISING WITH EQUIPMENT	2	57.1
SWIMMING	3	45.6
AEROBIC EXERCISING	4	45.6
RUNNING/JOGGING	5	44.9
WORKOUT @ CLUB	8	37.8
BICYCLE RIDING	9	36.2
WEIGHT LIFTING	10	35.6
YOGA	13	29.6
BASKETBALL	14	24.6
SOCCER	20	14.3
TENNIS	22	12.3
BASEBALL	23	12.1
VOLLEYBALL	24	10.5
SOFTBALL	27	9.8
FOOTBALL (TOUCH)	28	9.5
FOOTBALL (TACKLE)	34	7.5
FOOTBALL (FLAG)	35	7.5
GYMNASTICS	36	6.0

TABLE 9 – SPORTS PARTICIPATION SUMMARY TABLE

National Rank: Popularity of sport based on national survey

National Participation: Population that participate in this sport on national survey

⁴ This rank is based upon the 55 activities reported on by NSGA in their 2017 survey instrument

PARTICIPATION BY AGE GROUP

Within the NSGA survey, participation is broken down by age groups (Table 10). As such B*K can identify the top three age groups participating in the activities reflected in this report.

SPORTS PARTICIPATION TRENDS

Table 11 lists several sports activities and the percentage of growth or decline that each has experienced nationally over the last ten years (2008-2017).

PARTICIPATION BY AGE GROUP			
ACTIVITY	LARGEST	SECOND LARGEST	THIRD LARGEST
AEROBIC EXERCISING	35-44	25-34	45-54
BASEBALL	12-17	7-11	25-34
BASKETBALL	12-17	25-34	18-24
EXERCISE WALKING	55-64	45-54	65-74
EXERCISING W/ EQUIPMENT	45-54	35-44	25-34/55-64
FOOTBALL (FLAG)	7-11	12-17	25-34
FOOTBALL (TACKLE)	12-17	25-34	18-24
FOOTBALL (TOUCH)	12-17	25-34	7-11
HIKING	25-34	45-54	35-44
PILATES	25-34	35-44	45-54
RUNNING/JOGGING	25-34	35-44	18-24
SKATEBOARDING	12-17	18-24	7-11
SOCCER	7-11	12-17	25-34
SOFTBALL	12-17	25-34	7-11
SWIMMING	35-44	45-54	12-17
TABLE TENNIS/PING PONG	25-34	18-24	35-44
TENNIS	25-34	35-44	45-54
VOLLEYBALL	12-17	25-34	18-24
WEIGHT LIFTING	25-34	35-44	45-54
YOGA	25-34	35-44	45-54

TABLE 10 – PARTICIPATION BY AGE GROUP TABLE

NATIONAL ACTIVITY TREND (IN MILLIONS)			
ACTIVITY	2008 PARTICIPATION	2017 PARTICIPATION	PERCENT CHANGE
YOGA	130	29.6	127.7%
GYMNASTICS	3.9	6.0	53.8%
RUNNING/JOGGING	30.9	43.8	41.7%
AEROBIC EXERCISING	32.2	44.9	39.4%
EXERCISE WALKING	96.6	104.5	8.2%
WEIGHT LIFTING	33.9	36.5	7.7%
SOCCER	13.5	14.3	5.9%
FOOTBALL (TOUCH)	9.3	9.5	2.2%
EXERCISING W/ EQUIPMENT	55.0	55.5	0.9%
SCUBA DIVING (OPEN WATER)	2.5	2.5	0.0%
TENNIS	12.6	12.3	-2.4%
FOOTBALL (FLAG)	6.7	6.5	-3.0%
BASKETBALL	25.7	24.6	-4.3%
BASEBALL	13.3	12.1	-9.0%
SWIMMING	53.5	47.9	-10.5%
VOLLEYBALL	12.2	10.5	-13.9%
SOFTBALL	12.8	9.8	-23.4%
SKATEBOARDING	9.8	5.5	-43.9%

TABLE 11 – NATIONAL ACTIVITY TRENDS TABLE (INCREASING IN POPULARITY)

2017 Participation: The number of participants per year in the activity (in millions) in the United States.

2008 Participation: The number of participants per year in the activity (in millions) in the United States.

Percent Change: The percent change in the level of participation from 2008 to 2017.

LEVEL OF SERVICE ANALYSIS (LOS)

Through its Comprehensive Plan, the City has adopted some basic level of service (LOS) figures for parks. Adopted in 2004, the Parks Open Space and Recreation Element of the Comprehensive Plan establishes recreation levels of service for the City of Dania Beach. The overall established LOS is three acres per 1,000 populations.

CITY DISTRIBUTION OF PARKLAND AREA		
PARK FACILITY	NUMBER OF PARKS	TOTAL ACREAGE
MINI PARKS	8	9.76
NEIGHBORHOOD PARKS	3	26.9
SPECIAL FACILITIES	35	61.8
BEACH FACILITIES	2	29.37
SUB-TOTAL CITY-OPERATED FACILITIES	18	127.83
NATURAL AREAS		130
TOTAL PARK AND RECREATION AREAS		257.83

TABLE 12 – CITY DISTRIBUTION OF PARKLAND AREA

The LOS established in the Comprehensive Plan does not further divide the requirements by park type. The three acres per 1,000 population adopted LOS for the City of Dania Beach for neighborhood parks is the same as the Broward County mandated LOS standard of three acres per 1,000 population. This minimum requirement must be met to have the land use plans recertified by Broward County. Note that, for Broward County unincorporated areas, there is the requirement of an additional three acres per 1,000 population for regional parks.

PARK CLASSIFICATION	
COMMUNITY PARKS	LAND AREA (ACRES)
FROST PARK	8.55
C.W. THOMAS PARK	6.05
P.J. MELI AQUATIC CENTER PARK	12.30
MINI PARKS	LAND AREA (ACRES)
CHESTER BYRD PARK	1.80
FRANK C. TOOTIE ADLER PARK	
LINEAR PARK	1.31
MULLIKIN PARK	0.60
NORTH SIDE GARDEN PARK (MALELEUCA)	0.59
DANIA COVE PARK	4.70
MILDRED V. JONES PARK	0.65
STAR CENTENNIAL PARK	0.11
SPECIAL FACILITIES	LAND AREA (ACRES)
I.T. PARKER COMMUNITY CENTER	20.11
S.W. COMMUNITY CENTER	0.53
TIGERTAIL DOG PARK	11.90
TIGERTAIL LAKE CENTER	27.40
GRIFFIN MARINE PARK	1.86
BEACH FACILITIES	LAND AREA (ACRES)
OCEAN PARK BEACH	26.50
MARINA	2.87
TOTAL PUBLIC SPACES	127.83
NATURAL AREAS	LAND AREA (ACRES)
DANIA SALT MARSH	130.00
TOTAL PARK AND RECREATION AREAS	257.83

TABLE 13 – PARK CLASSIFICATIONS AND AREAS

Present distribution of parkland in the City of Dania Beach, as indicated in Table 13, provides a total of 257.83 acres of parks and open space. This area count does not take into consideration Broward County Schools sites in Dania Beach nor any private recreation area.

There is no Interlocal Agreement for the after-school hours use of Broward County School recreation areas between the City and Broward County School Board. It is not unusual for cities to count school recreation sites as part of the land area required to meet comprehensive plan requirements. In the case of Dania Beach, there is no need to take the school sites' land areas into consideration.

Projected population for 2019 for the City of Dania Beach by the U.S. Census established the City's population at 32,204. The projected population for the City of Dania Beach for the year 2023 is 33,614; for the year 2030, it is 44,573.

Given the overall required LOS of three acres per 1,000 population, the City of Dania Beach presently exceeds the required park and recreation land requirements established in the Comprehensive Plan. A total of 96.04 acres of neighborhood parks is required for 2019 and is below the present available neighborhood recreation land area of 127.83 acres. This is a LOS of 3.80 per 1,000 population. See City of Dania Beach Comprehensive Plan Recreation and Open Space element.

The available neighborhood recreation lands will be enough to meet LOS requirements to the year 2030 and somewhat beyond. The population projected for 2030 will require a total of 100.8 acres of neighborhood recreation lands. In a 20-year horizon, the projected population for the year 2040 will require 133.71 acres. Should this growth be realized, it will generate a deficit of approximately of 5.88 acres.

There is a surplus of park land in the present and for the future 10 to 15 years. However, the surplus is not evenly distributed over the geographic area of the city of Dania Beach. Figure indicates the service radius of the present City of Dania Beach parks and neighborhood/community centers. Areas west of I-95 near SR 7 are lacking in available mini-parks for neighborhood use. Figure shows the distribution of parks in the City of Dania Beach and the areas that are presently lacking City parks.

The City has evaluated the geographical distribution of neighborhood centers to serve the specific areas of the City. As previously indicated, the major highways create specific sectors within the City. The area south of Sheridan Street and east of U.S. 1 is distant and separated from Frost Park and its community center. Future park development should consider the inclusion of a new park in this area and a community center to serve this sector of the City of Dania Beach.

4.3 SUMMARY OF STAKEHOLDER INPUT

COMMUNITY MEETINGS: CITIZEN INPUT

A community meeting was held at each of the City's neighborhood parks: Frost Park, C.W. Thomas Park, and P.J. Meli Park. Holding these meetings at the community centers provided information regarding the specific needs felt by the immediate community served by the neighborhood park. By having community meetings at each of the community centers, input was gathered from the varied demographics that make up the City of Dania Beach regarding each park's concerns, issues and opportunities.

The community meeting minutes are included in the Appendix. These participant comments touched on common themes.

- Upgrade facilities
- Expand successful uses
- Replace obsolete uses
- Provide water related

- uses
- Provide indoor spaces/Activities
- Provide walking areas
- Increase shade in parks
- Improve accessibility

The comments gathered at the community meetings are in general consonance with park directors' input and the Community Survey.

PARK DIRECTORS' INPUT

A major thrust of the Master Plan needs assessment was to gather the input of the persons most directly related to the operation of parks, and the directors of each park. One-on-one meetings were held with each park director and a workshop was held with the City's Park and Recreation Director for all three park directors to have an exchange of ideas on what was needed at each of the neighborhood parks. The needs identified by each parkdirector were as follows:

Frost Park

- More space for exercise and wellness programs
- Racquetball courts
- Tennis is popular
- Expanded and modernized fitness gym
- Locker rooms
- Showers
- Computer room not well utilized at Frost Park
- Aerobics room (mirrors, wood floor), with space for 30 people
- Summer camp room (large great room)
- Separate summer camp for kids is desirable
- Game room/arts and crafts room
- Controlled access points
- Indoor and outdoor storage
- Serving kitchen
- No concession areas are present, but there is vending

C.W. Thomas Park

- Interior Gymnasium
- Indoor basketball
- Bleachers
- Computer room
- Fitness center
- Flex rooms (dividers)
- Multi-purpose room
- Arts and Crafts
- Pool locker room
- Basic pool without lap lanes
- Outdoor storage area
- Administration area
- Basketball and football
- Showers (accessed from inside of building)

P.J. Meli Aquatic Center

- Competition pool
- Water park playground
- Senior programs (flex rooms with dividers)
- Group exercise (non-fixed stage)
- Serving kitchen
- Bathrooms
- Indoor shower to serve the pool patrons
- Restrooms accessible to pool (exterior access)
- Separate restrooms for the building
- Fitness rooms with more cardio
- Open space for stretching
- Mirrors
- Storage (outdoor and indoor)
- Major flooding issues (Maybe 6' below)¹
- Soccer field only
- 1 basketball, 1 pickleball, and 2 tennis courts

5

RECREATION SERVICES AND MANAGEMENT ASSESSMENT





The following section provides an assessment of the City of Dania Beach Parks and Recreation Department's current recreation services, management and operational practices. Information documented in this section was gathered through a series of staff interviews, facility and park tours, and a review of information and documents supplied by the Department.

5.1 RECREATION SERVICES ASSESSMENT

The City of Dania Beach currently has a limited offering of recreation programs and services for its citizens (Table 14).

- Like most cities in the United States, Dania Beach faces challenges in the delivery of recreation services in a cost-effective and efficient manner.
- The Parks and Recreation Department focuses the majority of its programming efforts on general programs and activities including youth sports.
- Recreation programs and services are generally planned and

delivered through the three community centers in the City (Frost, C.W. Thomas and P.J. Meli) as well as the park areas that are adjacent to these facilities.

- Many of the recreation programs and services are contracted to other organizations in the City.
- The Parks and Recreation Department in 2018 began the process of taking over the management and operation of most youth team sports.
- Recreation services do not have the benefit of having well-established marketing efforts, a seasonal program brochure, computerized registration, or the use of credit cards.
- Most programs and services are low- or no- fee, especially for youth.
- The Parks and Recreation Department has very few performance measures and recordkeeping regarding recreation programs and services.

RECREATION SERVICES ASSESSMENT		
AREA	FOCUS	PROGRAMS
SPORTS	YOUTH	BASKETBALL, SOCCER, FOOTBALL, BASEBALL/SOFTBALL, T-BALL, CHEERLEADING, SPORTS WORKOUTS, GOJU KARATE
	ADULTS	BASKETBALL, KICKBALL, TENNIS
FITNESS	YOUTH	N/A
	ADULTS	WALKERS CLUB, YOGA, JAZZERCISE
CULTURAL ARTS	YOUTH	N/A
	ADULTS	N/A
AQUATICS	YOUTH	SWIM LESSONS, SWIM TEAM, WATER POLO, JR. LIFEGUARD CAMP, JR. BEACH LIFEGUARD CAMP
	ADULTS	N/A
YOUTH	YOUTH	SUMMER CAMPS, AFTER-SCHOOL, MENTORING MAKES A DIFFERENCE, I AM CHOSEN, R.O.Y.A.L.T.Y INC, GIRL SCOUTS
EDUCATION	YOUTH	E2T, OPERATION R.E.A.D. HOMEWORK HELP
	ADULTS	N/A
GENERAL INTEREST	YOUTH	LEARN TO PLAY CHESS, MOVIE NIGHT
	ADULT	COMPUTER CLASSES, KEYBOARDING, LEARN TO PLAY CHESS, CPR. MOVIE NIGHT, HOA MEETINGS
SPECIAL NEEDS	YOUTH	N/A
	ADULT	N/A
SPECIAL EVENTS	-	BEACH SAFETY DAYS, CAREER DAYS (BEACH), ARTS & SEAFOOD FESTIVAL, VINTAGE SHOW, FLEA MARKET
OUTDOOR RECREATION	-	N/A
SENIORS	-	GRACEFULLY AGING (ADULT COLORING, ART THERAPY, ASK A DOCTOR, BINGO, BRIDGE, DOMINOS, EDUCATION, FITNESS, MOVIES, COMPUTER CLASSES, SPECIAL EVENTS, MEAL PROGRAM)
TEENS	-	N/A
SELF-DIRECTED	YOUTH	DROP-IN FITNESS, DROP-IN SWIMMING, TENNIS, SKATEBOARDING
	ADULT	LAP/DROP-IN SWIMMING, FITNESS, BASKETBALL, TENNIS
SOCIAL SERVICES	-	SUMMER FEEDING PROGRAM

TABLE 14 – RECREATION SERVICES ASSESSMENT

PROGRAMMING CLASSIFICATIONS

The categories below represent the major areas of focus for current Dania Beach Parks and Recreation Department recreation programs and services by categories commonly found in parks and recreation agencies nationally. Program lists are based on a review of program offerings for 2018-2019 provided by the Department.

Many of these programs and services are provided by other organizations.

PROGRAM AREA DEFINITIONS

Sports

Team and individual sports such as camps, clinics, and tournaments; also includes adventure/non-traditional sports

Fitness

Group fitness classes, personal training, education, and nutrition

Cultural Arts

Performing arts classes, visual arts classes, music/video production classes and arts events

Aquatics

Learn-to-swim classes, aqua exercise classes, competitive swimming/diving, SCUBA, and other programs (synchro, water polo, etc.)

Youth

Before- and after- school programs, summer/school-break camps, and preschool

Education

Language programs, tutoring, science (STEM) classes, computer skills and financial planning

General Interest

Personal development classes

Special Needs

Programs for the physically and mentally impaired, as well as, inclusion programs

Special Events

Citywide special events that are conducted throughout the year

Outdoor Recreation

Environmental education, hiking, camping, kayaking, and other activities

Seniors

Programs and services dedicated to serving the needs of seniors; can include all of the activity areas noted above plus social service functions.

Teens

Programs and services focused on serving the needs of teens, which can include all of the activity areas noted above (except seniors).

Self-Directed

Opportunities for individuals to recreate on their own, such as open-gym, use of weight/cardio space and lap/recreational swimming. Although not an organized program, time and space must be allocated.

Social Services

These may include nutrition and feeding programs, job training, life skills training, and other activities such as health screenings.

OTHER PROVIDERS

In addition to the recreation programs and services provided directly by the Dania Beach Parks and Recreation Department, a number of other organizations provide services at facilities in the City (Table 15). Some of these are one-time events or activities. These include:

ORGANIZATION AND SERVICES
GRACEFULLY AGING
SENIOR PROGRAMMING AND SERVICES
JAZZERCIZE
FITNESS PROGRAMMING
JEFF ELLIS MANAGEMENT
JEFF ELLIS MANAGEMENT: AQUATIC FACILITY PROGRAMMING AND MANAGEMENT
BROWARD COLLEGE
MANAGES THE TIGERTAIL LAKE RECREATIONAL CENTER WHICH OFFERS A WIDE VARIETY OF OUTDOOR RECREATION OPPORTUNITIES (PRIMARILY WATER BASED).

TABLE 15 – ORGANIZATION AND SERVICES

In addition to the organizations noted above, the Dania Beach area includes a significant number of other providers of recreation, sports, fitness and aquatics services, among them:

Broward County

The County is home to significant number of parks and recreation facilities for a variety of programs and services in the Dania Beach area.

Broward County Public Schools

Although not a large provider of actual recreation services, the schools' facilities are used by other community organizations for sports and recreation programs.

Other Cities

Communities adjacent to Dania Beach offer a variety of recreation programs and services that are available to residents of the community. This is particularly true of Hollywood.

Non-Profits

The various non-profit recreation providers in the Dania Beach area, include the YMCA in Hollywood and the Jewish Community Center in Davie. Each has significant recreation program offerings.

Youth Sports Organizations

A variety of youth sports organizations in the city provide sports leagues, camps, and clinics in a number of different sports.

Private

Like most populated areas in South Florida, the Dania Beach area has a vast number of private recreations, sports, and fitness providers. This includes a large number of private health clubs, dance studios, martial arts studios, and other facilities. Most of these are located in Hollywood or further north in Ft. Lauderdale.

The role of these many recreation, sports, and fitness providers in the Dania Beach area must be recognized and considered as the Department establishes its program plan for the next five to ten years.

GAPS IN PROGRAMMING

With very limited Dania Beach Parks and Recreation Department based recreation programming available, there are significant gaps in most categories of recreation programming (Table 16). This requires other organizations or providers in the market to fill this need. Moving forward, the City of Dania Beach must make a determination as to whether to increase the level of recreation programming offered or continue to rely on others for these services.

The following chart identifies and summarizes current core programs, secondary programs, and support program areas for the Dania Beach Parks and Recreation Department. The placement of programs into these three categories does not indicate the overall importance of these activities in the community but rather the role of the Department in providing these programs.

- **Core Programs** are those programs that are a primary responsibility of the Parks and Recreation Department to provide as City based activities.
- **Secondary Programs** are those programs that are a lower priority to be provided directly by the Parks and Recreation Department but may be offered by other organizations through contract with the City.
- **Support Programs** are programs that are not a priority for provision by the Parks and Recreation Department but that the City may support through facilities and promotion of activities for other organizations.

The Dania Beach Parks and Recreation Department will need to determine whether the focus on the core program areas should continue into the future or move in another direction. The following is a general assessment of the major program areas.

GAPS IN PROGRAMMING			
PROGRAMS	CORE	SECONDARY	SUPPORT
YOUTH SPORTS	■	□	□
ADULT SPORTS	□	■	□
FITNESS/WEELLNESS	□	□	■
CULTURAL ARTS	□	□	■
AQUATICS	□	■	□
YOUTH	■	□	□
GENERAL INTEREST	■	□	□
EDUCATION	□	□	■
SPECIAL NEEDS	□	□	■
SPECIAL EVENTS	□	■	□
OUTDOOR RECREATION	□	□	■
SENIORS	□	■	□
TEENS	□	□	■
SELF-DIRECTED	■	□	□
SOCIAL SERVICES	□	□	■

TABLE 16 -- PROGRAMMING GAPS

Core

- **Youth Sports:** Over the last year, the City has started to take on the responsibility of providing most of the youth sports programs for the community. This scenario is likely to continue into the future.
- **Youth:** The Department has a small summer camp program and relatively informal after-school programming based at the community centers. This is usually a primary area of emphasis for recreation for most urban parks and recreation departments.
- **General Interest:** Even though there are relatively few programs in this area, these services are generally offered directly by the City.
- **Self-Directed:** Even though they are not formal programs, these activities do require that the Department provide opportunities and time in facilities. With community centers, pools, tennis courts, and other facilities, self-directed activities remain a significant program area.

Secondary

- **Adult Sports:** The City is just starting to provide some limited adult sports programs, primarily in basketball and kickball. However, most programming in this area is still provided by other sports organizations in the community.
- **Aquatics:** Despite the presence of two outdoor pools, aquatic programming is limited. The pools are managed by Jeff Ellis Management, so programming is more difficult to control.

- **Special Events:** The Parks and Recreation Department offers only a few special events on a Citywide basis. Many Citywide events are conducted by the CRA or by other organizations on a permit basis with the City. Some small special events are done on an individual center basis.
- **Seniors:** The Parks and Recreation Department has a limited number of programs and services that are focused on seniors. Most of these are provided by Gracefully Aging rather than the parks and recreation staff.



Support

- **Fitness/Wellness:** Though the Parks and Recreation Department has three community centers, there has been little fitness programming (due in part to limited fitness amenities), and a lack of emphasis on more general wellness issues.
- **Cultural Arts:** This is a program area that receives very little emphasis. Facilities to support this type of programming are limited.
- **Education:** Currently the Department does not really have an educational focus in its programming other than what occurs as part of the youth after-school program. Most specialized programming in this area is provided by local school districts, education-based non-profits, or private providers.
- **Special Needs:** The Department does not currently have any programming for individuals with special needs.
- **Outdoor Recreation:** Currently there is very little emphasis given to this program area by the Department.
- **Teens:** Virtually no programs are offered in this area. In the future, additional services and programs will likely need to be targeted to this age group, by both the City and other providers with experience with this age group.
- **Social Services:** The Department does not currently provide any direct social service programs other than the summer feeding program at the three community centers

CURRENT PROGRAM ASSESSMENT

The following is an overall assessment of the current level of recreation programming that is offered by the Dania Beach Parks and Recreation Department.

Strengths:

- The Department is committed to developing a strong youth sports program.
- There is an emphasis on youth activities and programs, especially after-school and summer camp.
- A number of general interest programming options are available.
- There are strong opportunities for self-directed activities, especially in fitness and aquatics.

Weaknesses:

- Aquatic programs are limited despite the presence of two aquatic facilities in the city.
- There are no special needs programs offered.
- There are virtually no outdoor recreation programs.
- Teen programming is almost non-existent.
- A limited amount of fitness programming is in place, even with small fitness centers in C.W. Thomas and Frost Park.
- There is very little intergenerational programming or family-based programming available.

- Senior programming is limited.
- Cultural arts offerings are virtually non-existent.
- Social service and education opportunities do not appear to be integrated with basic recreation services.





OTHER RECREATION PROGRAMMING CONCERNS

Beyond what is noted above, a number of other operations and administration issues and concerns have an impact on the current delivery of recreation programs and services. Among them:

- There is no formal recreation program plan in place for the Department.
- No program registration software program is being utilized, and credit cards cannot be used as a form of payment for most services.
- There are few fee-based programs.
- There is very little diversity in program offerings.
- Despite the number of parks, community centers, and pools, available, a low level of programming is being offered.
- There is limited staff available for programming, especially on a Citywide basis.

- The Department does not have a program evaluation system for use by patrons and program participants.
- A significant number of programs are provided by other organizations who use (and often dominate) City facilities. There is no consistent rationale for what is offered in-house and what is provided by others or how these questions could be addressed.

ASSESSMENT OF FACILITIES THAT SUPPORT RECREATION PROGRAMS AND SERVICES

The City has a number of parks, aquatic facilities, community centers, and other facilities that can support a variety of recreation services.

- **Parks:** The City has three large parks (C.W. Thomas, Frost, Meli) with a significant number of athletic fields that are utilized for youth and adult sports leagues. Most of these are rented to outside organizations that limit use for City-based programming. There are also outdoor basketball courts that can support youth and adult leagues and tennis/pickleball courts.

While the parks are anchored by community center buildings, there are not always good sight lines (C.W. Thomas) to the fields and other amenities. Many of the fields need to be updated and better-maintained, and there is a demand for more rectangular fields than diamond fields.

- **Community Centers:** The City has three primary community center buildings, all located in larger parks. The centers in C.W. Thomas and Frost Park are essentially the same buildings with a large multipurpose space, smaller activity room, computer room, and small fitness centers. Both of these centers suffer

from limited active space, and neither has a gym that could greatly increase recreation programming. However, the buildings are in relatively good condition. The third community center (P.J. Meli) is a small building with only one open room. The center thus has limited potential for recreation programming. It is in relatively poor condition and should ultimately be replaced.

There is also the S.W. Community Center, a very small building with limited parking available on site and thus limited recreation programming capabilities.

- **Aquatic Centers:** The City has two outdoor pools, one at C.W. Thomas which is a rectangular pool and the other is a 25 yard by 25 meter pool at Meli (there is also a small wading pool). Both of these pools are designed to serve the more traditional swim lesson, lap swimming, and swim/water polo team needs of the community. However, these do not meet the more recreational swimming needs of the community, as they have too much deep water and no real fun appeal. Both of these pools need to have renovations to their tanks and mechanical systems.
- **Other:**
 - **IT Parker Center:** This is designed to support rentals to outside groups and community members. It is well utilized for this purpose, but it does need to continue to be updated and it is not easy to find. There is also limited parking for larger events.
 - **Dania Beach Marina:** The City's marina is managed by Westrec, but it does provide a location for self-directed water-based sports activities to occur.

- **Ocean Park Beach/Whiskey Creek Park:** These two parks support beach-based activities as well as fishing from the pier. The pier is managed by Westrec.
- **Frank C. "Tootie" Adler Park:** This park next to Ocean Park Beach provides for a number of self-directed activities.
- **Skate Park:** Located in Frost Park, this is an older park that is in disrepair and not well utilized. It should either be updated to a more state-of-the-art facility or replaced with a different recreation amenity.
- **Tigertail Lake Center:** This City-owned park is operated by Broward College and provides a location for water-based sports as well as other land-based adventure sports. This is a great facility to support a variety of less traditional recreation activities.



It is important to note that the Department does not have an intergovernmental agreement (IGA) to use Broward County School facilities.

MARKETING AND PROMOTIONS ASSESSMENT

Essential to supporting a strong recreation program and service plan is a well-conceived marketing and promotions effort. It is important to realize that recreation facilities and programs provides a discretionary use of people's time and resources.

Currently the Dania Beach Parks and Recreation Department has minimal marketing and promotions activities in place. Most information comes from the City's website and/or flyers on display at the individual community centers. The web site needs to be upgraded and improved to better convey program information. There is good use of QR codes to provide more specific information about certain programs, and this needs to continue. However, there is no printed or electronic seasonal (two to three times a year) program catalog or brochure. For most agencies, this is still the lifeblood of their marketing efforts. There is also no effort to organize and present programs by interest area (aquatics, fitness, etc.), no recognition of the need for seasonal changes, or age or market focus. So it is difficult for potential users to truly understand what programs and services are available on an annual basis.

Most Parks and Recreation Departments now have annual marketing plans in place that outline the marketing efforts for the year, the responsible party, and the financial resources that will be necessary. If Dania Beach Parks and Recreation is going to increase the level of programming offered to the community, there must be a much stronger focus on marketing and promotion.



5.2 MANAGEMENT AND OPERATIONS PRACTICES ASSESSMENT

The Dania Beach Parks and Recreation Department for 2017-2018 is comprised of 14 full-time staff plus 5.23 FTE in part-time staff. Despite its name, this is really a recreation services department, as parks and facilities maintenance is the responsibility of Public Services.

PARKS AND RECREATION DEPARTMENT ORGANIZATION

The Parks and Recreation Department has four basic areas of responsibility, although these are not formally recognized divisions.

Administration

This area is made up of the Director of Parks and Recreation as well as the Administrative Coordinator.

- These two positions are responsible for the administration of the Department including personnel, budgeting, operations and other functions.
- The permitting for special events that occur in the city are

handled by the Administrative Coordinator. Approximately 50 events are permitted a year.

- These two positions are housed in a small building across the street from City Hall that is shared with Dania Beach Chamber of Commerce.

Community Centers

These facilities are the largest area of focus in the Department. This area is staffed by three recreation program managers, three recreation assistants, and part-time summer camp staff.

- The three recreation program managers each operate a community center (Frost, C.W. Thomas, and Meli) and the park areas (and the two pools). They are responsible for the recreation programming at each of these centers and parks.
- The three recreation assistants are new full-time positions that were upgrades from part-time positions. Each of these positions is assigned to a community center and assist with recreation programming and facility operations.
- Part-time summer camp staff members are responsible for the operation of the youth summer camp program at a number of locations in the City.
- While Public Services is responsible for overall building maintenance, custodial services are the responsibility of Parks and Recreation and each full-time community center's staff.
- Many recreation programs are either contracted outright to other organizations or are provided on a contract basis.

Athletics

This is a new program area for the Department, with one full-time athletic director.

- This program is responsible for transitioning most of the youth team sports from local youth sports organizations to Dania Beach Parks and Recreation.
- As more sports activities migrate to the City, additional staffing (both full-time and part-time) will be required to manage these programs.

Ocean Lifeguards

This area has a chief ocean lifeguard and four beach lifeguards as well as part-time beach lifeguards.

- This area is responsible for lifeguarding the beach at Ocean Park Beach and Whiskey Creek Park.
- The beach is guarded 365 days a year from 9 am until 5 pm.
- Custodial services for the restrooms, previously handled by part-time Parks and Recreation Department are now contracted out.

CONTRACTED SERVICES

The Parks and Recreation Department, in addition to its own in-house operations, does contract for a number of services.

Recreation Programming

Only a limited number of programs are actually provided directly by City staff. Most of the programming is handled either on a contract basis

or by outside organizations.

- Contract program providers receive a percentage (between 70% and 80%) of any revenue collected for the program.
- Some programs are a direct rental of space or are permitted for certain activities (athletic field use).
- Contract users tend to dominate use of certain park amenities and other facilities, limiting use for other activities operated by the Department.

Aquatics

The Department has a contract with Jeff Ellis Management for the operation and management of the two outdoor pools in the City.

- For FY 2017-2018, the City paid Jeff Ellis Management \$290,000 for the management/operations for the two pools.
- The City is still responsible for nearly all pool maintenance; this is paid out of the Department's budget.
- A low level of aquatic programming is offered at the two pools.

Marina

Westrec Marina Management manages the City's marina operations as well as the pier at Ocean Park Beach.

- The City pays Westrec monthly fees of \$14,000 to manage the pier and \$15,000 to manage the marina in a revenue sharing agreement.

PARKS MAINTENANCE

Beyond the Parks and Recreation staff, Public Services is responsible for the maintenance of all parks, built facilities in parks, and the community centers. There are 13 full-time staff positions in the Parks and Landscaping Division. The Facilities Division has three full-time positions. This is a rather traditional structure for parks and facilities maintenance.

- The parks crews are responsible for the ongoing maintenance of all parks, public grounds, beaches and parking lots. They are also responsible for trees and trash removal.
- Facilities maintenance is responsible for all City buildings and structures. This limits the personnel resources that are available for maintenance of recreation facilities.
- There is no specialized crew to handle athletic field maintenance.
- Vehicle maintenance is handled by fleet maintenance in Public Services.

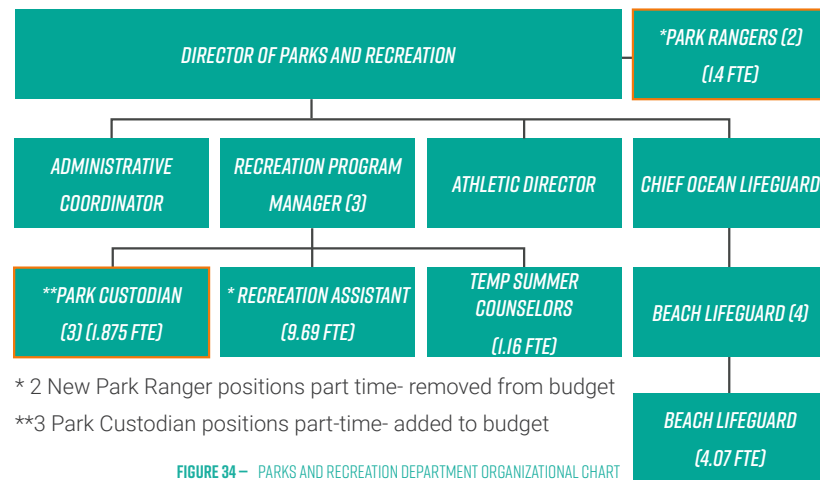
GENERAL

The following are general comments regarding the organization and staffing of the Parks and Recreation Department (Figure 34).

- The job descriptions for all full-time and part-time positions in the Department do not reflect the true roles and responsibilities of the positions.
- The Department has no dedicated marketing staff.
- There is very limited administrative staff for finance and performance measurements.

- Part-time staff cannot work more than 28 hours per week. There is a limited number of part-time staff that is utilized in the Department.
- Building custodial services does not have any dedicated full-time staff and is the responsibility of each center or facility.

5.3 OPERATIONS



The current operation of the Dania Beach Parks and Recreation Department has been assessed with a focus on the operating budget for the Department, the fee philosophy and policy, operational policies and procedures, and maintenance plans and procedures.

ADMINISTRATION				
CATEGORY	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
PERSONNEL SERVICES	453,419	402,311	478,948	615,101
OPERATING EXPENDITURES	369,753	411,882	610,409	521,235
CAPITAL OUTLAY	162,972	0	85,300	98,000
TOTAL	\$986,144	\$814,193	\$1,174,657	\$1,234,336

TABLE 17 – ADMINISTRATION BUDGET ACCOUNTS

BEACH				
CATEGORY	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
PERSONNEL SERVICES	508,717	525,597	641,279	658,325
OPERATING EXPENDITURES	170,364	149,847	164,735	178,785
CAPITAL OUTLAY	0	15,926	43,344	42,900
TOTAL	\$679,081	\$691,370	\$849,358	\$880,010

TABLE 18 – BEACH BUDGET ACCOUNTS

CW THOMAS PARK				
CATEGORY	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
PERSONNEL SERVICES	95,246	20,092	152,964	124,849
OPERATING EXPENDITURES	92,416	29,070	106,976	103,720
CAPITAL OUTLAY	0	0	0	28,000
TOTAL	\$187,662	\$49,162	\$259,940	\$256,569

TABLE 19 – CW THOMAS PARK BUDGET ACCOUNTS

FROST PARK				
CATEGORY	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
PERSONNEL SERVICES	208,096	260,170	405,711	319,083
OPERATING EXPENDITURES	89,892	90,863	95,166	104,163
CAPITAL OUTLAY	0	10,730	21,235	0
TOTAL	\$297,988	\$361,763	\$522,112	\$423,246

TABLE 20 – FROST PARK BUDGET ACCOUNTS

IT PARKER				
CATEGORY	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
PERSONNEL SERVICES	19,204	20,092	21,015	22,001
OPERATING EXPENDITURES	34,895	29,070	52,365	43,930
CAPITAL OUTLAY	9,853	0	0	0
TOTAL	\$63,952	\$49,162	\$73,380	\$65,931

TABLE 21 – IT PARKER BUDGET ACCOUNTS

PJ MELI AQUATICS				
CATEGORY	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
OPERATING EXPENDITURES	348,090	318,060	415,550	404,474
TOTAL	\$348,090	\$318,060	\$415,550	\$404,474

TABLE 23 – PJ MELI AQUATICS BUDGET ACCOUNTS

SUMMER PROGRAM				
CATEGORY	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
PERSONNEL SERVICES	83,156	85,254	132,033	118,740
OPERATING EXPENDITURES	44,826	37,276	59,095	60,087
CAPITAL OUTLAY	0	0	15,000	0
TOTAL	\$47,058	\$50,692	\$73,933	\$96,582

TABLE 22 – SUMMER BUDGET ACCOUNTS

PARKS AND RECREATION TOTAL				
CATEGORY	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
PARKS AND RECREATION TOTAL	\$2,737,957	\$2,585,807	\$3,575,058	\$3,539,975

TABLE 24 – PARKS & RECREATION TOTAL

OPERATIONAL BUDGETS

The Parks and Recreation Department has several budget accounts.

Public Services

The budget for parks maintenance is contained in one budget account and is shown below.

GENERAL

The following are general comments regarding the operating budgets of the Parks and Recreation Department.

PARKS MAINTENANCE				
CATEGORY	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
PERSONNEL SERVICES	663,764	734,090	698,000	707,545
OPERATING EXPENDITURES	248,644	203,848	465,858	413,303
CAPITAL OUTLAY	19,673	0	201,000	90,000
TOTAL	\$932,081	\$937,938	\$1,364,858	\$1,288,848

TABLE 25 – PARKS MAINTENANCE BUDGET ACCOUNTS

- The Parks and Recreation Department has broken down its operating budget into a suite of basic cost centers that help to isolate expenses and revenues by facility and type of service. However, more detailed breakdown will likely be needed in the future (athletics budget, etc.) to efficiently administer expanded programs.
- In the last two budget years the Parks and Recreation Department has seen a significant increase in its operating budget, primarily in personnel services.
- The Department's operating budgets include minor capital expenditures but do not contain equipment replacement schedules.

- The Public Services-Parks and Landscaping Division has seen a steady increase in operating costs in the last several budget years.
- There are relatively few budget performance measures in place that quantify the benefits that are derived for the public.

FEE PHILOSOPHY AND POLICY

Although there are currently very few fees for parks and recreation services, it is important for a successful parks and recreation department to have a well-defined fee philosophy to guide fee-setting policies.

- Affordability for the general public and especially youth is a primary goal.
- With an emphasis on affordability, there is very little emphasis on a fee-for-service concept for most programs and services.
- Rental rates are more aggressive and are designed to generate stronger revenues.
- Credit cards are not accepted for service, and there is no way to pay for services online (rentals, etc.)

OPERATIONAL POLICIES AND PROCEDURES

Parks and Recreation best practices call for departments to have comprehensive operational policies in place that are updated on a regular basis. These procedures deal with everything from staff/supervisor policies, financial transactions, customer service, and safety and security to emergency action plans.

- The Department is deficient in general operating policies and

procedures, and many of the individual areas thus do not have specific plans.

- The overall Department has general lack of general operating policies and procedures. Basic policies cover temporary employment and the use of City credit cards.
- Ocean Rescue does have a division policy manual.
- Frost Park Community Center has basic opening and closing procedures in place.
- A key aspect of operational policies and procedures is a comprehensive emergency action plan. At this point the Department does not have such a plan in place. There is only a hurricane action plan.
- Virtually no performance measures are being tracked.
- There is very little use of technology to help with management and operations of the Department. This includes staff hours tracking, financial transactions, and systems tracking.

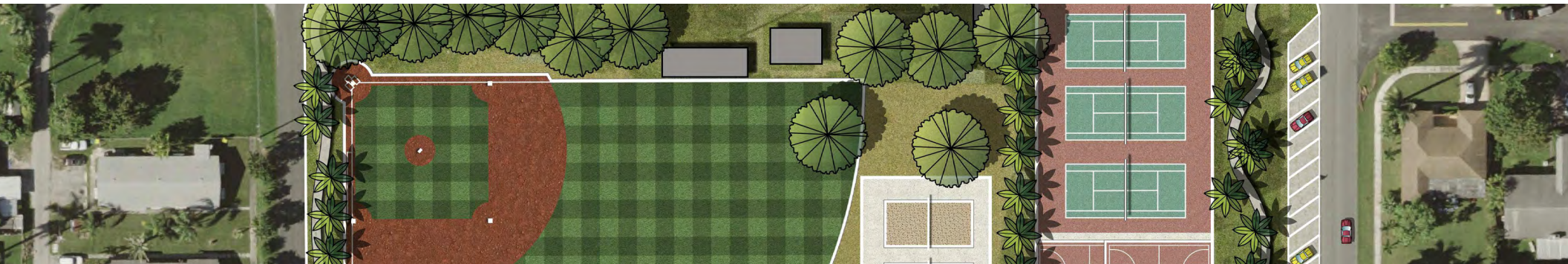
MAINTENANCE PLANS AND PROCEDURES

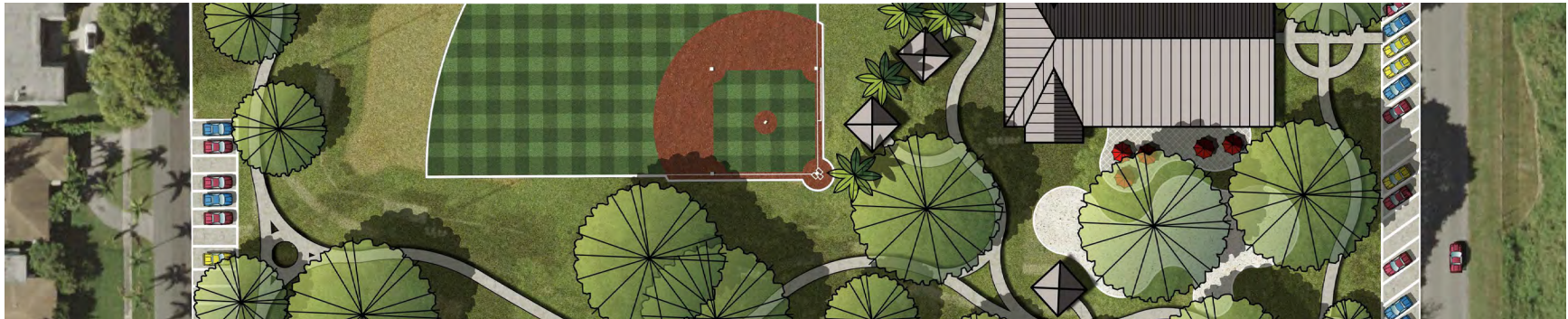
To effectively maintain parks and recreation facilities, it is critical that a department has detailed maintenance plans and procedures in place.

- The fitness center at Frost Park has a cleaning checklist.
- Although the City's parks and facilities are reasonably well maintained, they do not appear to have actual maintenance plans in place for parks or indoor facilities.

6

RECREATION PROGRAMS AND SERVICES RECOMMENDATIONS





6.1 RECREATION PROGRAMS FUTURE RECOMMENDATIONS

This section provides future recommendations for key aspects of the City of Dania Beach Parks and Recreation Department's current operations. These recommendations were based on community input gathered through the master plan process, staff interviews, and parks and recreation industry best practices.

Public Input Summary

The overall master plan utilized a statistically valid survey of residents to gain input from the community regarding parks and recreation needs. Key survey findings focused on recreation programs including:

Program/Activity Priorities

- Adult fitness/wellness
- Summer concerts
- Nature programs
- Special events

Future Recreation Program Recommendations

Based on the analysis of existing programs and the input received from the public, following are basic recommendations for future recreation programs and services.

Establish a Programming Philosophy

The Parks and Recreation Department should develop an overall basic programming philosophy with the following objectives:

- Provide recreation program and service opportunities to all ages, incomes, abilities, and ethnic groups.
- Provide recreation program and service opportunities in areas of interest identified as needs in the community.
- Partner with other providers to bring a full spectrum of recreation programs and services to the community.

- Deliver recreation program and service offerings should be delivered on both a citywide and community center level.
- Respond to identified community needs for recreation and program service offerings in a cost-effective and efficient manner.

Develop a Program Plan

Utilizing the Programming Philosophy as a base, development of a program plan for the overall Department that includes the general direction of recreation programming for the next five- plus years should be undertaken. This would include the following areas of programming focus:

- Priorities for general programming to include:
 - Adult fitness/wellness
 - After-school and summer camp programs for youth
 - Youth and adult sports
 - Outdoor recreation/nature programming
 - Special events including summer concerts
- Priorities for demographic specific programming to include:
 - **Youth:** Programs that serve a variety of interest areas beyond just sports, after-school and camps.
 - **Teens:** Activities designed specifically for teens that are both organized and drop-in in nature.
 - **Seniors:** Programs and services that serve a wide range of ages and also have an appeal to the younger more active based senior.
 - **Intergenerational/Multigenerational:** Programs and services appeal to multiple generations and families.
- **Sensitive:** Programs and services that are appropriate for the cultural orientation and heritage of area residents.
- To accomplish these priorities, the following program areas will need continued focus:
 - **Youth:** After school and summer camp
 - **Sports:** Youth
 - General interest
 - Self-directed
- The following program areas will need an increase in focus:
 - Adult fitness/wellness
 - Outdoor recreation-nature based programming
 - Special events-summer concerts
 - Aquatics
 - Seniors
- Other issues:
 - Increasing the overall level of programming that is offered in each community center.
 - Adding more fee-based programs; these often have more value to residents, and there is often a willingness to pay for quality programs and services.

From this framework, each of the three community centers and other facilities would then develop its own five-year plan with a specific and a detailed implementation plan for each year.

As funding is limited, the program plan should be developed incrementally, in a manner that does not require significant staff or budgetary resources to accomplish.

PROGRAM CLASSIFICATION RECOMMENDATIONS

The following chart identifies and summarizes proposed core programs, secondary programs, and support program areas for the Dania Beach Parks and Recreation Department. The placement of programs into these three categories does not indicate the overall importance of these activities in the community but rather the role of the Department in providing these programs.

Core Programs

These programs are a primary responsibility of the Parks and Recreation Department to provide as City-based activities.

Secondary Programs

These programs are a lower priority to be provided directly by the Parks and Recreation Department, but may be offered by other organizations through contract with the City.

Support Programs

These programs are not a priority for the Parks and Recreation Department to be provided directly to the community, but the City may provide support through facilities and promotion of activities on behalf of other organizations.

The Dania Beach Parks and Recreation Department will need to approach the major program areas in the following manner.

CORE

- **Youth Sports:** Currently the City is starting to provide programs for a number of team sports. It may be necessary to add programs for individual sports in the future as well. There

may also be opportunities to offer youth sports camps and clinics to support sports run both internally as well as by other organizations. This program will need to continue as an area of emphasis well into the future.

- **Fitness/Wellness:** This area will need special emphasis and must include more than fitness classes. There should be a strong focus on wellness and healthy living activities and events. This effort should focus on adults and seniors.

PROGRAM CLASSIFICATION RECOMMENDATIONS			
PROGRAMS	CORE	SECONDARY	SUPPORT
YOUTH SPORTS	■	□	□
ADULT SPORTS	□	■	□
FITNESS/ WELLNESS	■	□	□
CULTURAL ARTS	□	□	■
AQUATICS	□	■	□
YOUTH	■	□	□
GENERAL INTEREST	□	■	□
EDUCATION	□	□	■
SPECIAL NEEDS	□	□	■
SPECIAL EVENTS	□	■	□
OUTDOOR RECREATION	□	■	□
SENIORS	□	■	□
TEENS	□	□	■
SELF-DIRECTED	■	□	□
SOCIAL SERVICES	□	□	■

TABLE 26 – PROGRAM CLASSIFICATION RECOMMENDATIONS

Developing partnerships with prominent healthcare providers in the market will provide important expertise and credibility to this effort.

This effort will likely require improved amenities at the existing three community centers.

- **Youth:** With the Department's after-school and summer camp program, youth programming is a primary area of emphasis for recreation. It is anticipated that this will remain so well into the future. The ability to integrate education, social services, and even fitness/wellness into these programs will be important for the future. The Department should assume a more active role in directly providing these services.
- **Self-Directed:** With community centers, pools, beaches, and other facilities, self-directed activities will remain as a significant program area.

SECONDARY

- **Adult Sports:** The City is a limited provider of adult sports leagues, primarily in basketball and kickball. In the future these activities may need to expand to include sports such as pickleball as well as individual sports such as tennis and pickleball. Much of the programming in this area is expected to continue to be provided by other providers besides Parks and Recreation.
- **Aquatics:** With the existing pools in the City, a strong effort is needed to increase aquatic programming offered by Jeff Ellis Management in the future. Swimming lessons, lap swim and water exercise classes should be top priorities for aquatics.
- **General Interest:** Some of the programs in this category will

continue to be offered by the City, but it is not anticipated that there will be much growth in the offerings in this area in the future. Future programming should be offered by other organizations.

- **Special Events:** Residents have expressed a strong desire for more of these types of activities. The primary responsibility for providing special events on a Citywide basis should continue to reside with the CRA or other organizations, but the Department will need to assist with the identification of the types of events that would meet community needs, such as a summer concert series. The Parks and Recreation Department should still host at least two (if not three) community-wide special events.
- **Seniors:** With an older population base that is expected to grow substantially in the coming years, the level of programming available for seniors must increase. There will also need to be a greater focus on more active, younger senior (Baby Boomers)— This is a significant market segment that is not being adequately served at this time. It should be expected that Gracefully Aging will take on the responsibility of expanding senior programming; however if they are unable to do this, the City should be prepared to take this on itself.
- **Outdoor Recreation:** This program area has been identified by the community as a new area of focus. The provision of a variety of programs in the areas of outdoor education, and conservation is recommended. Most of these activities are likely to be provided by organizations that have a strong background in outdoor programs.

SUPPORT

- **Cultural Arts:** The Department has a very limited involvement in cultural programming. Enhanced programming in the area of summer concerts is being specifically requested by the public. Other community arts groups should be major contributors to programming of this type.
- **Education:** Currently the Department's educational focus is primarily in the area of youth. Any future programming in this area should be provided by the school district, specialized non-profits, or private providers.
- **Special Needs:** The Department is not providing programming in this area at the present time. It is often difficult for cities on their own to take on this type of service due to the specialized facility and staffing requirements. As a result, a regional consortium of agencies will often work together to provide special needs services, or partnerships, formed with other community agencies that specialize in this area. Consequently, the City is not seen as being a direct provider of special needs services moving forward.
- **Teens:** There are hardly any programs currently offered for this population. Any future programs and services targeted to this age group will likely be the responsibility of other providers with experience in this area.
- **Social Services:** Some social service functions are being integrated into youth programs. The incorporation of social services with ongoing recreation programs for both youth and seniors will need greater emphasis in the future; this should be undertaken through partnerships with other organizations.

ROLE OF OTHER PROVIDERS

Going forward, Dania Beach Parks and Recreation should realize that it does not have to be the actual provider of all recreation programs and services even on a citywide level. A great deal of programming is now being conducted by specialized youth sports organizations, adult sports associations, nonprofit groups and other social service organizations, as well as the private sector. This will need to continue if the City's financial obligations for recreation programming is to be properly managed.

To compliment its limited resources, the City of Dania Beach will continue to rely on other groups and organizations to provide recreation programs and services for the community.

- The Department can function as a "clearinghouse" for recreation programs and services provided by others. This should involve promotion of these activities, coordinating of some programs, and permitting of facilities. This process needs to be closely managed to be successful.
- The Parks and Recreation Department will continue to be a provider of many of the facilities (especially centers, pools, parks and athletic fields) for other organizations to use.
- Partnerships with other organizations and entities will continue to be necessary to develop and expand recreation programs. All partnerships should be backed by a memorandum of understanding or contract to formalize the relationship. This should clearly identify specific roles and expectations as well as limits to facility scheduling, fees, and operations. Partnerships with organizations should reflect the needs and culture of the specific markets for which they will be providing the services for.

The City can forge effective partnerships with the following tactics:

- Actively pursue and sell the benefits of the partnership.
- Weigh the benefits vs. the cost of the partnership.
- Adhere to the original vision and mission of the Parks and Recreation Department.
- Establish a shared partnership vision.
- Expect compromises to meet different needs and expectations.
- Clearly define development and operations requirements.

Before determining which programs and services to contract or have provided by others, an assessment of the specific pros and cons of each prospective arrangement must be completed. A major aspect of this analysis should be a detailed determination of the financial impacts and quality of the services that will be provided. Key questions to be asked include:

- Will this be the most cost-effective method to obtain the program, service, or function?
- Does the Department have the knowledge and equipment to provide the program, service, or function?
- Will the quality of the program, service, or function suffer if it is contracted to other organizations?
- Are there other more qualified organizations that should provide the program, service, or function?
- Is the service, program, or function only available from a contract provider?
- Are the safety and liability risks too high to provide the program or service in house?

Other organizations that could or should provide recreation activities (or provide assistance in this effort) include:

- **Youth Sports Organizations:** Should continue to be responsible for providing a limited number of specialized team sports for youth. However, the Department will still need to provide most if not all the facilities for these activities.
- **Broward County:** Utilization of Broward County parks and facilities as potential sites for recreation programs and services should be fully explored as a way to expand resources for Dania Beach residents. This includes the Secret Woods Nature Center, which can assist with providing nature-based programming.
- **Broward County Public Schools:** Coordination with the school district to provide some youth-based programs and services, education classes for youth (and even adults), as well as youth sports (location for practices and games), will need to be enhanced. The School facilities can serve as sites for some recreation programming. An intergovernmental agreement (IGA) between the City and schools will ensure some use in the future.
- **Other Government Organizations:** Strong efforts to partner with other governmental agencies in the area to develop programs and services will continue to be important. These are most likely to occur with neighboring communities such as Hollywood or Ft. Lauderdale. Program areas that could be provided by other organizations through a partnership include special events, outdoor recreation, special needs, and cultural arts activities.
- **Non-Profit Providers:** Coordination with a variety of nonprofit providers to deliver recreation services should continue to be pursued. Organizations such as the Boys & Girls Club, YMCA, Jewish Community Center, sports groups, cultural arts groups, and others, should be encouraged to continue to provide programs in Dania Beach; there may be opportunities to partner on programs and facilities.

- **Private Providers:** There are not many private recreation, sports, health clubs, dance, or fitness providers located in Dania Beach proper, but these entities could provide specialized activities that are more challenging for the public sector to operate. They may also be able to help provide fitness and wellness services.
- **Faith-Based Organizations:** The significant number of churches and other faith-based institutions in the community often provide some recreation services for their congregations and community. These organizations should be seen as potential providers of some basic community-based recreation services and facilities as well.
- **Colleges and Universities:** A number of colleges and universities in the Dania Beach area could be potential program partners. The City has an existing partnership with Broward College for the operation of Tigertail Lake Center, where a variety of water-based and adventure sports are available to the public. Identifying similar opportunities should be an important focus for the Department.
- **Medical Providers:** As has been previously mentioned, if the Department is going to truly focus on fitness and wellness in the future, to expand partnerships with one or more medical providers will be essential.
- **Social Service Agencies:** There is a definite trend with parks and recreation departments in Florida and throughout the country to integrate social services with recreation services. This is particularly true for youth, teen, and senior activities. To expand social services, there should be a renewed effort to grow partnerships with other agencies in the area.
- **Community Organizations:** Developing working relationships with community organizations and service clubs could provide much-needed support for programs



as well as facilities. Such partners could also be sponsors.

- **Business and Corporate Community:** It is important to approach the corporate community with a variety of sponsorship opportunities to enhance the revenue prospects of the Department's programs and facilities.

FUTURE PROGRAMMING CHALLENGES

In summary, the future challenges to improving and increasing the delivery of parks and recreation programs and services in Dania Beach are:

- **Funding:** TA commitment to increasing operational funding to expand recreation programming is needed.

- **Staffing:** A commitment from staff to implement and manage the program plan is needed to ensure success. Adequate staffing on the administrative, supervisory, and delivery levels will be essential to implement the plan. Staff must also be trained and committed to increasing overall program and service growth.
- **Facilities:** In order to increase programming in the areas noted above, the following types of spaces are needed:
 - **Fitness Amenities:** Beyond the small fitness equipment spaces that are available at Frost Park and C.W. Thomas Community Centers, group exercise space and larger fitness equipment areas are needed. Other support spaces include classroom space (wellness education) and teaching kitchens.
 - **Sports Facilities:** From outdoor athletic fields and sports courts (tennis, pickleball, etc.) to indoor gym space, there will need to be adequate space to support youth and adult sports programs.
 - **Cultural Arts:** Outdoor concerts will require outdoor lawn space or a formal amphitheater.
 - **Outdoor Recreation:** Much of the programming in this area does not require any special facilities. However, utilizing the County's existing Secret Woods Nature Center or at least having space at one of the community centers that can function as an outdoor education classroom would help. Also, the use of Tigertail Lake Center for water based outdoor sports should continue.
 - **Special Events:** Most Citywide special events require an outdoor festival/event area.
 - **Aquatics:** Utilization of teaching and therapy pools as well as recreation pools.
- **Seniors:** Varied spaces are needed to support senior services. These include passive use spaces such as multi-purpose rooms, classrooms, computer rooms, kitchens, and social spaces. Active-use areas can include fitness areas, gyms, tracks, and even therapy pools.
- **Teens:** Spaces for teen social/activities may include space, video/music production studios, multi-purpose rooms, gyms and café or food service area.
- **Facilities Maintenance:** Facilities to support programs and services must be maintained at a high level to attract program users. This requires a well-defined maintenance plan for the Public Service's Parks and Landscaping division as a whole and for each individual park or facility.
- **Performance Measures:** The department must make a concerted effort to implement program performance metrics.





These will need to include year-over year comparisons and to be updated on a seasonal basis. Recreation programming performance measures should include:

- Rates of fill for programs and activities (capacity vs. actual numbers)
 - Participation numbers and comparisons to past years/seasons
 - Rate of program cancellations (should be between 15% and 20%)
 - Financial performance, including cost per participant.
 - Participant evaluations
 - Annual report for recreation programs and services that utilizes the same format and reporting methods for all program areas.
- **Marketing:** To maximize the program offerings by the Parks and Recreation Department, as well as other providers in the community, a strong marketing effort will be required to inform

and promote available recreation programs and services. This can best be accomplished by having a Department marketing plan for recreation programs and services. This document needs to be a simple, easy-to-implement document that serves as a guideline for specific marketing efforts. A more visionary five-year plan, as well as a very specific yearly plan, should outline areas of focus, specific marketing tools and tasks, as well as the responsible staff member for implementation, financial resources required, and a thorough evaluation process. The marketing plan should focus on the following areas:

- Website enhancement to better promote programs and services
 - Development and publication of a two to three times per year program catalog
 - Utilization of a registration, point-of-sale, and rental tracking software program. Ultimately, this will need to include on-line registration and payments for rentals and permits
 - Acceptance of credit cards for any and all financial transactions, with no up-charge for the service.
 - Program options available Citywide and in each community center
 - Programs and services offered by other providers
- **Support Issues:** Other important issues that can support and enhance recreation program offerings include:
- **Registration Software:** It is imperative that the Department purchase a registration software program that handles all program and service registrations, allows for online registration, point of sale, and remote on-site use. All programs (regardless of whether a fee is collected or not)

should have all participants registered for the activity.

- **Fee Policy:** A document that outlines how fees are established for facility use, programs, and services, as well as facility rentals. A fee assistance program for those that without the financial means to access programs or use facilities.
- The requirement that any contract program pay at least 30% of all revenue collected back to the City is an essential component of a fee policy.
- **Policies and Procedures:** Having comprehensive policies in place provides a framework for program administration, development, and implementation. Some examples of policies could include:
 - Every new program or service must develop a program proposal form to determine the direct cost of offering the activity as well as the minimum number of registrants needed to conduct the program. This proposal form should also evaluate the need for the program, its market focus, and the ability to support the program plan and priorities of the Department.
 - Follow-up when each program or service is completed should include a program report that itemizes the exact cost (and possible revenues) generated by the program and the number of individuals served. This will determine whether the program or service met its financial and service goals.
 - All in-house programs should have strict minimum numbers of registrants, ensuring that the enrollment, budget, and revenues are adequate and there is optimal use of space and time at Department facilities.
 - A lifecycle analysis of the Department's recreation programs and services needs should be undertaken in which program registrations by interest area are

tracked and reviewed on a seasonal basis. Programs should be slotted into the following categories:

- **New:** programs in the start-up phase that are just starting to build in popularity.
 - **Mature:** programs that have consistently high levels of registrations and are still growing in popularity.
 - **Old:** programs that are seeing a decline in popularity.
- **Safety and Security:** Critical to growing recreation programs and services is the assurance that participants' safety and security are being addressed on an ongoing basis.
 - **Evaluation and Adjustments:** One of the keys to a dynamic program plan for recreation programs and services is the establishment of an internal and external



evaluation process. The evaluation of the overall plan on a Citywide basis as well as by each community center must be outcome-based. The process must integrate staff assessments with those of the users and the general community. The results of the evaluation process can then be utilized to adjust the programming process as well as individual programs.

- ▣ Trends Analysis - The Department should track program trends on a regional and national basis to ensure that program offerings are current and reflect all available opportunities.

6.2 MANAGEMENT AND OPERATIONS RECOMMENDATIONS

In order for the City of Dania Beach Parks and Recreation Department to support the mission of the organization and the vision that has been outlined as part of this master plan, there will need to be a dynamic organizational structure that can meet the needs of the community in an effective and efficient manner.

Dania Beach Organizational Structure Goals:

- The organizational structure must have the ability to grow with the Department.
- Support an increase in the number of recreation programs and services that are offered, with a focus on the following program areas:
 - ▣ Youth
 - ▣ Adult fitness/wellness
 - ▣ Outdoor recreation/nature based programming
 - ▣ Special events/summer concerts

- ▣ Sports
- ▣ Aquatics
- ▣ Seniors

ORGANIZATIONAL CHANGES

The following are recommended additions to the organizational structure.

As has been previously noted, Parks and Recreation is not the most accurate name for the Department. Strong consideration should be given to renaming it as the Recreation Services Department.

New Full-Time Positions

- **Administrative Assistant;** to handle the registration software system and performance measure tracking; would report to the Administrative Coordinator.
- **Fitness/Wellness Coordinator;** responsible for developing a Citywide fitness/wellness program; would report to the Director of Parks and Recreation.
- **Special Events Coordinator;** would be responsible for organizing Citywide special events, coordinating special events with the CRA, and managing permits for other event providers.
- **Athletics Specialist;** reporting to the Athletic Director would help with the expansion of both youth and adult sports offerings.

New Budget Implications for Implementing the Master Plan

- Plan for significant growth in the recreation programming accounts over the next five years to reflect the expansion of programs and services.

- Recognize that recreation is a discretionary use of an individual's time and money and, as a result, there must be an adequate budget and staff commitment to marketing and promotions on an annual basis.
- Sound financial practices require good budget monitoring procedures and strong recordkeeping. The operational budgets must be monitored on at least a monthly basis, with any possible deviations or modifications noted at that time.
- Deferred maintenance items for facilities need to be prioritized on a five- and ten-year plan for funding and ultimate completion. The list should be updated and reprioritized on a yearly basis.
- Ensure that each community center building has adequate custodial services available by increasing the part-time staffing level or contracting for this work.
- Continue to develop a five-year Department-wide CIP budget with breakdowns for major park and facility areas.
- Increase the number of budget performance measures and develop five-year budget comparisons.
- Complete an annual report for all aspects of the Department's operation. This document should summarize yearly financial statistics and utilization rates and compare them with previous years. Each area should utilize the same format, and the information should be compiled into a single document for the Department.

Operational Policies and Procedures

- Commit to updating the basic policies and procedures of the organization, including staff/supervisor policies, financial transactions, customer service, safety and security, and emergency action plans.
- Create a comprehensive staff and operations manual for the Department, based on general operations requirements of the City in general.
- Develop policies and procedures that deal specifically with safety and security of parks, facilities, and programs. This must include a comprehensive emergency action plan for the Department as a whole as well as for individual facilities in the City.
- Update job descriptions for full-time and part-time staff to adequately reflect the actual duties of each position. These job descriptions should clearly delineate job tasks and functions as well as required education, work experience, and skills necessary for the position.

Maintenance Plans and Procedures

- The Public Services Department's Parks and Landscaping Division must develop a comprehensive maintenance management plan for parks and facilities. It should include specific required maintenance functions, their frequency, method(s) for delivery, required resources, and tracking of work and budget. This plan should also focus on preventive maintenance and should include not only the growing environment but buildings and structures as well. Ideally, each



major park, trail, streetscape, or recreation facility should have its own maintenance plan specific to that location.

- The maintenance management plan will need to take into consideration any additional future parks and facilities that will require changes and updates to the plan.
- Once the maintenance management plan is in place, the process needs to continue to develop to the point that actual time and resource allocations are utilized to validate the planning numbers used. It could take several years until enough real-world numbers are available to adjust the existing standards. From implementation of specific benchmark standards can be determined (cost per acre, per square foot, etc.). This will require a maintenance management software system to manage work orders and the overall process.
- Develop an asset inventory within all city parks and recreation facilities with provisions for a yearly update.
- Consider the establishment of lifecycle cost estimates for all major capital assets in the Division.
- Conduct formal park/facility inspections on a weekly basis.
- Fully automate staff schedules, maintenance plans, tracking of inventories, facility inspections, and actual maintenance time and materials records with the ability to make entries from the field on tablets or other hand-held devices. This effort is currently underway.
- Consider development of additional sub-budget areas within the existing overall Parks and Landscaping budget, based on either geographic areas within the community or by types of parks and recreation facilities (athletic fields, regional parks, etc.). This will make it easier to identify and track budget expenditures more accurately and should ultimately facilitate tracking of maintenance costs by individual parks and facilities.
- Make a renewed commitment to staff training and certification, including a formal annual training program, to ensure long-term success in parks maintenance.

7

MASTER PLAN DEVELOPMENT CONCEPT





7.1 MASTER PLAN DEVELOPMENT CONCEPT

One of the principal thrusts of the Citywide Parks Master Plan is the identification of facility needs for City parks. The Analysis of Existing Conditions, the community meetings, and the workshops with individual park Directors identified a series of improvements needed for the various parks.

The Proposed Park Improvements table identifies parks that will need limited investment and those that will require a total redesign and new construction to make them state-of-the-art facilities responsive to community needs and desires.

The parks to be reconstructed are: P.J. Meli Aquatic Center, C.W. Thomas Park, and Frost Park. Additionally, Chester Byrd Park is proposed to be reconstructed to create an attractive new park anchored by an interactive water feature, and provided with on-site parking and a new playground. These new park designs are presented in the following pages under each specific sector. The Dania Beach Ocean Park Revitalization Master Plan adopted by the City of Dania Beach Commission in 2014 is included as part of the Master Plan.

Two parks will require a moderate amount of investment: Dania Cove Park, where a new pedestrian bridge is proposed; and Mildred V. Jones Park, which needs shoreline stabilization, on-street parking, and a new sidewalk.

Although the Needs Assessment indicates that there is enough park land area and facilities to meet Comprehensive Plan Levels of Service, the evaluation of the geographic distribution of parks identified a need for mini-parks in the western area of the City. This area, separated from the main land body of the City of Dania Beach by a section of the City of Hollywood, is not served by any park, as can be seen in Figure 35. The inclusion of one or more mini-parks to include covered playground is proposed.

The following pages outline the proposed park improvements that form part of the Citywide Parks Master Plan.

7.2 WESTERN NEIGHBORHOOD SECTOR

The Western Neighborhood Sector includes the City parks located west of I-95. They comprise a Neighborhood Center that serves this sector of the City, the P.J. Meli Aquatic Complex; Griffin Marine Park a special facility for the launching of small boats into the Dania Cut-Off Canal that allows access to the Intracoastal Waterway and the Atlantic Ocean to the east; Tigertail Dog Lake, a park facility for dog owners that is adjacent to a lake; and Dania Cove Park a beautiful canal-front passive park. A description of the proposed park improvements is outlined in this section of the report.

Four parks comprise the Western Neighborhood Sector: Griffin Marine Park, a special marine facility for the launching of small vessels; Dania Cove Park, a beautiful passive park; Tigertail Dog Lake a special facility that provides a unique venue for bringing dogs to a lake front park; and the P. J. Meli Neighborhood Park.

A detailed evaluation of each park's existing condition is included in the Section 3 of this report.

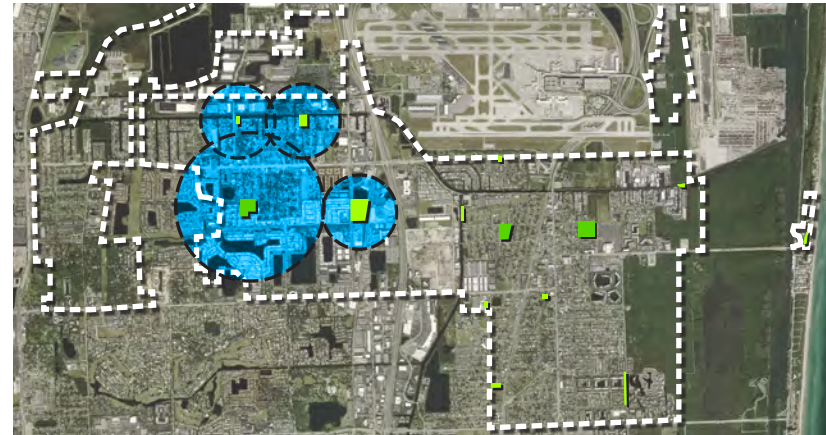


FIGURE 35 – WESTERN NEIGHBORHOOD SECTOR

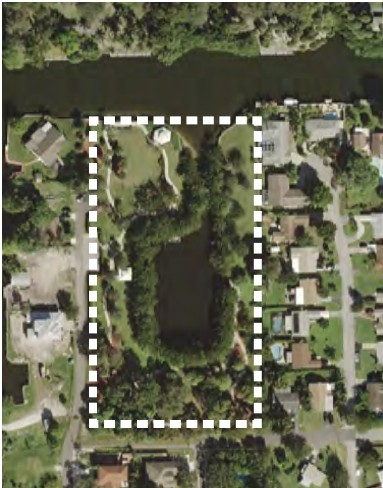


FIGURE 36 – DANIA COVE PARK



FIGURE 38 – GRIFFIN MARINE PARK



FIGURE 37 – TIGERTAIL DOG LAKE



FIGURE 39 – P.J. MELI AQUATIC COMPLEX

MINI PARKS AND SPECIAL PARKS PROPOSED IMPROVEMENTS

The evaluation of existing conditions indicates the following recommendation for three of the mini-parks and special parks:

- Griffin Marine Park: Improve surface and stripping of parking and include additional lighting; continued maintenance.
- Dania Cove Park: Complete pedestrian path circuit with a pedestrian bridge over the inlet leading to the interior lake from the Dania Cut-Off Canal. Provide additional parking area. Manage landscaping and further embellish the park; update and improve furniture; provide water fountain.
- Tigertail Dog Lake: Improve the water's edge; improve parking area; provide site furnishings.

P.J. MELI AQUATIC CENTER PROPOSED NEW CONSTRUCTION

The P.J. Meli Community Center, an old building adapted for community use, is outdated and too small. It has just one single space and provides very few amenities. The building needs to be replaced by a new structure designed as a functioning community center.

The pool has had problems since it was constructed. It is so deep that it is used for diving lessons. It is not a good competition pool and lacks relationship to the community center building. Like the Community Center building, the pool needs replacement.

P.J. Meli Park fields can be better designed and organized to create more efficient use of the land. The existing baseball field is in good condition and is heavily used. On the west is an old field that is not used and the dog park is extremely large and underutilized. There are no rectangular fields in the park.

Access to P.J. Meli Park is limited to the entrance on S.W. 28th Terrace. It is thus cut off from the surrounding community. Additional access can be provided from S.W. 29th Avenue and 29th Way.

The park has major flooding issues that must be addressed in the reconstruction of the park.

Park Director's Program Needs Input

As part of the Master Plan process, meetings with each neighborhood park director were carried out to obtain information from those who are in daily contact with park users. These directors understand the market for and needs of the facility.

P.J. Meli Aquatic Center's park director corroborated the findings of the evaluation team that a totally new facility with the following features is needed.

- New Community Center Building
 - New Community Center Building
 - New gymnasium with elevated walking/jogging track
 - Group exercise room (non-fixed stage)
 - Fitness room with exercise machines and free weights
 - Cardio room
 - Room for senior programs
 - Adequately equipped serving kitchen
 - Competition pool
 - Water park/playground
 - Indoor showers and lockers for pool patrons
 - Separate restrooms

- Outdoor Play Areas
 - Baseball field
 - Softball field
 - Soccer field (optimal for neighborhood demographics)
 - Minimum of one basketball court, two tennis courts, one pickleball court
 - Multi-use rectangular field (soccer and football)
 - Aquatic Center
 - Basketball courts (2)
 - Tennis courts (2)
 - Pickleball courts (2)
 - Walking path with exercise stations
 - Children's playgrounds (2)

P.J. MELI AQUATIC CENTER PARK CONCEPT PLAN

The concept plan illustrates the distribution of open-space activities and new building construction proposed for the P.J. Meli Aquatic and Community Center Park. The Master Plan proposes a total redesign of the park to include the amenities previously identified.

The new P.J. Meli Community Center building (Table 27) will be located in the center of the park. It will have direct access to the Swim Center and be visually connected to the baseball and multiuse rectangular field (for soccer and football), as well as the basketball, tennis, and pickleball courts.

A walking path outfitted with exercise stations will line the perimeter of the redesigned P.J. Meli Aquatic and Community Center Park. Two new covered playgrounds to serve the needs of children of different ages will be provided. The playgrounds will have direct visual contact with the new Community Center.

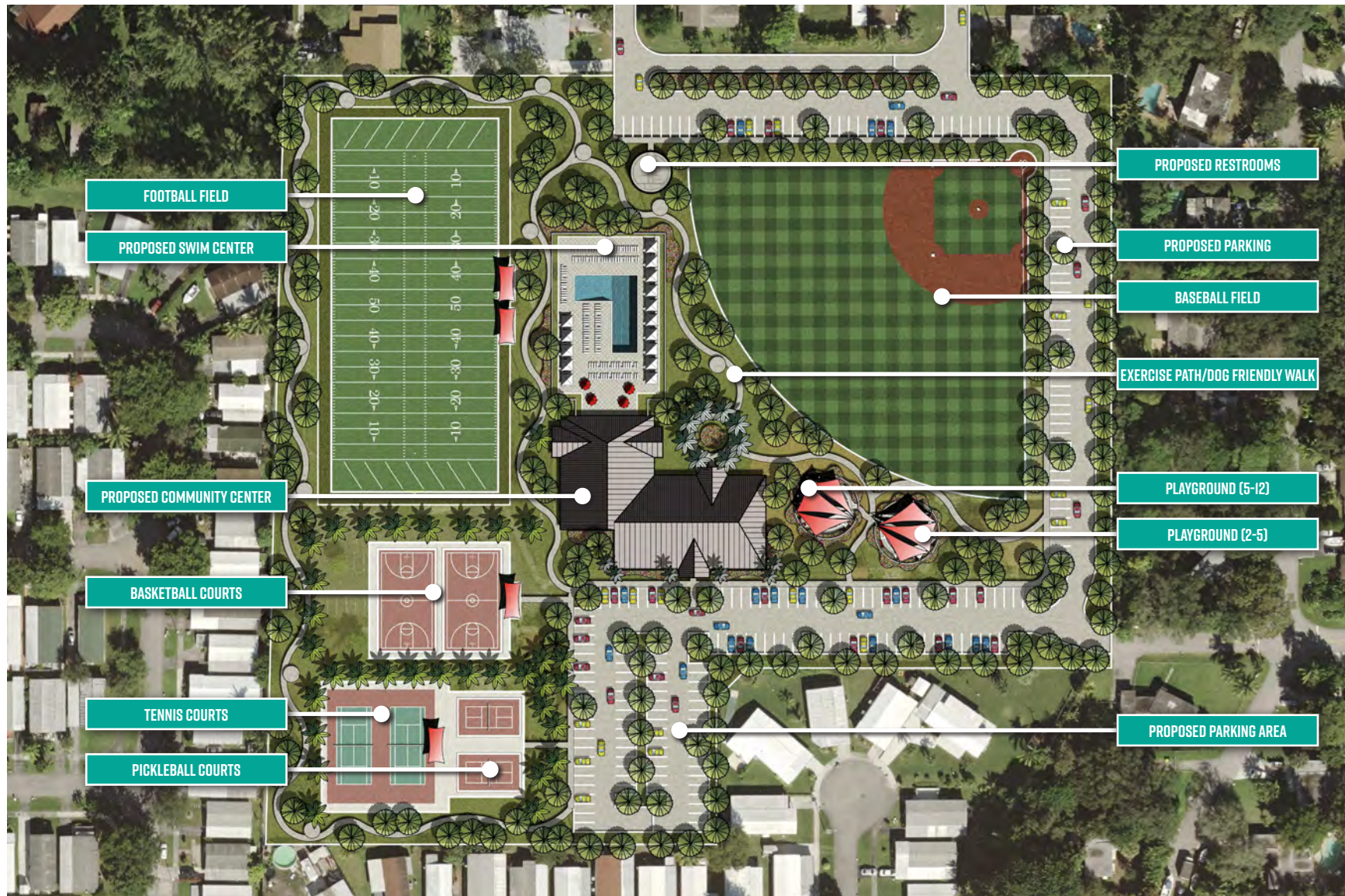


FIGURE 40 – CONCEPT PLAN- PJ. MELI AQUATIC CENTER PARK

Parking areas will be reconfigured to have a direct relationship to the Community Center building, the playfields, and the courts, as illustrated in the site plan. New access will be provided from S.W. 29th Avenue and 29th Way to ease access from the surrounding community, both vehicular and pedestrian. Additional parking spaces will be provided for patrons of the Aquatic Center and park.

In all, the new design proposes a more efficient use of the site, responds to identified needs, provides more venues for the users, and expands access to the different venues of the park.

Access from Areas South of the Park

At present there is no access, vehicular, pedestrian, or bicycle to P.J. Meli Aquatic and Community Center Park from the areas south of the park. This is a concern expressed by several citizens during the community meeting. Any proposal to make a connection from these areas will need to be presented to area residents and discussed in a public forum.

At present, the City's street system and Broward County street system at S.W. 27th Avenue come together but are not connected. There is the potential to connect these two streets to allow pedestrian and bicycle access. Another possible approach is to acquire a residence to connect the streets and allow better access to P.J. Meli Aquatic and Community Center. The City of Dania Beach should explore these options to allow better access to the park from areas south and east.

P.J. MELI PARK COMMUNITY CENTER PRELIMINARY CONCEPT PROGRAM*			
PROGRAMS SPACE	# OF SPACES	AREA/SPACE (SF)	TOTAL AREA (SF)
SUPPORT USE			
LOBBY	1	250	250
OFFICE SPACE (ADMIN, CONFERENCE ROOM, WORK SPACE)	1	450	450
OUTDOOR RESTROOMS	2	200	400
SUB-TOTAL SUPPORT USE			1,100
ACTIVE USE			
GYMNASIUM (1 HS COURT OR 2 50'X74' CROSS COURT)	1	11,224	11,224
GYMNASIUM STORAGE	1	600	600
WEIGHT/CARDIO AREA	1	1,600	1,600
STORAGE	1	600	600
ELEVATED WALK/JOG TRACK (IN GYM, 1/10 MILE)			
RESTROOM/LOCKER ROOMS	2	600	1,200
SUB-TOTAL ACTIVE USE			15,224
ACTIVITY ROOMS			
CLASSROOMS	3	800	2,400
COMMUNITY STORAGE ROOMS	1	500	500
KITCHEN/CATERING	1	400	400
YOUTH/AFTER SCHOOL/SUMMER CAMP ROOMS	1	800	800
YOUTH AREA STORAGE	3	200	600
YOUTH AREA RESTROOMS	2	300	600
SUB-TOTAL ACTIVITY ROOMS			5,300
PROGRAM SUB-TOTAL	29	29,971	21,624
NET TO GROSS	20%		4,325
FINAL TOTAL			25,949
*WILL REQUIRE FURTHER ANALYSIS AND DEVELOPMENT WITH COMMUNITY INPUT AND DETAILED PROGRAM ANALYSIS PRIOR TO BUILDING DESIGN CONTRACT			

TABLE 27 – P.J.MELI PARK COMMUNITY CENTER PRELIMINARY CONCEPT PROGRAM

7.3 CENTRAL NEIGHBORHOOD SECTOR

The Central Neighborhood Sector comprises the parks east of I-95 and west of S. Federal Highway (U.S. 1). The Central Neighborhood Sector has the highest concentration of parks in the City of Dania Beach.

The sector has several mini-parks. Mildred V. Jones Park is a canal-front park facing the C-10 Canal that runs north-south from the Dania Cut-Off Canal. North Side Melaleuca Park serves the area of Melaleuca Gardens north of the Dania Beach Cut-Off Canal and south of Griffin Road. Mullikin Park mini-park; Star Centennial Park, a small triangular shaped mini-park; the S.W. Community Center, a small community center located on S. W. 12th Avenue adjacent to the City of Dania Beach Services Facility; Chester Byrd Park, a small mini-park; and the C.W. Thomas Park.

A description of the proposed park improvements is outlined in this section of the Master Plan Report.

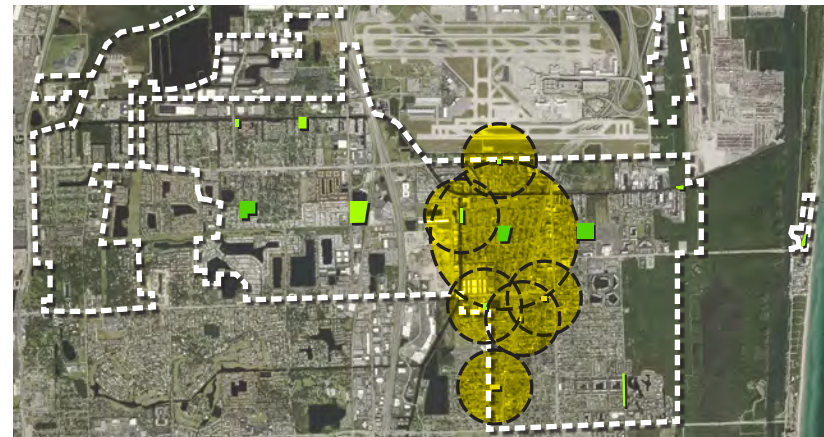


FIGURE 41 – CENTRAL NEIGHBORHOOD SECTOR



FIGURE 42 — S.W. COMMUNITY CENTER



FIGURE 43 — STAR CENTENNIAL PARK



FIGURE 44 — MILDRED V. JONES PARK



FIGURE 45 — MULLIKIN PARK



FIGURE 46 — CHESTER BYRD PARK



FIGURE 47 — C.W. THOMAS PARK

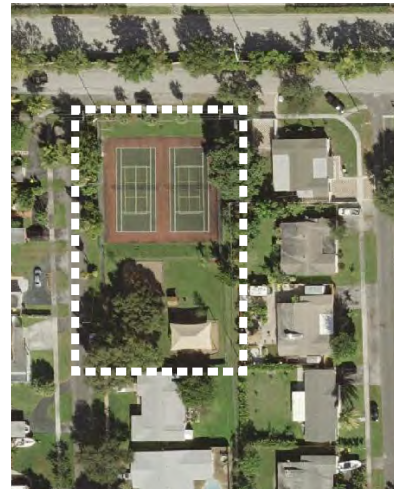


FIGURE 48 — NORTHSIDE MELALEUCA PARK

MINI-PARKS AND SPECIAL PARKS PROPOSED IMPROVEMENTS

The evaluation of existing conditions indicates the following recommendation for four mini-parks and a special facility community center:

- Star Centennial Park
- Mullikin Park
- North Side Melaleuca
- Park
- Mildred V. Jones Park
- S.W. Community Center

The improvements to one of the small parks, Chester Byrd Park, and the neighborhood park C.W. Thomas Park are as follows.

C.W. THOMAS PARK PROPOSED NEW CONSTRUCTION

Park Director's Program Needs Input

As part of the Master Plan process, meetings with each neighborhood park director were carried out to obtain information from those who are in daily contact with park users. Directors who understand the market and needs of the facility.

Based on the Analysis of Existing Conditions, evaluation of the Community Center building and playfields functionality a decision was made to provide a plan for the total reconstruction of C.W. Thomas Park.

Following is the Community Center preliminary concept program and the playfields program developed from the input of the park director, the community meeting and our professional recommendations.

Community Center Building

- New gymnasium with elevated walking/jogging track
- Fitness room with exercise machines, and free weights

- Cardio room;
- 3 classrooms for STEM and senior programs
- Equipped serving kitchen
- Competition pool
- Water park/playground
- Indoor showers and lockers to serve the pool
- Separate restrooms

C.W. THOMAS PARK COMMUNITY CENTER PRELIMINARY CONCEPT PROGRAM*			
PROGRAMS SPACE	# OF SPACES	AREA/SPACE (SF)	TOTAL AREA (SF)
SUPPORT USE			
LOBBY	1	250	250
OFFICE SPACE (ADMIN, CONFERENCE ROOM, WORK SPACE)	1	450	450
OUTDOOR RESTROOMS	2	200	400
SUB-TOTAL SUPPORT USE			11,000
ACTIVE USE			
GYMNASIUM (1 HS COURT OR 2 50'X74' CROSS COURT)	1	11,224	11,224
GYMNASIUM STORAGE	1	600	600
WEIGHT/CARDIO AREA	1	1,600	1,600
STORAGE	1	400	400
RESTROOM/LOCKER ROOMS	2	600	1,200
SUB-TOTAL ACTIVE USE			15,024
ACTIVITY ROOMS			
CLASSROOMS	4	800	3,200
COMMUNITY STORAGE ROOMS	1	500	500
KITCHEN/CATERING	1	400	400
YOUTH/AFTER SCHOOL/SUMMER CAMP ROOMS	1	800	800
YOUTH AREA STORAGE	1	200	200
RESTROOMS	1	300	300
SUB-TOTAL ACTIVITY ROOMS			5,400
PROGRAM SUB-TOTAL			21,524
NET TO GROSS			4,305
FINAL TOTAL			25,829
*WILL REQUIRE FURTHER ANALYSIS AND DEVELOPMENT WITH COMMUNITY INPUT AND DETAILED PROGRAM ANALYSIS PRIOR TO BUILDING DESIGN CONTRACT			

TABLE 28 – C.W. THOMAS PARK COMMUNITY CENTER PRELIMINARY CONCEPT PROGRAM

The preliminary building space demands translate into a new facility of approximately 25, 829 square feet. This plan will undergo changes once a more detailed, for the facility is developed during the facility design phase.

It should be noted that this program is conceptual and preliminary and done for Master Plan purposes. Once a decision is made to proceed with actual park design, new analyses, community outreach, and evaluations will be undertaken to provide a final, detailed building and site design program.

Outdoor Play Areas

Taking into consideration community-identified recreation needs, recreation needs identified by the park director, and the Master Plan team's professional recommendations, the following features are proposed for C.W. Thomas Park.

- Multi-use rectangular field (soccer and football)
- Aquatic Center
- Basketball court
- Walking path
- Covered exercise area
- Covered children's playgrounds (2)

C. W. THOMAS PARK CONCEPT PLAN

The concept plan (Figure 49) illustrates the distribution of open space activities and new building construction proposed for C.W. Thomas Park. The Master Plan proposes a total redesign of the park to include the venues previously identified.

The Park Master Plan has been designed to better respond to program demands, site conditions, and the need to phase construction so that the park is operational while being reconstructed.

Reflecting the geometry of the site, the Community Center and the new

pool are located on N.E. 2nd Street. This location will also relate better to the Collins Primary School across the street. There will be a drop-off area from N.E. 2nd Avenue to access both the Community Center and the Aquatic facility.

The Community Center building location provides total visual access to the Aquatic facility, and the playfields, playgrounds and exercise area.

As with the other parks, a walking path with exercise stations, will line the perimeter of the redesigned C. W. Thomas Park. The walking path will connect all park venues. Two new covered playgrounds to serve the needs of children of different ages will be provided. The playgrounds will have direct visual contact with the new Community Center. A new covered exercise area is provided in the park design.

The new pool will be designed to meet the needs of all age groups. Adequate exterior storage will be provided for the pool and field activities as well as conveniently located restrooms.

A new parking area is located within the site and will be accessed from N.E. 8th Avenue. With adequate parking spaces, this new parking area will help alleviate the parking congestion that presently exists and allow easy, direct access to all the park venues.

A new football field will be constructed on the west side of the park providing a needed venue to serve the children and young adults of the neighborhood. A limited number of bleachers will be erected on the west side of the field. A walking path along the fields' east side will connect to N.E. 1st Street.

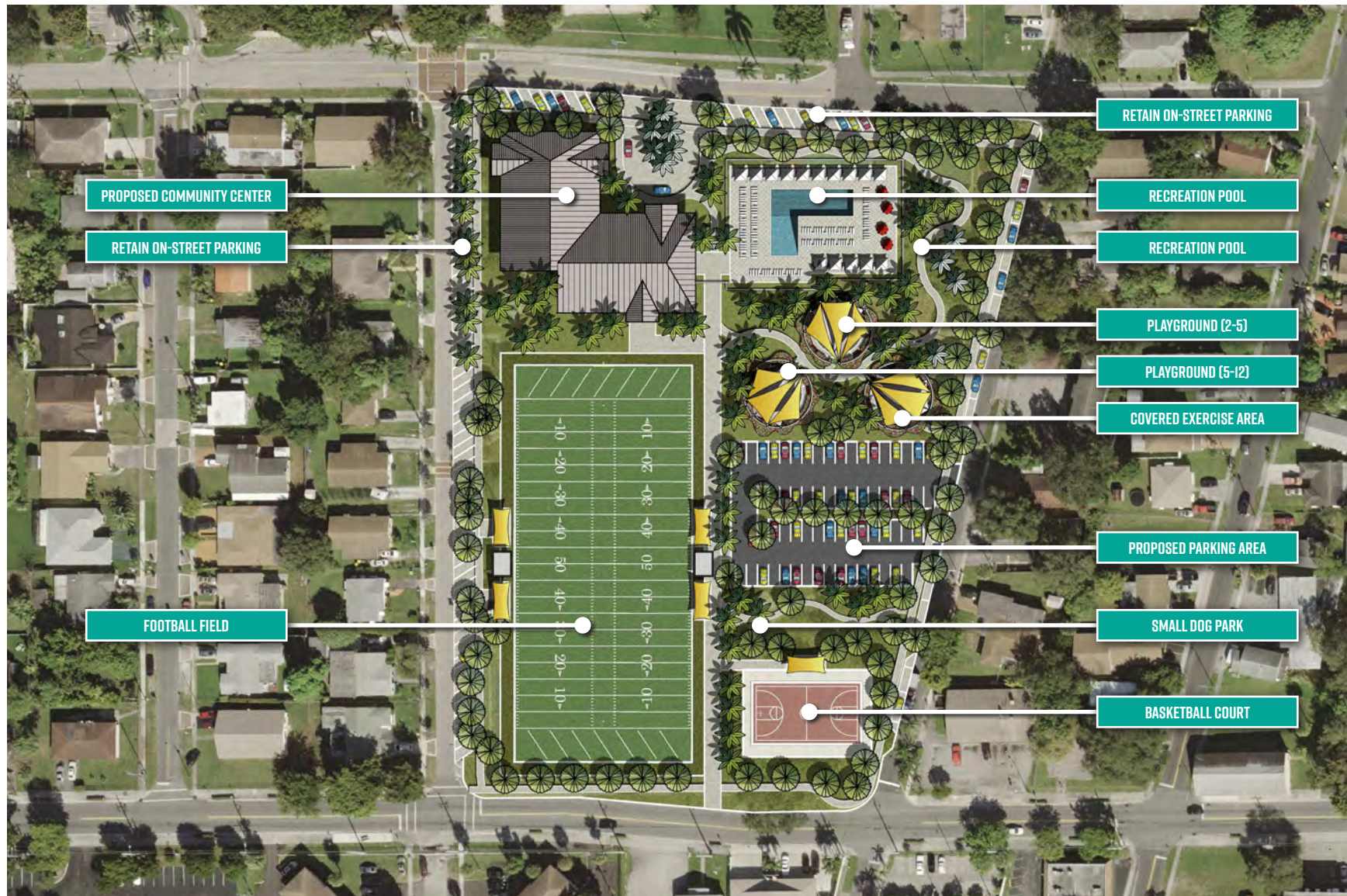


FIGURE 49 — CONCEPT PLAN- C.W. THOMAS PARK CONCEPT PLAN

CHESTER BYRD PARK

Chester Byrd Park is a small-mini park located between S.W. 12th Avenue and Phippens Waiter Road (W. Dixie Highway). The park has frontage on both streets. Despite its excellent access and exposure, the park's restricted design and layout isolate it from the community. There is little visual connection between the street and the park.

At present, the park comprises a covered exercise area, a basketball court, and a playground.

Among its identified deficiencies, the park requires very high levels of maintenance due to user abuse. The playground needs updating. While the park has good tree canopy and shade, additional park furniture, such as benches and waste receptacles, and lighting are needed.

The Chester Byrd Park site offers an opportunity to construct a facility in this area of Dania Beach that will attract families with children, young adults, and seniors.

CHESTER BYRD PARK CONCEPT PLAN

The Chester Byrd Park Concept Plan (Figure 50) proposes to take advantage of the site's two-street access to create an internal parking area that will allow total exposure to the park from both streets. The construction of a splash pad/water feature will attract families with children and become a focal point of the area. Restroom facilities are indicated on the plan. A playground area designed for various age groups will be located on either side of the splash pad/water feature.

An exercise path for teens and young adults, connecting all venues of the park, will be constructed. A new basketball court will be located on the S.W. 12th Avenue side of the park.

The tree canopy will be preserved, and the park will be provided with additional landscaping, irrigation, and park furniture such as benches, trash receptacles, and bicycle racks.

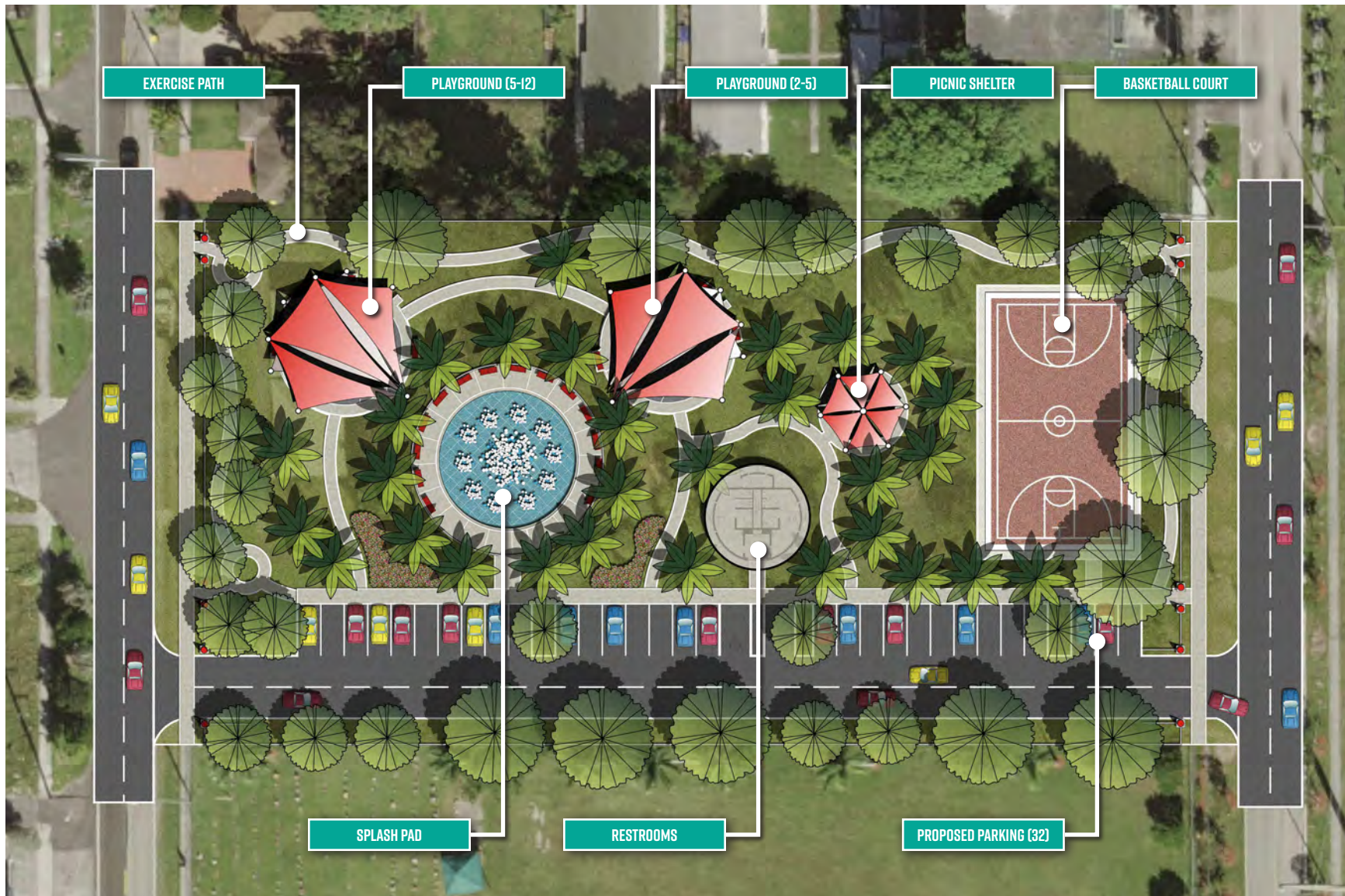


FIGURE 50 – CONCEPT PLAN- CHESTER BYRD PARK CONCEPT PLAN

7.4 EASTERN NEIGHBORHOOD SECTOR

The Eastern Neighborhood Sector includes all the parks east of South Federal Highway (U.S. 1). This sector comprises one mini-park Linear Park; a special facility, the I.T. Parker Center a meeting facility; a Neighborhood Park and Community Center, Frost Park; and Dania Beach's Ocean Park, the City's Beach on the Atlantic Ocean.

A description of the proposed park improvements is outlined in this section of the report.

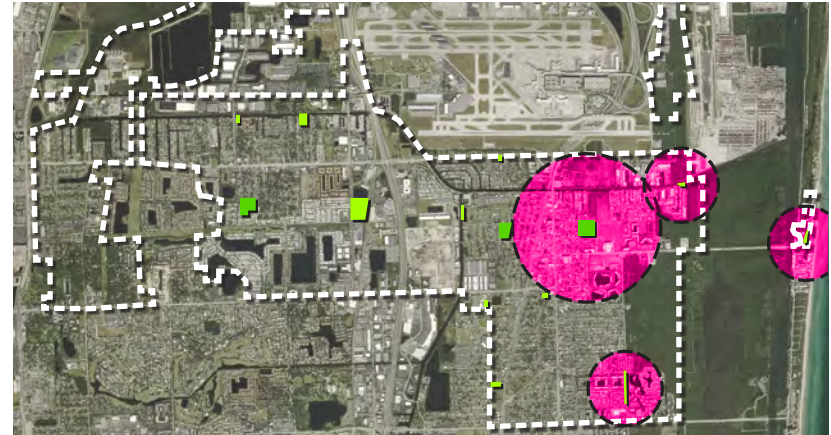


FIGURE 5I — EASTERN NEIGHBORHOOD SECTOR

EASTERN NEIGHBORHOOD PROPOSED PARK IMPROVEMENTS

Three parks comprise the Eastern Neighborhood Sector: Frost Park, a neighborhood park; Linear Park, a mini-park; and the I.T. Parker Center, a special-use event facility.

A detailed evaluation of each park's existing condition is included in the Appendix Section of this Document.

The evaluation of existing conditions leads to the following recommendation for two of the parks:

- Linear Park: Continued maintenance and upkeep.
- I.T. Parker Center: Restrooms renovation; serving kitchen renovation and improvements to serve large events; improved wayfinding to more easily access the facility; continued maintenance and upkeep.

FROST PARK

Frost Park is in overall good condition, with a building of approximately 7,400 square feet in surface area. The community center building is relatively new construction dating from 2007 and multi-use rectangular fields for soccer and football are available. The evaluation team found several deficiencies. The building is visually disjointed from the playfield, thus lacking both views and the security provided by visual access. The existing skateboard court is in disrepair and needs to be removed, and the open fields have drainage issues.

Park Director's Program Needs Input

As part of the Master Plan process meetings with each Neighborhood Park was carried out to obtain information from those who are in daily contact with park users. Directors who understand the market and needs of the facility.



FIGURE 52 – LINEAR PARK



FIGURE 54 – I.T. PARKER CENTER



FIGURE 53 – FROST PARK

The Frost Park director indicated that the present building square footage does not meet its users' needs and demands. The community building is extensively used by young adults during afternoons and evening hours. Present spaces within the building must be expanded and new venues created. As the computer room is not well used, this space can be repurposed. Usage of the venue does not warrant an indoor gymnasium. Following is a summary of the park director's recommendations for improvements to the community center building.

- Community Building
 - Enlarged and expanded fitness gym to include lockers and showers
 - Additional space for exercise and wellness programs
 - Aerobics rooms with wood floors and 30-person capacity
 - Racquetball court(s) to serve potential demand for this sport
 - Increased indoor and outdoor storage
 - Enlarged and upgraded serving kitchen
 - Large great room for summer camp
 - Game room
 - Arts and craft room
 - Vending area
 - Controlled access points

The preliminary building space demands translates into an expansion of the existing facility of approximately 10,400 square feet. With the incorporation of the existing building of 7,400 square feet, the facility will be a total of 18,200 square feet approximately. Note that square footage needs and activities could undergo changes once a more detailed program for the facility is developed during the facility design phase that follows a Master Plan.

FROST PARK PRELIMINARY CONCEPT PROGRAM*			
PROGRAMS SPACE	# OF SPACES	AREA/SPACE (SF)	TOTAL AREA (SF)
SUPPORT USE			
LOBBY	1	250	250
OFFICE SPACE (ADMIN, CONFERENCE ROOM, WORK SPACE)	1	450	450
OUTDOOR RESTROOMS	2	200	400
SUB-TOTAL SUPPORT USE			1,100
ACTIVE USE			
WEIGHT/CARDIO AREA	1	2,000	2,000
GROUP EXERCISE/DANCE ROOM	0		0
STORAGE	1	600	600
RESTROOM/LOCKER ROOMS	2	600	1,200
SUB-TOTAL ACTIVE USE			3,800
ACTIVITY ROOMS			
CLASSROOMS	4	800	3,200
COMMUNITY STORAGE ROOMS	1	500	500
KITCHEN/CATERING	1	400	400
YOUTH/AFTER SCHOOL/SUMMER CAMP ROOMS	0		
YOUTH AREA STORAGE	0		
YOUTH AREA RESTROOMS	0		
SUB-TOTAL ACTIVITY ROOMS			4,100
PROGRAM SUB-TOTAL			9,000
NET TO GROSS	20%		1,800
FINAL TOTAL			10,800
EXISTING TO BE REMODELED AND INTEGRATED	1	7,400	7,400
TOTAL NEW BUILDING			18,200
*WILL REQUIRE FURTHER ANALYSIS AND DEVELOPMENT WITH COMMUNITY INPUT AND DETAILED PROGRAM ANALYSIS PRIOR TO BUILDING DESIGN CONTRACT			

TABLE 29 – FROST PARK COMMUNITY CENTER PRELIMINARY CONCEPT PROGRAM

■ Outdoor Play Areas

Reflecting the community-identified needs, the needs identified by the community, the park director, had the Master Plan team's professional recommendations, the following enhancements are proposed for Frost Park's outdoor areas.

- Reduction of the present four baseball diamonds to two new ones: a large softball field and a small diamond for Little League
- A multi-use rectangular field within the baseball outfields to take advantage of the open space and provide a venue that can alternate with softball
- Redesign of park to meet drainage needs
- Lighting for nighttime use of fields
- Two pickle ball courts to meet growing demand for this sport
- Outdoor exercise area and splash pad on the south side of the building, to be redesigned to take advantage of field views
- Retention of tennis, basketball, and handball courts, which are well used by community members
- Playground expansion on current site to provide areas for different age groups
- Visible and easily policed picnic shelters

Frost Park Concept Plan

The concept plan (Figure 55) illustrates the distribution of open-space activities and building expansion on the Frost Park site. The present area with the tennis court, basketball courts, and handball courts will remain in place. Two new pickleball courts will be added immediately to the south and outside the play field area of the south ball park. A walking path will be provided along the perimeter of the park and connected to the proposed venues. A covered outdoor exercise area and a splash pad are shown on the site plan immediately south of the community center building. The number of baseball diamonds will be reduced to two and a multi-use field will be provided between the diamonds. The playground will be improved and expanded to include areas for different age groups. Picnic shelters will be provided in areas that can be easily visually controlled.

The present building will be expanded to the east, where the present skate park is located. The building will be redesigned to provide adequate access and connections between the existing structure and the proposed expansion.

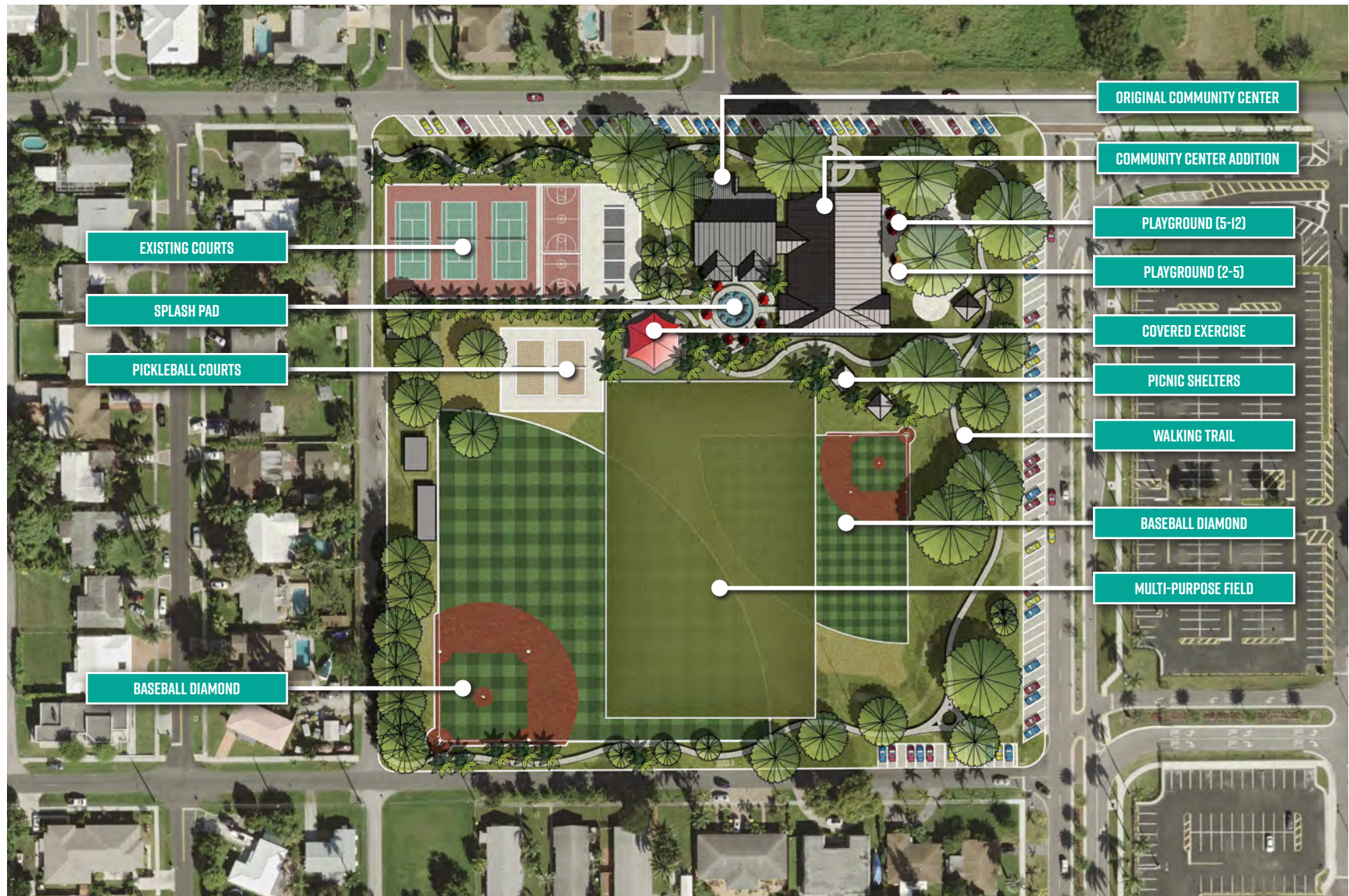


FIGURE 55 — CONCEPT PLAN- FROST PARK CONCEPT PLAN

DANIA BEACH OCEAN PARK REVITALIZATION PLAN

The Dania Beach Ocean Park Master Plan adopted in January 2014 proposes improvements to Dania Beach Ocean Park. The purpose of this initiative is to develop a plan for the rehabilitation and enhancement of the Ocean Park as a community asset for residents, families, and guests, with a strong focus on beach restoration and preservation, beautification, functionality, safety, environmental quality and sustainability amid climate change and storm activities, public education, and connectivity for pedestrians and bicyclists.

The City of Dania Beach has begun implementation of Phase I, with a primary focus on cleaning up the site, organizing signage, and creating a sense of place for Dania Beach Ocean Park. Phase II will consist of beach enhancement and arrival sequence improvements.

Phase III, the revitalization plan's final phase, will build on the progress accomplished in previous phases with new construction including a parking garage to accommodate visitors during high season and a banquet hall for local events. The existing FAU facility will be reworked and transformed into a retail village, offering shopping, multiple restaurant opportunities, and several residential units for lease. A new connection under the bridge will link the west parcel to the beach and showcase an iconic waterside restaurant that will surely become every boater's favorite hot spot. Landscape improvements within the Dania Beach Boulevard circle and along the intracoastal waterway will enhance sight lines to the beach and transform this stunning oceanfront asset into a truly magnetic destination.



FIGURE 56 — DANIA BEACH OCEAN PARK REVITALIZATION PLAN REPORT

Final Conceptual Revitalization Plan

Legend

- ① Pier & Restaurant
- ② North Beach
- ③ Marina
- ④ Institutional / Mixed Use
- ⑤ Tootie Adler Park
- ⑥ Beach
- ⑦ Beach Portal
- ⑧ Dania Beach Grill
- ⑨ Sunset Bar / Restaurant
- ⑩ Landmark Opportunity
- ⑪ Parking
- ⑫ Entry Feature
- ⑬ Retail / Restaurant / Banquet Hall
- ⑭ Pedestrian Walk
- ⑮ Kayak Rental Kiosk
- ⑯ Interactive Water Feature
- ⑰ Playground
- ⑱ Event Lawn / Bandshell
- ⑲ Drop-Off Area
- ⑳ Pier Shaded Cleaning Stations



FIGURE 57 – DANIA BEACH OCEAN PARK REVITALIZATION PLAN MASTER PLAN

OLSEN MIDDLE SCHOOL SITE AQUATIC CENTER

The Olsen Middle School Site is presently occupied by the old middle school, which has been closed for a substantial amount of time. A new Olsen Middle School was built on the adjacent site to the east.

The Olsen Middle School Site at the corner of SE 2nd Avenue and SE 11th Terrace is presently owned by the Broward School Board (BCSB). Transfer of the property from the BCSB to the City of Dania Beach would be required. The site is presently occupied by the former, single-story Olsen Middle School building. The building, because of contamination and obsolescence, has been vacant for several decades. Demolition of the structure including environmental cleaning would be required.

As mentioned earlier in the report, the City of Dania Beach provides neighborhood parks and community centers for the different sectors of the City. The urban plan of the city is defined by major roadways that create different sectors and neighborhoods within the City of Dania Beach. All these sectors are presently served by a neighborhood park and community center.

The area south of Dania Beach Boulevard and east of South Federal Highway (US1) is not served by a neighborhood park and community center. There is a need to provide a neighborhood park and community center to serve the needs of this sector of the City.

Olsen Middle School Concept Site Plan

The Concept Plan proposed for the Olsen Middle School Site reflects the demographics of the area. This sector's predominant land use is low and midrise apartments with a substantial elderly population and seasonal residents. The program proposes a mix of uses that allows flexibility for cross-generational use of the site's recreational facilities.

On the northeast corner of the property, an Aquatic Center composed of pools and a community center building is proposed. The aquatic center will provide pools for various aquatic activities. A large pool with a beach entry and lap lanes will provide aquatic activities for youth, young adults and seniors. The pool will be surrounded by cabanas to allow group and family outings. A children's pool with a slide structure and other amenities will provide aquatic recreation for young children and toddlers. A pool pavilion and a community center with activity spaces to be determined forms part of the aquatic center plan.

Located on the southwest side of the property is a multi-purpose open space. This grass surfaced open space can hold different activities including informal games. Located between the multi-purpose open space and the aquatic center are two playgrounds to serve the recreation needs of children in the community.

Dog-friendly walking paths are provided throughout the park. These walking paths are provided with exercise stations. The park will be heavily landscaped with trees to provide shade along the walking paths. A total of seventy-seven (77) parking spaces are provided along SE 2nd Avenue.



FIGURE 58 – CONCEPT PLAN- OLSEN MIDDLE SCHOOL CONCEPT PLAN

8

FUNDING PLAN



8.1 CAPITAL FUNDING

One of the major challenges for the City of Dania Beach is determining a method for funding the capital development costs as well as the anticipated annual operating requirements of expanded parks and recreation facilities, programs, and services. As a combination of funding sources may be needed to realize these goals, several possible funding sources were investigated. Though not an exhaustive list the below does indicate possible available funding sources. These include:

CITY OF DANIA BEACH

If the City is going to be the primary funding agent for new parks and recreation facilities, several options to acquire the necessary tax dollars will need to be evaluated.

- **General Tax Dollars:** The utilization of any existing non-allocated tax dollars for a project. This will result in the slow development of new facilities by simply allocating existing tax funding when possible.
- **Capital Improvement Fund:** Establishing a dedicated funding source for capital projects from either a percentage of existing tax revenues or through a tax increase established for that purpose.
- **Bond Measure:** A voter passed tax initiative to fund specific capital projects. For the larger and high dollar projects, this may be the only realistic way to develop these facilities.

Partnerships

The possibility of including equity (primary) partners in parks and recreation projects should be explored. Possible competing interests

will limit the number of these types of partners that can be established for a project. A more detailed partnership assessment will be necessary to determine a realistic level of financial support.



Fundraising

A possible source of capital funding could come from a comprehensive fundraising campaign in the City. Contributions from local businesses, private individuals, and social service organizations should be targeted. To maximize this form of funding, a private fundraising consultant may be necessary.

Grants/endowments

Several grants and/or endowments are available for parks and

recreation projects. It is more difficult to fund active recreation facilities than parks and open space from these sources, but an effort should be made to acquire funding when available. Key areas to be targeted for grants are those serving youth, teens, seniors, and families.

Naming Rights and Sponsorships

Although not nearly as lucrative as for stadiums and other large, high-profile facilities, the sale of naming rights and long-term sponsorships could be a source of some capital funding as well. It will be necessary to hire a specialist in selling naming rights and sponsorships to maximize this revenue source to its fullest potential. Rather than lifetime naming rights, 20-year rights should be the longest contract duration possible. Determining the level of financial contribution necessary to gain a naming right will be crucial—for example, a contribution for up to 25% of the total cost of an entire project for overall facility naming rights or 50% to 100% the cost of an individual space within the park facility.

8.2 OPERATIONS FUNDING

For the City to add new facilities or programs, the level of operational funding will also have to be increased. As a result, a funding plan for operations will be necessary.

Partnerships

As new facilities are developed through partnerships with other organizations, it should be expected that the operating and maintenance costs will also be shared with the other partners. Detailed partnership assessments will be necessary to determine a realistic level of financial support.

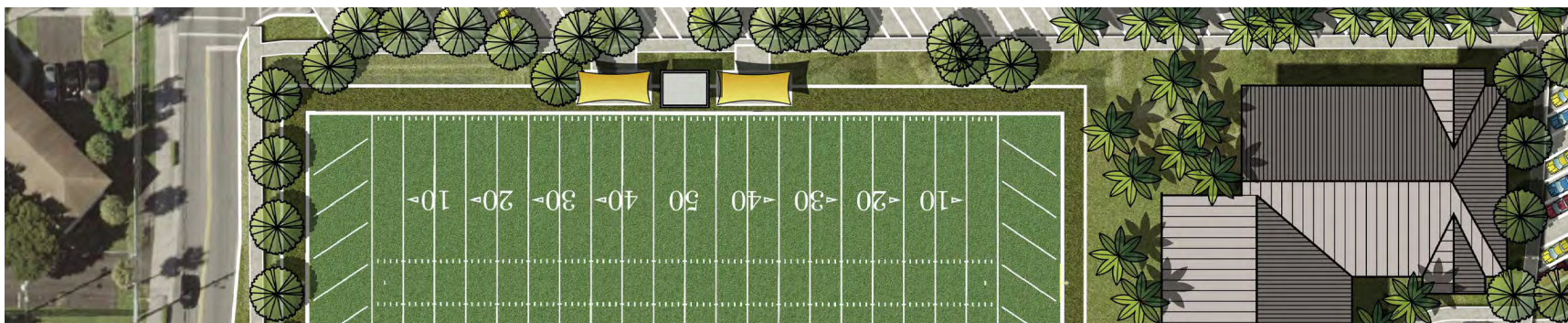
Sponsorships

It is possible to secure sponsorships for different programs and services as well as funding for different aspects of a park or facility's operation. In most cases, however, this provides a relatively low revenue stream for funding day-to-day operating costs for parks and recreation.

9

DESIGN PRINCIPLES





9.1 GUIDING FRAMEWORK

The City of Dania Beach Citywide Parks Master Plan establishes a guiding framework for the design and development of City of Dania Beach Parks. These design principles are intended to guide future park design decision-making and serve as a reference for the evaluation of parks designs. These guiding design principles are as follows.

PARK SUSTAINABILITY

New construction and rehabilitation of City of Dania Beach Parks will be based on accepted sustainable design and sustainable construction practices and will include as a minimum the following principles:

- Protection, enhancement, and sustenance of the natural environmental resources of existing and new parks through:
 - Best possible utilization of the recreational land resources of the City of Dania Beach
 - Use of best operational practices for the upkeep and maintenance of park facilities
- Rational Use of Water Resources
 - Adequate storm water design to limit the disruption of natural hydrology by reducing impervious cover and increasing on-site infiltration
 - Efficient use of water through landscaping practices such as the use of native species and xeriscaping with drought-resistant plants
 - Efficient design of irrigation systems to maximize available water resources, using captured rain water or recycled water wherever possible
- Reducing Urban Heat Island Effect
 - Use of low-albedo materials in paved surfaces
 - Provision of adequate shade for paved surfaces
- Park Energy Efficiency
 - Implement energy-efficient lighting that, in keeping with CPTED standards, reduces the risks associated with potential park evening use
 - On-site power generation for lighting where possible and economically feasible

PARK BUILDING DESIGNS

Designs of City of Dania Beach new park buildings will meet, wherever possible and economically feasible, the highest standards of sustainable building design as identified by the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design Green Building Design and Construction LEED Reference Guide of 2009. Given the varied nature of the buildings, the following is recommended by the Citywide Parks Master Plan:

- Buildings under 10,000 square feet of new or existing construction will meet the requirements of sustainable designs
- Buildings over 10,000 square feet of new construction area will be built to be eligible for United States Green Building Council Gold LEED Building Certification

BEST PARK LANDSCAPE PRACTICES

Landscapes for the City of Dania Beach will be of the highest quality and will provide City park users with a healthy, enjoyable, and sustainable environment. Landscape design will reflect and incorporate practices that conserve water, reduce nutrient loading, minimize costs, and sustain plant life. The Citywide Parks Master Plan recommends the following principles for landscape design.

- Provide for the use of native, drought-tolerant, low-maintenance plant materials
- Encouraging cooling through the provision of shade and channeling of breezes
- Promote sustainable development by implementing leading-edge programs and technologies for pollution control,

resource conservation, and ecosystem monitoring, research and enhancement

PARK ACCESSIBILITY

Maximize public access and use of park lands and activities by:

- Providing for parks that are physically, visually, and universally accessible
- Providing for parks that act as central community spaces
- Providing for user comfort through the inclusion of substantial shaded areas and the protection of cover over all children playground areas.

PARK SIGNAGE

Signage on all City of Dania Beach parks shall be uniform in design and appearance and meet the following signage requirements:

- Identification: Park identification signs
- Direction: Directions to park users identifying location of activities and other requirements
- Regulation: Park use regulation signs
- Information: Park history and name origin information

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED)

The designs of all City of Dania Beach parks will adhere to the principles of CPTED and provide for the four basic elements of CPTED:

- **Natural surveillance:** Keeping intruders under observation, and creating visual connections to prevent unacceptable

and unlawful activities from taking place. This is the much-mentioned concept of “eyes on the street” to control activities, intruders, and users. The adequate location of activities within the park; the location and definition of open spaces; lighting and landscape; all play a major role in creating natural surveillance of public and private areas and is a basic principle of “defensible space”. Additionally, natural surveillance addresses the elimination of built environment elements that facilitate hiding, block visibility, or provide for unsafe conditions.

- **Natural access control:** Careful location of entrances and exits, using fences, gates, shrubs, access control devices, control or limit access to potential target areas and to delineate to intruders and offenders that there is a risk in selecting this place as a target. Through the use of physical means including locks, bars and fences, provide a supplement to other access control devices.

ALIGNMENT WITH CITY POLICIES

All new construction and park improvements shall be in alignment with City of Dania Beach policies.

PARK DESIGN EXCELLENCE

The City of Dania Beach will strive to provide park designs that incorporate the highest standards to meet user needs and have functional, creative and aesthetically pleasing designs that provide for enhanced public image and identity of the City of Dania Beach recreational lands through the adequate linkage to surrounding urban fabric.

Within the following pages in Section 9.2 are included recommendations for achieving design excellence for the future design and construction of City of Dania Beach parks.

9.2 INTRODUCTION TO DESIGN EXCELLENCE

The City of Dania Beach Citywide Parks Master Plan (DB-CWPMP) is a design-driven document oriented to the enhancement and expansion of the City's parks. The City of Dania Beach Commission, in its proactive participation in the development of the Citywide Parks Master Plan, promoted the inclusion of descriptive park design actions to enhance not only the functionality of parks, but their aesthetics and relationship to the Dania Beach community.

The community survey carried out as part of the DB-CWPMP identified a number of community priority investments in future City park improvements and design. These priority items were:

- Walking paths;
- Natural areas/nature parks;
- Fitness centers;
- Picnic shelters/areas;
- Outdoor exercise stations;
- Outdoor stage amphitheater;
- Dog park/dog friendly areas;
- Active adult centers/multi-use spaces

As a guiding document the Citywide Parks Master Plan addresses the inclusion of these venues and to promote their excellence in design as a guide to future park designers implementing the specific park designs included as part of the Master Plan. Examples are presented to illustrate the design intent for the future venues to be included in each park.

At the request of the city commission, city manager and parks director, a specific section illustrating art in parks has been included. Highlighted as well is the need to create cross-generational, multi-use spaces and areas to expand the reach of the park system and provide a daylong utilization of the City's Park resources: seniors in the working hours, children in the afternoons, young adults in the evenings. Presented in the following pages are examples of park design venues to promote functionality and excellence in future city park designs.



INCORPORATING ART IN PARKS

Art elements in parks create a sense of place and uniqueness. Incorporating and highlighting the work of local artists in park design serves to not only create a point of interest but to promote community's appreciation of art. Many communities require the inclusion of art in public places for major public and private building investments.

Requiring the incorporation of art into the City's park system can highlight local artists, and local museums while promoting a sense of cohesion among the different City parks and neighborhoods. It can create opportunities for expression and educational enhancement. The Dania Beach Creative Arts Council promotes local artists. The City's Wiener Museum of Decorative Arts, a world-class museum celebrating fired arts of ceramics and glass, and presents a singular opportunity to expand art from the enclosure of walls to the heart of the community and its children. Illustrated in these pages are examples of art in parks.



WALKING PATHS

Promoting passive recreation through the inclusion of walking paths in the City's parks is a priority. Well-designed, activity-integrated paths in the City's parks serve not only to link different park venues but to foster cross-generational use of parks through walking and exercise activities. The walking path design should spur pedestrian movement, meander through the park space, integrate with open spaces, reveal park vistas, and provide shade to make walking a pleasant experience. As illustrated in the proposed park designs included in this Master Plan, the walking paths serve to define the perimeter of the park and include picnic and exercise structures where applicable. Where appropriate, walking path should be lighted where appropriate in keeping with each specific park's use hours. The photos present different walking paths designs.





FITNESS CENTERS

Exercise and physical activity provide a multitude of health benefits. Ranked high in the community survey is the need for fitness centers. Within the City of Dania Beach, the popularity of fitness centers varies and reflects to a certain extent the different age groups, and the intensity of cross-generational use of the specific community center facility. A pleasant space, adequately designed, is also a major use intensity determinant. A well-designed fitness center can increase community center use increase facility revenue.

Any fitness center to be included in future community center buildings should be open to views, both interior and exterior if possible, and feature enough space to house all the required equipment and activities. The exercise spaces should be linked to multi-use rooms where different active exercise activities can take place. Care should be given to the selection of designers who are experienced in this type of space.

PICNIC SHELTERS/AREAS

The community survey indicated residents' desire for picnic shelter structures and picnic areas in the future development of the City's parks. A picnic shelter can provide multiple uses within its open-roofed pad. Well located and oriented toward open areas, a picnic shelter can serve as a stage for informal entertainment events where insufficient ground space for an amphitheater exists. Adequately regulated and maintained, picnic shelters can be venues for private use generating income to the park system. Shelter design can serve to create design cohesion within the City's park system. Care should be taken to locate picnic shelters where they can be easily supervised to conform with Crime Prevention Through Environmental Design (CPTED) principles. Presented in this page are photos of constructed picnic shelters that can serve as stage venue when needed and examples of picnic shelters of different scales and designs.





OUTDOOR EXERCISE STATIONS

The City of Dania Beach has a very successful outdoor exercise venue at Linear Park, located on S.E. 5th Avenue from S.E. 11th Street to Sheridan Street. The integration of the exercise station with the walking paths of the park, the landscape surrounding the exercise stations, and the quality of the covered structure create an attractive, enticing environment to stop and exercise. The exercise stations are open and highly visible from the street and the pedestrian path. Attention to Crime Prevention Through Environmental Design (CPTED) principles are incorporated into the design of these venues.

Outdoor exercise stations can serve a multitude of age groups. They can be integrated into the walking paths to create distinct spaces within the park design. The selection of well-designed, durable, minimal-maintenance exercise equipment is crucial to limit replacement and maintenance costs.

OUTDOOR STAGE AMPHITHEATER

The Community Survey identified a desire for an Outdoor Stage Amphitheater for events in the City of Dania Beach. As Dania Beach is a fully built city, it can be challenging to locate such venues either in existing parks or on a new site. However, there are many ways to create a performance venue. Rather than a dedicated facility, it can be a multi-use space co-located with other open-space uses. The design of the stage can be a creative element within the landscape.

The use of multi-use structures can also create a venue in an open space. For example, a picnic shelter can be designed in a way that allows it to also serve as a performing area oriented to the play spaces of a park. Care should be taken to ensure that the location of any future outdoor stage amphitheater is optimized for high-quality sound and accessibility.





DOG PARK/DOG-FRIENDLY AREAS

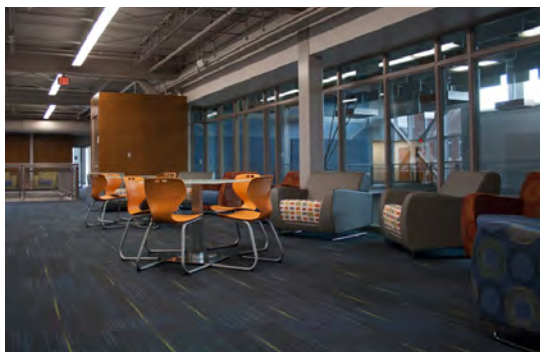
The City of Dania Beach Ordinance “Sec. 6-9. - Animals on beaches, beach parks and in parks” states: “It shall be unlawful for any person to bring any animal (defined to mean any living nonhuman creature) upon the beaches, parks or parking areas owned by the city or on sand beach areas designated on the zoning map; *provided, however, that dogs are permitted in a park if on leashes, unless leashes are not required in certain park areas as posted pursuant to signs erected by the city.* This section shall not be enforced against persons using service animals as defined by the Americans with Disabilities Act. Dog parks should be creatively designed to separate small dogs from large dogs. Doggie waste stations should be provided in locations selected by the City to allow the presence of dogs on leashes as indicated by City statutes.



ACTIVE ADULT CENTERS/MULTI-USE SPACES

Seniors are one the fastest-growing demographic group in the United States. The inclusion of multi-use spaces in the design of community centers will ensure available activity venues to address the needs of all users. Spaces that are used during the morning for seniors can be used for children after school and young adults at night. These multi-use spaces can be linked with fitness centers and classrooms or exist as open spaces in the community center complex. The City of Dania Beach's senior population represents a significant percentage of the overall citizens of Dania Beach. These spaces should be airy, naturally lit, and surfaced with materials that will accommodate a wide variety of activities.





MULTI-PURPOSE FIELDS/MULTI-PURPOSE ROOMS AT COMMUNITY CENTERS

Multi-purpose rectangular fields for soccer and football allow sports play during different seasons and maximize the limited valuable available park lands, especially in a built-out city like Dania Beach.

Community centers serve a varied age group. The centers' multi-purpose rooms provide venues for afterschool, weekend, and nighttime educational activities such as STEM programs and classroom-based educational offerings.

The incorporation of multi-purpose facilities within the park system enables the City to respond to the latest park trends. As demand for a certain activities grow or shift over time, the City can provide these services with minimal impact on existing facilities.



INDOOR GYMNASIUMS/GAME COURTS

Indoor gymnasiums are multi-use spaces that can be combined with other uses to create venues for services to all age groups. Multi-use spaces can contain walking and jogging tracks on an upper level and combine spaces such as exercise stations that are natural complements to the walking track. While basketball and volleyball are the sports most identified with indoor gymnasiums, the large size and sports flooring of these venues are ideal for gymnastics as well as communal activities, especially when bleachers are included in the design.





SPRAY GROUNDS/SPLASH PADS/ART IN PUBLIC PLACES

Spraygrounds are a popular park attraction for families with young children. This park feature should be a focal point that is easily visible from all areas. Restrooms are required near a sprayground and splash pads.

These venues are ideal places for the inclusion of art-in-public-places. For example, the floor area of the sprayground/splash pad can be a work of art created by the community, high school students, or a local artist. Waterspout elements can be sculptures that allow children to play and dot the place with art. These water features offer a magnetic park destination with powerful branding potential.



CHILDREN'S PLAYGROUNDS

An array of excellent innovations can be found in design concepts for children's playgrounds. New playgrounds include themes and functional designs to address the interests of varied age groups. Studies indicate that playing is an important contributor to the development of a healthy brain and body, and playgrounds that are engaging, challenging, and attractive play an important role in this process.

Today's available playground components highlight analytical activities, music concepts, and a myriad of other cool, beautiful, challenging elements. Design excellence will require a thorough analysis of available playground equipment to select the most attractive, engaging, and challenging options.

Playgrounds can also be venues for art in the park. All new playgrounds in City of Dania Beach parks should embrace the potential to include art as part of these engaging, stimulating, and safe playgrounds. These new playgrounds should also conform to ADA (American Disabilities Act) accessibility guidelines.





OUTDOOR POOLS & AQUATICS

The City of Dania Beach's two Aquatic Centers (pools) are recommended for reconstruction in the Master Plan. The new pools should not only address the competition design elements that presently exist but incorporate features oriented toward a multitude of activities, ages, visitor demographics, and needs, making these community assets more appealing and inviting to all.



A

APPENDIX

MEETING MINUTES: PUBLIC WORKSHOP (EASTERN NEIGHBORHOOD SECTOR)



Page 1 of 2

MEETING MINUTES

To:	Eric Brown – Dania Beach, Director of Parks and Recreation Department
From:	Alfredo Sanchez – B&A, Project Manager
CC:	Randy Hollingworth – B&A, Director of Landscape Architecture and Planning
Project:	Dania Beach City-Wide Parks Master Plan
RE:	Public Workshop: Eastern Neighborhood Sector
Meeting Date:	October 2 nd , 2018
Location of Meeting:	Frost Park Community Center
Distribution Date:	October 3 rd , 2018
BA Project No.:	18048.00 Dania Beach City-Wide Parks Master Plan
Participants:	Eric Brown – Dania Beach, Director of Parks and Recreation Department Katia Borden – Dania Beach, Public Information Officer Rafael Acosta – Dania Beach, Recreation Program Manager Randy Hollingworth – B&A Director of Landscape Architecture and Planning Alfredo Sanchez – B&A Project Manager Joshua Rak – B&A Senior Planner

The Public Workshop for the Dania Beach City-Wide Parks Master Plan (Eastern Neighborhood Sector) was held at Frost Park Community Center, on October 2, 2018. Below is a summary of the presentation and input from participants that was offered at the workshop:

- The project team, including staff members of the City and B&A were introduced to the attendees of the workshop.
- B&A made a Community Workshop Presentation that covered the following information:
 - Firm Profile and Introduction
 - Summary of relevant project experience related to B&A's park master planning portfolio
 - Parks existing conditions evaluation for the Eastern Neighborhood Sector, which included the following parks:
 - Frost Park Community Center
 - Linear Park
 - I.T. Parker
 - Frank C. Tootle Adler Park
 - Project schedule and milestones

Following the presentation, public discussion commenced, and the following comments were made:

- Frost Park would be a good location for a pay-to-use community swimming pool facility.
 - The neighboring community is composed of young adults, families and working people, within walking distance to the park.
 - Replace the underutilized skateboard park with the new pool.

www.bermelloajamil.com 2601 South Bayshore Drive · Suite 1000 · Miami, Florida 33133 USA · (phone) +1 305.859.2050

Dania Beach City-Wide Parks Master Plan
Public Workshop: Eastern Neighborhood Sector Minutes
Meeting Date: October 2, 2018
Minutes Distribution Date: October 3, 2018

Page 2 of 2

- Introduce aquatic exercise programs for all ages, including more specifically, the elderly.
- Presently, Frost Park offers very good amenities to the community.
 - The Park needs some general update and improvements.
 - The skate park is only being utilized by people from other communities, but not from residents.
 - Members of the community walk around Frost Park at all times/dates of the year. A more improved network of sidewalks/walking paths must be included in any redesign.
- Event parking is important at Frost Park
 - Programming for the park should include parking for art shows, flea markets and motorcycle shows.
- The City must protect the parks that they currently have. Ownership should be retained by people and included in the City's charter.
- The City lacks waterfront parks to facilitate resident needs.
- Modern park programming should include STEM programs.
 - Interests and programs for aerospace engineering has been neglected and there are opportunities to partner with NASA for funding and programming to include such activities in the parks.
- Preserve as much park space as possible.
 - Any expansion to building facilities can occur on multiple floors to maintain park open space.
- The City's parks lack shelter to accommodate large outdoor areas for festivals.
 - Shade structures should be added and be able to house large groups of people.
- The Olsen Middle School Site is a candidate to have the old vacated building demolished.
 - The City should work with the school board to redevelop the site for a City park.
 - The City should work with the County School Board to build a new public pool facility that can be shared for school programs and City Park and Rec. programs.
- Since the beach area is shared by people of Broward and Dade Counties, the City should explore funding programs with the Counties to help improve and maintain the beach parks.
- While athletic programs are very important, Frost Park should incorporate programs for theater and the arts.
- Indoor recreational facilities, i.e. football, soccer, tennis should be constructed because of Florida's harsh summer and hurricane seasons.
- Any newly programmed rooms should be designed as multi-purpose, for flexibility, to respond to evolving park programming trends and community needs.

At the end of the discussion, Eric Brown concluded the meeting and offered the final comments that The City has no plans to remove any existing park lands from the City. Through the Master Planning process, he stated the City only wants to enhance and add to the Parks and Rec. Department. The community has been encouraged to participate in this process to better determine what their needs are and are encouraged to continue participating in the meetings and workshops.

A conscientious effort has been made to accurately summarize discussions topics and direction given. If for any reason it is deemed that the summary is inaccurate, unclear or inaccurately misrepresents discussion topics, it was unintentional. To correct any misrepresentation, the author should be contacted in writing within five business days from the date of original distribution as stated above. Since the topic and nature of this summary is important to the successful completion of the project, recipients are encouraged to forward the minutes to any and all interested parties.

www.bermelloajamil.com 2601 South Bayshore Drive · Suite 1000 · Miami, Florida 33133 USA · (phone) +1 305.859.2050

MEETING MINUTES: PUBLIC WORKSHOP (CENTRAL NEIGHBORHOOD SECTOR)



Page 1 of 3

MEETING MINUTES

To:	Eric Brown – Dania Beach, Director of Parks and Recreation Department
From:	Alfredo Sanchez – B&A, Project Manager
CC:	Randy Hollingworth – B&A, Director of Landscape Architecture and Planning
Project:	Dania Beach City-Wide Parks Master Plan
RE:	Public Workshop: Central Neighborhood Sector
Meeting Date:	October 3 rd , 2018
Location of Meeting:	CW Thomas Park
Distribution Date:	October 4 th , 2018
BA Project No.:	18048.00 Dania Beach City-Wide Parks Master Plan
Participants:	Eric Brown – Dania Beach, Director of Parks and Recreation Department Katia Borden – Dania Beach, Public Information Officer Randy Hollingworth – B&A Director of Landscape Architecture and Planning Alfredo Sanchez – B&A Project Manager Joshua Rak – B&A Senior Planner

The Public Workshop for the Dania Beach City-Wide Parks Master Plan (Central Neighborhood Sector) was held at CW Thomas Park, on October 3, 2018. Below is a summary of the presentation and input from participants that was offered at the workshop:

1. The project team, including staff members of the City and B&A were introduced to the attendees of the workshop.
2. B&A made a Community Workshop Presentation that covered the following information:
 - a. Firm Profile and Introduction
 - b. Summary of relevant project experience related to B&A's park master planning portfolio
 - c. Parks existing conditions evaluation for the Eastern Neighborhood Sector, which included the following parks:
 - CW Thomas Park
 - Mildred V. Jones Park
 - Northside Melaleuca Park
 - Mullikin Park
 - SW Community Center
 - Chester Byrd Park
 - d. Project schedule and milestones

Following the presentation, public discussion commenced, and the following comments were made:

3. How does the City change the perception of a park, so that people find it safe again and come back to use it?
 - a. Redesigned lighting, furnishing, amenities and new programs will change the perception of a park.

www.bermelloajamil.com 2601 South Bayshore Drive - Suite 1000 Miami, Florida 33133 USA - (phone) +1 305.859.2050

Dania Beach City-Wide Parks Master Plan
Public Workshop: Central Neighborhood Sector Minutes
Meeting Date: October 3, 2018
Minutes Distribution Date: October 4, 2018

Page 2 of 3

- b. The physical appearance of designed gates that remain open during the day and closed at night, rather than chain link fencing, which promotes a negative sense of enclosure helps also.
4. The community's fondest memories of the park were days that social gatherings revolved around a trip to the park.
 - a. Hair braiding parties
 - b. Softball/baseball games
 - c. Splash parties in the summer
5. While it cannot be expected to have a pool at all parks, please introduce water features/fountains so that neighborhoods have a place to cool down.
6. While police presence is important around the parks, the youth only see police when something negative is happening. The City's police force should try for positive interaction with the community and their children.
 - a. The neighborhoods should build a sense of family and community around the parks and the police should be a positive part of that family.
7. The community sees the need for 24-hour security at Chester Byrd Park.
 - a. While 24-hour security seems like the only solution, the City and Parks/Rec. Department feel that through this process, improvement to the park and its programs will change the perception of the park and make it an unsuitable place for the negative activities to persist.
8. There should be "peace parks" incorporated into the new programming of the parks.
 - a. This concept reserves very natural/ highly landscaped areas for passive activities, such as meditation so that people can improve their inner peace and also, peace amongst themselves in the community.
 - b. These parks should have special landscaping, benches and seating areas, more serene lighting and limited active uses.
9. In the past, CW Thomas Park occupied the NE 2nd ROW to the north, with basketball courts.
 - a. The community would like to see an expansion of the park to occupy that area today.
10. CW Thomas Park should receive the same opportunities and resources dedicated to the other parks in the City.
11. All of the parks in the City should be programmed with very advanced park amenities that push the limits of the user and challenges them, which builds physical and other motor skills.
 - a. Climbing apparatus, zip lines (Not just monkey bars and swings)
12. Facility at CW Thomas should incorporate indoor basketball courts, to provide relief from heat and rain season.
13. Parks should incorporate more family-oriented programs.
 - a. Spaghetti Night
 - b. Mother/Son Dances
 - c. Father/Daughter Dances
14. The City envisions CW Thomas evolving to include indoor courts, child activity rooms and also senior multi-purpose rooms, all overlooking the park fields.
15. It is imperative that everyone in the city participates in the survey.
 - a. Have your voice be heard and ideas incorporated into the future of the parks system.
16. Improved playing surfaces should be installed on all fields (preferably turf)
 - a. Rain/hurricane season make the fields unplayable and the kids slip in the mud.
17. The City would like to see a space reserved for a full-sized competition running track, where it can be incorporated.
 - a. Install walking trails and tracks within the park or above new gymnasium.
18. With the City in a good place financially, it is the intention to make sure that 2-3 parks/year are budgeted for improvement.
 - a. Improvements should be equal and impactful for all neighborhoods the same.

www.bermelloajamil.com 2601 South Bayshore Drive - Suite 1000 Miami, Florida 33133 USA - (phone) +1 305.859.2050

Dania Beach City-Wide Parks Master Plan
Public Workshop: Central Neighborhood Sector Minutes
Meeting Date: October 3, 2018
Minutes Distribution Date: October 4, 2018

Page 3 of 3

At the end of the discussion, Eric Brown concluded the meeting and offered the final comments that The City assuring attendees that the City is committed to improving the park system and that working with the residents is the best way to ensure that they do something positive in the community.

A conscientious effort has been made to accurately summarize discussions topics and direction given. If for any reason it is deemed that the summary is inaccurate, unclear or inaccurately misrepresents discussion topics, it was unintentional. To correct any misrepresentation, the author should be contacted in writing within five business days from the date of original distribution as stated above. Since the topic and nature of this summary is important to the successful completion of the project, recipients are encouraged to forward the minutes to any and all interested parties.

MEETING MINUTES: PUBLIC WORKSHOP (WESTERN NEIGHBORHOOD SECTOR)



Page 1 of 3

MEETING MINUTES

To:	Eric Brown – Dania Beach, Director of Parks and Recreation Department
From:	Alfredo Sanchez – B&A, Project Manager
CC:	Randy Hollingworth – B&A, Director of Landscape Architecture and Planning
Project:	Dania Beach City-Wide Parks Master Plan
RE:	Public Workshop: Central Neighborhood Sector
Meeting Date:	October 4 th , 2018
Location of Meeting:	P.J. Meli Aquatic Center
Distribution Date:	October 5 th , 2018
BA Project No.:	18048.00 Dania Beach City-Wide Parks Master Plan
Participants:	Eric Brown – Dania Beach, Director of Parks and Recreation Department Katia Borden – Dania Beach, Public Information Officer Hakeem Ismail – Recreation Program Manager CW Thomas Park Mark Jensen – Recreation Program Manager P.J. Meli Aquatic Center Randy Hollingworth – B&A Director of Landscape Architecture and Planning Alfredo Sanchez – B&A Project Manager

The Public Workshop for the Dania Beach City-Wide Parks Master Plan (West Neighborhood Sector) was held at P.J. Meli Aquatic Center, on October 4, 2018. Below is a summary of the presentation and input from participants that was offered at the workshop:

1. The project team, including staff members of the City and B&A were introduced to the attendees of the workshop.
2. B&A made a Community Workshop Presentation that covered the following information:
 - a. Firm Profile and Introduction
 - b. Summary of relevant project experience related to B&A's park master planning portfolio
 - c. Parks existing conditions evaluation for the Western Neighborhood Sector, which included the following parks:
 - P.J. Meli Aquatic Center
 - Griffin Marine Park
 - Dania Cove Park
 - Tiger Tail Dog Lake
 - d. Project schedule and milestones

Following the presentation, public discussion commenced, and the following comments were made:

3. What goes into a dog park?
 - a. First of all fencing for small and large dogs, equipment for dogs to play; for persons shade, seating, creating a pleasant place where to be.

www.bermelloajamil.com 2601 South Bayshore Drive · Suite 1000 · Miami, Florida 33133 USA · (phone) +1 305.859.2050

Dania Beach City-Wide Parks Master Plan
Public Workshop: West Neighborhood Sector Minutes
Meeting Date: October 4, 2018
Minutes Distribution Date: October 5, 2018

Page 2 of 3

4. There is a need to create an entrance from the south to the street that accesses the park. It is very difficult to access the park from the south as one has to go all the way around to the major streets; to WS 40th Ave or SW 31st Avenue, go on Griffin Road and then access south to 28th Terrace.
 - a. A pedestrian/bicycle access could suffice
5. Same situation with the area to the north where the street abuts the park but the neighbors have to go to Griffin Road and then down 28th Terrace to reach the park.
6. Dania Cove Park – Noise of airplanes landing creates a difficult situation.
 - a. Constructing a bridge across the canal entrance would connect the two halves of the park which are now segmented and do not allow a completed circuit for pedestrians.
 - b. There is an Indian mound on the northeast end of the park. A cultural/educational opportunity exists.

At the end of the discussion, Eric Brown concluded the meeting and offered the final comments that The City assuring attendees that the City is committed to improving the park system and that working with the residents is the best way to ensure that they do something positive in the community.

A conscientious effort has been made to accurately summarize discussions topics and direction given. If for any reason it is deemed that the summary is inaccurate, unclear or inaccurately misrepresents discussion topics, it was unintentional. To correct any misrepresentation, the author should be contacted in writing within five business days from the date of original distribution as stated above. Since the topic and nature of this summary is important to the successful completion of the project, recipients are encouraged to forward the minutes to any and all interested parties.

www.bermelloajamil.com 2601 South Bayshore Drive · Suite 1000 · Miami, Florida 33133 USA · (phone) +1 305.859.2050



PREPARED BY:



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 RECLASSIFICATION OF THE PUBLIC SERVICES DEPARTMENT PROJECT ASSOCIATE ENGINEER TO A CAPITAL IMPROVEMENTS PROJECT ("CIP") AND GRANTS ADMINISTRATOR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Position Reclassification of Project Associate Engineer, R-2019- Reclassification of Public Services Project Associate Engineer to CIP and Grants Administrator



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: July 30, 2019

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

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Fernando J. Rodriguez, Public Services Director

CC: Paula Morell, Human Resources Director

SUBJECT: POSITION RECLASSIFICATION OF PROJECT ASSOCIATE ENGINEER TO CIP AND GRANTS ADMINISTRATOR

The Public Services Department's (PSD) evolving role in critically important areas such as capital projects has led to a need for a project administrator position. Currently, the city's Capital Improvement Projects program (CIP) is carried out in a decentralized fashion. Some CIP management is provided by two individuals within PSD, while other portions are handled outside the department. This fragmented approach to managing the CIP program is not optimal, as it clearly lacks central coordination, accountability, and monitoring required for multiple, complex and diverse projects.

Given that funding for capital projects frequently comes from a diverse array of grant funding sources, this is another important area that PSD needs to adequately address. There currently is no dedicated grant administrator within the city, and certainly no focused effort on CIP oriented grants. This limits the city's effectiveness in obtaining available funding for projects.

Based on the above requirements, and the fact that the vacant Project Associate Engineer's (PAE) position duties can be largely covered by the PSD Assistant Director, it is recommended that the current PAE position be reclassified to CIP and Grants Administrator. This position will manage and coordinate both CIP projects and associated grants. While it is not expected that the incumbent will have a project manager role in *all* projects, he/she will work closely with the

\continued...

MEMORANDUM

SUBJECT: POSITION RECLASSIFICATION OF PROJECT ASSOCIATE ENGINEER TO CIP AND GRANTS ADMINISTRATOR

Page 2 o 2

in-house staff and consultants directly managing work within the CIP. Similarly, the compliance with all grant requirements such as reporting, ensuring timeliness, and meeting deadlines.

This cohesive, one-manager structure for all CIP projects and related grants will provide a more effective and efficient approach for the city's efforts to achieve significant improvements in infrastructure, facilities and other important areas as our current approach is not effective nor does it provide for the needed accountability factor. Our City has great potential and in order for that potential to be realized we must not conform with the status quo.

Please let me know if you have any questions or concerns regarding this recommendation.

Approval:

A handwritten signature in blue ink, appearing to read 'Ana Garcia', followed by a horizontal line.

Ana M. Garcia, ICMA-CM, City Manager

RESOLUTION NO. 2019-082

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RECLASSIFICATION OF THE PUBLIC SERVICES DEPARTMENT PROJECT ASSOCIATE ENGINEER TO A CAPITAL IMPROVEMENTS PROJECTS ("CIP") AND GRANTS ADMINISTRATOR; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has begun planning and work on a number of complex and high-impact projects in areas that include stormwater drainage, water distribution, sanitary sewer and water treatment; and

WHEREAS, the number of projects to be undertaken will expand over the coming years as the City of Dania Beach continues to attract development and endeavors to improve and modernize its aging infrastructure; and

WHEREAS, a major source of funding for many of these projects comes from grant opportunities at the county, state and federal levels; and

WHEREAS, there is currently no single staff position in place that fulfills the leadership, organizational, and administrative role required to properly manage the substantial and long-term CIP program and grants administration effort that the City requires; and

WHEREAS, the Public Services Department has made organizational changes that will allow for the current Project Associate Engineer position to be reclassified to a CIP and Grants Administrator position; and

WHEREAS, this position's salary is in alignment with the Compensation and Classification Study previously approved by the City Commission, pursuant to Resolution No. 2019-062 on June 25, 2019;

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

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

Section 2. That the City Commission approves the reclassification of the Public Services Department's previously approved position of Project Associate Engineer to a CIP and Grants Administrator.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on July 30, 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)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DNIA BEACH, FLORIDA, AWARDDING A BID RELATED TO INVITATION TO BID (ITB NO. 19-004) TO SAGARIS CORPORATION FOR MULTIMODAL ENHANCEMENTS IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED FIFTY NINE THOUSAND ONE HUNDRED NINETY NINE DOLLARS AND FORTY CENTS (\$459,199.40); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

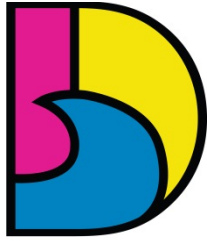
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

COMM-MEMO-AWARD-BID (Fin Rev 7-23-19), R-2019- Sagaris Corporation Bid Award for Multimodal Enhancements (ITB 19-004), Copy of ITB #19-004 Review Committee Tabulation Sheet (2), Bid Tabulation Form - ITB #19-004 (5)



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: July 30, 2019

TO: Honorable Mayor and Commissioners

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

FROM: Fernando Rodriguez, Public Services Director

RE: Authorization to Award BID ITB#19-004 "City of Dania Beach Multimodal Enhancements"

Request

City administration is requesting permission to award BID#ITB19-004 "City of Dania Beach Multimodal Enhancements" to Sagaris Corp., in the amount of \$459,199.40. The project scope consists of constructing stamped asphalt crosswalks, including associated striping, signage, and miscellaneous pedestrian improvements, at 25 intersections throughout the Sun Gardens Neighborhood.

Background

Bids for the "City of Dania Beach Multimodal Enhancements" Project were advertised on March 8, 2019 in the Sun Sentinel, the City's website and on Demand-Star. A mandatory pre-bid conference was subsequently held on March 21, 2019.

The City received three responses, which were opened publicly at 10:30 a.m. on May 17, 2019. On July 8, 2019, the bid evaluation committee reviewed all three bids and found the two apparent lowest bidders, Sagaris Corp. and Florida Engineering & Development Corp., to be responsive and responsible. The apparent highest bidder, DP Development of the Treasure Coast, LLC, was found to be unresponsive due to omission of a missing Certificate of Insurance and a number of the exhibits that were required to be submitted along with the bid. The lowest bidder was Sagaris Corp., a local construction firm that has bid on City projects previously. All references for Sagaris Corp. were positive. Based on this process the evaluation committee recommends award of the project to the lowest responsive and responsible bidder, Sagaris Corp. in the amount of \$459,199.40.

The City successfully applied for Transportation Alternative Program (TAP) grant through the Local Agency Program which resulted in \$344,379.00 to be available to partly fund this project, requiring that the \$114,820.40 balance of construction costs be funded by the City.

Budgetary Impact

Funding is available and appropriated in the Grants Fund Tap Transportation Alternative Account# 103-39-59-541-63-10. This account has a current balance of \$518,175.00.

Recommendation

City Administration recommend that the City Commission award BID ITB#19-004 "City of Dania Beach Multimodal Enhancements" Project to Sagaris Corp. in the amount of \$459,199.40, and authorize and direct the City Manager to execute same.

RESOLUTION NO. 2019-083

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AWARDING A BID RELATED TO INVITATION TO BID (ITB NO. 19-004) TO SAGARIS CORPORATION FOR MULTIMODAL ENHANCEMENTS IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED FIFTY NINE THOUSAND ONE HUNDRED NINETY NINE DOLLARS AND FORTY CENTS (\$459,199.40); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 11, 2018, the City Commission approved Resolution No. 2018-168 authorizing and approving the Local Agency Program (“LAP”) Agreement between the City of Dania Beach and the Florida Department of Transportation (“FDOT”) relating to Transportation Alternatives Program (“TAP”) grant funding applied for by the Dania Beach Community Redevelopment Agency for the Dania Beach City Wide Improvements Project; and

WHEREAS, in furtherance of this project, the City posted and advertised Invitation to Bid (“ITB”) No. 19-004 City of Dania Beach Multimodal Enhancements Project on the City of Dania Beach website, DemandStar and in the Sun-Sentinel newspaper on March 8, 2019; and

WHEREAS, a mandatory pre-bid was held on March 21, 2019; and

WHEREAS, the bid opening was held on Friday, May 17, 2019 at 10:30 a.m.; three bidders submitted their respective bids; and

WHEREAS, the Evaluation Committee held a meeting on July 8, 2019 at 10:30 a.m. at City Hall to evaluate the three proposals received; and

WHEREAS, one bid was found to be unresponsive; and

WHEREAS, the lowest and most responsive bidder was Sagaris Corporation; and

WHEREAS, the Evaluation Committee recommends awarding the bid to Sagaris Corporation, in an amount not to exceed Four Hundred Fifty Nine Thousand One Hundred Ninety Nine Dollars and Forty Cents (\$459,199.40);

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

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

Section 2. That the City of Dania Beach, Florida awards the bid for ITB No. 19-004 “City of Dania Beach Multimodal Enhancements Project” to Sagaris Corporation in an amount not to exceed Four Hundred Fifty Nine Thousand One Hundred Ninety Nine Dollars and Forty Cents (\$459,199.40);

Section 3. That the proper City officials are authorized to execute an Agreement with Sagaris Corporation.

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

Section 5. That funding is planned and appropriated in the Grants Fund TAP Transportation Alternative Account No.103-39-59-541-63-10.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on July 30, 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

ITB REVIEW COMMITTEE TA

ITB NUMBER:

ITB TITLE:

DATE:

	Response 1
Submittal Required Forms	DP Development of the Treasure Coast LLC
1 COI	NO
2 Attend Mandatory Meeting	YES
3 Exh. A Bidder Qualifications	YES
4 Exh. B Bid Form	YES
5 Exh. E Bidder's Questionnaire	YES
6 Exh. F Public Entity Crimes Statement	YES
7 Exh. H Non-Collusion Affidavit	YES
8 Exh. I Independence Affidavit	YES
9 Exh. J References	YES
10 Exh. K Bid Bond	YES
11 Exh. M Acknowledgment of Addenda	YES
12 Exh. N Certification to Accuracy of Bid	YES
13 Exh. O Trench Safety Act Conformance	YES
14 Exh. P Drug-Free Workplace Cert.	YES
15 Exh. Q Contract Provisions	NO
16 Exh. R Title Vi/EEO	NO
17 Ext. S Federal Documents - 8 Forms	NO
1 Original, 4 Copies, 1 CD	YES
Deemed Responsive?	NO
TOTAL BID	\$525,474.07

AWARD RECOMMENDATION:

After review of the proposals submitted, City of Dania Beach recommends awarding the contract to DP Development of the Treasure Coast LLC for a total of \$459,199.40.

REVIEW COMMITTEE

Carl Kallicharan, Landscape Maintenance Manager

Curt A. Keyser, P.E. Acting City Engineer

Rickelle Williams, Director, Community Redevelopment Agency

Tania Stevens, Senior Accountant/Purchasing Coordinator, Finance Department

BULATION SHEET

19-004

CITY OF DANIA BEACH MULTIMODAL ENHANCEMENTS

JULY 8, 2019 AT 10:30 A.M.

Response 2	Response 3
Florida Engineering & Development Corp.	Sagaris Corp.
YES	YES
YES	YES
YES	YES
YES	YES
YES	YES
YES	YES
YES	YES
YES	YES
YES	YES
YES	YES
YES	YES
YES	YES
YES	YES
YES	YES
YES	YES
YES	YES
YES	YES
YES	YES
YES	YES
YES	YES
\$497,507.64	\$459,199.40

Staff will recommend award to Sagaris Corp. of Coral Springs, Florida in the amount of

٢٠

TIME: 10:30 A.M.

4

Exhibits:

- A = Bidder Qualifications**
- B = Bid Form**
- E = Bidder's Questionnaire**
- F = Public Entity Crimes Statement**
- H = Non-Collusion Affidavit**
- I = Independence Affidavit**
- J = References**
- K = Bid Bond**
- M = Acknowledgment of Addenda**
- N = Certification to Accuracy of Bid**
- O = Trench Safety Act Conformance**
- P = Drug-Free Workplace Cert.**
- Q = Contract Provisions**
- R = Title VI / EEO**
- S = Federal Documents – 8 Forms**

[illegible]

BID TABULATION FORM

BID OPENING DATE: **FRIDAY, MAY 17, 2019**

TIME: 10:30 A.M.

PROJECT NAME: **ITB #19-004 "CITY OF DANIA BEACH MULTIMODAL ENHANCEMENTS"**

Exhibits: A = Bidder Qualifications
 B = Bid Form
 E = Bidder's Questionnaire
 F = Public Entity Crimes Statement
 H = Non-Collusion Affidavit
 I = Independence Affidavit
 J = References
 K = Bid Bond
 M = Acknowledgment of Addenda
 N = Certification to Accuracy of Bid
 O = Trench Safety Act Conformance
 P = Drug-Free Workplace Cert.
 Q = Contract Provisions
 R = Title VI / EEO
 S = Federal Documents – 8 Forms

	VENDOR	Attend Mandatory Meeting	1 Orig. 4 Copies 1 CD	COI	Exh. A	Exh. B	Exh. E	Exh. F	Exh. H	Exh. I	Exh. J	Exh. K	Exh. M	Exh. N	Exh. O	Exh. P	Exh. Q	Exh. R	Exh. S 8 Forms	Total Base Bid Cost
3.	Sagaris Corp. 1847 N. University Drive Coral Springs, FL 33071 Contact: Mehrdad Mahmoudi 954-605-8204 mehrdad@sagariscorp.com	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$459,199.40

AFTER THE BID OPENING, THE BIDS WERE TURNED OVER TO THE FOLLOWING FOR FURTHER REVIEW AND TABULATION:

Carl Kallicharan, Acting Public Services Director

Curt A. Keyser, P.E. Acting City Engineer

Rickelle Williams, Director, Community Redevelopment Agency

Tania Stevens, Senior Accountant/Purchasing Coordinator, Finance Department

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, "OFFENSES-MISCELLANEOUS," OF THE CITY'S CODE OF ORDINANCES BY REPEALING ARTICLE IV, "NOISE" AND REPLACING WITH A NEW ARTICLE IV, "NOISE" TO PROVIDE TERMINOLOGY, PROHIBIT CERTAIN NOISES, EXEMPT CERTAIN NOISES, LIMIT THE UNREASONABLE AND EXCESSIVE LEVELS OF NOISES AND PLAINLY AUDIBLE NOISES IN CERTAIN CIRCUMSTANCES, PROVIDE TEMPORARY NOISE PERMITS; PROVIDE ENFORCEMENT STANDARDS, PENALTIES, AND REMEDIES
(SECOND READING)

Purchasing Requests ONLY

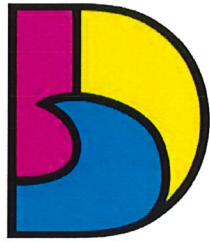
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

Memo to CM re Amend Noise Ordinance - Second Reading, O-2019-009 Amending Ch. 17 by Repealing Art. IV and Replacing with New Art. IV Noise SECOND READING



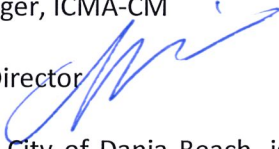
DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: June 30, 2019

TO: Honorable Mayor and Commissioners

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

VIA: Marc C. LaFerrier, AICP, Director 

RE: **TX-96-19:** The applicant, City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances regarding noise. (Second Reading)

The Request

TEXT AMENDMENT

Approval of an amendment to the City's Code of Ordinances to improve the standards and enforcement of noise related disturbances to our residents and visitors.

Background

Staff proposes to amend the City's current noise ordinance which hasn't been updated since 1984. The intent of the new ordinance is to simplify standards for noise violations and improve enforcement capabilities that will enhance the quality of life for residents, businesses and visitors of the City.

At the first reading of the proposed ordinance, members of the Commission had numerous questions regarding the applicability, effectiveness, and enforcement of the proposed noise regulations. Subsequently, staff researched noise regulations from additional cities and found that the City of Hollywood's regulations are enforceable, effective and can be implemented without the need for decibel meters, certifications or measurements.

The revised proposed noise ordinances utilizes the City of Hollywood's standards and includes the City of Dania Beach's recently adopted regulations for construction activity. The noise ordinance proposed for second reading removes: requirements for decibel and linear measurements, certified personnel and time restrictions. The proposed ordinance includes: 24 hour applicability, simplified noise standards, applicability to multifamily units, standards for public properties, defined exemptions, and additional restrictions for construction activity.

Budgetary Impact

No budgetary impacts

Recommendation

Approve the proposed Code Amendment for the second reading.

ORDINANCE NO. 2019-009
SECOND READING

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 17, "OFFENSES-MISCELLANEOUS," OF THE CITY'S CODE OF ORDINANCES BY REPEALING ARTICLE IV, "NOISE" AND REPLACING WITH A NEW ARTICLE IV, "NOISE" TO PROVIDE TERMINOLOGY, PROHIBIT CERTAIN NOISES, EXEMPT CERTAIN NOISES, LIMIT THE UNREASONABLE AND EXCESSIVE LEVELS OF NOISES AND PLAINLY AUDIBLE NOISES IN CERTAIN CIRCUMSTANCES, PROVIDE TEMPORARY NOISE PERMITS; PROVIDE ENFORCEMENT STANDARDS, PENALTIES, AND REMEDIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the City Commission of the City of Dania Beach ("City Commission") finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, effectively controlling noise pollutions and infractions of the previously existing noise ordinance has been a recurring issue in the City; and

WHEREAS, the purpose of this Ordinance is to provide the enforcement officers with a clear delineation of enforcement procedures and with concise guidelines for regulating noise within the City by providing specific prohibited noises, temporary noise permits, and determining enforcement responsibilities; and

WHEREAS, the purpose of this Ordinance is to provide for an enforcement mechanism which will include a "plainly audible" standard of sound measurement for violating noises; and

WHEREAS, pursuant to Section 166.041 (c)(2), Florida Statutes, notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed Ordinance and of the time and date of the public hearing; and

WHEREAS, a public hearing was held before the City Commission pursuant to the published notice described above; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the City.

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

Section 1. That the preceding “Whereas” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Article IV, entitled “Noise” of Chapter 17, “Offenses – Miscellaneous,” is repealed in its entirety.

Section 3. That Article IV, entitled “Noise” of Chapter 17, “Offenses – Miscellaneous” of the City Code of Ordinances is created to read as follows:

ARTICLE IV. - NOISE

Sec. 17-79. - Scope.

The provisions of this article shall apply to the control of all sound originating within the geographical limits of the City and outside the City limits, within all territory to which the jurisdiction of the City extends.

Sec. 17-80. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

AMPLIFIED SOUND. Sound augmented by any electronic means which increases the sound level or volume.

BUSINESS ESTABLISHMENT. Any commercial establishment, including but not limited to any establishment required to obtain any food or beverage license, or a license for service of alcoholic beverages.

COMPLAINT. A specific request for investigation of a suspected violation of this chapter. The complaint may include but is not limited to the following:

- 1) The name, address and telephone number of the complainant.
- 2) The approximate date and time when the violation occurred.
- 3) A brief statement outlining the nature of the violation.
- 4) Any indication whether the complainant requested the violator(s) to desist.
- 5) If known, the name, address and location where the violation is occurring or has occurred.

COMPLAINANT. Any owner, lessee, manager or person with a legal interest in a receiving property who reports being disturbed by sound heard inside of a residence or place of business upon the receiving property and not originating therefrom.

ENFORCEMENT OFFICER. Any code compliance inspector or law enforcement officer.

PERSON. Any individual, corporation, partnership, association or other legal entity or any agent or employee of any such entity.

PLAINLY AUDIBLE. Able to be clearly heard by a person of normal sensibilities using only unaided auditory senses. Plainly audible shall refer to a sound heard at a volume level above that of normal conversation and shall not include sounds which are just barely audible. With respect to music, the detection of a rhythmic base reverberating type sound, beat or cadence shall be deemed plainly audible.

PROPERTY LINE. An imaginary line along the ground surface, and its vertical extension, which separates the real property owned or possessed by a person from that owned or possessed by another person, including intra-building divisions.

RECEIVING PROPERTY. Any residence or place of business into which sound, not originating therefrom, is traveling and is audible.

RESIDENCE. Any occupied room or rooms connected together containing sleeping facilities, including but not limited to single and multiple family homes, townhomes, apartments, condominium units, hotel and motel rooms.

SOUND SOURCE. The place from which sound emanates, including without limitation, a speaker, loud speaker, or other sound producing instrument or sound from a person.

UNREASONABLY LOUD. Uninvited noise shall be deemed unreasonably loud if it is plainly audible inside of a receiving property across a property line and causes actual interference with a business, a person's peaceful enjoyment of a residence or the peace and tranquility of the surrounding neighborhood.

UNINVITED NOISE. Noise not originating on the receiving property.

Sec. 17-81. – Unreasonably loud noise prohibited.

It shall be unlawful for any person or business to cause or permit to originate from the real property he, she, or it controls, any sound which crosses a property line at a volume which is unreasonably loud.

Sec. 17-82. - Responsibility for compliance.

Any person owning or having responsibility for management of a business establishment or premises, however temporarily, any performer or disc jockey producing sound upon any business establishment or premises, any person playing music, any person having control of volume knobs or levels, and the business as named on the business tax receipt, shall be responsible for compliance and shall be responsible for any violations of this chapter.

Sec. 17-83. – Additional sound limitation for public property.

Except for those activities and events which are exempt pursuant to Section 17-85 of this Article, no person shall on any public street or sidewalk, park, beach or other public property, or in any motor vehicle located on any public street or property, use, operate or play any radio, phonograph, stereo set, tape or CD player, television, sound amplifier, or other audio device which produces or reproduces amplified sound, at a level which is plainly audible at a distance more than thirty (30) feet from the sound source,

Sec. 17-84. – Construction activity.

Construction work is allowed between the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. Saturdays. No construction activities are allowed on Sundays and holidays or any days and times not provided in Section 17-84, except for emergency work approved by the Community Development Director or as provided by a special permit.

- A. 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.
- B. Special permits for construction activity: Any person desiring relief from this provision of this Article may apply for a special permit to extend the hours of work. 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 two hundred dollars (\$200.00) shall accompany the application. The City Manager shall grant the special permit upon a showing by the applicant that:
 - 1. The application has been approved by the Community Development Director, and
 - 2. The activity will be conducted in a manner that mitigates, limits and minimizes excessive sound levels by using all available measures.

Sec. 17-85. - Exemptions.

The following activities shall be exempt from the requirements of and from the enforcement provisions in this Article:

- (a) Radios, sirens, horns and bells and other sounds created by police, fire and other emergency response vehicles.
- (b) Screams for emergency assistance and warning calls.
- (c) Fireworks displays, parades, special events and other activities for which a valid permit has been obtained, within such hours and in accordance with such restrictions as may be imposed as conditions for the issuance of a permit.
- (d) Noise generated as the result of emergency work or from activities permitted under a special permit.
- (e) Noise generated by motor vehicles as defined in Florida Statutes Section 320.01, as may be amended and noise resulting from the operation of vessels when operated in compliance with the limitations set forth in Florida Statutes Section 327.65.
- (f) Noise emanating from the unamplified conversations of person(s) on public streets and sidewalks.
- (g) Fire alarms and burglar alarms, bells and chimes of churches or other religious institutions; however, false fire or burglar alarms shall be subject to enforcement procedures and penalties as set forth in Article VII, "Emergency Alarm Systems" of Chapter 8 of the City Code of Ordinances.
- (h) Locomotives and other railroad equipment and aircraft, to the extent that city regulations are preempted by federal provisions.
- (i) Activities on or in municipal and school athletic facilities and on or in publicly owned property and facilities, when such activities have been authorized by the public authority which owns the properties or facilities or their agent, except where such publicly owned properties are under private operation pursuant to a lease, agreement or other arrangements.
- (j) Noise in, adjacent to or adjoining residential areas, generated as the result of the operation of sanitation equipment.
- (k) Noise emanating from a business establishment which is providing musical entertainment within permitted hours of operation and is located within the Dania Pointe Entertainment District.

Sec. 17-86. - Enforcement.

- (a) An Enforcement Officer shall investigate complaints regarding violations of this chapter. If compliance is not accomplished, and any violation of this chapter is subsequently witnessed by an Enforcement Officer, a violation may be enforced as provided by law.
- (b) The Notice of Violation is to include the date and time of the violation, the nature of the violation, the name of the violator, notice informing the violator that the violation may result in the imposition of fines and liens as provided by law and that any repeat violation may result in the imposition of increased fines.

Sec. 17-86. - Alternate means of enforcement and penalties.

- (a) Anyone found in violation of this chapter may be subject to the penalties specified in the City Code of Ordinances.

- (b) As an alternative or additional means of enforcement, in order to maintain the peace and domestic tranquility of the surrounding neighborhood, the City may deny any applicable extended hours license pursuant to “Section 4-18.1 “Extended hours license” of the City Code of Ordinances.

Section 4. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to such extent of the conflict.

Section 6. That this Ordinance shall be codified in accordance with the foregoing. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the City of Dania Beach Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 7. That this Ordinance shall take full effect immediately upon its passage and adoption.

PASSED on first reading on June 25, 2019.

PASSED AND ADOPTED on second reading on July 30, 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: June 25, 2019

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE APPROVING THE DEVELOPMENT OF REGIONAL IMPACT ABANDONMENT REQUEST (OT-85-18) SUBMITTED BY JOHN D. VOIGT, ESQ. ON BEHALF OF THE DESIGN CENTER OF THE AMERICAS FOR PROPERTY LOCATED AT 1855 GRIFFIN ROAD, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A;" PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Continued from June 25, 2019)*

Purchasing Requests ONLY

Dept:

Acct #:

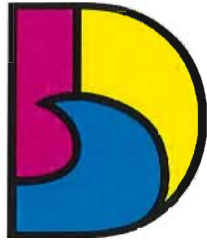
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

CM DCOTA DRI abandonment, SR DCOTA DRI abandonment, O-2019-010 DCOTA DRI Abandonment Request (OT-85-18), DCOTA DRI app & backup OPT



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: July 30, 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

RE: OT-85-18: The applicant, John D. Voigt, Esq., on behalf of the property owners, is requesting Abandonment of a Development of Regional Impact (DRI) for the property located at 1855 Griffin Road (FIRST READING).

The Request

To allow abandonment of a Development of Regional Impact (DRI) prior to build-out.

Background

On June 25, 2018 the City Commission continued this item to the July 30, 2019 City Commission meeting at the applicant's request.

The original Development Order approved in 1984, Ordinance No. 20, has been amended twelve (12) times. The amendments are recorded as City of Dania Beach Ordinances: 4-84; 22-84; 05-87; 02-88; 23-90; 47-91; 04-96; 2000-017; 2000-051; 2002-022; 2007-031; and 2011-018.

Budgetary Impact

No budgetary impacts, as build-out of the site will continue to occur.

Recommendation

Approve with conditions.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: July 23, 2019

TO: Marc C. LaFerrier, AICP, Director

FROM: Corinne Lajoie, AICP, Planning and Zoning Manager *Corinne Lajoie*

RE: **OT-85-18:** The applicant, John D. Voigt, Esq., on behalf of the property owners, is requesting Abandonment of a Development of Regional Impact (DRI) for the property located at 1855 Griffin Road (FIRST READING).

The Request

To allow the abandonment of a Development of Regional Impact (DRI) prior to build-out.

Property Information

EXISTING ZONING:	General Commercial District (C-4)
LAND USE DESIGNATION:	Commercial

Code Violations

There are no Code Compliance violations on record for the subject property.

The subject property is located on the south side of Griffin Road, immediately east of Interstate 95. The property is the current location of the Design Center of the Americas (DCOTA).

The original Development Order establishing the DRI was Ordinance No. 20, which has been amended twelve (12) times. The amendments are recorded as City of Dania Beach Ordinances: 4-84; 22-84; 05-87; 02-88; 23-90; 47-91; 04-96; 2000-017; 2000-051; 2002-022; 2007-031; and 2011-018.

ABANDONMENT OF DRI

On April 8, 2018, Florida's Governor signed into law a bill that removed the requirements for monitoring reports to be submitted to the Florida State Department of Economic Opportunity and the Regional Planning Councils. Monitoring reports are now only required to be submitted to the City. As a result of this new regulation, enforcement of DRI has been shifted to the cities.

DEVELOPMENT REVIEW COMMITTEE (DRC)

The abandonment of the DRI request was reviewed by the DRC on January 31, 2019 which includes personnel from the BSO Fire, Public Services, the City's Landscape consultant and Community Development Planning Division. The applicant has several outstanding staff comments which are provided below. These items are identified as requirements of the DIR that have not been complied with because the thresholds have not yet been reached to require compliance. As such, the remaining DRI requirements are listed as conditions of the Ordinance and are identified below.

1. The Monitoring Report for November 2015 – November 2018 identified the following items as not yet completed. Identify when the applicant proposed for these items to occur:
 - The City will withhold issuance of the respective certification of occupancy until the Applicant provides the City with a signed receipt or other documentary evidence indicating that the amount set forth below relating to the specific development approved by that certificate of occupancy has been paid to FDOT as provided below:
(2) Phase 3 Office Building (120,000 square feet) -\$45,640.60;
(3) Phase 4 Wholesale Showroom (190,889 square feet) -\$27,711.35.
 - That, prior to the issuance of any building permit for the additional 200,000 square feet of office floor area associated with the December 14, 2011 NOPC, the City will consult with the appropriate water supplier to ensure that adequate water supplies that will serve the new development will be available no later than the anticipated date of the Certificate of Occupancy. Any determination that adequate water supplies will be available will require the demonstration that the consumptive use permit has been issued to the City with sufficient allocation available to serve the new development, given all other existing commitments for that allocation. The "sufficiency allocation" in the consumptive use permit shall be defined consistent with the permit's limiting conditions as they exist at the time of the building permit issuance. Permitted projects may be issued a Certificate of Occupancy only upon demonstration by the City that adequate water supply exists within the City's current legal allocation.
 - That, prior to the issuance of any building permit for the additional 200,000 square feet of office floor area associated with the December 14, 2011 NOPC, the development will remove and replace 60 feet of sidewalk on Griffin Road (SR 818), commencing 320 feet west of the cross walk and continuing west for 60 feet. The sidewalk shall be 6" thick with a maximum cross slope of 2 percent running slope to match the roadway slope. Pedestrian access to and from all buildings on site and connecting to the roadway sidewalk are to be addressed as required by ADA.

Recommendation

Approve the ordinance on first reading with the DRC comments a conditions of approval.

ORDINANCE NO. 2019-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE DEVELOPMENT OF REGIONAL IMPACT ABANDONMENT REQUEST (OT-85-18) SUBMITTED BY JOHN D. VOIGT, ESQ. ON BEHALF OF THE DESIGN CENTER OF THE AMERICAS FOR PROPERTY LOCATED AT 1855 GRIFFIN ROAD, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A;" PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the City Code of Ordinances, Chapter 28 "Land Development Code" (the "LDC"), Part 6 "Development Review Procedures and Requirements," and Florida Statutes Section 380.6(11), John D. Voigt, Esq., on behalf of the Design Center of the Americas (the "Applicant"), has applied to the City of Dania Beach (the "City") for approval to abandon a Development of Regional Impact ("DRI") for the property located at 1855 Griffin Road (the "Property"), as legally described in Exhibit "A;" and

WHEREAS, City Ordinance No. 20 was adopted September 13, 1983 creating the DCOTA DRI; and

WHEREAS, pursuant to Florida Statutes Section 380.6(11), the City may abandon a DRI Development Order for an existing DRI upon request and showing that all required mitigation related to the amount of development which existed on the date of abandonment has been completed or will be completed under an existing permit or equivalent authorization issued by a government agency; and

WHEREAS, the Applicant has provided sufficient justification demonstrating compliance with the mitigation and the ongoing requirements of this section of the Florida Statutes; 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 DRI Abandonment (OT-85-18) is consistent with the LDC and Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. That pursuant to Chapter 28, the “Land Development Code,” Part 6 “Development Review Procedures and Requirements,” and Florida Statute 380.06(11), the DRI Abandonment (OT-85-18) request, a copy of which is attached and made a part of this Ordinance as Exhibit “B” is approved subject to the following conditions:

1. All requirements of Florida Statute Section 380.06(11)(b), including required mitigation as determined by the City, as follows:

A. The City will withhold issuance of the respective Certificate of Occupancy (the “CO”) until the Applicant provides the City with a signed receipt or other documentary evidence indicating that the amount set forth below relating to the specific development approved by the Certificate of Occupancy has been paid to Florida Department of Transportation (FDOT) as provided below:

(1) Phase 3 Office Building (120,000 square feet) -\$45,640.60;

(2) Phase 4 Wholesale Showroom (190,889 square feet) -\$27,711.35.

B. That, prior to the issuance of any building permit for the additional 200,000 square feet of office floor area associated with the December 14, 2011, NOPC, the City will consult with the appropriate water supplier to ensure that adequate water supplies that will serve the new development will be available no later than the anticipated date of the Certificate of Occupancy. Any determination that adequate water supplies will be available will require the demonstration that a consumptive use permit has been issued to the City with sufficient allocation available to serve the new development, given all other existing commitments for that allocation. The “sufficiency allocation” in the consumptive use permit shall be defined consistent with the permit’s limiting conditions, as they exist at the time of the building permit issuance. Permitted projects may be issued a Certificate of Occupancy only upon demonstration by the City that adequate water supply exists within the City’s current legal allocation.

C. That, prior to the issuance of any building permit for the additional 200,000 square feet of office floor area associated with the December 14, 2011, NOPC, the developer will remove and replace sixty (60) feet of sidewalk on Griffin Road (SR 818), commencing 320 feet west of the cross walk and continuing west for sixty (60). The sidewalk shall be six (6) inches thick with a maximum cross slope of two (2) percent running slope to match the roadway slope. Pedestrian access to and from all buildings on site and connection to the roadway sidewalk are to be addressed as required by American Disability Act (ADA).

2. All development following the DRI Abandonment must be fully consistent with the City's current Comprehensive Plan and applicable zoning.

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 undertake actions that result in a violation of state or federal law.

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

Section 5. That this Ordinance shall be in force and take effect immediately upon the recording by the City of a Notice of Abandonment pursuant to Florida Statute Section 28.222 with the Clerk of the Circuit Court of Broward County.

PASSED on first reading on July 30, 2019.

PASSED AND ADOPTED on second reading on _____, 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**

ALL OF PARCEL “A” DESIGN CENTER HOTEL/OFFICE COMPLEX, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 118, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 12.86 ACRES, MORE OR LESS.

TOGETHER WITH:

ALL OF PARCEL “A” DESIGN CENTER OF THE AMERICAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 119, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 30.9177 ACRES, MORE OR LESS.

Please note:

The acreages listed here for both parcels do NOT include the acreage from the plat that has been dedicated for Right-of-Way.

EXHIBIT “B”
DRI ABANDONMENT REQUEST (OT-85-18)

[illegible]

Corinne
Dec Notes

DCOTA DRI Abandonment request OT-85-18

1-23-19

Zoning designation = C-2/C-4

FLU designation = Commercial

REVIEW COMPLETE BY Corinne Lajoie (954) 924-6805 X 3704

1. ~~TRAFFIC STUDY~~: per Section 605-30(K), a traffic study is required for all development generating in excess of 50 peak hour trips. Provide estimated number of peak trips.

2. Must provide latest revised set of plans on disk prior to going to public hearing.

3. Applicant must obtain a statement from the City Engineer saying that the existing traffic circulation on and off site is sufficient and acceptable prior to public hearing.

4. Please e-mail resolution and legal description, prepared by an attorney, for development approval in word format to clajoie@daniabeachfl.gov four (4) weeks prior to public hearing.

5. 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 scheduled for public hearing. The form is available on the City's Web site, cost \$100 and takes 5 days to process.

6. Revise Monitoring Report to identify what is and what is not constructed from the DRI.

7. Revised Monitoring Report must be signed and sealed by an engineer or attorney confirming the information is accurate and complete.

8. The Monitoring Report for November 2015 – November 2018 identified the following items as not yet completed. Identify when the applicant proposes for these items to occur:

- The City will withhold issuance of the respective certification of occupancy until the Applicant provides the City with a signed receipt or other documentary evidence indicating that the amount set forth below relating to the specific development approved by that certificate of occupancy has been paid to FDOT as provided below:
 - (1) Phase 3 Wholesale showroom (260,000 square feet) -\$37,493.46;
 - (2) Phase 3 Office Building (120,000 square feet) -\$45,640.60;
 - (3) Phase 4 Wholesale Showroom (190,1889 square feet) -\$27,711.35.

The applicant has paid FDOT the required \$37,493.46 described in Item V(1). The contributions described in Items V(2) and V(3) are not yet due (not constructed).

- That, prior to the issuance of any building permit for the additional 200,000 square feet of office floor area associated with the December 14, 2011 NOPC, the City will consult with the appropriate water supplier to ensure that adequate water supplies that will serve the new development will be available no later than the anticipated date of the Certificate of Occupancy. Any determination that adequate water supplies will be available will require the demonstration that the consumptive use permit has been issued to the City with sufficient allocation available to serve the new development, given all other existing commitments for that allocation. The "sufficiency allocation" in the consumptive use permit shall be defined consistent with the permit's limiting conditions as they exist at the time of the building permit issuance. Permitted projects may be issued a Certificate of Occupancy only upon demonstration by the City that adequate water supply exists within the City's current legal allocation.

Threshold has not been reached, no action is required.

Marc

Marc?

See Exhibit C on pg 14 of Existing Site Plan exhibit to be updated.
Is affidavit sufficient?

- That, prior to the issuance of any building permit for the additional 200,000 square feet of office floor area associated with the December 14, 2011 NOPC, the development will remove and replace 60 feet of sidewalk on Griffin Road (SR 818), commencing 320 feet west of the cross walk and continuing west for 60 feet. The sidewalk shall be 6" thick with a maximum cross slope of 2 percent running slope to match the roadway slope. Pedestrian access to and from all buildings on site and connecting to the roadway sidewalk are to be addressed as required by ADA.
Threshold has not been reached, no action is required.

Developers Agreement for future commitments?

- Process - does the ordinance have to go to P & Z first then City Com.

Conditions of Approval

- ① FDOT — Re: 0-47-91
Would FDOT accept \$ payments.
Is a CPT required?

Kristin to contact FDOT

- ② Section 5 (see Monitoring Report page 28)
Sidewalk.

Lajoie, Corinne

From: John Voigt <jdvoigt@aol.com>
Sent: Thursday, July 11, 2019 3:42 PM
To: Lajoie, Corinne
Cc: Kristen.Nowicki@kci.com
Subject: Re: DCOTA DRI
Attachments: Warning Printout.pdf

Good Afternoon Corinne,

I have spoken to the client about the pending code violation and they indicate that the tenant had a dispute with the contractor when the build-out of the space was 99% complete and the contractor walked off the job. The tenant has had to hire a new contractor to substitute the old contractor and finish the work and have the necessary inspections to get the C.O. Once this is completed, they have the necessary floor plan to obtain the Business Tax Receipt. They are hopeful that this will be completed well in advance of the July 30 city commission meeting date.

In the meantime, code enforcement advises us that it is not an actual violation but a warning only that was issued on June 25. Attached is a copy of that printout. My reading of Section 680-40 of the city code indicates the matter may not be scheduled for a public hearing if there is any delinquent financial payment due to the city or a lien on the property, neither of which is the case here. In 680-40(B) it states that if the "applicant or property owner has been cited for any code violations that have not been placed into compliance" then the matter may not be scheduled for a hearing. I would suggest that if only a warning was issued then there has been no code citation that should prohibit the scheduling for the city commission. Obviously, we would agree that any approval it would be contingent upon and not effective until the code matter was fully resolved to the city's satisfaction.

The unfortunate reality of the situation is that when you have numerous tenants, something like this could arise at any time when it is not the act or fault of the owner, but it is merely the owner's responsibility. I will keep you updated on the tenant's progress, since we are not able to actually remedy this ourselves. Please contact me should you have any questions.

John D. Voigt, Esq.
Doumar Allsworth et al
1177 SE 3rd Ave.
Fort Lauderdale, Fl. 33316-1109
(954) 762-3400 (office)
(954) 651-5444 (mobile)
(866) 242-9488 (toll free)
(954) 468-1469 (fax)

-----Original Message-----

From: Lajoie, Corinne <clajoie@daniabeachfl.gov>
To: John Voigt <jdvoigt@aol.com>
Cc: Kristen.Nowicki@kci.com <Kristen.Nowicki@kci.com>
Sent: Wed, Jul 10, 2019 2:11 pm
Subject: RE: DCOTA DRI

Good afternoon.

Last month the City Commission continued this item to the July 30th City Commission meeting. As such, I need your revisions by Monday, July 15th so we can process and send it to the City Manager by Friday the 19th. Thank you.

From: John Voigt [<mailto:jdvoigt@aol.com>]
Sent: Friday, June 28, 2019 3:51 PM
To: Lajoie, Corinne

Cc: Kristen.Nowicki@kci.com

Subject: DCOTA DRI

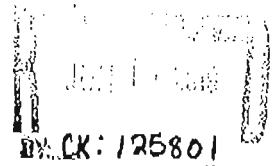
Corinne,

Attached is a copy of the eight Municipal Lien Search Request forms returned from the city. It appears that there are no liens on any of the eight parcels, although the seventh one in the list references a pending code violation. We have spoken to the code officer and attached is the printout. Apparently the tenant, Armazeh Design, in the main showroom building does not have a Business Tax Receipt. The management has spoken to the tenant and they are in the process of correcting this. Is there anything further you need on this?

John D. Voigt, Esq.
Doumar Allsworth et al
1177 SE 3rd Ave.
Fort Lauderdale, Fl. 33316-1109
(954) 762-3400 (office)
(954) 651-5444 (mobile)
(866) 242-9488 (toll free)
(954) 468-1469 (fax)



City of Dania Beach
 100 W Dania Beach Blvd
 Dania Beach, FL 33004
 954-924-8800 x3401 FAX: 954-922-8619
Municipal Lien Search Request



\$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: 6/19/19 FROM: John D. Voigt, Esquire
 PHONE: 954-762-3400 1177 S.E. 3rd Avenue
 FAX: 954-468-1469 Fort Lauderdale, FL 33316
 EMAIL: jdvoigt@aol.com
 PROPERTY FOLIO #: 5042 33 36 0013
 PROPERTY ADDRESS: 1805 Griffin Road, Dania Beach, FL 33004
 SELLER'S NAME: 1805 Griffin Road LLC

CITY OF DANIA BEACH WILL COMPLETE THE FOLLOWING INFORMATION:

- N/A Vacant lot

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 (YONO)

ACCT. #: _____ AMOUNT DUE: \$ _____ DEPOSIT: \$ _____ ACCOUNT CURRENT (YONO)

ACCT. #: _____ AMOUNT DUE: \$ _____ DEPOSIT: \$ _____ ACCOUNT CURRENT (YONO)

ADDITIONAL INFORMATION: _____

OTHER BALANCES/ACCOUNTS DUE:

☐ CODE VIOLATION: CASE# _____ CONTACT CODE ENFORCEMENT @ 954-924-8810

☒ OPEN BUILDING PERMITS MAY EXIST ON THIS PROPERTY. CONTACT BUILDING & ZONING @ 954-924-8805 or 954-924-8800 x3633

☐ A BUSINESS TAX RECEIPT MAY BE REQUIRED FOR THIS PROPERTY. CONTACT THE BUSINESS TAX DIV. 954-924-8800 x3401

☐ OTHER AMOUNTS DUE/PENDING. _____

PROPERTY AS REFERENCED IS CLEAR OF LIENS PLACED BY THE CITY OF DANIA BEACH: (X) NO

☐ PLEASE SEE ATTACHED LIEN CALCULATION(S)

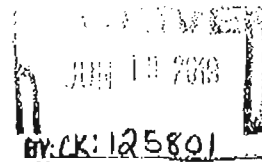
SPECIAL ASSESSMENTS ARE ON TAX BILLS FROM THE COUNTY.

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: R. Icenhour DATE: 6/24/2019



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



\$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: 6/19/19 FROM: John D. Voigt Esquire
 PHONE: 954-762-3400 1177 S.E. 3rd Avenue
 FAX: 954-468-1469 Fort Lauderdale, FL 33316
 EMAIL: jdvoigt@aol.com Attorney for Owner
 PROPERTY FOLIO #: 5042 33 36 0014
 PROPERTY ADDRESS: 1835 Griffin Road, Dania Beach, FL 33004
 SELLER'S NAME: 1835 Griffin Road LLC

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 @ 954-924-8810
☒ OPEN BUILDING PERMITS MAY EXIST ON THIS PROPERTY. CONTACT BUILDING & ZONING @ 954-924-6808 or 954-924-6800 x3833
☐ 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: R. Icenhour

DATE: 6/26/2019

Jun. 26. 2019 4:04PM

City of Dania Beach

No. 8683 P. 3/8



City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004
954-924-6800 x3401 FAX: 954-922-5819
Municipal Lien Search Request

\$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: 6/19/19 FROM: John D. Voigt, Esquire
PHONE: 954-762-3400 1177 S.E. 3rd Avenue
FAX: 954-468-1469 Fort Lauderdale, FL 33316
EMAIL: jdvoigt@aol.com Attorney for Owner
PROPERTY FOLIO #: 5042 33 36 0015
PROPERTY ADDRESS: 1835 Griffin Road, Dania Beach, FL 33004
SELLER'S NAME: 1835 Griffin Road LLC

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 (YONO)
ACCT. #: AMOUNT DUE: \$ DEPOSIT: \$ ACCOUNT CURRENT (YONO)
ACCT. #: AMOUNT DUE: \$ DEPOSIT: \$ ACCOUNT CURRENT (YONO)

ADDITIONAL INFORMATION:

OTHER BALANCES/ACCOUNTS DUE:

- ☐ CODE VIOLATION: CASE# CONTACT CODE ENFORCEMENT @ 954-924-8810
☒ OPEN BUILDING PERMITS MAY EXIST ON THIS PROPERTY. CONTACT BUILDING & ZONING @ 954-924-8805 or 954-924-8800 x3033
☐ 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: (YONO)

☐ PLEASE SEE ATTACHED LIEN CALCULATION(S)

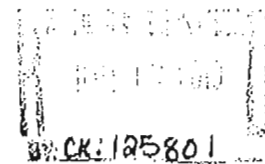
SPECIAL ASSESSMENTS ARE ON TAX BILLS FROM THE COUNTY.

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: R. Icenhour DATE: 6/26/2019



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



\$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: 6/19/19 FROM: John D. Voigt, Esquire
 PHONE: 954-762-3400 1177 S.E. 3rd Avenue
 FAX: 954-468-1469 Fort Lauderdale, FL 33316
 EMAIL: jdvoigt@aol.com Attorney for Owner
 PROPERTY FOLIO #: 5042 33 36 0011
 PROPERTY ADDRESS: 1805 Griffin Road, Dania Beach, FL 33004
 SELLER'S NAME: 1805 Griffin Road LLC

CITY OF DANIA BEACH WILL COMPLETE THE FOLLOWING INFORMATION:

UTILITY ACCOUNT INFORMATION:

- N/A - Parking Lot

☐ 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 (YONO)

ACCT. #: AMOUNT DUE: \$ DEPOSIT: \$ ACCOUNT CURRENT (YONO)

ACCT. #: AMOUNT DUE: \$ DEPOSIT: \$ ACCOUNT CURRENT (YONO)

ADDITIONAL INFORMATION:

OTHER BALANCES/ACCOUNTS DUE:

☐ CODE VIOLATION: CASE# CONTACT CODE ENFORCEMENT @ 954-924-8810

☒ OPEN BUILDING PERMITS MAY EXIST ON THIS PROPERTY. CONTACT BUILDING & ZONING @ 954-924-8808 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: (YONO)

☐ 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: R. Ikenhour DATE: 6/26/2019

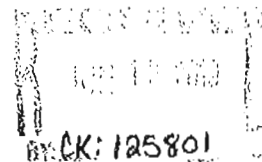
Jun. 26. 2019 4:05PM

City of Dania Beach

No. 8683 P. 5/8



City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004
954-924-8800 x3401 FAX: 954-922-5619
Municipal Lien Search Request



\$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: 6/19/19 FROM: John D. Voigt, Esquire
PHONE: 954-762-3400 1177 S.E. 3rd Avenue
FAX: 954-468-1469 Fort Lauderdale, FL 33316
EMAIL: jdvoigt@aol.com Attorney for Owner
PROPERTY FOLIO #: 5042 33 36 0010
PROPERTY ADDRESS: 1855 Griffin Road, Dania Beach, FL 33004
SELLER'S NAME: Cohen Dania Beach Hotel LLC

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. #: 53043-003 AMOUNT DUE: \$4,130.⁰⁰ DEPOSIT: \$1,245.⁰⁰ 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 @ 954-924-8810
☒ OPEN BUILDING PERMITS MAY EXIST ON THIS PROPERTY. CONTACT BUILDING & ZONING @ 954-924-8805 or 954-924-8800 x3633
☐ A BUSINESS TAX RECEIPT MAY BE REQUIRED FOR THIS PROPERTY. CONTACT THE BUSINESS TAX DIV. 954-924-8800 x3401
☐ OTHER AMOUNTS DUE/PENDING. _____

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: R. Icenhour DATE: 6/26/2019

Jun. 26. 2019 4:05PM

City of Dania Beach

No. 0603 P. 6/8



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

\$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: 6/19/19 FROM: John D. Voigt, Esquire
PHONE: 954-762-3400 1177 S.E. 3rd Avenue
FAX: 954-468-1469 Fort Lauderdale, FL 33316
EMAIL: jdvoigt@aol.com Attorney for Owner

PROPERTY FOLIO #: 5042 33 36 0012

PROPERTY ADDRESS: 1815 Griffin Road, Dania Beach, FL 33004

SELLER'S NAME: 1815 Building Company, LLC

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. #: 53044-005 AMOUNT DUE: \$ 1,135.⁹⁷ DEPOSIT: \$ 1,005.⁰⁰ 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 @ 954-924-8810

☒ OPEN BUILDING PERMITS MAY EXIST ON THIS PROPERTY. CONTACT BUILDING & ZONING @ 954-924-8808 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: (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: R. Icenhour DATE: 6/20/2019

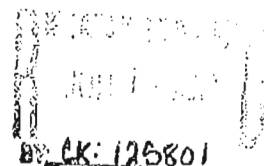
Jun. 26. 2019 4:05PM

City of Dania Beach

No. 8685 P. 7/8



City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004
954-924-6800 x3401 FAX: 954-922-5819
Municipal Lien Search Request



\$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: 6/19/19 FROM: John D. Voigt, Esquire
PHONE: 954-762-3400 1177 S.E. 3rd Avenue
FAX: 954-468-1469 Fort Lauderdale, FL 33316
EMAIL: jdvoigt@aol.com Attorney for Owner
PROPERTY FOLIO #: 5042 33 38 0010
PROPERTY ADDRESS: 1855 Griffin Road, Dania Beach, FL 33004
SELLER'S NAME: Design Center of the Americas LLC

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. #: 517835-001 AMOUNT DUE: \$ 1,248.92 DEPOSIT: \$ 550.00 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# 2019-0000801 CONTACT CODE ENFORCEMENT @ 954-924-8810
☒ OPEN BUILDING PERMITS MAY EXIST ON THIS PROPERTY. CONTACT BUILDING & ZONING @ 954-924-6808 or 954-924-6800 x3833
☐ 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: (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: R. Icenhour DATE: 6/26/2019

Jun. 26. 2019 4:06PM

City of Dania Beach

No. 8683 P. 9/8



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

\$100.00 Fee per Lien Search, Processing Time 5 Business Days (125801)

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: 6/19/19 FROM: John D. Voigt, Esquire
PHONE: 954-762-3400 1177 S.E. 3rd Avenue
FAX: 954-468-1469 Fort Lauderdale, FL 33316
EMAIL: jdvoigt@aol.com Attorney for Owner
PROPERTY FOLIO #: 5042 33 38 0020
PROPERTY ADDRESS: 1855 Griffin Road, Dania Beach, FL 33004
SELLER'S NAME: DCOTA Development Company LP

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. #: 517857-001 AMOUNT DUE: \$421.13 DEPOSIT: \$640.00 ACCOUNT CURRENT (Y/N) O

ACCT. #: 517858-001 AMOUNT DUE: \$382.12 DEPOSIT: \$ ACCOUNT CURRENT (Y/N) O

ACCT. #: 517856-001 AMOUNT DUE: \$4287.18 DEPOSIT: \$410.00 ACCOUNT CURRENT (Y/N) O

ADDITIONAL INFORMATION: 517826-001 - \$2,261.63 - \$500.00 - Yes

OTHER BALANCES/ACCOUNTS DUE:

☐ CODE VIOLATION: CASE# _____ CONTACT CODE ENFORCEMENT @ 954-924-8810

☒ OPEN BUILDING PERMITS MAY EXIST ON THIS PROPERTY. CONTACT BUILDING & ZONING @ 954-924-8806 or 954-924-8800 x3833

☐ 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: (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: R. Icenhour

DATE: 6/26/2019

LAW OFFICES
DOUMAR, ALLSWORTH, LAYSTROM, VOIGT,
ADAIR & DISHOWITZ, LLP

JOHN H. ADAIR, III, P.A.
EMERSON ALLSWORTH, P.A.
E. SCOTT ALLSWORTH, P.A.
MARK E. ALLSWORTH, P.A.

1177 SOUTHEAST THIRD AVENUE
FORT LAUDERDALE, FLORIDA 33316-1109
BROWARD (954) 762-3400
TOLL FREE (866) 242-9488
TELEFAX (954) 525-3423
WEBSITE: SFLALAW.COM

BENJAMIN R. DISHOWITZ, P.A.
RAYMOND A. DOUMAR, P.A.*
C. WILLIAM LAYSTROM, JR., P.A.
JOHN D. VOIGT, P.A.
JEFFREY S. WACHS, P.A. +

+ALSO ADMITTED IN PENNSYLVANIA
*FORMERLY ADMITTED IN MICHIGAN

OF COUNSEL
JOHN W. PERLOFF, P.A.
JODIE SIEGEL, P.A.

May 2, 2019

Ms. Corinne Lajoie, AICP, LEED GA
Planning and Zoning Manager
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Re: Resubmittal in Response to Staff Comments of the
Request for Abandonment of the Design Center of
the Americas DRI

Dear Ms. Lajoie:

On behalf of the Design Center of the Americas, LLC, we are requesting to abandon the Design Center of the Americas DRI. Included in the application package is a revision to the current biennial monitoring report, which includes the status of each of the conditions of the DRI (Exhibit G), as well as a sketch of what approved buildings have been completed with the square footage of each. Also included is a traffic statement provided in response to staff comments.

Chapter 380.06, Florida Statutes, placed the responsibility on the developer of an approved development of regional impact (DRI) for submitting a biennial report to the local government, the regional planning agency, the Department of Economic Opportunity, and to all affected permit agencies.

On April 9, 2018, Florida's Governor signed into a law a bill that significantly amended Chapter 380.06, Florida Statutes, and removed the requirements for monitoring reports to be submitted to the Department of Economic Opportunity or the

Ms. Corinne Lajoie, AICP, LEED GA
May 2, 2019
Page 2

regional planning agency. As you are aware, all DRI enforcement has been shifted only to the local government. As a result, both Broward County and the State of Florida are no longer involved in this process.

Therefore, we are submitting the updated report to the City of Dania Beach for consideration with an application to abandon the Design Center of the Americas DRI under the City of Dania Beach's application requirements. The report mirrors the format of the State-required reports in the past. The last report monitoring period was December 1, 2012 through November 23, 2015. This report begins on November 24, 2015 and goes through November 16, 2018. This report and supporting documentation has been revised since the first submittal to include more details in response to the staff comments received at the DRC meeting.

We are resubmitting the application package with the understanding that this will now be reviewed by outside counsel in addition to the regular staff review. Thank you for your attention to this matter. Please contact me should you have any questions or if anything further is required with regard to the application or supporting documentation.

Sincerely,



JOHN D. VOIGT
For the Firm

JDV/kdr



DEVELOPMENT OF REGIONAL IMPACT BIENNIAL MONITORING REPORT

November 24, 2015 - November 16, 2018

Revised April 2019

Prepared by:



6500 N. Andrews Avenue
Fort Lauderdale, Florida 33309
Phone: (954) 776-1616 | Fax: (954) 771-7690
www.kci.com



Table of Contents

Biennial Status Report	2
Exhibit A: Amendments to Proposed Development of Regional Impact	5
Exhibit B: Master Plan	12
Exhibit C: Inventory of Existing Conditions	14
Exhibit G: Development Order Compliance	16

Biennial Status Report

Reporting Period:	November 24, 2015 to November 16, 2018
Name of DRI:	Design Center of the Americas
Location:	City of Dania Beach, Broward County
Developer Name:	Design Center of the Americas
Address:	1855 Griffin Road, Suite B-482, Dania Beach, FL 33004

1. Describe any changes made in the proposed plan of development, phasing, or in the representations contained in the Application for Development Approval since the Development of Regional Impact received approval. Note any actions (substantial deviation determinations) taken by local government to address these changes.

Note: If a response is to be more than one sentence, attach as Exhibit A, a detailed description of each change and copies of the modified site plan drawings. Exhibit A should also address the following additional items if applicable:

a) Describe changes in the plan of development or phasing for the reporting year and for the subsequent years;

No changes in phasing have occurred during the reporting period.

b) State any known incremental DRI applications for development approval or requests for a substantial deviation determination that were filed in the reporting year and to be filed during the next year;

There have been no changes during the reporting period.

c) Attach a copy of any notice of the adoption of a development order or the subsequent modification of an adopted development order that was recorded by the developer pursuant to Paragraph 380.06(15)(f), F.S.

See Exhibit A for chronology of past development orders.

2. Has there been a change in local government jurisdiction for any portion of the development since the development order was issued? If so, has the annexing local government adopted a new DRI development order for the project? Provide a copy of the order adopted by the annexing local government.

No changes in local government jurisdiction.

3. Provide copies of any revised master plans, incremental site plans, etc., not previously submitted. Note: If a response is to be more than one or two sentences, attach as Exhibit B.

Additional parking was approved in 2013 has been partially constructed as indicated on Exhibit B.

4. Provide a summary comparison of development activity proposed and actually conducted for the reporting year as well as a cumulative total of development proposed and actually conducted to date.

Example: Number of dwelling units constructed, site improvements, lots sold, acres mined, gross floor area constructed, barrels of storage capacity completed, permits obtained, etc.

Note: If a response is to be more than one sentence, attach as Exhibit C.

See Exhibit C for the table of existing floor area improvements.

5. Have any undeveloped tracts of land in the development (other than individual single family lots) been sold to a separate entity or developer? If so, identify tract, its size, and the buyer. Provide maps which show the tracts involved. Note: If a response is to be more than one sentence, attach as Exhibit D.

No undeveloped tracts have been sold.

6. Describe any lands purchased or optioned adjacent to the original DRI site subsequent to issuance of the development order. Identify such land, its size, and intended use on a site plan and map. Note: If a response is to be more than one sentence, attach as Exhibit E.

No lands have been optioned adjacent to the DRI.

7. List any substantial local, state and federal permits which have been obtained, applied for, or denied during this reporting period. Specify the agency, type of permit, and duty for each.

Note: If a response is to be more than one sentence, attach as Exhibit F.

Permits for a parking expansion and permits to renovate the hotel (both in progress) have been issued by the City of Dania Beach. They include:

Building alteration permit @1825 Griffin Road (Hotel) – Dania Beach Permit #16-1952

New parking lot @1855 Griffin Road (Building C) – Dania Beach Permit # 14-0878

In addition, Broward County Surface Water Management has issued the following:

License – Parking 1/24/2018

License Modification – Parking – 1/24/2018

License Modification – Hotel – 5/26/2017

Also, Broward County Solid Waste Management has issued the following:

Lake Fill/Borrow Pit Reclamation – Permit # SW-BP02200-17

8. Provide a list specifying each development order conditions and each developer commitment as contained in the ADA. State how and when each condition or commitment has been complied with during the annual report reporting period.

See Exhibit G for the Development Order conditions.

9. Provide any information that is specifically required by the development order to be included in the annual report.

This is the final monitoring report as the DRI is proposed to be abandoned.

Exhibit A:

Amendments to Proposed Development of Regional Impact

1

2

Exhibit A

Amendments to Proposed Development of Regional Impact (Question 1)

The original Development Order, City of Dania Beach Ordinance No. 20, has been amended twelve times. The amendments are recorded as City of Dania Beach Ordinances: 4-84; 22-84; 05-87; 02-88; 23-90; 47-91; 04-96; 2000-017; 2000-051; 2002-022; 2007-031; and 2011-018. The modifications included in these amendments are more specifically described as follows:

1. City of Dania Beach Ordinance No. 4-84

This Ordinance amended the Development Order with respect to subsections 1.01 I and K, allowing for the performance of separate energy conservation analyses for the design showroom parcel and the office/hotel parcel. The granting of this amendment also recognized the separate ownership of the parcels. This Ordinance did not incorporate any site plan related changes.

2. City of Dania Beach Ordinance No. 22-84

The amendment approved several site plan and phasing related changes, which resulted in concurrent increases and decreases in the types of uses allowed. These changes were:

- A. A decrease of fifty hotel rooms resulting in a total of 250 rooms;
- B. An increase of 60,000 square feet of office uses resulting in a total of 180,000 square feet;
- C. An increase of 235 parking spaces resulting in a total of 2,215 spaces; and
- D. A lag in the Development Schedule, extending the completion date for Phase I from 1984 to 1985.

3. City of Dania Beach Ordinance No. 05-87

This amendment was granted in response to a Notification of a Proposed Change to a Previously Approved DRI, application which was submitted in February 1987. The amendment approved the following changes:

- A. An increase in the cumulative square footage for design showrooms in Phases I and II, from approximately 500,000 square feet to approximately 549,111 square feet;
- B. An extension of the Development Schedule for Phase II, modifying the beginning of the construction to 1987 and the end of Phase II construction to 1988;
- C. A change in the Development Schedule for the remaining 120,000 square feet of Office use (and the associated 235 space parking deck), moving this construction from Phase II to Phase III; and
- D. A decrease in design showroom square footage for Phase IV, from approximately 250,000 square feet to approximately 200,899 square feet, for a cumulative total of 1,000,000 square feet of design showroom.

4. City of Dania Beach Ordinance No. 02-88

This Ordinance amended the adopted development order to modify the development schedule as follows:

Phase	Design Center Showroom	Office	Hotel Rooms	Begin	End	Operations Beginning
1	261,111 sf	60,000 sf	250	1983	1985	1984
2	288,000 sf			1987	1988	1988
3	250,000 sf	120,000 sf		1988	1989	1989
4	200,889 sf			1991	1992	1992

Provided, however, that the Phase 1 Design Center Showroom building may contain more than 261,111 square feet and the Phase 2 Design Center Showroom building may contain less than 288,000 square feet, provided the combined square footage of the Phase 1 and Phase 2 Design Center Showroom buildings does not exceed 549,111 square feet.

5. City of Dania Beach Ordinance No. 23-90

This Ordinance amended the adopted development order to modify the development schedule as follows:

Phase	Design Center Showroom	Office	Hotel Rooms	Begin	End	Operations Beginning
1	261,111 sf	60,000 sf	250	1983	1985	1984
2	288,000 sf			1987	1988	1988
3	260,000 sf	120,000 sf		1990-91	1991-92	1991-92
4	190,889 sf			1993	1994	1994

Provided, however, that the Phase 1 Design Center Showroom building may contain more than 261,111 square feet and the Phase 2 Design Center Showroom building may contain less than 288,000 square feet, provided the combined square footage of the Phase 1 and Phase 2 Design Center Showroom buildings does not exceed 549,111 square feet.

6. City of Dania Beach Ordinance No. 47-91

This Ordinance amended the adopted development order to modify the development schedule as follows:

Phase	Design Center Showroom	Office	Hotel Rooms	Begin	End	Operations Beginning
1	261,111 sf	60,000 sf	250	1983	1985	1984
2	288,000 sf			1987	1988	1988
3	260,000 sf	120,000 sf		1993-94	1994-95	1994-95
4	190,889 sf			1996-97	1997-98	1997-98

Provided, however, that the Phase 1 Design Center Showroom building may contain more than 261,111 square feet and the Phase 2 Design Center Showroom building may contain less than 288,000 square feet, provided the combined square footage of the Phase 1 and Phase 2 Design Center Showroom buildings does not exceed 549,111 square feet.

7. City of Dania Beach Ordinance No. 04-96

This Ordinance amended the adopted development order to modify the development schedule as follows:

Phase	Design Center Showroom	Office	Hotel Rooms	Begin	End	Operations Beginning
1	261,111 sf	60,000 sf	250	1983	1985	1984
2	288,000 sf			1987	1988	1988
3	260,000 sf	120,000 sf		*7/1/1996	11/30/2000	**11/30/2000
4	190,889 sf			*7/1/1996	11/30/2003	**11/30/2003

Provided, however, that the Phase 1 Design Center Showroom building may contain more than 261,111 square feet and the Phase 2 Design Center Showroom building may contain less than 288,000 square feet, provided the combined square footage of the Phase 1 and Phase 2 Design Center Showroom buildings does not exceed 549,111 square feet.

(*after; **prior to)

8. City of Dania Beach Ordinance No. 2000-017

This Ordinance amended the adopted development order to modify the development schedule as follows:

Phase	Design Center Showroom	Office	Hotel Rooms	Begin	End	Operations Beginning
1	261,111 sf	60,000 sf	250	1983	1985	1984
2	288,000 sf			1987	1988	1988
3	230,000 sf	90,000 sf		*7/1/1996	11/30/2001	**11/30/2001
4	220,889 sf			*7/1/1998	11/30/2003	**11/30/2003

Provided, however, that the Phase 1 Design Center Showroom building may contain more than 261,111 square feet and the Phase 2 Design Center Showroom building may contain less than 288,000 square feet, provided the combined square footage of the Phase 1 and Phase 2 Design Center Showroom buildings does not exceed 549,111 square feet.

(*after; **prior to)

9. City of Dania Beach Ordinance No. 2000-051

This Ordinance amended the adopted development order to modify the development schedule as follows:

Phase	Design Center Showroom	Office	Hotel Rooms	Begin	End	Operations Beginning
1	261,111 sf	60,000 sf	250	1983	1985	1984
2	288,000 sf			1987	1988	1988
3	230,000 sf	90,000 sf		After 7/1/1996	11/30/2001* 11/30/2002**	Prior to 11/30/2001
4	220,889 sf			After 7/1/1998	11/30/2003	Prior to 11/30/2003

Provided, however, that the Phase 1 Design Center Showroom building may contain more than 261,111 square feet and the Phase 2 Design Center Showroom building may contain less than 288,000 square feet, provided the combined square footage of the Phase 1 and Phase 2 Design Center Showroom buildings does not exceed 549,111 square feet.

(* As to Design Center Showroom; **As to Office)

10. City of Dania Beach Ordinance No. 2002-022

This Ordinance amended the adopted development order to modify the development schedule as follows:

Phase	Design Center Showroom	Office	Hotel Rooms	Begin	End	Operations Beginning
1	261,111 sf	60,000 sf	250	1983	1985	1984
2	288,000 sf			1987	1988	1988
3	230,000 sf	90,000 sf		After 7/1/1996	11/30/2001* 11/30/2007**	Prior to 11/30/2001* Prior to 11/30/2007**
4	220,889 sf			After 7/1/1998	11/30/2007	Prior to 11/30/2007

Provided, however, that the Phase 1 Design Center Showroom building may contain more than 261,111 square feet and the Phase 2 Design Center Showroom building may contain less than 288,000 square feet, provided the combined square footage of the Phase 1 and Phase 2 Design Center Showroom buildings does not exceed 549,111 square feet.

(* As to Design Center Showroom; ** As to Office)

11. City of Dania Beach Ordinance No. 2007-031

This ordinance amended the adopted development order to modify the development schedule as follows:

Phase	Design Center Showroom	Office	Hotel Rooms	Begin	End	Operations Beginning
1	261,111 sf	60,000 sf	250	1983	1985	1984
2	288,000 sf			1987	1988	1988
3	230,000 sf			1996	2001	2001
4	220,889 sf	120,000 sf	119	After 7/1/2007	Prior to 11/30/2010	Prior to 11/30/2010

12. City of Dania Beach Ordinance No. 2011-018

This ordinance amended the adopted development order to modify the development schedule as follows:

Phase	Design Center Showroom	Office	Hotel Rooms	Begin	End	Operations Beginning
1	261,111 sf	60,000 sf	250	1983	1985	1984
2	288,000 sf			1987	1988	1988
3	230,000 sf			1996	2001	2001
4	220,889 sf	320,000 sf	119	After 7/1/2007	Prior to 11/30/2015	Prior to 11/30/2015

Exhibit B:

Master Plan

Master Plan

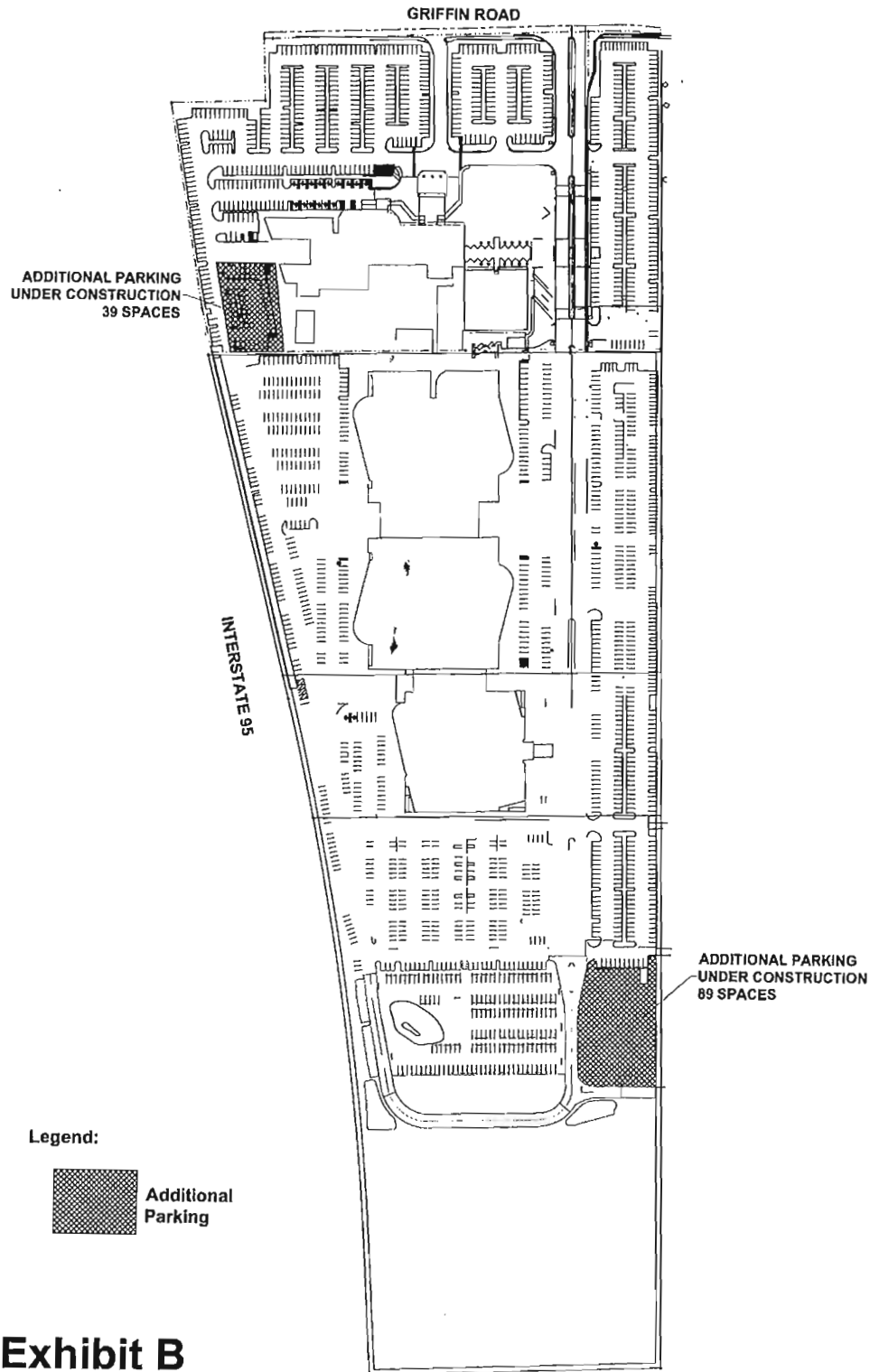


Exhibit B

Exhibit C:

Inventory of Existing Conditions

Exhibit C

Inventory of Existing Conditions (Question 4)

Land Use Type	Proposed This Period	Built This Period	Measure	Total Proposed to Date	Total Built to Date	Measure
Wholesale Showroom	0	0	GSF	1,000,000	781,170	GSF
Office	320,000	0	GSF	380,000	60,000	GSF
Hotel	0	0	Rooms	369	250	Rooms
Other Development Activity Conducted	Surface parking improvements.					

Exhibits D, E, and F – Not Applicable

Exhibit G:

Development Order Compliance

Exhibit G

Development Order Compliance (Question 8)

**AN ASSESSMENT OF COMPLIANCE WITH THE CONDITIONS OF ORDINANCE NO. 20
FOR THE DESIGN CENTER OF THE AMERICAS DRI
AS MODIFIED BY THE CITY OF DANIA BEACH**

Section 1. The Application for Development Approval is subject to the following conditions:

A. The Applicant shall remove all exotic vegetation and replant with native species only, relocating existing indigenous trees and plants on-site, where feasible, particularly including oak trees (*Quercus* spp.) greater than 8" in diameter at the chest height, and slash pines (*Pinus elliottii*);

The initial removal has been completed and the property will continue to be monitored / maintained through landscape maintenance contractor, Superior Landscaping.

B. The Applicant shall establish lake slopes at a 4-foot horizontal to 1-foot vertical slope, extending a vertical 2 feet below the water level where fill or other shoreline alteration is conducted, and plant submerged areas with wetland vegetation to provide water cleansing and wildlife habitat. Further, the Applicant will provide a fence around the lake, or otherwise secure the lake area by securing the Design Center Site; widen the top of the embankment to a minimum of 8 feet, or construct all lake slopes to no steeper than 4-foot horizontal to 1-foot vertical.

The surface water management system was determined to be satisfactory by Broward County on July 2, 2001. A protective fence has been installed to secure the lake area against possible trespass.

C. The Applicant shall revise the complex source air quality permit to incorporate accurate traffic conditions and submit it to the Broward County Environmental Quality Control Board and the SFRPC, within 90 days of the date of issuance of the development order, for review and approval. In the event that air quality is projected to exceed State standards, the Applicant will prepare and submit, within 90 additional days, a management plan for project traffic, including, but not limited to, modified site design, parking restrictions and fees, car and van-pooling programs, and use of mass transit, to the SFRPC and the Broward County Environmental Quality Control Board for review and approval.

This permit has been revised.

D. The Applicant shall, in the event potentially significant historical or archaeological artifacts are discovered, delay construction until State and local historical preservation officials can survey the discovery.

Potentially significant historical or archaeological artifacts have not been discovered on the project site. If the DRI is abandoned, development will follow the City's Land Development Code in accordance with historical or archaeological artifacts, should any be located.

E. The Applicant shall implement all construction practices identified in the DRI Assessment to prevent wind and water erosion.

Wind and water erosion is being prevented to the maximum extent possible through best management practices. If the DRI is abandoned, development will follow the City's Land Development Code and Florida Building Code in regards to prevention of wind and water erosion.

F. The Applicant shall ensure regular sweeping of parking lots, roads, and other impervious surfaces to reduce pollutant accumulations, and ensure that drainage trenches and water control structures are maintained and regularly cleaned of debris. The Applicant will incorporate these programs as requirements in all lease and sale agreements, where the tenant or purchaser is acquiring ownership or control over the applicable areas or structure.

Regular sweeping of the impervious surfaces and maintenance of the drainage areas is being continued by DCOTA General Manager Brad Shepherd, where feasible.

G. The Applicant shall permit irrigation only with non-potable water obtained; from the on-site land.

Site irrigation water is being supplied by the on-site project lake. Irrigation is serviced through a contract with Superior Landscaping.

H. The Applicant shall develop, in conjunction with the Broward County Environmental Quality Control Board, and implement an on-going water quality monitoring and maintenance program for the on-site lake. The Applicant will incorporate continuation of this program as a requirement in all lease and sale agreements in which the purchaser or lessee is obtaining control or responsibility for the lake.

In December 2001, the Broward County Department of Planning and Environmental Protection and the City of Dania Beach determined that the permitting system satisfied Condition H.

I. The Applicant shall implement all energy conservation measures as proposed in the ADA. Further, the Applicant will evaluate all of the energy conservation measures listed on Pages 40 through 45 of the DRI Assessment and submit the analysis to the Broward County Energy Office

for review and comment and to the City and SFRPC for review and approval within 120 days of the issuance of the development order and implement the energy conservation measures determined to be feasible.

These analyses have been submitted and feasible energy conservation measures are being implemented. In addition, note the following:

- White rooftops were installed within the past 3 years in buildings A and B.
- The tenant leases do not include electricity in the rent; which encourages energy conservation.
- The tenant leases require window blinds to be kept closed to save on air conditioning.

J. The Applicant shall remove all billboards on the project site visible from 1-95 prior to the issuance of any certificate of occupancy for Phase I development, except where said removal would constitute a breach of a lease agreement in existence on July 11, 1983, between the Applicant and a billboard site lessee. Application of the exception shall only be after review and approval of the existing lease agreement by the City Attorney and shall only apply until the billboard can be removed under the lease agreement.

All billboards, visible from 1-95, which were not covered by standing lease agreements, were removed from the project site prior to the issuance of Certificates of Occupancy for Phase I.

K. The Applicant shall develop and submit to the SFRPC within one year of the date of issuance of the development order, or prior to certificate of occupancy is issued, whichever occurs first, for review and approval, the Design Center lease agreement that restricts project tenants in the design showrooms to wholesale uses only, as proposed in the ADA, and established, where applicable to areas leased, the responsibility for maintenance of the on-site lake, drainage greenbelts, and landscaping, pollutant-retardant structures, parking lots and security, and require flow restrictors in project lavatories, showers and commodes. Applicant will incorporate these programs as requirements in all lease and sale agreements, where the tenant or purchaser is acquiring ownership or control over the applicable areas or structures.

The model lease agreement has been submitted, and has been incorporated into lease and/or sales agreements.

L. The Applicant shall conduct, subsequent to approval by the SFRPC, and within six months after occupancy of the first 250,000 square feet of Design Center showroom area, a traffic monitoring program to determine average daily peak hour trips generated by the Design Center. If the SFRPC determines, upon review of the results of the monitoring program, that the resultant peak hour trips volumes are more than ten percent (10%) above the volumes presented in the ADA, the Applicant will prepare and submit a revised transportation analysis including recommendations for improvements necessary to maintain acceptable levels of service on the roadway system and specified funding sources, to the SFRPC, Broward County, Florida Department of Transportation, and the City, for DRI review and approval by the SFRPC and City.

Said monitoring program was completed and submitted, as required.

M. There shall be installed, with Broward County's approval, a traffic signal, loop detector, and control boxes at the main project exit on Griffin Road prior to the issuance of any Phase I certificate of occupancy. It is the City's understanding that said improvements are included in and are part of the County's road improvements project for Griffin Road. However, if said improvement has not been installed by the County at the time the Applicant is seeking a certificate of occupancy for Phase I, then the applicant shall pay for same or demonstrate that the County will pay for or install same within a year.

These improvements have been installed. See the 3 images below with descriptions.

The traffic signal at the main DCOTA entry/exit on Griffin Road, subtitled "DCOTA ENTRANCE" on the street sign is shown in the image below, looking west on Griffin Road, with DCOTA and the hotel on the left.



The traffic signal at the main DCOTA entry/exit on Griffin Road is shown in the image below, as exiting the DCOTA site



The control box for the traffic signal at the intersection of Griffin Road and the DCOTA main entry is shown in the image below



N. The Applicant shall acquire or reimburse the City for the costs of the necessary right-of-way for the extension of Northwest 2nd Street from the Property to Bryan Road. Upon notification by the City that adequate right-of-way is available, the Applicant will construct according to City specifications, or provide a bond, letter of credit, other acceptable guarantee thereto for the construction of Northwest 2nd Street from the project to Bryan Road, including necessary signage at the intersection of Bryan Road and Northwest 2nd Street, such construction to be completed as a part of the application for the issuance of building permits for Phase III of the project. In the event the City is unable to secure necessary right-of-way, pursuant to condition "V" below, the Applicant will prepare an alternative traffic plan, including recommendations for alternative improvements necessary to maintain acceptable levels of service on the roadway system and specified funding sources, and submit the plan for review and approval to the SFRPC, Broward County, and City prior to the issuance of a building permit for Phase III development. The Applicant shall give the City six (6) months' notice prior to its making the application for the building permit for Phase III to permit the City time to condemn said right-of-way in the event the Applicant has not already acquired same for the City. The City in turn will not proceed with any action to acquire said right-of-way without first receiving notice from the Applicant unless such earlier action is intended to be without the Applicant's financial participation.

This condition has been deleted and replaced with the following condition as a result of approval of City of Dania Beach Ordinance No. 47-91:

The Applicant shall pay the following amounts to the Florida Department of Transportation ("FDOT") at the times indicated below as a fair share assessment for improvements to the intersections of 1-95 and Stirling Road and 1-95 and Griffin Road:

- (1) Prior to the issuance of a certificate of occupancy by the City for the Phase 3 Wholesale Showroom (260,000 square feet) -\$37,493.46;
- (2) Prior to the issuance of a certificate of occupancy by the City for the Phase 3 Office Building (120,000 square feet) -\$45,640.60;
- (3) Prior to the issuance of a certificate of occupancy by the City for the Phase 4 Wholesale Showroom (190,889 square feet) -\$27,711.35.

The Applicant has paid FDOT the required \$37,493.46 described in Item N(1). The contributions described in Items N(2) and N(3) are not yet due (not constructed).

O. The Applicant shall develop a re-striping and signage plan for the intersection of Stirling Road and U.S. 1 to improve intersection capacity and levels of service as discussed on pages 34 and 35 of the DRI Assessment, submit the plan for review and approval to the Broward County Traffic Engineering Division, and implement the improvements prior to the issuance of building permits for Phase III development.

This condition has been deleted as a result of adoption of City of Dania Beach Ordinance No. 47-91.

P. The Applicant shall conduct traffic counts and signalization warrant analyses for the intersection of Bryan Road and Northwest 2nd Street, and U.S. 1 and Northeast 1st Street at the

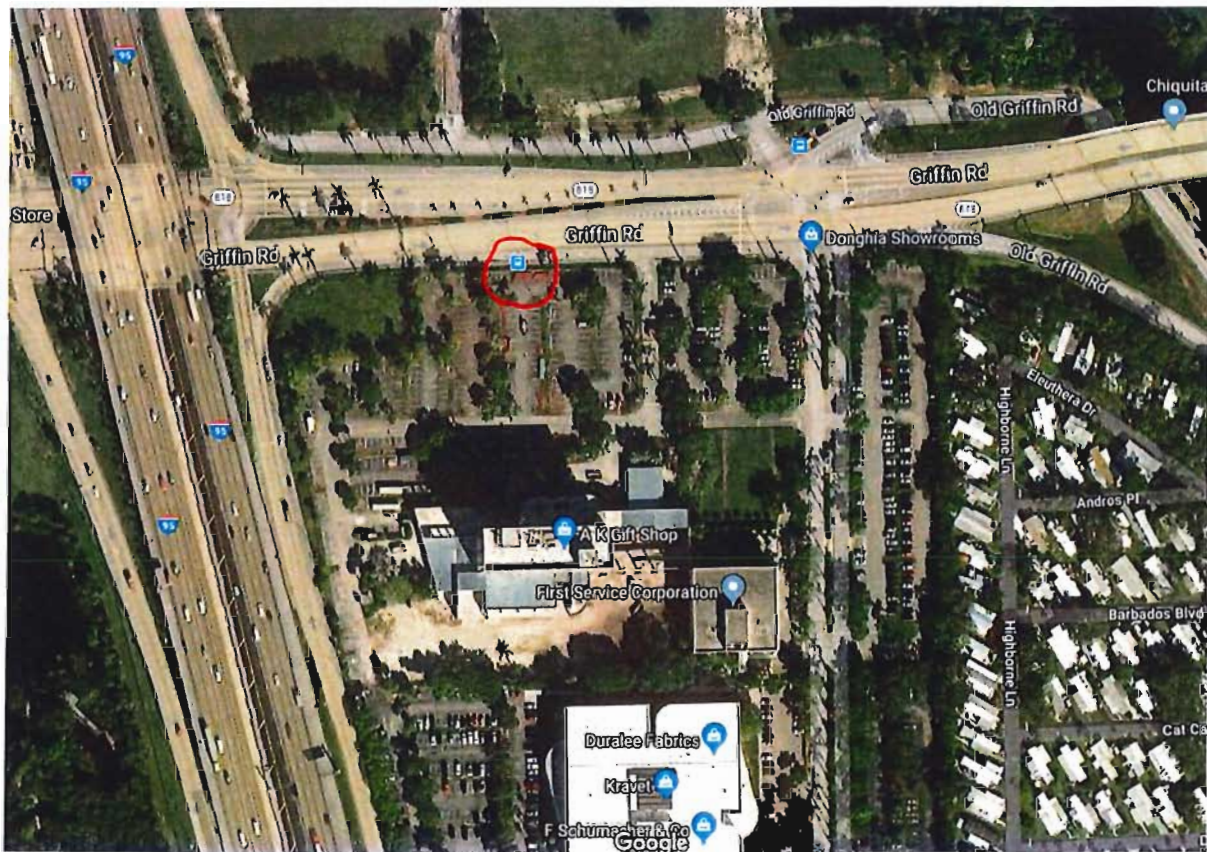
completion of the project Phases II and IV, submit the analyses to the City and Broward County Traffic Engineering Division for review and approval, and, if deemed necessary or desirable by the County or the City, install recommended signalization.

This condition has been deleted as a result of adoption of City of Dania Beach Ordinance No. 47-91.

Q. The Applicant shall work with the Broward County Mass Transit Division to identify the appropriate timing and level of transit service to be provided to this development and, when needed, provide bus shelters on-site or along Griffin Road adjacent to the project.

BCT Route 4 runs along Griffin Road, and a stop is located adjacent to the project. This Route also connects to the Tri-Rail station just west of I-95. The schedule times are published online and in multiple printed sources. The developer has cooperated with BCT.

The Broward County Transit stop (serving Route 4) on Griffin Road adjacent to the subject site is circled in red, on the aerial image, below.



The stop for Broward County Transit Route 4 with bench and garbage receptacle in front of the hotel is shown below.



R. The Applicant shall promote car-pooling by working with Broward County Transportation Planning Division to involve project tenants and their employees in car-pool computer matching programs.

Car-pool computer matching programs are operated through South Florida Commuter Services and this service is made aware to the tenants and employees. With the proliferation of Uber, Lyft, and other ride-sharing services, the demand for carpooling has diminished. The DCOTA facility operates valet parking for guests and makes this service available for free to any registered car-pool.

S. The Applicant shall modify the site plan to permit only inbound traffic at the project's west entrance on Griffin Road and revise the parking plan to restrict turning movements for at least 100 feet from Griffin Road within the project.

These modifications have been made.

As shown in the aerial image below, the inbound-only turn at the western entrance is designed to restrict turning movements for at least 100 feet from Griffin Road within the project.



T. The Applicant shall revise the Application for Development Approval to reflect necessary site plan access and parking modifications at the hotel entrance on Griffin Road, consolidate all original and supplemental information submitted to the SFRPC, into the revised Application for Development Approval, and submit the document to the SFRPC, City, the Broward County Office of Planning, the County Traffic Engineering Divisions, the County Environmental Quality Control Board, and the State land planning agency within 180 days from the date of issuance of the development order.

The CADA, including the subject revisions, has been completed and submitted to the appropriate agencies.

U. The City will withhold issuance of any certificates of occupancy for the project development until all billboards on the project site visible from 1-95 have been removed except where there is a valid lease agreement that would prohibit the removal of a billboard at the time of the issuance of the certificate of occupancy. The billboard shall be removed as soon thereafter as permissible under the lease agreement.

This is not applicable to the City to enforce since the applicant complied with the request.

V. The City will obtain the necessary right-of-way for the extension of Northwest 2nd Street from the Property to Bryan Road upon receipt of notice to do same, which shall be due from the Applicant to the City six months prior to its application for a building permit for Phase III of the project. The City has a right to make an earlier acquisition of said right-of-way if it is not desirous of being reimbursed for such acquisition by the Applicant.

Condition V has been deleted and replaced with the following condition as a result of adoption of City of Dania Beach Ordinance No.47-91:

The City will withhold issuance of the respective certificate of occupancy until the Applicant provides the City with a signed receipt or other documentary evidence indicating that the amount set forth below relating to the specific development approved by that certificate of occupancy has been paid to FDOT as provided below:

- (1) Phase 3 Wholesale Showroom (260,000 square feet) -\$37,493.46;
- (2) Phase 3 Office Building (120,000 square feet) -\$45,640.60;
- (3) Phase 4 Wholesale Showroom (190,889 square feet) -\$27,711.35.

The Applicant has paid FDOT the required \$37,493.46 described in Item V(1). The contributions described in Items V(2) and V(3) are not yet due (not constructed).

W. The City will withhold issuance of any certificates of occupancy for project development in Phase III and building permits for construction of development in Phase IV until completion of Northwest 2nd Street from the Property to Bryan Road with necessary signage as determined by the City.

This condition has been deleted as a result of adoption of City of Dania Beach Ordinance No. 47-91.

X. The City will withhold issuance of building permits for the project development until the Applicant's analyses of all energy conservation measures has been reviewed and approved by the City. Such analyses shall be also submitted to the SFRPC for the purpose of allowing it to review and comment to the City.

The City has complied with this condition.

Y. The City will withhold issuance of any certificates of occupancy for the project development until the terms of the condition "M" above are met.

To the best of the applicant's knowledge, the City is complying with this condition.

Z. In the event the City is unable to obtain necessary right-of-way for the extension of Northwest 2nd Street from the Property to Bryan Road, the City will withhold issuance of Phase III building permits until a revised traffic access plan and recommendations for alternative improvements necessary to establish acceptable levels of service on the roadway system, including specification of funding sources, has been reviewed and approved by the SFRPC, Broward County and the City.

This condition has been deleted as a result of adoption of City of Dania Beach Ordinance No. 47-91.

AA. The City will withhold issuance of any Phase III and Phase IV certificates of occupancy until Northwest 2nd Street is completed as a 2-lane road between the Property and Bryan Road or until alternative improvements, as approved by the SFRPC, Broward County and City, pursuant to Condition "Z" above, are constructed;

This condition has been deleted as a result of adoption of City of Dania Beach Ordinance No. 47-91.

BB. The City will review the results of the traffic analyses conducted pursuant to Condition "L", above, and consistent with the SFRPC's comments, modify the development order for consistency with the recommended transportation improvements.

The development order was amended per this condition in December 1991.

CC. The City will withhold issuance of certificates of occupancy for Phase III development until traffic improvements indicated by the results of the signalization warrant analysis identified in Condition "P" above, as approved by Broward County and City, has been installed; and

This condition has been deleted as a result of adoption of City of Dania Beach Ordinance No. 47-91.

DD. The City will require as a condition of the issuance of a certificate of occupancy for Phase I that the developer demonstrate to the City that public or private jitney, limousine or paratransit service is available.

This demonstration was made during Phase 1. Currently, public transit services are available through BCT.

As amended by Ordinance 2011-018 to modify the development schedule, the following sections of the Ordinance shall apply:

Section 2. The Developer shall obtain approval from the County Commission and record an agreement to amend the note on the Design Center of the Americas Plat, as appropriate to be consistent with the level of development shown above (i.e., 380,000 square feet of office use and a 369 room hotel), prior to receiving Broward County Development and Environmental Regulation Division approval of construction plans for any new development.

A Plat note amendment was approved by the County Commission on 10/23/2012.

Section 4. That, prior to the issuance of any building permit for the additional 200,000 square feet of office floor area associated with the December 14, 2011, NOPC, the City will consult with the appropriate water supplier to ensure that adequate water supplies that will serve the new development will be available no later than the anticipated date of the Certificate of

Occupancy. Any determination that adequate water supplies will be available will require the demonstration that a consumptive use permit has been issued to the City with sufficient allocation available to serve the new development, given all other existing commitments for that allocation. The "sufficiency allocation" in the consumptive use permit shall be defined consistent with the permit's limiting conditions as they exist at the time of the building permit issuance. Permitted projects may be issued a Certificate of Occupancy only upon demonstration by the City that adequate water supply exists within the City's current legal allocation.

Threshold has not been reached, no action is required.

Section 5. That, prior to the issuance of any building permit for the additional 200,000 square feet of office floor area associated with the December 14, 2011, NOPC, the developer will remove and replace 60 feet of sidewalk on Griffin Road (SR 818), commencing 320 feet west of the cross walk and continuing west for 60 feet. The sidewalk shall be 6" thick with a maximum cross slope of 2 percent running slope to match the roadway slope. Pedestrian access to and from all buildings on site and connection to the roadway sidewalk are to be addressed as required by ADA.

Threshold has not been reached, no action is required.



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

6500 N. Andrews Avenue • Fort Lauderdale, FL 33309 • Phone 954-776-1616

Response to DRC Comments

DRC meeting date: January 31, 2019

DCOTA DRI Abandonment request OT-85-18

Zoning designation = C-2/C-4

FLU designation = Commercial

1. TRAFFIC STUDY: per Section 605-30(K), a traffic study is required for all development generating in excess of 50 peak hour trips. Provide estimated number of peak trips.

DCOTA response: *At the DRC Meeting, it was determined that this was not applicable to this application.*

2. Must provide latest revised set of plans on disk prior to going to public hearing.

DCOTA response: *At the DRC Meeting, it was determined that this was not applicable to this application since there are no plan sets, however, any files needed electronically will be supplied.*

3. Applicant must obtain a statement from the City Engineer saying that the existing traffic circulation on and off site is sufficient and acceptable prior to public hearing.

DCOTA response: *Please see the Traffic Statement included in the resubmittal. In summary, the trips on and off site are at a level of service "C" and remain at a level of service "C" when estimating for full occupancy of the existing buildings and hotel. The summary of the findings is located on Page 11. Methodology for the Traffic Statement was coordinated between the City Engineering staff and the DCOTA Traffic Engineering consultant.*

4. Please e-mail resolution and legal description, prepared by an attorney, for development approval in word format to clajoie@daniabeachfl.gov four (4) weeks prior to public hearing.

DCOTA response: *Our land use attorney will prepare a draft Ordinance and coordinate with City staff to comply with this request.*

5. 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

the demonstration that the consumptive use permit has been issued to the City with sufficient allocation available to serve the new development, given all other existing commitments for that allocation. The "sufficiency allocation" in the consumptive use permit shall be defined consistent with the permit's limiting conditions as they exist at the time of the building permit issuance. Permitted projects may be issued a Certificate of Occupancy only upon demonstration by the City that adequate water supply exists within the City's current legal allocation.

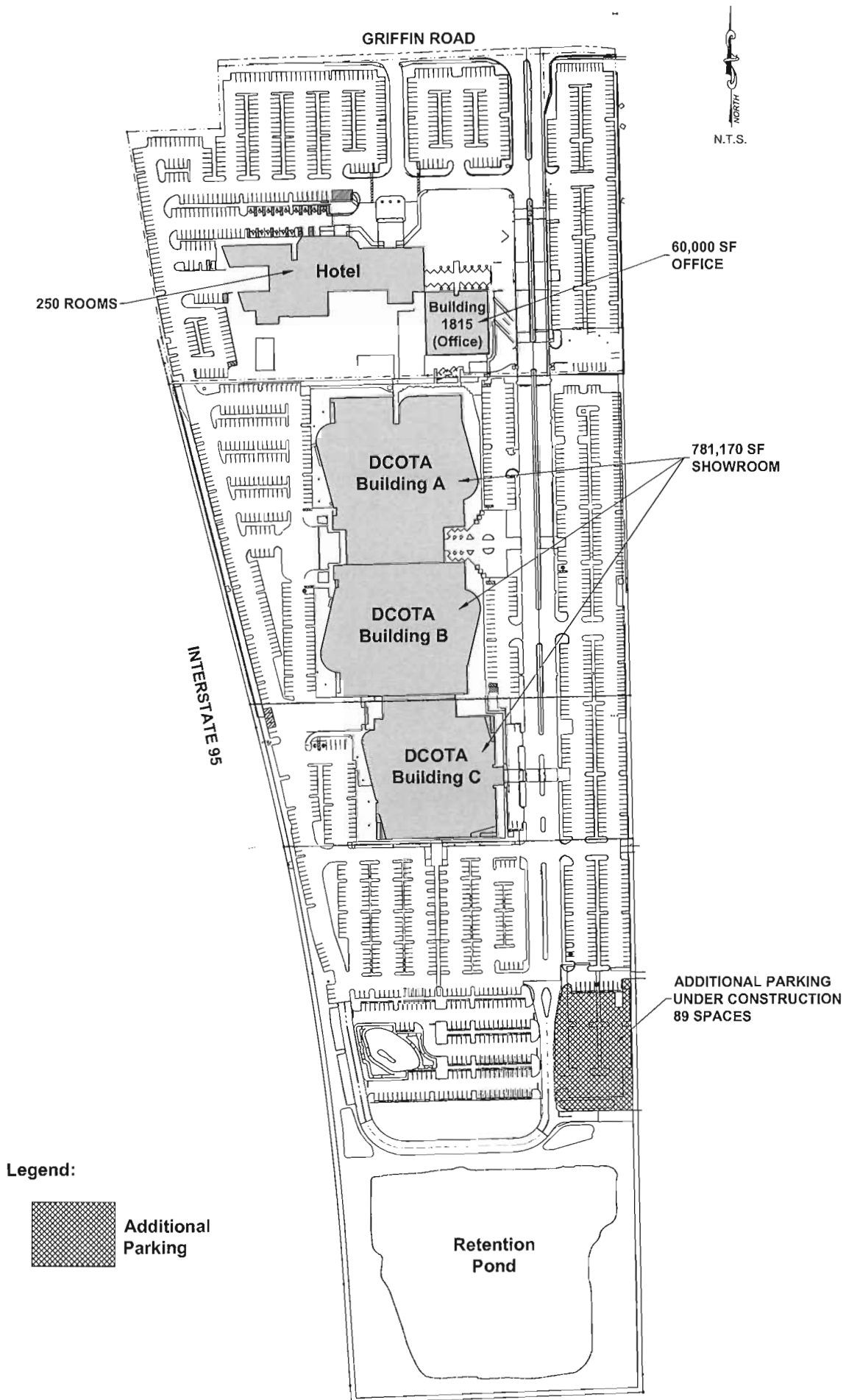
Threshold has not been reached, no action is required.

- That, prior to the issuance of any building permit for the additional 200,000 square feet of office floor area associated with the December 14, 2011 NOPC, the development will remove and replace 60 feet of sidewalk on Griffin Road (SR 818), commencing 320 feet west of the cross walk and continuing west for 60 feet. The sidewalk shall be 6" thick with a maximum cross slope of 2 percent running slope to match the roadway slope. Pedestrian access to and from all buildings on site and connecting to the roadway sidewalk are to be addressed as required by ADA.

Threshold has not been reached, no action is required.

DCOTA response: *These thresholds are not proposed to be reached. This application requests abandonment of the DRI which removes the rights to build the remaining development approved as part of the DRI.*

Existing Site Plan.





ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

6500 N. Andrews Avenue • Fort Lauderdale, FL 33309 • Phone 954-776-1616

TECHNICAL MEMORANDUM

DATE: April 11, 2019

TO: Kristen Nowicki, KCI Technologies

FROM: Jose L. Rodriguez, P. E.

SUBJECT: Traffic Statement for DCOTA DRI Abandonment
KCI Project No. 481900244.03

1.0 INTRODUCTION

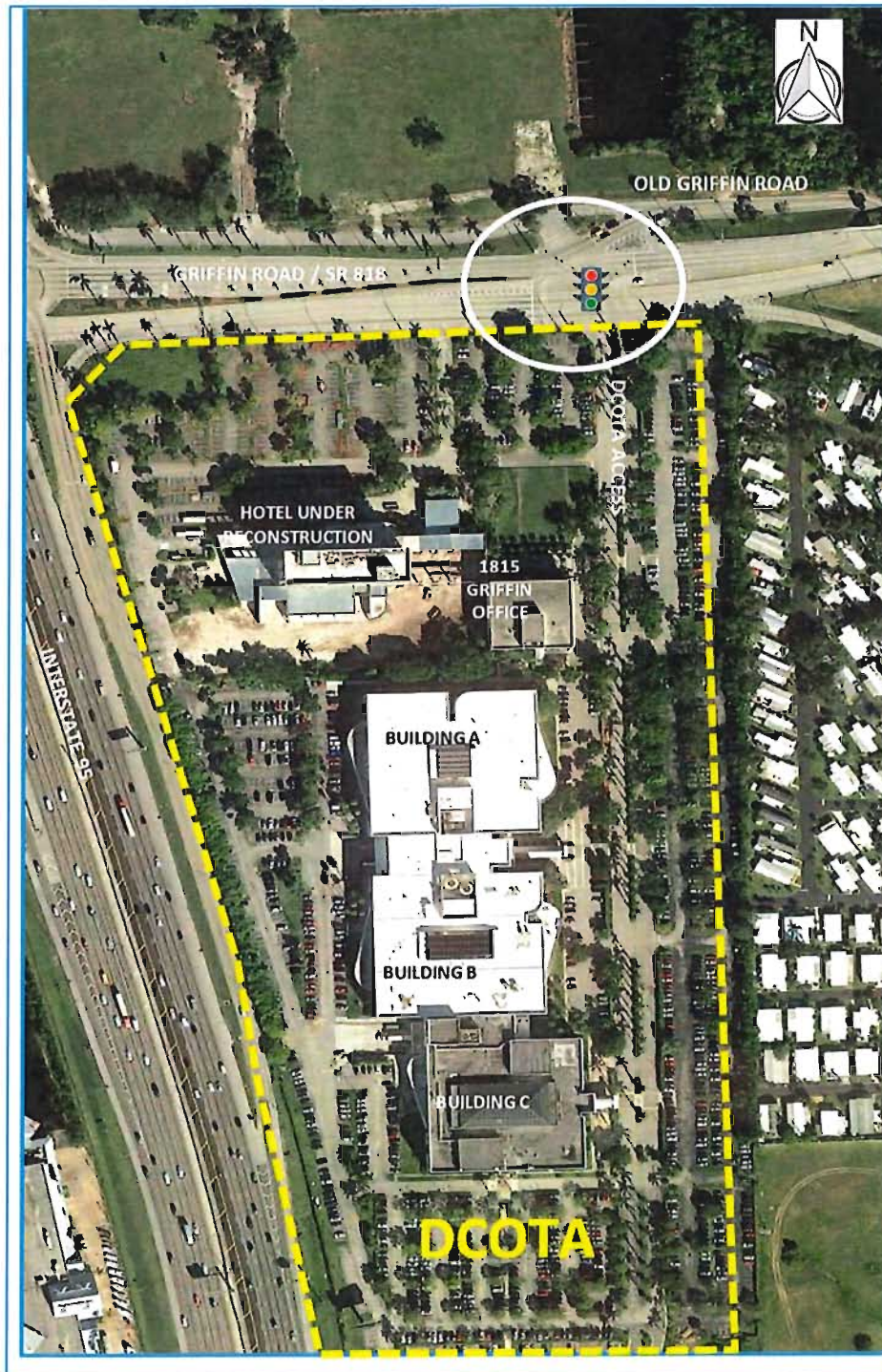
Efforts are currently underway by the proprietors of the Design Center of the Americas (DCOTA), located at 1855 Griffin Road in the City of Dania Beach, Florida, to abandon the existing DCOTA Development of Regional Impact (DRI) (see **Figure 1**). The procedure includes an application for this action through the City of Dania Beach. In a recent set of comments from the City's Development Review Committee (DRC), the committee requested a traffic statement that indicates the current status (existing conditions) of vehicle counts in and out of the DCOTA site, as well as the estimates if full tenant/hotel guest occupancy of the current buildings were achieved. This Traffic Statement addresses these issues.

The Design Center of the Americas (DCOTA), is a major showroom center serving the design community with the finest campus amenities and showrooms in the industry attracting world-class designers, architects, decorators, dealers and their clients.

The DCOTA consists of one four-story office building of approximately 60,000 square feet (1815 Building) and three showroom/commercial buildings totaling about 777,330 square feet.¹ An existing hotel is currently under re-construction and will have 245 rooms. This hotel has been closed for reconstruction for almost a year, but is expected to be completed by the end of 2019. DCOTA showrooms are open to-the-trade, Monday through Friday from 9:00 AM to 5:00 PM.

¹ Source: Broward County Property Appraiser (see **Appendix A**).

Figure 2
DCOTA Study Area



In a recent discussion with the City's Engineer (March 2019), a basic procedure to present the information including using traffic data collected in June 2018 was discussed. The City Engineer was concerned that the June 2018 data may be dated, although it was obtained less than one year ago. As such, the 2018 intersection volumes were adjusted through the application of a growth factor to estimate 2019 volumes

For purposes of this analysis, the intersection were adjusted to reflect estimated 2019 volumes by applying an annual growth rate of 0.82%. This rate was determined based on five-year volume information obtained at FDOT stations within the study area (see **Table 1**). The historic FDOT annual average daily traffic (AADT) information is provided in **Appendix C**.

Table 1
Compounded Annual Growth Rate at FDOT Count Stations

Road	FDT Count Station Location	Station	Annual Average Daily Traffic (AADT)					Growth/Yr
			2014	2015	2016	2017	2018	
Griffin Road	East of I-95	#86-0027	29,000	30,000	30,000	34,500	31,500	2.09%
Griffin Road	West of I-95	#86-0076	32,000	32,000	34,000	37,000	35,000	2.27%
Griffin Road	West of US-1	#86-5299	14,900	16,100	18,500	21,000	19,800	7.37%
US-1	North of Griffin Road	#86-0416	53,500	36,000	37,000	35,500	36,500	-9.12%
US-1	North of Dania Beach Blvd	#86-5037	33,000	35,000	34,000	47,500	33,000	0.00%
Old Griffin Road	West of US-1	#86-7319	5,200	13,500	13,700	13,700	13,700	27.40%
Stirling Road	East of I-95	#86-0032	36,500	37,500	40,500	40,000	41,000	2.95%
Sterling Road	West of I-95	#86-0092	50,000	49,500	51,000	48,000	52,000	0.99%
Weighted Average Annual Growth Rate			254,100	249,600	258,700	277,200	262,500	0.82%

Source: FDOT Traffic Online (2018) <https://tdaappsprod.dot.state.fl.us/fto/>

Figure 4 presents the 2019 AM and PM peak-hour volumes (as adjusted) at the DCOTA access intersection. The following peak-hour volumes were recorded at the DCOTA driveway:

2019 AM Peak-Hour (8 AM to 9 AM)

Inbound	713 vehicles
Outbound	45 vehicles
Total	758 vehicles

2019 PM Peak-Hour (5 PM to 6 PM)

Inbound	35 vehicles
Outbound	640 vehicles
Total	675 vehicles

Table 2
DCOTA ITE Trip Generation – Existing Conditions

AM Peak Hour								
Description	Densities		ITE Land Use Code	Trip Rates/Formula From ITE Trip Generation, 10th Edition, except where noted	Two Way AM Peak-Hour Trips	Inbound		Outbound
Land Use	EXISTING 2019	Units				%	TRIPS	% TRIPS
1 Showroom	777,330	Per 1,000 Sq. Ft. of GLA	N/A	$T = 1.45 (X) [1]$	1,126	94.1%	1059	5.9%
2 Hotel [2]	0	Rooms	310					
3 Office	60,000	Per 1,000 Sq. Ft. of GLA	710	$T = 0.94(X) + 26.49$	83	86.0%	71	14.0%
GROSS AM PEAK HOUR TRIPS =					1,209	93.5%	1,131	6.5%
Percent Internalization [3][4] =					12	50.0%	6	50.0%
Sub-Total					1,197	93.9%	1,125	6.1%
Transit Reduction [5]					24	93.9%	22	6.1%
TOTAL EXISTING 2018 DEVELOPMENT AM PEAK-HOUR TRIPS =					1,173	93.9%	1,102	6.1%
PM Peak Hour								
Description	Densities		Land Use Code	Trip Rates/Formula From ITE Trip Generation, 10th Edition, except where noted	Two Way AM Peak-Hour Trips	Inbound		Outbound
Land Use	EXISTING 2019	Units				%	TRIPS	% TRIPS
1 Showroom	777,330	Per 1,000 Sq. Ft. of GLA	N/A	$T = 1.29 (X) [1]$	1,003	5.2%	52	94.8%
2 Hotel [2]	0	Rooms	310					
3 Office	60,000	Per 1,000 Sq. Ft. of GLA	710	$\ln(T) = 0.95 \ln(X) + 0.36$	71	16.0%	11	84.0%
GROSS PM PEAK HOUR TRIPS =					1,074	5.9%	63	94.1%
Percent Internalization [3][4] =					16	0.0%	8	0.0%
Sub-Total					1,058	5.2%	55	94.8%
Transit Reduction [5]					21	5.2%	1	94.8%
TOTAL EXISTING 2018 DEVELOPMENT PM PEAK-HOUR TRIPS =					1,037	5.2%	54	94.8%

Notes:

- [1] PM Peak-Hour Trip Rate for Industrial/Showroom (Permits up to 30% Commercial) (1.29 trips per 1,000 square feet) obtained from "Broward County Trip Rates by Land Use, Effective December 8, 2009". Since there is no Broward County or ITE rate for AM peak-hour, assumed AM based on Ratio of actual 2019 DCOTA driveway volumes divided by PM volumes = 1.123 Ratio. Therefore, AM rate = $1.123 \times 1.29 = 1.45$ trips per 1,000 sf.
- [2] Original hotel under reconstruction as of June 2018 and no service available. No trips associated with this use at time of data collection.
- [3] Internalization based on internal person trip capture rates provided in ITE TRIP GENERATION, 10th EDITION.
- [4] No Pass-By trips applied due to nature of uses.
- [5] Transit reduction factor assumed due to proximity of Fort Lauderdale - Hollywood Airport Tri-Rail Station and BCT bus route 4 stop fronting site.

2. Hotel trips are not included since it was closed for reconstruction at the time of the traffic counts;
3. Internalization was based on internal person trip capture rates provided in *ITE Trip Generation Handbook, 3rd Edition*. The internalization matrices are provided in **Appendix D**;
4. Due to the nature of the land uses involved (office and Industrial showroom), no pass-by trips were applied; and
5. A transit reduction factor of 2% was assumed due to the site's proximity to the Fort Lauderdale-Hollywood Airport Tri-Rail Station and a BCT bus Route 4 stop fronting the site.²

The following are the ITE generated peak-hour volumes for DCOTA driveway:

² The average Broward County Transit mode share is 3.1% as per the Broward County Transit 2019-2028 Transit Development Plan, December 2018 (See **Appendix E**). A 2% share for DCOTA was assumed due to the site being served by one BCT route (Route 4) with peak hour headways over 45 minutes and Tri-Rail Shuttle Bus with low frequency (Eastbound only).

5.2 DCOTA Full Occupancy

Table 4 presents the trip generation estimates of DCOTA with the hotel and assumed full occupancy of the existing uses. The ITE trip rates associated with occupied hotel rooms were applied to the 245-room hotel. As shown in the table, the total AM peak-hour volume is estimated to be 1,331 vehicle trips (1,234 inbound and 127 outbound) and the PM peak-hour volume is 1,181 vehicle trips (125 inbound and 1,056 outbound). In these cases, the trip generation estimates include the hotel in the internalization mix, but no pass-by trips are applied. The internalization matrices are provided in **Appendix D**.

Table 4
DCOTA Trip Generation – Full Occupancy with Hotel

AM Peak Hour									
Description	Densities		Land Use	Trip Rates/Formula From ITE	Two Way	Inbound		Outbound	
Land Use	EXISTING 2019	Units	Code	Trip Generation, 10th Edition, except where noted	AM Peak-Hour Trips	%	TRIPS	%	TRIPS
1 Showroom	777,330	Per 1,000 Sq. Ft. of GLA	N/A	$T = 1.45 (X) [1]$	1,188	94.0%	1117	6.0%	71
2 Hotel [2]	245	Occupied Rooms	310	$T = 0.62(X)$	152	58.0%	88	42.0%	64
3 Office	60,000	Per 1,000 Sq. Ft. of GLA	710	$T = 0.94(X) + 26.49$	83	86.0%	71	14.0%	12
GROSS AM PEAK HOUR TRIPS =					1,423	89.7%	1,276	10.3%	147
Percent Internalization [3][4] =					34	50.0%	17	50.0%	17
Sub-Total					1,389	90.7%	1,259	9.3%	130
Transit Reduction [5]					28	90.7%	25	9.3%	3
TOTAL EXISTING 2018 DEVELOPMENT AM PEAK-HOUR TRIPS =					1,361	90.7%	1,234	9.3%	127
PM Peak Hour									
Description	Densities		Land Use	Trip Rates/Formula From ITE	Two Way	Inbound		Outbound	
Land Use	EXISTING 2019	Units	Code	Trip Generation, 10th Edition, except where noted	AM Peak-Hour Trips	%	TRIPS	%	TRIPS
1 Showroom	777,330	Per 1,000 Sq. Ft. of GLA	N/A	$T = 1.29 (X) [1]$	1,003	5.2%	52	94.8%	951
2 Hotel [2]	245	Occupied Rooms	310	$T = 0.73(X)$	179	49.0%	88	51.0%	91
3 Office	60,000	Per 1,000 Sq. Ft. of GLA	710	$Ln(T) = 0.95 Ln(X) + 0.36$	71	16.0%	11	84.0%	60
GROSS PM PEAK HOUR TRIPS =					1,253	12.1%	151	87.9%	1,102
Percent Internalization [3][4] =					48	0.0%	24	0.0%	24
Sub-Total					1,205	10.6%	127	89.4%	1,078
Transit Reduction [5]					24	10.6%	3	89.4%	22
TOTAL EXISTING 2018 DEVELOPMENT PM PEAK-HOUR TRIPS =					1,181	10.6%	125	89.4%	1,056

Notes:

- [1] PM Peak-Hour Trip Rate for Industrial/Showroom (Permits up to 30% Commercial) [1.29 trips per 1,000 square feet] obtained from "Broward County Trip Rates by Land Use, Effective December 8, 2009". Since there is no Broward County or ITE rate for AM peak-hour, assumed AM based on Ratio of actual 2019 DCOTA driveway volumes divided by PM volumes = 1.123 Ratio. Therefore, AM rate = $1.123 \times 1.29 = 1.45$ trips per 1,000 sf.
- [2] Hotel rooms as constructed = 245. Assigned Occupied Rooms for ITE estimate = 245.
- [3] Internalization based on internal person trip capture rates provided in ITE TRIP GENERATION, 10th EDITION.
- [4] No Pass-By trips applied due to nature of uses.
- [5] Transit reduction factor assumed due to proximity of Fort Lauderdale - Hollywood Airport Tri-Rail Station and BCT bus route 4 stop fronting site.

for Griffin Road. The LOS volumes are those found in the **2012 FDOT Quality/Level of Service Handbook Tables (see Appendix G)**.

Table 5
DCOTA LOS Link Analysis Comparison: Existing vs. Full Occupancy

Road Segment	Direction	Roadway Type/Lanes	FDOT Count Station (1)	2018 AADT (2)	FDOT Peak-Hour Directional LOS C (3)	FDOT Peak-Hour Directional Capacity LOS D (3)	Current 2019 Peak-Hour Directional Volume	Current 2019 LOS	Full Occupancy Peak-Hour Directional Volume (4)	Full Occupancy LOS	Percent Change in Peak-Hour Volume
AM PEAK-HOUR											
Griffin Road WEST of DCOTA	Eastbound	Class I - 6LD	86-0027	31,500	2,940	3,020	1,307	C	1,731	C	32.5%
	Westbound				2,940	3,020	702	C	770	C	9.8%
Griffin Road EAST of DCOTA	Eastbound	Class I - 6LD	86-0027	19,800	2,940	3,020	521	C	584	C	12.0%
	Westbound				2,940	3,020	739	C	752	C	1.8%
PM PEAK-HOUR											
Griffin Road WEST of DCOTA	Eastbound	6LD	86-0027	31,500	2,940	3,020	676	C	722	C	6.8%
	Westbound				2,940	3,020	1,980	C	2,342	C	18.3%
Griffin Road EAST of DCOTA	Eastbound	6LD	86-0027	19,800	2,940	3,020	732	C	786	C	7.4%
	Westbound				2,940	3,020	1,141	C	1,179	C	3.3%

Notes:

- (1) FDOT Traffic Online
- (2) Table 7, Generalized Peak Hour Directional Volumes for Florida's Urbanized Areas, 2012 FDOT Quality/Level of Service Handbook Tables.
- (3) 2019 Peak-hour Volumes as presented in Figure Table 7, Generalized Peak Hour Directional Volumes for Florida's Urbanized Areas, 2012 FDOT Quality/Level of Service Handbook Tables.
- (2) Table 7, Generalized Peak Hour Directional Volumes for Florida's Urbanized Areas, 2012 FDOT Quality/Level of Service Handbook Tables.

As indicated in **Table 5**, the current link level of service of Griffin Road with the existing DCOTA development scale for both the AM and PM peak-hours is LOS C. With the assumed full occupancy of the existing development plus the hotel at full room occupancy, the link level of service of Griffin Road with the fully occupied DCOTA development scale is LOS C for both the AM and PM peak-hours.

Therefore, the full occupancy of DCOTA (including the hotel) will produce no significant change to the current link level of service on Griffin Road in the immediate area.

Traffic Statement for DCOTA DRI Abandonment

APPENDIX A

BROWARD COUNTY PROPERTY APPRAISER INFORMATION



MARTY KIAR
BR  **WARD**
 COUNTY
 PROPERTY APPRAISER

A & B

Site Address	1855 GRIFFIN ROAD, DANIA BEACH FL 33004	ID #	5042 33 38 0010
Property Owner	DESIGN CENTER OF THE AMERICAS %COHEN BROTHERS REALTY	Millage	0413
Mailing Address	750 LEXINGTON AVE 29 FLR NEW YORK NY 10022	Use	29
Abbr Legal Description	DESIGN CENTER OF THE AMERICAS 119-32 B PARCEL "A" NLY 626		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2018	\$4,608,270	\$50,625,260	\$55,233,530	\$55,233,530	
2017	\$4,608,270	\$49,213,250	\$53,821,520	\$53,821,520	\$1,102,938.61
2016	\$4,608,270	\$49,213,250	\$53,821,520	\$53,821,520	\$1,117,810.46

2018 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$55,233,530	\$55,233,530	\$55,233,530	\$55,233,530
Portability	0	0	0	0
Assessed/SOH	\$55,233,530	\$55,233,530	\$55,233,530	\$55,233,530
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$55,233,530	\$55,233,530	\$55,233,530	\$55,233,530

Sales History			
Date	Type	Price	Book/Page or CIN
			2772 / 135

Land Calculations		
Price	Factor	Type
\$9.00	512,030	SF
Adj. Bldg. S.F. (Card, Sketch)	552737	
Eff./Act. Year Built: 1989/1988		

BUILDING
A AND B

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
C								
552737						146.6		

Traffic Statement for DCOTA DRI Abandonment

APPENDIX B

**2018 TRAFFIC DATA AND 2018 PEAK SEASON
CONVERSION FACTOR**

ALL VEHICLES

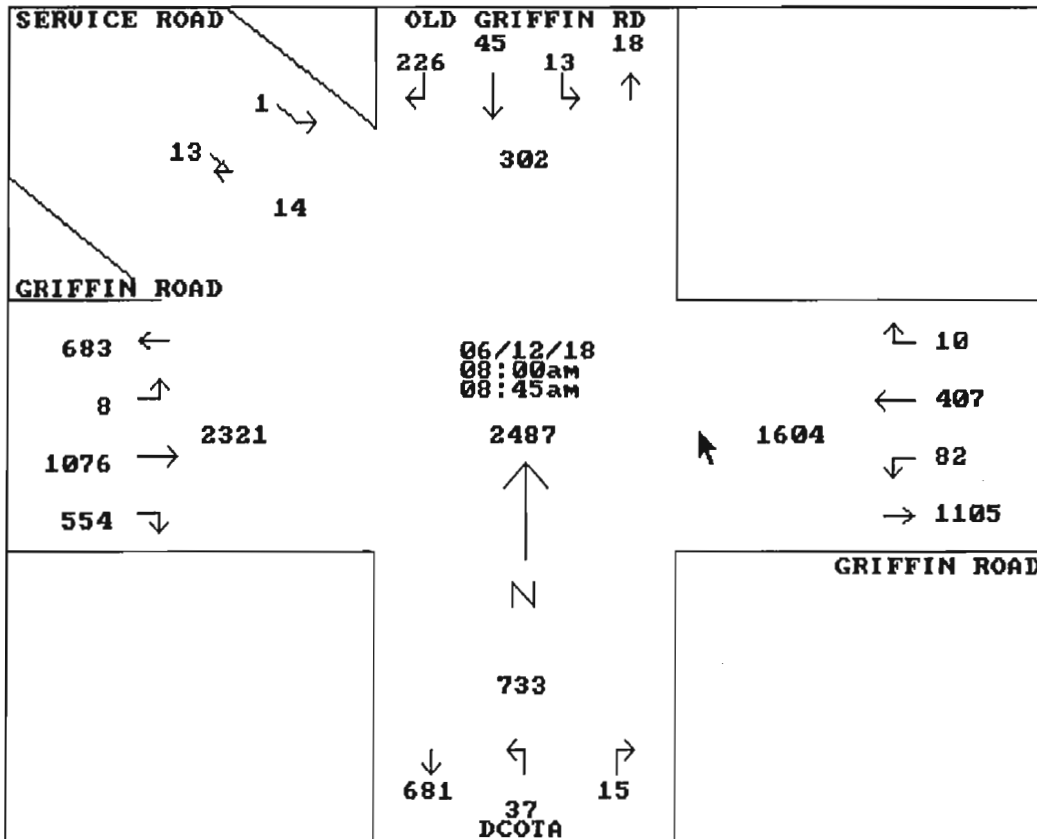
OLD GRIFFIN RD				GRIFFIN ROAD				DCOTA				GRIFFIN ROAD				SERVICE ROAD									
From North				From East				From South				From West				From Northwe									
Start Time	Right	Thru	Uturn	Left	Right	Thru	Uturn	Left	Uturn	Right	Old GR	Right	Old GR	Thru	Uturn	Left	Right	Thru	Old GR	Left	Uturn	Right	Left	Right	Total
06/12/18																									
07:00	30	2	1	0	2	73	0	3	0	1	2	0	2	25	139	67	0	1	1	0	349				
07:15	50	2	2	0	3	100	0	5	0	0	1	0	2	43	131	81	0	0	2	0	422				
07:30	53	6	4	1	0	86	1	10	1	1	1	0	5	505	181	95	0	2	0	505					
07:45	66	8	2	3	1	99	0	23	0	0	5	0	7	96	191	87	0	1	3	0	592				
Hour	199	18	9	4	6	358	1	41	1	2	9	0	16	220	642	330	0	4	8	0	1868				
08:00	54	9	3	0	6	98	0	13	0	1	3	0	4	85	191	128	0	1	4	0	600				
08:15	62	10	2	0	1	106	0	25	1	2	1	0	8	116	164	76	0	4	2	1	581				
08:30	67	12	4	0	1	99	0	17	0	1	3	0	10	144	170	104	0	1	4	0	637				
08:45	43	14	3	1	2	104	0	26	0	3	1	0	15	209	160	83	0	2	3	0	659				
Hour	226	45	12	1	10	407	0	81	1	7	8	0	37	554	685	391	0	8	13	1	2487				
[BREAK]																									
16:00	105	1	0	4	3	189	0	3	0	3	1	0	30	15	105	70	0	5	0	0	534				
16:15	90	0	0	3	1	170	0	4	1	4	3	0	37	7	107	111	0	6	0	0	544				
16:30	68	0	3	0	4	221	0	1	0	3	5	0	53	9	133	118	0	2	2	0	622				
16:45	94	3	3	2	5	227	0	2	0	10	3	0	54	4	143	130	0	11	2	0	659				
Hour	357	4	6	9	13	807	0	10	1	20	12	0	174	35	488	429	0	24	4	0	2393				
17:00	111	0	3	3	3	233	0	4	0	9	10	0	74	7	148	109	0	4	3	0	721				
17:15	75	1	3	2	7	311	1	3	0	20	20	0	170	1	159	136	0	6	2	0	917				
17:30	66	0	1	4	2	279	0	3	0	21	13	0	163	6	160	127	0	4	3	0	855				
17:45	49	1	1	0	5	242	0	3	0	30	16	0	124	3	134	132	0	13	3	0	756				
Hour	301	2	8	9	17	1065	1	13	0	80	59	0	531	17	601	504	0	27	11	0	3246				
Total	1083	69	35	23	46	2637	2	145	3	109	88	0	758	826	2416	1654	0	63	36	1	9994				
% Apr.	89.5	5.7	2.8	1.9	1.6	93.0	-	5.1	0.1	11.4	9.2	-	79.3	16.6	48.7	33.3	-	1.2	97.2	2.7	-	-			
% Int.	10.8	0.6	0.3	0.2	0.4	26.3	-	1.4	-	1.0	0.8	-	7.5	8.2	24.1	16.5	-	0.6	0.3	-	-				

GRIFFIN ROAD & DCOTA & OLD GRIFFIN
 DANIA BEACH, FLORIDA
 COUNTED BY: L. PALOMINO & S. SALVO
 SIGNALIZED

Traffic Survey Specialists, Inc.
 85 SE 4th Avenue, Unit 109
 Delray Beach, Florida 33483
 (561)272-3255

Study Name: GRIFOLDG
 Site Code : 00180101
 Start Date: 06/12/18
 Page : 2

ALL VEHICLES																						
OLD GRIFFIN RD					GRIFFIN ROAD					DCOTA					GRIFFIN ROAD					SERVICE RO		
From North					From East					From South					From West					From North		
Start	UTurn										Right										THRU	
Time	Right	Thru	UTurn	Left	Right	Thru	UTurn	Left	OLD GR	Right	OLD GR	Thru	UTurn	Left	Right	Thru	OLD GR	Left	UTurn	Right	Left	
Peak Hour Analysis By Entire Intersection for the Period: 07:00 on 06/12/18 to 08:45 on 06/12/18																						
Time	08:00				08:00				08:00				08:00				08:00					
Vol.	226	45	12	1	10	407	0	81	1	7	8	0	0	37	554	685	391	0	8	13	1	
Pct.	79.5	15.8	4.2	0.3	2.0	81.5	0.0	16.2	0.2	13.4	15.3	0.0	0.0	71.1	33.8	41.8	23.8	0.0	0.4	92.8	7.1	
Total	284				499				52				1638				14					
High	08:30				08:15				08:45				08:45				08:00					
Vol.	67	12	4	0	1	106	0	25	1	3	1	0	0	15	209	160	83	0	2	4	0	
Total	83				133				19				454				4					
PHF	0.855				0.938				0.684				0.902				0.875					

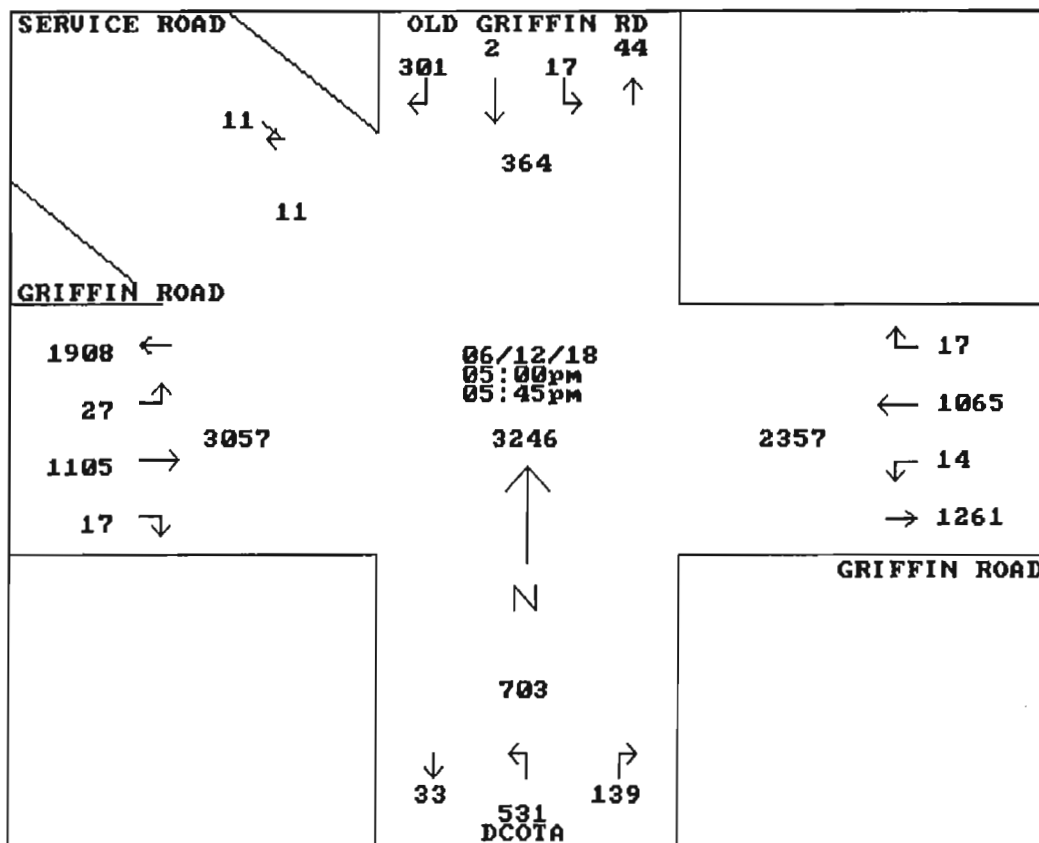


GRIFFIN ROAD & DCOTA & OLD GRIFFIN
 DANIA BEACH, FLORIDA
 COUNTED BY: L. PALOMINO & S. SALVO
 SIGNALIZED

Traffic Survey Specialists, Inc.
 85 SE 4th Avenue, Unit 109
 Delray Beach, Florida 33483
 (561)272-3255

Study Name: GRIFOLDG
 Site Code : 00180101
 Start Date: 06/12/18
 Page : 3

ALL VEHICLES																							
OLD GRIFFIN RD				GRIFFIN ROAD				DCOTA				GRIFFIN ROAD				SERVICE RO							
From North				From East				From South				From West				From North							
Start								UTurn	Right				THRU										
Time	Right	Thru	UTurn	Left	Right	Thru	UTurn	Left	OLD GR	Right	OLD GR	Thru	UTurn	Left	Right	Thru	OLD GR	Left	UTurn	Right	Left		
Peak Hour Analysis By Entire Intersection for the Period: 16:00 on 06/12/18 to 17:45 on 06/12/18																							
Time	17:00				17:00				17:00				17:00				17:00				17:00		
Vol.	301	2	8	9	17	1065	1	13	0	80	59	0	0	531	17	601	504	0	27	11	0		
Pct.	94.0	0.6	2.5	2.8	1.5	97.1	0.0	1.1	0.0	11.9	8.8	0.0	0.0	79.2	1.4	52.3	43.8	0.0	2.3	100.0	0.0		
Total	320				1096				670				1149				11						
High	17:00				17:15				17:15				17:15				17:00						
Vol.	111	0	3	3	7	311	1	3	0	20	20	0	0	170	1	159	136	0	6	3	0		
Total	117				322				210				302				3						
PHF	0.684				0.851				0.798				0.951				0.917						



2018 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 8601 CEN.-W OF US1 TO SR7

MOCF: 0.98

WEEK	DATES	SF	PSCF
1	01/01/2018 - 01/06/2018	1.00	1.02
2	01/07/2018 - 01/13/2018	1.01	1.03
3	01/14/2018 - 01/20/2018	1.01	1.03
4	01/21/2018 - 01/27/2018	1.00	1.02
* 5	01/28/2018 - 02/03/2018	0.99	1.01
* 6	02/04/2018 - 02/10/2018	0.97	0.99
* 7	02/11/2018 - 02/17/2018	0.96	0.98
* 8	02/18/2018 - 02/24/2018	0.96	0.98
* 9	02/25/2018 - 03/03/2018	0.96	0.98
*10	03/04/2018 - 03/10/2018	0.97	0.99
*11	03/11/2018 - 03/17/2018	0.97	0.99
*12	03/18/2018 - 03/24/2018	0.97	0.99
*13	03/25/2018 - 03/31/2018	0.98	1.00
*14	04/01/2018 - 04/07/2018	0.98	1.00
*15	04/08/2018 - 04/14/2018	0.98	1.00
*16	04/15/2018 - 04/21/2018	0.99	1.01
*17	04/22/2018 - 04/28/2018	1.00	1.02
18	04/29/2018 - 05/05/2018	1.01	1.03
19	05/06/2018 - 05/12/2018	1.02	1.04
20	05/13/2018 - 05/19/2018	1.03	1.05
21	05/20/2018 - 05/26/2018	1.03	1.05
22	05/27/2018 - 06/02/2018	1.03	1.05
23	06/03/2018 - 06/09/2018	1.02	1.04
24	06/10/2018 - 06/16/2018	1.02	1.04
25	06/17/2018 - 06/23/2018	1.02	1.04
26	06/24/2018 - 06/30/2018	1.02	1.04
27	07/01/2018 - 07/07/2018	1.02	1.04
28	07/08/2018 - 07/14/2018	1.03	1.05
29	07/15/2018 - 07/21/2018	1.03	1.05
30	07/22/2018 - 07/28/2018	1.02	1.04
31	07/29/2018 - 08/04/2018	1.02	1.04
32	08/05/2018 - 08/11/2018	1.01	1.03
33	08/12/2018 - 08/18/2018	1.01	1.03
34	08/19/2018 - 08/25/2018	1.01	1.03
35	08/26/2018 - 09/01/2018	1.02	1.04
36	09/02/2018 - 09/08/2018	1.02	1.04
37	09/09/2018 - 09/15/2018	1.03	1.05
38	09/16/2018 - 09/22/2018	1.02	1.04
39	09/23/2018 - 09/29/2018	1.01	1.03
40	09/30/2018 - 10/06/2018	1.01	1.03
41	10/07/2018 - 10/13/2018	1.00	1.02
42	10/14/2018 - 10/20/2018	1.00	1.02
43	10/21/2018 - 10/27/2018	1.00	1.02
44	10/28/2018 - 11/03/2018	1.00	1.02
45	11/04/2018 - 11/10/2018	1.01	1.03
46	11/11/2018 - 11/17/2018	1.01	1.03
47	11/18/2018 - 11/24/2018	1.01	1.03
48	11/25/2018 - 12/01/2018	1.01	1.03
49	12/02/2018 - 12/08/2018	1.00	1.02
50	12/09/2018 - 12/15/2018	1.00	1.02
51	12/16/2018 - 12/22/2018	1.01	1.03
52	12/23/2018 - 12/29/2018	1.01	1.03
53	12/30/2018 - 12/31/2018	1.01	1.03

* PEAK SEASON

25-FEB-2019 16:26:26

830UPD

4_8601_PKSEASON.TXT

Traffic Statement for DCOTA DRI Abandonment

APPENDIX C

HISTORIC FDOT ANNUAL AVERAGE DAILY TRAFFIC (AADT)

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2018 HISTORICAL AADT REPORT

NTY: 86 - BROWARD

3: 0076 - SR 818 / GRIFFIN RD - W OF SR 9/I 95

	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
		-----	-----	-----	-----	-----
3	35000 C	E 18000	W 17000	9.00	54.50	5.70
7	37000 C	E 18000	W 19000	9.00	51.90	4.50
5	34000 C	E 17000	W 17000	9.00	54.10	5.70
5	32000 C	E 16000	W 16000	9.00	54.00	5.80
1	32000 C	E 16000	W 16000	9.00	54.20	7.60
3	32000 C	E 16000	W 16000	9.00	53.60	6.50
2	33500 C	E 17000	W 16500	9.00	52.20	6.00
1	31500 C	E 15000	W 16500	9.00	52.50	5.00
0	28500 C	E 14000	W 14500	8.35	52.69	5.00
9	30500 C	E 15000	W 15500	8.53	53.89	5.10
3	33500 C	E 17500	W 16000	8.81	54.16	4.70
7	40500 C	E 20500	W 20000	8.63	55.75	5.10
5	42500 C	E 21500	W 21000	8.40	55.34	5.40
5	40500 C	E 20000	W 20500	8.20	51.70	4.60
1	41500 C	E 20500	W 21000	9.10	55.30	4.60
3	44500 C	E 21000	W 23500	8.60	57.50	5.60

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2018 HISTORICAL AADT REPORT

NTY: 86 - BROWARD

3: 0416 - SR 5/US 1 - N OF 'NEW' GRIFFIN RD. - REF STATION # 0001

	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
3	36500 C	N 17500	S 19000	9.00	54.10	3.20
3	35500 C	N 17500	S 18000	9.00	53.80	5.00
7	37000 C	N 18500	S 18500	9.00	55.20	5.00
5	36000 C	N 15000	S 21000	9.00	54.90	4.40
5	53500 S	N 25000	S 28500	9.00	54.50	4.40
3	53500 F	N 25000	S 28500	9.00	54.60	6.30
2	53500 C	N 25000	S 28500	9.00	55.00	2.50
L	48000 C	N 22000	S 26000	9.00	54.50	2.50
0	40000 C	N 20000	S 20000	9.37	54.06	2.50
3	48000 C	N 23500	S 24500	9.31	53.74	6.80
3	46000 C	N 20500	S 25500	9.70	54.48	6.80
7	52000 C	N 26000	S 26000	9.10	53.47	2.50
5	51000 C	N 24500	S 26500	9.48	53.59	4.20
5	55000 C	N 27000	S 28000	10.60	58.90	3.40
1	58000 C	N 29000	S 29000	10.40	56.30	3.40
3	49000 C	N 24000	S 25000	9.20	55.90	3.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2018 HISTORICAL AADT REPORT

NTY: 86 - BROWARD

3: 5299 - SR 818 / GRIFFIN RD - W OF US 1

	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
		-----	-----	-----	-----	-----
3	19800 C	E 10500	W 9300	9.00	54.50	5.40
7	21000 C	E 10500	W 10500	9.00	51.90	5.40
5	18500 C	E 9800	W 8700	9.00	54.10	16.00
5	16100 C	E 7800	W 8300	9.00	54.00	16.00
4	14900 C	E 6900	W 8000	9.00	54.20	16.00
3	15100 C	E 8300	W 6800	9.00	53.60	6.50
2	16800 C	E 8800	W 8000	9.00	52.20	6.00
L	17900 C	E 9200	W 8700	9.00	52.50	5.00
0	17400 C	E 8300	W 9100	8.35	52.69	5.00
9	17700 C	E 8800	W 8900	8.53	53.89	5.10
3	17600 C	E 8700	W 8900	8.81	54.16	4.60
7	14900 C	E 7400	W 7500	8.63	55.75	4.50
5	15100 C	E 7300	W 7800	8.40	55.34	5.40
5	14300 C	E 7000	W 7300	8.20	51.70	5.40
4	15000 C	E 7500	W 7500	9.10	55.30	5.40
3	14900 C	E 7400	W 7500	8.60	57.50	5.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

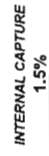
Traffic Statement for DCOTA DRI Abandonment

APPENDIX D

TRIP GENERATION INTERNALIZATION MATRICES

DCOTA
Weekday PM Peak Hour

Project Name
Time Period

n:\ranplan\vero\TE Internalization.xls

PM PEAK-HOUR INTERNALIZATION --- ITE TRIP GENERATION AND INTERNAL CAPTURE SUMMARY
DCOTA FULL OCCUPANCY WITH HOTEL AM PEAK HOUR TRIP GENERATION AND INTERNAL CAPTURE SUMMARY

Analyst _____
Date _____

Project Name
Time Period

DCOTA
Weekday PM Peak Hour

LAND USE A Retail

ITE LU Code Showroom Size 777,330 sf				
	Total	Internal	External	
Enter	52	5	47	
Exit	951	19	932	
Total	1,003	24	979	
%	100%	2.4%	97.6%	

Exit to External
932

Enter From External
47

Demand 2% 1

Balanced 1

Demand 16% 15

Demand 5% 48

Balanced 15

Demand 17% 15

LAND USE B Hotel

ITE LU Code Size 310 245 Rooms				
	Total	Internal	External	
Enter	88	15	73	
Exit	91	1	90	
Total	179	16	163	
%	100%	8.9%	91.1%	

Enter From External
73

Exit to External
90

Demand 2% 2

Balanced 0

Demand 0% 0

Balanced 0

Demand 5% 0

LAND USE C Office

ITE LU Code Size 60,000 sf				
	Total	Internal	External	
Enter	11	4	7	
Exit	60	4	56	
Total	71	8	63	
%	100%	11.3%	88.7%	

Exit to External
56

Enter From External
7

Demand 8% 4

Balanced 4

Demand 20% 12

LAND USE D

ITE LU Code Size				
	Total	Internal	External	
Enter		0	0	
Exit		0	0	
Total		0	0	
%	100%	#DIV/0!	#DIV/0!	

Enter From External
0

Exit to External
0

Demand 0% 0

Balanced 0

Demand 0% 0

Balanced 0

Demand 5% 0

NET EXTERNAL TRIPS FOR MULTI-USE DEVELOPMENT

	LAND USE A	LAND USE B	LAND USE C	LAND USE D	TOTAL
Enter	47	73	7	0	127
Exit	932	90	56	0	1,078
Total	979	163	63	0	1,205
Single-Use Trip Gen. Est.	1,003	179	71	0	1,253

INTERNAL CAPTURE
3.8%

Traffic Statement for DCOTA DRI Abandonment

APPENDIX E

BROWARD COUNTY TRANSIT MODE SHARE

BASELINE CONDITIONS

Travel Time to Work

Table 3-18 details the average travel time for workers in Broward County compared to the typical Florida resident. In general, Broward County commute times are longer than the typical Florida resident. In Broward County, only 7.5% of employed residents can reach work within 10 minutes, which is lower than the comparable state figure. In fact, 55.4% of Broward residents can travel to work within 30 minutes, compared with 60.1% of Florida residents. More than 8% of Broward residents have commute times greater than 60 minutes.

Table 18: Travel Time to Work

Location	< 10 Minutes	10–19 Minutes	20–29 Minutes	30–44 Minutes	45–59 Minutes	> 60 Minutes
Broward	7.5%	24.8%	23.1%	26.8%	9.5%	8.3%
Florida	9.3%	27.8%	23.0%	23.9%	8.6%	7.5%

Source: 2016 ACS 5-Year Estimates

Means of Travel to Work

As shown in Table 3-19, nearly four out of every five workers in Broward County drive alone to work, which is commensurate with Florida as a whole. Three percent of workers take public transportation, which is moderately higher than the statewide figure. Carpooling, walking/biking, and other forms of travel to work are comparable to the statewide average mode shares.

Table 19: Travel Mode to Work

Location	Drive Alone	Carpool	Public Transportation	Walk/Bike	Work from Home	Other
Broward	79.4%	9.4%	3.0%	1.9%	4.9%	1.5%
Florida	79.5%	9.3%	2.1%	2.2%	5.4%	1.5%

Source: 2016 ACS 5-Year Estimates

Roadway Conditions

Maps 3-13 and 3-14 depict roadway level-of-service (LOS) during peak travel periods in Broward County in 2017 and 2040, respectively. Level of service is a measure that describes the quality of traffic service along a given roadway segment. A large component in evaluating a roadway's LOS is the volume of cars compared to the design capacity of the roadway. As this ratio approaches 1.0, congestion increases and travel speeds decrease, resulting in diminished levels of service. Additional factors, such as the number of lanes, travel speed, and density of traffic contribute, to formulating LOS scores, which are based on a scale of "A" (free-flow) to "F" (failing with significant delays).

In the 2017 LOS map, roadway segments with scores of "D" or worse are primarily found east of I-95 and south of I-595. Severely congested roadways that extend across the county become more congested closer to Miami, particularly around Hollywood. Otherwise, most roadways in 2017 were categorized as "C," exhibiting near free-flow traffic with minor restrictions on traffic movement. However, as the 2040

Traffic Statement for DCOTA DRI Abandonment

APPENDIX F

**BROWARD COUNTY 2017 AND 2040
ROADWAY CAPACITY AND LEVEL OF SERVICE ANALYSIS**

LAW OFFICES
**DOUMAR, ALLSWORTH, LAYSTROM, VOIGT,
ADAIR & DISHOWITZ, LLP**

JOHN H. ADAIR, III, P.A.
EMERSON ALLSWORTH, P.A.
E. SCOTT ALLSWORTH, P.A.
MARK E. ALLSWORTH, P.A.

1177 SOUTHEAST THIRD AVENUE
FORT LAUDERDALE, FLORIDA 33316-1109
BROWARD (954) 762-3400
TOLL FREE (866) 242-9488
TELEFAX (954) 525-3423
WEBSITE: SFLALAW.COM

BENJAMIN R. DISHOWITZ, P.A.
RAYMOND A. DOUMAR, P.A.*
C. WILLIAM LAYSTROM, JR., P.A.
JOHN D. VOIGT, P.A.
JEFFREY S. WACHS, P.A.+

+ALSO ADMITTED IN PENNSYLVANIA
*FORMERLY ADMITTED IN MICHIGAN

OF COUNSEL
JOHN W. PERLOFF, P.A.
JODIE SIEGEL, P.A.

December 6, 2018

Ms. Corinne Lajoie, AICP, LEED GA
Planning and Zoning Manager
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Re: Request for Abandonment of the Design Center of the
Americans DRI

Dear Ms. Lajoie:

On behalf of the Design Center of the Americas, LLC, we are requesting to abandon the Design Center of the Americas DRI. Included in the application package is the current biennial monitoring report, which includes the status of each of the conditions of the DRI (Exhibit G), as well as a statement of what approved buildings have been completed with a sketch.

Chapter 380.06, Florida Statutes, placed the responsibility on the developer of an approved development of regional impact (DRI) for submitting a biennial report to the local government, the regional planning agency, the Department of Economic Opportunity, and to all affected permit agencies.

On April 9, 2018, Florida's Governor signed into a law a bill that significantly amended Chapter 380.06, Florida Statutes, and removed the requirements for monitoring reports to be submitted to the Department of Economic Opportunity or the regional planning agency. As you are aware, all DRI enforcement

Ms. Corinne Lajoie, AICP, LEED GA
December 6, 2018
Page 2

has been shifted only to the local government. As a result, both Broward County and the State of Florida are no longer involved in this process.

Therefore, we are submitting the updated report to the City of Dania Beach for consideration with an application to abandon the Design Center of the Americas DRI under the City of Dania Beach's application requirements. The report mirrors the format of the State-required reports in the past. The last report monitoring period was December 1, 2012 through November 23, 2015. This report begins on November 24, 2015 and goes through November 16, 2018.

We are submitting the application package in December for review with the understanding that the DRC meeting will be held during the month of January. Thank you for your attention to this matter. Please contact me should you have any questions or if anything further is required with regard to the application or supporting documentation.

Sincerely,

A handwritten signature in blue ink, appearing to read "John D. Voigt", is written over a light blue rectangular background.

JOHN D. VOIGT
For the Firm

JDV/kdr

ORDINANCE NO. 47-91

AN ORDINANCE OF THE CITY OF DANIA, FLORIDA, AMENDING THE DEVELOPMENT ORDER FOR THE DESIGN CENTER OF THE AMERICAS DEVELOPMENT OF REGIONAL IMPACT ADOPTED BY CITY OF DANIA ORDINANCE NO. 20, AS AMENDED BY CITY OF DANIA ORDINANCE NO. 04-84, CITY OF DANIA ORDINANCE NO. 22-84, CITY OF DANIA ORDINANCE NO. 05-87, CITY OF DANIA ORDINANCE NO. 02-88, AND CITY OF DANIA ORDINANCE NO. 23-90 TO MODIFY CERTAIN CONDITIONS RELATING TO THE DEVELOPMENT OF THE DESIGN CENTER OF THE AMERICAS DEVELOPMENT OF REGIONAL IMPACT AND TO MODIFY THE PHASING SCHEDULE DESCRIBED IN THE DESIGN CENTER OF THE AMERICAS APPLICATION FOR DEVELOPMENT APPROVAL; PROVIDING THAT ALL TERMS AND CONDITIONS OF THE DEVELOPMENT ORDER SHALL REMAIN IN FULL FORCE AND EFFECT, EXCEPT AS AMENDED BY THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING THAT ALL ORDINANCES OR PARTS OF ORDINANCES AND ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith BE REPEALED TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania previously adopted a Development Order (the "Development Order") by Ordinance No. 20 on September 13, 1983, approving with conditions the Application for Development Approval for the Development of Regional Impact known as the Design Center of the Americas; and

WHEREAS, the Development Order was subsequently amended by City of Dania Ordinance No. 04-84, adopted on April 24, 1984, City of Dania Ordinance No. 22-84, adopted on September 25, 1984, City of Dania Ordinance No. 05-87, adopted on April 14, 1987, City of Dania Ordinance No. 02-88, adopted February 9, 1988, and City of Dania Ordinance No. 23-90, adopted on May 8, 1990; and

WHEREAS, the Development Order, as amended, includes certain conditions relating to the construction of Northwest 2nd Street from the project to Bryan Road and associated traffic engineering improvements; and

WHEREAS, the Developer of the Design Center of the Americas previously submitted to the South Florida Regional Planning Council, Broward County, and the City of Dania a traffic study pursuant to Section 1.01N of the Development Order, as amended, demonstrating that it is not necessary to construct Northwest 2nd Street and the associated traffic engineering improvements in order to maintain acceptable levels of service on the roadway system; and

WHEREAS, it is deemed advisable to modify the Development Order, as amended, in order to conform the Development Order with the results of such traffic study; and

WHEREAS, the Application for Development Approval approved by the Development Order, as amended, described a phasing schedule for the development of the Design Center of the Americas; and

WHEREAS, the City of Dania has received a request from the Developer of the Design Center of the Americas to amend the Development Order, as amended, to modify the phasing schedule described in the Application for Development Approval; and

WHEREAS, the City of Dania has reviewed the proposed modification of the conditions of the Development Order, as amended, relating to the construction of Northwest 2nd Street, and the proposed modification to the phasing schedule described in the Application for Development Approval pursuant to the criteria enumerated in Section 380.06(19), Florida Statutes, and has determined that such proposed modification, subject to the conditions contained herein, does not constitute a "substantial deviation" from the approved Development Order, as amended, requiring further development of Regional Impact review.

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

Section 1. That the above recitals are true and correct and are incorporated herein by reference.

Section 2. Section 1.01 of the Development Order, as amended, is hereby amended to delete Paragraphs N, O, P, V, W, Z, AA and CC.

Section 3. New Paragraphs N and V of Section 1.01 of the Development Order, as amended, are hereby created to read as follows:

N. The Applicant shall pay the following amounts to the Florida Department of Transportation ("FDOT") at the times indicated below as a fair share assessment for improvements to the intersections of I-95 and Stirling Road and I-95 and Griffin Road:

(1) Prior to the issuance of a certificate of occupancy by the City for the Phase 3 Wholesale Showroom (250,000 square feet) - \$37,493.45;

(2) Prior to the issuance of a certificate of occupancy by the City for the Phase 3 office building (120,000 square feet) - \$45,640.60;

(3) Prior to the issuance of a certificate of occupancy by the City for the Phase 4 Wholesale Showroom (190,889 square feet) - \$27,711.35.

* * *

V. The City will withhold issuance of the respective certificate of occupancy until the Applicant provides the City with a signed receipt or other documentary evidence indicating that the amount set forth below relating to the specific development approved by that certificate of occupancy has been paid to FDOT as provided below:

(1) Phase 3 Wholesale Showroom (260,000 square feet) - \$37,493.46;

(2) Phase 3 Office Building (120,000 square feet) - \$45,640.60;

(3) Phase 4 Wholesale Showroom (190,809 square feet) - \$27,711.35.

Section 4. That a modification in the phasing schedule for development of the Design Center of the Americas Development of Regional Impact, as described in the Application for Development Approval, approved by the Development Order, as amended, is hereby approved so that the phasing schedule shall now consist of the following:

Phase	Design Center Showroom	Office	Hotel Rooms	Construction Begin	Construction End	Operations Beginning
1	261,111 s.f.	60,000 s.f.	250	1983	1985	1984
2	288,000 s.f.			1987	1988	1988
3	260,000 s.f.	120,000 s.f.		1993-94	1994-95	1994-95
4	190,889 s.f.			1996-97	1997-98	1997-98

Provided, however, that the Phase 1 Design Center Showroom building may contain more than 261,111 square feet and the Phase 2 Design Center Showroom Building may contain less than 288,000 square feet, provided the combined square footage of the Phase 1 and 2 Design Center Showroom Buildings does not exceed 549,111 square feet.

Section 5. That except as modified hereby, all terms and conditions of the Development Order, as amended, shall remain in full force and effect. The phasing schedule for the Design Center of the Americas set forth in Section 4 above shall be utilized in determining whether any future change in the phasing schedule constitutes a substantial deviation pursuant to Section 380.06(19), Florida Statutes.

Section 6. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 7. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 8. That this ordinance shall be in force and take effect immediately upon its final passage and adoption.

PASSED AND ADOPTED on First Reading on the 22nd day of October, 1991.

PASSED AND ADOPTED on Second and Final Reading on the 17th day of December, 1991.

Robert Mikes
ROBERT MIKES, MAYOR

ATTEST:

Wanda Mullikin
WANDA MULLIKIN
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

BY: Frank C. Adler
FRANK ADLER
CITY ATTORNEY

F:\VOTING\SYSTEMS\SYSTEMS\SYSTEMS\SYSTEMS



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: DRI Abandonment (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

Date Rec'd: _____

Petition No.: QT-85-19

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: 1855 Griffin Road, Dania Beach, 33004

Lot(s): ---- Block: --- Subdivision: Application covers both of the entire plats listed below:

Recorded Plat Name: Design Center of the Americas and Design Center Hotel Office Complex

Folio Number(s): See attached. Legal Description: See attached.

Applicant/Consultant/Legal Representative (circle one) John D. Voigt, Esq. (Doumar, Allsworth, Laystrom, Voigt,

Address of Applicant: 1177 SE 3rd Avenue, Ft. Lauderdale, FL 33316 Wachs, & Adair LLP)

Business Telephone: 954-762-3400 Home: _____ Fax: 954-468-1469

E-mail address: JDVOIGT@aol.com

Name of Property Owner: See attached owners by parcel ID

Address of Property Owner: DCOTA - 1855 Griffin Road, Suite B-482, Dania Beach, FL 33004

Business Telephone: 954-607-2626 Home: _____ Fax: _____

Explanation of Request: To abandon the "Design Center of the Americas" DRI.

*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: 43.777 Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: Wholesale Showroom, Proposed Use: Wholesale Showroom, Office, and Hotel.
Office, and Hotel

Is property owned individually, by a corporation, association, or a joint venture?

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize John D. Voigt and Doumar Allsworth Laystrom et al (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 14th DAY OF NOVEMBER, 2018

By: STEVEN M. CHERNIAK, Notary Public
State of New York, No. 24-4603886
Qualified in Nassau County
Cert. Filed in New York County
Commission Expires April 30, 2020

(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary

(Signature of Notary Public – State of NEW YORK)

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.**

AGENT AUTHORIZATION

The undersigned, as manager of the following listed ownership entities of the properties that comprise the Design Center of the Americas ("DCOTA"), hereby appoints Design Center of the Americas, LLC as the authorized agent for all ownership entities to sign all applications and otherwise process all applications for developmental approvals with the City of Dania Beach, Florida, Broward County, the State of Florida, and the Federal Aviation Administration with regard to the DCOTA development and the forthcoming OCOTA office development:

<u>Folio Number</u>	<u>Owner</u>
5042 33 36 0014	1835 Griffin Road LLC
5042 33 36 0010	Cohen Dania Beach Hotel LLC
5042 33 36 0015	1835 Griffin Road LLC
5042 33 36 0011	1805 Griffin Road LLC
5042 33 36 0013	1805 Griffin Road LLC
5042 33 36 0012	1815 Building Company LLC
5042 33 38 0010	Design Center of the Americas LLC
5042 33 38 0020	DCOTA Development Company LP

Further, the undersigned authorizes the engineering and design firm of Keith & Schnars, and the law firm of Doumar, Allsworth, et al., to submit all required applications to the City of Dania Beach, Broward County, Florida, the State of Florida, the Federal Aviation Administration, and any other governmental entities or agencies with regard to further development of the DCOTA and OCOTA projects. This authorization is effective immediately and shall remain in effect until revoked in writing.

Dated this 3rd day of December, 2018.

(Continued on page 2)

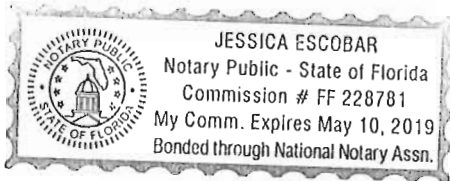
1835 Griffin Road LLC
Cohen Dania Beach Hotel LLC
1805 Griffin Road LLC
1815 Building Company LLC
Design Center of the Americas LLC
DCOTA Development Company LP
DCOTA Cohen LLC
DCOTA Cohen Holdings LLC

By: [Signature]
Print Name: Charles S. Cohen
As Manager

STATE OF Florida
COUNTY OF Broward

SS:

SWORN to and subscribed before me this 3rd day of
December, 20 18 by Charles Cohen.



[Signature]
(Signature of Notary Public -
State of Florida)
Jessica Escobar
(Print, type or stamp
Commissioned Name of Notary
Public)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

PAYMENT DATE

12/07/2018

COLLECTION STATION

City Hall Window 2

RECEIVED FROMDESIGN CENTER OF THE
AMERICAS LLC**DESCRIPTION**

750 LEXINGTON AVE NEWYORK, NY 10022

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004**BATCH NO.**

2019-03000209

RECEIPT NO.

2019-00011033

CASHIER

fincashier2

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
CR	Cost Recovery Misc NEW PROJECT	\$5,000.00
PSP	Appl Review - Standard NEW PROJECT	\$500.00
Payments:		
	Type	Amount
	Check 125436	\$5,000.00
	Check 125435	\$500.00
	Total Amount:	\$5,500.00

Customer Copy

Legal Description

Design Center of the Americas DRI

ALL OF PARCEL "A" DESIGN CENTER HOTEL/OFFICE COMPLEX, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 118, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 12.86 ACRES, MORE OR LESS.

TOGETHER WITH:

ALL OF PARCEL "A" DESIGN CENTER OF THE AMERICAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 119, PAGE 32, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 30.9177 ACRES, MORE OR LESS.

Please note:

The acreages listed here for both parcels do NOT include the acreage from the plat that has been dedicated for Right-of-Way.

Total acreage: 43.77

Folio numbers and Property owners: (listed from north to south, west to east).

- 1 5042 33 36 0014 1835 Griffin Road LLC
- 2 5042 33 36 0010 Cohen Dania Beach Hotel LLC
- 3 5042 33 36 0015 1835 Griffin Road LLC
- 4 5042 33 36 0011 1805 Griffin Road LLC
- 5 5042 33 36 0013 1805 Griffin Road LLC
- 6 5042 33 36 0012 1815 Building Company LLC
- 7 5042 33 38 0010 Design Center of the Americas LLC
- 8 5042 33 38 0020 DCOTA Development Company LP

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE SITE PLAN MODIFICATION (SP-08-13MOD) REQUEST AND VARIANCE (VA-80-19) REQUEST SUBMITTED BY CHEN MOORE AND ASSOCIATES, INC., ON BEHALF OF THE PROPERTY OWNER, BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, FOR PROPERTY LOCATED AT 4980 SW 40TH AVENUE, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION

Purchasing Requests ONLY

Dept:

Acct #:

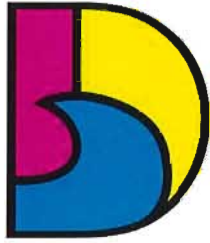
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

CM BC Water Treatment OPT, SR BC Water Treatment OPT, R-2019- Broward County Water Treatment Plant Site Plan Modification (SP-08-13MOD) and Variance (VA-80-19), Brow Water Treatment app & backup, Drawing Set



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

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

DATE: July 30, 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*
Muriel Bryan, Planner *MB*

RE: **SP-08-13MOD/VA-80-19:** The applicant, Chen Moore & Associates, on behalf of Broward County, is requesting a variance and site plan modification for the height of a perimeter fence located at 4980 SW 40th Ave.

The Request

VARIANCE: To allow a ten foot (10') tall fence along the front property line; the LDC permits a maximum of four feet (4') fence per Section 309-40(B).

SITE PLAN MODIFICATION: Approve the site plan modification allowing changes to the fencing along SW 40th Ave.

Background

On March 12, 2013, the City Commission approved the height reduction as a Special Exception request. The applicant amended their requests to reduce the height of the tower to 130 feet and installed the 8 foot perimeter fence around the tower.

April 23, 2013 the City Commission approved Resolution 2013-044, allowing a 130 foot monopole telecommunications tower.

On March 10, 2015 the City Commission approved variances VA-84-14, VA-95-14, VA-118-14, VA-119-14, VA-120-14 & VA-121-14 (Reso. 2015-007), a Special Exception SE-83-14 (Reso. 2015-006) and Site Plan SP-08-13 (Reso. 2015-008) for the construction of a new water tank.

On February 20, 2019, a Building Permit was issued.

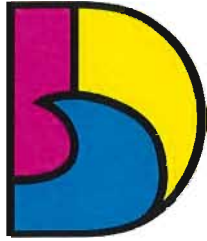
On April 18, 2019, a variance (VA-80-19) was submitted for the proposed ten (10') foot decorative perimeter fence.

Request: To replace the previously approved existing six-foot (6') tall fence with a 10-foot tall decorative metal fence with architectural features and concrete columns.

Budgetary Impact: None. The site is an existing Water and Wastewater Services building which does not pay local taxes. Therefore, the proposed fence modification will have no budgetary impact to the city.

Recommendation

Approval of a variance for a ten foot (10') perimeter metal decorative fence.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: July 30, 2019

TO: Marc C. LaFerrier, AICP, Director

FROM: Corinne Lajoie, AICP, Planning and Zoning Manager *CL*
Muriel Bryan, Planner *MB*

RE: **SP-08-13MOD/VA-80-19:** The applicant, Daniel Davila of Chen Moore & Associates, on behalf of the property owner Broward County Board of Commissioners, is requesting a variance and site plan modification for the height of a revised perimeter fence for a property located at 4980 SW 40th Ave.

The Request

VARIANCE

To allow a ten foot (10') tall fence along the front property line; the LDC permits a maximum of four feet (4') decorative fence per Section 309-40(B).

SITE PLAN MODIFICATION

To approve the site plan modification allowing changes to the fencing along SW 40th Avenue.

Property Information

EXISTING ZONING:	Industrial, Research, Office and Commercial (IROC)
LAND USE DESIGNATION:	Community

Code Violations

There are neither Code Compliance violations nor City Liens on record for the subject property.

BACKGROUND

The subject property is currently a Broward County Water and Wastewater Services facility which had previously received approval for Site Plan improvements and is now under construction for new water storage tank and pump station.

At this time, the applicant is requesting to replace the previously approved six (6') foot decorative fence with a ten (10') foot tall decorative metal fence with architectural features.

Variance

Currently there is a six (6') foot perimeter decorative fence shown on the previously approved Site Plan. However, a six foot (6') fence does not meet Homeland Security requirements. The applicant has stated that the proposed ten (10') foot tall fence meets the security requirements and has proven effective in

providing physical security of this important site for many years. Therefore, the County requests that a variance be allowed a ten (10') foot tall fence.

Section 625 of the City's LDC states, the City Commission or Planning and Zoning Board, if applicable, shall hold its public hearing and, after consideration of the staff recommendation and public input, if any, may deny, approve or approve with conditions the application for variance, based upon its determination that the request meets the criteria identified in Section 625-40, which are identified below.

- 1) "That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city."
- 2) "That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community."
- 3) "That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city."
- 4) "That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome."
- 5) "That the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community."

The applicant has provided written justification identifying how his request is consistent with these criteria.

Site Plan Modification

The applicant is requesting approval of a Site Plan modification allowing changes to the fencing along 40th Avenue. The intent is to replace the existing six foot (6') tall chain link fence with a ten foot (10') tall decorative metal fence with architectural features.

Development Review Committee

The site plan modification was reviewed by the DRC on May 23, 2019 and again on June 21, 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 two (2) outstanding staff comments that must be addressed prior to issuance of a building permit, or otherwise specified time frame, which are provided below.

1. Main entry gates will require a Knox key switch. (Fire)
2. Provide tree protection for existing trees in or near the work area. (Landscape)

Staff Recommendation

Approve the Site Plan Modification provided the variance is approved and the outstanding DRC comments as conditions of approval.

RESOLUTION NO. 2019-084

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-08-13MOD) REQUEST AND VARIANCE (VA-80-19) REQUEST SUBMITTED BY CHEN MOORE AND ASSOCIATES, INC., ON BEHALF OF THE PROPERTY OWNER, BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, FOR PROPERTY LOCATED AT 4980 SW 40TH AVENUE, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the City Code of Ordinances, Chapter 28, entitled "Land Development Code" (the "LDC"), of Part 6, entitled "Development Review Procedures and Requirements," Article 635, entitled "Site Plans," Chen Moore and Associates, Inc., on behalf of Broward County Board of County Commissioners, has applied to the City of Dania Beach (the "City"), for a Site Plan Modification (SP-08-13MOD) approval for property located at 4980 SW 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-08-13MOD) approval to permit the construction of an additional potable water tank and high service pump building on the subject property; and

WHEREAS, Chapter 28, Part 6 of the LDC, Article 625, entitled "Variances," Section 625-40, states that the City may grant a Variance based on its determination that the petitioner has demonstrated that the necessary criteria identified in the LDC have been satisfied; and

WHEREAS, the Applicant has requested a Variance (VA-80-19) to permit a ten (10)-foot front yard fence, where Section 235-30(A) of the LDC prohibits front yard fences that exceed six (6) feet in height; and

WHEREAS, the Applicant has provided sufficient justification demonstrating compliance with the approval criteria to meet the requirements of the LDC; 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 approval of the requested Site Plan Modification (SP-08-13MOD) and Variance (VA-80-19) 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 part of and incorporated into this Resolution by this reference.

Section 2. That pursuant to LDC Article 635, “Site Plan,” the following Site Plan Modification (SP-08-13MOD) request, 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-08-13), approved via Resolution No. 2015-008:

1. Per O-2017-022, for properties over an acre in size, the applicant must obtain and post property signs in accordance with the NEW City requirements. Please see the end of this document for guidelines. (Zoning)
2. Provide tree protection for existing trees in or near the work area. (Landscape)
3. Main entry gates will require a Knox key switch. (Fire)

Section 3. That pursuant to Chapter 28, Article 625 of the LDC, entitled “Variances,” the following Variance (VA-80-19) request, a copy of which is attached and made a part of this Resolution as Exhibit “C,” is approved consistent with the Site Plan Modification provided in Exhibit “B.”

Section 4. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a state or federal agency, or undertakes actions that result in a violation of state or federal law.

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

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

PASSED AND ADOPTED on July 30, 2019.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

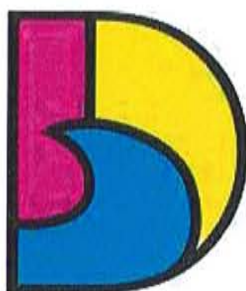
Exhibit "A"
Legal Description

LEGAL DESCRIPTION:

PARCEL "A", BROWARD COUNTY UTILITIES PLANT No. 3a SITE, ACCORING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 114, PAGE 35, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. CONTAINING 207,069 SQUARE FEET OR 4.75 ACRES MORE OR LESS.

Exhibit “B”
Site Plan Modification (SP-08-13MOD)

Exhibit “C”
Variance (VA-80-19)



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
COVER LETTER**

To: ddavila@chenmoore.com

From: dlozandier@daniabeachfl.gov

Date: 6/21/2019

Re: Broward County 3A Water Treatment Plant 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, June 27, 2019 at 10:30 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



BROWARD SHERIFF'S OFFICE
Department of Fire Rescue & Emergency Services
Fire Marshal's Office
Dania Beach District

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



SITE PLAN REVIEW COMMENTS

Date: 6/18/19 **Site Plan No.:** SP-08-13MOD 2nd Review **Time Required For Review:** .5hr

Project: Broward County Water Treatment Plant **Sq. Feet:** 5,130

Plan Reviewer: Brett Dunckel, Fire Prevention Officer / Plans Examiner

☒ Approved As Submitted ☐ Denied ☐ Approved With Conditions
☐ Comments Must Be Addressed and Resubmitted Prior to City Commission Meeting

Note: Main entry gates will require a Knox key switch.

Site plan approved.

Landscape Plan Review: Broward County, 3A Water Treatment Plant

PZ Log Number: SP-08-13MOD/VA-80-19 Review Number: 2

Reviewer: Jake Ripp Date: June 11, 2019



The following comments are based on a review of the landscape plans dated June 2019, for the property located at 4980 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. Provide tree protection for existing trees in or near the work area.

END OF COMMENTS



CITY OF DANIA BEACH

DEPARTMENT OF PUBLIC SERVICES

June 19th, 2019

Engineering and Public Services Comments

Broward County 3A. Water Treatment Plant SP-08-13MOD / VA-80-19 (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 copy of a Traffic Statement was provided by TrafTech Engineering, Inc. dated August 3rd, 2016 ITE (9th Generation). It needs to be updated with a ITE (10th Generation) pending approval by City Engineer.~~

N/A .

2. ~~Please provide copy of Boundary and Topographic Survey dated, signed and sealed by a Florida Registered Professional Land Surveyor showing all existing Utilities and PGD plans including elevations of adjacent streets SW 22nd Ave and Ravenswood Road. Copies of survey showing separate parcels were provided but it needs to be provided all the unified parcels as a whole similarly as shown in Page 2 out of 10. N/A~~

Tier 2: N/A

1. Identify ROW lines and dimensions on SW 40th Avenue.
2. Identify in Civil drawings geometric dimensions like width of driveways aisles, loading parking, proposed turn around areas and others.
3. Provide cross sections of proposed ROW on all the surrounding streets.
4. Provide copies of approved permits from City of Dania Beach, Broward County and FDOT for driveway(s) access and utilities connections (As applicable).
5. Provide Maintenance of Traffic (MOT) Plan by the General Contractor. This will be required if Improvements or cuts on The ROW are required for Utility connections.
6. A complete Paving, Grading and Drainage Plan(s), including the sizes and dimensions of all storm-water infrastructures. Provide Drainage Structures Tables.
7. Provide drainage calculations and geotechnical information supporting the proposed drainage design including its connection with existing system.
8. 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.
9. Provide an on-site drainage system – plan- along with storm-water management calculations (signed and sealed by a registered professional engineer). The calculations shall show how the minimum road crown and finished floor elevations are met, and how the 25-year, 3 day storm event is maintained onsite with zero discharge to the ROW and adjacent properties. The site must store at least the 25-year, 3-day event onsite with NO EXCEPTIONS.
10. Proposed grading and drainage plan shall be based on the storm-water management calculations. Identify minimum paving elevations from drainage calculations.
11. Storm-Water quality design shall be provided in the amount of 2.5-inches times the percent impervious or the first 1 inch of rainfall over the entire site whichever is greater. This calculation will be provided along with the updated complete drainage analysis for permitting.
12. Provide location of building roof drains, and their proposed connection(s) to the on-site drainage system, as applicable.
13. 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.
14. 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).
15. Preliminary Utilities – Water and Sewer - Plan must be provided missing existing Water Main and Fire connections lines. Missing points of connection in water system and pending to be shown points of conflict between utilities (Minimum separation).
16. Provide utility piping conflict details plan, along with documentation to demonstrate acceptability of the separation between water, sanitary, storm-water services lines.
17. 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.
18. Show also all existing and proposed utilities on the landscaping plans for potential conflicts and also Sight visibility triangle.
19. Provide a Complete Pavement, Marking and Signage Plan with details. Preliminary plan provided, pending complete PMS plan to be provided.
20. Provide a complete Erosion and Sediment Control Plan shall be reviewed for the drainage impacts to adjacent properties, surrounding ROW, storm-water facilities, and neighboring water

bodies.

21. Provide a proposed "Staging Plan" including employee parking, material storage, etc. Staging Plan will be submitted at time of construction. Only is going to be required or needed if construction activity can't be contained on site.
22. Provide location of Building roof drains, and their proposed connection(s) to the onsite drainage system.
23. 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.
24. Provide regulatory agencies' approval documentation (as applicable) as part of the final submittal (FDOT, Broward County Surface Water License, Broward County Health Department Permit, EPD, etc.).
25. Provide full set of Civil drawings, as applicable.

NOTE: Scope of Work: Existing Water Treatment Plant just addition of Fencing to the Plant.

For ease of review, please reply in writing to each line comment, reference page number and backup documents provide. Additional comments may apply.

Engineering & Public Services Reviewers:

Manny Vega, PE
Consultant, CAP Government
engineeringreview@daniabeachfl.gov

Curt Keyser, PE
Acting City Engineer
engineering@daniabeachfl.gov

Part III.A.9a Site Plan Review Procedures

Site Plan Reviews are required for all projects disturbing earth within the City of Dania Beach.

Application packages for building/construction/grading permits include brochures presenting the need for obtaining an *Environmental Resource Permit* (ERP) and/or coverage under the *NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities* (CGP).

Site Plan Reviews are typically conducted during development stages as well as during the initial building permit review for each project. Personnel in the Public Services Department conduct the reviews. Current local, state, and federal criteria are used as the guideline for review of the temporary and permanent stormwater treatment practices that are being proposed by the site plan.

Applicants for any permit disturbing earth are advised that coverage under the Construction Generic Permit may be required. Applicants are further advised that they may be required to obtain a SFWMD or FDEP Permit and/or coverage under the CGP, if applicable.

The following checklist is used when performing site plan reviews:

YES	NO	N/A	
☐	☐	☐	Proposed work requires coverage under CGP.
☐	☐	☐	Proposed work appears to require an ERP.
☐	☐	☐	Proposed temporary stormwater sedimentation & erosion control BMPs appear to be appropriate for the project.
☐	☐	☐	Proposed permanent stormwater BMPs meet local requirements.

Zoning designation = IROC

FLU designation = INDUSTRIAL

2nd REVIEW COMPLETE BY Muriel Bryan (954) 924-6805 X 3654

PLAT COMMENTS:

1. Per City's Code of Ordinances, Section 22-28 all new plats must provide sidewalks. Identify location of sidewalk on plat drawing.

SITE PLAN COMMENTS:

1. Per O-2017-022, for properties over an acre in size, the applicant must obtain and post property signs in accordance with the NEW City requirements. Please see the end of this document for guidelines.

NOTES:

- Application fee pays for only 2 reviews of the project. Additional review by staff will require additional payment.
- Continuous and on-going site inspections will be conducted by staff throughout the entire building process.
- FLOOD PLAN: Finished floor elevations, per Article 220-10(C) All structures shall be constructed with a lowest FFE of at least 1 foot above the 100 year flood elevation. Identify on plans.
- Prior to submittal of a building permit, please contact the Building Official (954-924-6085 X3650 to schedule a pre-application meeting.



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application



- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☒ Variance
- ☐ Other: _____

Date Rec'd: _____

Petition No.: _____

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 4980 SW 40th Avenue, Dania Beach, FL 33314

Lot(s): Parcel A Block: _____ Subdivision: Broward County Utilities Plant No. 3A Site PB 114 P 35

Recorded Plat Name: Broward County Utilities Plant No. 3A Site

Folio Number(s): 504231110010 Legal Description: Broward County Utilities Plant No. 3A Site 114-35 Parcel A

Applicant/Consultant/Legal Representative (**circle one**) Daniel Davila/Chen Moore & Associates

Address of Applicant: 500 W. Cypress Creek Road, Suite 630, Fort Lauderdale, FL 33309

Business Telephone: 954.730.0707 Home: _____ Fax: 954.730.2030

E-mail address: ddavila@chenmoore.com

Name of Property Owner: Broward County Board of County Commissioners

Address of Property Owner: 115 S. Andrews Avenue, Room 421, Fort Lauderdale, FL 33301

Business Telephone: 954.357.7000 Home: _____ Fax: 954.357.7295

Explanation of Request: Variance request from Sec. 309-40, for water facility site security purposes.

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: 4.75 AC Gross Acreage: 4.90 AC Prop. Square Footage: N/A

Existing Use: Water Plant/Utilities Proposed Use: Same

Is property owned individually, by a corporation, association, or a joint venture? Broward County Board of County Commissioners

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 Chen Moore & Associates (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 2nd DAY OF APRIL, 2019

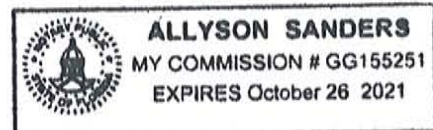
By:

Gregory M. Balicki

(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Allyson Sanders
(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.***

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAC unit or hotel room or \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Change of Land Use	Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - \$2,500.00 Greater than 2 acres - \$6,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Zoning Code Text Change	Changing the list of Permitted Uses - \$6,000.00 General Text - \$2,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
PLAT	(Perimeter) Filing fee = \$2550.00 plus \$50.00 per acre or portion of such area (Subdivision) Filing fee = \$2550.00 plus \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Delegation Request	\$1,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SITE PLAN	
Residential, Hotel, Condo-Hotel, Time-Share, Motel	Filing fee = \$1,000.00 PLUS \$10.00 per unit Plus an initial retainer for cost recovery of consultant services of \$5,000.00. Additional consultant service fees may be required. Minimum fee = \$6,100.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
All other uses	Filing fee = \$1,000.00 PLUS the following: \$5.00 : 100 s.f. for 1 st 10,000 s.f., \$2.00 : 100 s.f. in excess of 10,000 s.f. Plus an initial retainer for cost recovery of consultant services of \$4,000.00. Additional consultant service fees may be required. Minimum fee = \$5,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Site Plan Revisions	\$2,500.00 - <i>Includes staff processing and up to 2 review cycles.</i> <i>Additional variances associated with any revision to a site plan are charged according to the associated variance type.</i>
Extension of Approval(s) (Site plan, variance, special exception requests)	\$1,250.00 – Single Extension (PLUS) an additional \$ 250.00 for each associated approval

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

SPECIAL EXCEPTION	
SPECIAL EXCEPTION (Excluding cell towers)	Filing fee = \$3,700.00 plus \$200.00 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SPECIAL EXCEPTION (Cellular Towers)	Filing fee = \$4,000 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Additional Resubmittal (In addition to the standard (2) review cycles)	Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code.
VARIANCES, APPEALS & WAIVERS	
Administrative, Single Family	\$ 300.00
Administrative, all other	\$ 500.00
Single Family/Community Facility	\$ 490.00
Duplex	\$1,050.00
Triplex	\$1,150.00
Multifamily, Hotel, Condo-Hotel (per variance)	\$2,300.00
Nonres. (per variance)	\$2,000.00
Wall Sign	\$ 700.00
Monument Sign	\$1,200.00
Pole Sign (As permitted)	\$2,400.00
Appeal (single family & comm fac)	\$ 650.00
Appeal (all other uses)	\$1,925.00
Dumpster Appeal to Com. Dev. Dir.	\$ 200.00
Dumpster Appeal to City Com.	\$ 500.00
Alcoholic Beverage Variance	\$1,250.00
Mobility	\$1,400.00
Trafficway Waiver	\$4,000.00
Vacation – Road/Easement	\$3,500.00
Alcohol Extended Hours License Application	\$2,250.00
Alcoholic Beverage Waiver	\$1,000.00
Zoning Review: State Liquor License	\$ 50.00
Outdoor Seating/Dinning	\$ 100.00
Assisted Living Facility	\$ 65.00
CRA Grant Application	\$ 250.00
UNSPECIFIED	\$ 500.00 PLUS any outside costs incurred by the city as per "Section 685-10"
Zoning Information Letter	\$ 250.00

Revised – 8-23-11 As per City Commission Approval Resolution #2011-090



500 West Cypress Creek Road
Suite 630
Fort Lauderdale, FL 33309
Phone: +1 954.730.0707
Fax: +1 954.730.2030
www.chenmoore.com

April 15, 2019

City of Dania Beach
Corinne Lajoie, AICP
Planning and Zoning Manager
100 W Dania Beach Boulevard
Dania Beach, FL 33004

**Subject: Variance Criteria Statement
Potable Water Storage Tank 3A – 4890 SW 40th Avenue**



Dear Ms. Lajoie:

Broward County is requesting a variance from the City's requirement for a maximum fence height of 6 foot in order to provide adequate physical security protection for the District 3A property. The property contains Critical Infrastructure Water Utilities, which supply drinking water to residents of Dania Beach and to the Fort Lauderdale-Hollywood International Airport. The main purpose of physical security protection for Water Utilities is to deter and delay an intruder, allowing time to detect the presence, and to be able to respond to the intrusion, preferably by intercepting the threat prior to any access to treated or finished water. The original proposed 6 foot tall fence does not meet Homeland Security requirements. The existing 10 foot tall fence meets the security requirements and has proven effective in providing physical security of this important site for many years. Therefore, the County requests that a variance be allowed to keep the existing 10 foot tall fencing.

To improve the appearance of the existing fence along the right-of-way, the wire mesh of the fencing will be replaced with black vinyl coated wire mesh, and all components of the fence and access gates will be painted black. To further enhance aesthetics, four foot tall hedges will be planted at 2 foot spacing in front of the fence along the length of the right-of-way. Irrigation will be provided to maintain the screening hedges. This landscaping will improve the attractiveness of the site, while masking undesirable views, in accordance with guidance from the Comprehensive Plan adopted by the City. The requested fence height variance is otherwise compatible with the surrounding land use and would not be a detriment to the community. We believe the improvements to the existing fencing and additional landscaping will prove beneficial to the community.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'JB' or 'Joel Brownsey'.

CHEN MOORE AND ASSOCIATES
Joel Brownsey, P.E.
Senior Engineer

Attachment(s) Site Plan Modification Application
Variance Application
Meeting Minutes
Revised Plans
Computer Disk



500 West Cypress Creek Road
Suite 630
Fort Lauderdale, FL 33309
Phone: +1 954.730.0707
Fax: +1 954.730.2030
www.chenmoore.com

May 1, 2019

City of Dania Beach
Corinne Lajoie, AICP
Planning and Zoning Manager
100 W Dania Beach Boulevard
Dania Beach, FL 33004

Subject: Variance Criteria Statement (Revised April 30, 2019)
Potable Water Storage Tank 3A – 4890 SW 40th Avenue

Dear Ms. Lajoie:

The following is a variance criteria statement, which directly addresses the five variance criteria identified in the City's Land Development Code.

Criteria 1: That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects the stability and appearance of the city.

The basic intent of the 6 foot fence height limitation in the City Land Development Code is to help ensure that each property appears aesthetically pleasing and appropriate for the community. The requested variance is to allow the existing 10 foot fence to remain and for the following aesthetic improvements to be provided in order to meet the intent of the City Land Development Code:

- The wire mesh of the fencing will be replaced with black vinyl coated wire mesh, and all components of the fence and access gates will be painted black.
- 4 foot tall hedges will be planted at 2 foot spacing in front of the fence along the length of the right-of-way, as shown on the revised drawings.
- Irrigation will be provided to maintain the screening hedges.

Criteria 2: That the requested variance is otherwise compatible with the surrounding land uses and would not be detrimental to the community.

The requested fence height variance is to keep the fence height the same as it has been for decades on this property. The current 10 foot fence height is not detrimental to the community. The aesthetic improvements will help ensure compatibility with neighboring residential properties.

Criteria 3: That the requested variance is consistent with, and in furtherance of, the goals, objectives and policies of the adopted Comprehensive Plan, as amended from time to time, and all other similar plans adopted by the city.

The proposed landscaping will improve the attractiveness of the site, while masking undesirable views, in accordance with guidance from the Comprehensive Plan adopted by the City.

Therefore, the proposed variance is consistent with the goals, objectives and policies of the adopted Comprehensive Plan.

Criteria 4: That the plight of the petitioner is due to unique circumstances of the property or petitioner which would render conformity with the strict requirements of the subject regulations unnecessarily burdensome.

Broward County is requesting a variance from the City's requirement for a maximum fence height of 6 foot in order to provide adequate physical security protection for the District 3A property. The property contains Critical Infrastructure Water Utilities, which treat and supply drinking water to residents of Dania Beach and to the Fort Lauderdale-Hollywood International Airport. The main purpose of physical security protection for Water Utilities is to deter and delay an intruder, allowing time to detect the presence, and to be able to respond to the intrusion, preferably by intercepting the threat prior to any access to treated or finished water. The previously proposed 6 foot tall fence does not meet Homeland Security requirements. The existing 10 foot tall fence meets the security requirements and has proven effective in providing physical security of this important site for many years. Therefore, the County requests that a variance be allowed to keep the existing 10-foot tall fencing.

Criteria 5: That the variance requested is the minimum variance that is necessary to afford relief to the petitioner, while preserving the character, health, safety and welfare of the community.

The requested variance to allow the 10 foot tall fence to remain is the minimum variance necessary to meet the security requirements and to protect the drinking water of the community.

Respectfully Submitted,



CHEN MOORE AND ASSOCIATES
Joel Brownsey, P.E.
Senior Engineer

Attachment(s) Site Plan Modification Application
Variance Application
Meeting Minutes
Revised Plans (C-01, C-02, L-03, L-04)
Computer Disk



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

Date Rec'd: _____

Petition No.: _____

☒ Other: Site Plan Modification (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: 4980 SW 40th Avenue, Dania Beach, FL 33314

Lot(s): Parcel A Block: _____ Subdivision: Broward County Utilities Plant No. 3A Site PB 114 P 35

Recorded Plat Name: Broward County Utilities Plant No. 3A Site

Folio Number(s): 504231110010 Legal Description: Broward County Utilities Plant No. 3A Site 114-35 Parcel A

Applicant/Consultant/Legal Representative (circle one) Daniel Davila/Chen Moore & Associates

Address of Applicant: 500 W. Cypress Creek Road, Suite 630, Fort Lauderdale, FL 33309

Business Telephone: 954.730.0707 Home: _____ Fax: 954.730.2030

E-mail address: ddavila@chenmoore.com

Name of Property Owner: Broward County Board of County Commissioners

Address of Property Owner: 115 S. Andrews Avenue, Room 421, Fort Lauderdale, FL 33301

Business Telephone: 954.357.7000 Home: _____ Fax: 954.357.7295

Explanation of Request: Site Plan Modification for Revised Decorative Fence Design

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: 4.75 AC Gross Acreage: 4.90 AC Prop. Square Footage: N/A

Existing Use: Water Plant/Utilities Proposed Use: Same

Is property owned individually, by a corporation, association, or a joint venture? Broward County Board of County Commissioners

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 Chen Moore & Associates (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 2nd DAY OF APRIL, 20 19

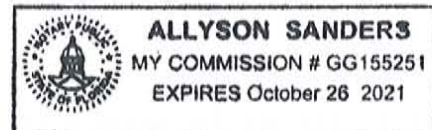
By:

Gregory M. Balicki

(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Allyson Sanders
(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.***

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAC unit or hotel room or \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Change of Land Use	Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - \$2,500.00 Greater than 2 acres - \$6,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Zoning Code Text Change	Changing the list of Permitted Uses - \$6,000.00 General Text - \$2,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
PLAT	(Perimeter) Filing fee = \$2550.00 plus \$50.00 per acre or portion of such area (Subdivision) Filing fee = \$2550.00 plus \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Delegation Request	\$1,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SITE PLAN	
Residential, Hotel, Condo-Hotel, Time-Share, Motel	Filing fee = \$1,000.00 PLUS \$10.00 per unit Plus an initial retainer for cost recovery of consultant services of \$5,000.00. Additional consultant service fees may be required. Minimum fee = \$6,100.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
All other uses	Filing fee = \$1,000.00 PLUS the following: \$5.00 : 100 s.f. for 1 st 10,000 s.f., \$2.00 : 100 s.f. in excess of 10,000 s.f. Plus an initial retainer for cost recovery of consultant services of \$4,000.00. Additional consultant service fees may be required. Minimum fee = \$5,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Site Plan Revisions	\$2,500.00 - <i>Includes staff processing and up to 2 review cycles.</i> <i>Additional variances associated with any revision to a site plan are charged according to the associated variance type.</i>
Extension of Approval(s) (Site plan, variance, special exception requests)	\$1,250.00 – Single Extension (PLUS) an additional \$ 250.00 for each associated approval

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

SPECIAL EXCEPTION	
SPECIAL EXCEPTION (Excluding cell towers)	Filing fee = \$3,700.00 plus \$200.00 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SPECIAL EXCEPTION (Cellular Towers)	Filing fee = \$4,000 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Additional Resubmittal (In addition to the standard (2) review cycles)	Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code.
VARIANCES, APPEALS & WAIVERS	
Administrative, Single Family	\$ 300.00
Administrative, all other	\$ 500.00
Single Family/Community Facility	\$ 490.00
Duplex	\$1,050.00
Triplex	\$1,150.00
Multifamily, Hotel, Condo-Hotel (per variance)	\$2,300.00
Nonres. (per variance)	\$2,000.00
Wall Sign	\$ 700.00
Monument Sign	\$1,200.00
Pole Sign (As permitted)	\$2,400.00
Appeal (single family & comm fac)	\$ 650.00
Appeal (all other uses)	\$1,925.00
Dumpster Appeal to Com. Dev. Dir.	\$ 200.00
Dumpster Appeal to City Com.	\$ 500.00
Alcoholic Beverage Variance	\$1,250.00
Mobility	\$1,400.00
Trafficway Waiver	\$4,000.00
Vacation – Road/Easement	\$3,500.00
Alcohol Extended Hours License Application	\$2,250.00
Alcoholic Beverage Waiver	\$1,000.00
Zoning Review: State Liquor License	\$ 50.00
Outdoor Seating/Dinning	\$ 100.00
Assisted Living Facility	\$ 65.00
CRA Grant Application	\$ 250.00
UNSPECIFIED	\$ 500.00 PLUS any outside costs incurred by the city as per "Section 685-10"
Zoning Information Letter	\$ 250.00

Revised – 8-23-11 As per City Commission Approval Resolution #2011-090



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.

June 13, 2019

**Re: CITY OF DANIA BEACH SITE PLAN MODIFICATION (SP-08-13MOD)
AND VARIANCE (VA-80-19)**

Broward County Water and Wastewater Services
District 3A Property, 4980 SW 40th Ave, Dania Beach, FL

Dear Resident,

As you may have noticed, there is active construction work at the Broward County Water and Wastewater Services property located at 4980 SW 40th Ave. A new water storage tank and pump station are currently being constructed to further improve the drinking water and fire protection supply for the residents of Dania Beach.

A site plan modification has been submitted to the City of Dania Beach for changes to the fencing along 40th Avenue. The intent is to replace the existing 10-foot tall chain link fence with a 10-foot tall decorative metal fence with architectural features. The proposed improvements will be an enhancement to the community, be aesthetically pleasing and provide increased protection of your drinking water.

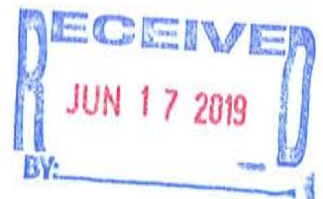
Please do not hesitate to contact me via telephone at (954) 831-0923 or via e-mail to jgreenfield@broward.org with any questions or concerns in this regard.

Sincerely,



Jeffrey H. Greenfield, Ph.D., P.E., BCEE
Construction Project Manager

JG/bgb



**Broward County Water and Wastewater Services
Water Storage Facility 3A Site Improvements
CMA # 138.024**

***CITY OF DANIA BEACH DRC PRE-APPLICATION MEETING MINUTES
February 8, 2019 @ 10:00 AM***



- Meeting Attendees:
 - Daniel Davila – Chen Moore & Associates – ddavila@chen.moore.com
 - Joel Brownsey – Chen Moore & Associates – jbrownsey@chenmoore.com
 - Jeff Greenfield – Broward County WWED – jgreenfield@broward.org
 - Mark Ludwigson – Carollo Engineers – mludwigson@carollo.com
 - Corinne Lajoie – City of Dania Beach – clajoie@daniabeachfl.gov
 - Muriel Bryan – City of Dania Beach – mbryan@daniabeachfl.gov
- Discussion:
 - CMA provided City Staff with an overview of the project history and previous DRC site plan approval in October of 2016.
 - CMA stated that due to internal policy towards water treatment site security, the previously proposed 6' decorative fence along SW 40th Ave is not feasible.
 - CMA proposed to City Staff that BCWWS prefers to leave the existing 10' chain link fence and rolling gate in place along SW 40th Ave, for site security reasons, with further beautification treatment of the existing fence, as directed by City Staff.
 - City Staff stated that they prefer the existing chain link fence mesh be replaced with black vinyl-coated mesh, with the additional fence features and gate hardware painted black. The existing green fabric screening on the fence is not required to be reinstalled.
 - Additionally, City Staff would like to see hedges or bushes planted in front of the existing chain link fence to provide landscape screening. These plantings may be located at the property line.
 - City Staff said that the proposed site plan modification due to the fence substitution would require a Site Plan Modification application and fee (\$2500), as well as a Variance application and fee (\$2000).
 - For submittal, City Staff asks that 1 full size set, 1 half-size set, and one electronic disk copy be provided.
 - The submittal items will include the Site Plan Modification and Variance applications, fees, corresponding site plan, fence detail, landscape and irrigation plans.

Meeting adjourned at 10:20 AM

Bryan, Muriel

From: Lajoie, Corinne
Sent: Thursday, June 27, 2019 10:42 AM
To: Bryan, Muriel
Subject: FW: City of Dania Beach, 3A Water Treatment Plant SP-08-13MOD / VA-80-19

Please add this to the file, as this Jake has confirmed all of his comments have been addressed.
Thank you.

From: Jacob Ripp [<mailto:Jacob.Ripp@metriceng.com>]
Sent: Thursday, June 27, 2019 9:56 AM
To: Joel Brownsey
Cc: Daniel Davila; Eric Harrison; Lajoie, Corinne
Subject: Re: City of Dania Beach, 3A Water Treatment Plant SP-08-13MOD / VA-80-19

Thank you, this will suffice for my comment.

Many thanks,

Jake Ripp
Environmental Specialist



13940 SW 136th St, Miami, FL 33186
Office: (305) 235-5098 ext 102
Mobile: (563) 380-6211
Fax: (305) 251-5894
Jacob.Ripp@metriceng.com
www.metriceng.com

From: Joel Brownsey <jbrownsey@chenmoore.com>
Sent: Thursday, June 27, 2019 8:32 AM
To: Jacob Ripp
Cc: Daniel Davila; Eric Harrison
Subject: City of Dania Beach, 3A Water Treatment Plant SP-08-13MOD / VA-80-19

Jake,

We received your review comments for the above referenced DRC submittal. During my phone call yesterday with Corinne Lajoie, Planning & Zoning Manager, she asked that I follow up with you via email regarding our comment response.

As mentioned during the DRC meeting on May 30th, this project is currently under construction utilizing the approved construction plan set and permits. The Site Plan Modification and Variance currently presented is limited to the proposed change in decorative fence height. Within the construction plan set, all existing trees to remain in the work area will be provided with tree protection, as detailed on the attached landscape sheet.

1. Provide tree protection for existing trees in or near the work area.

Sheet L-02 of the overall construction plan set identifies that all trees to remain in the work area will be provided with tree protection, per detail.

CHEN MOORE AND ASSOCIATES

Joel Brownsey, P.E.

Senior Engineer

Civil Engineering | Landscape Architecture | Transportation | Environmental | Planning

Fort Lauderdale Office:

500 West Cypress Creek Road, Suite 630

Fort Lauderdale, FL 33309

O: +1 (954) 730-0707, Ext. 1036 | F: +1 (954) 730-2030

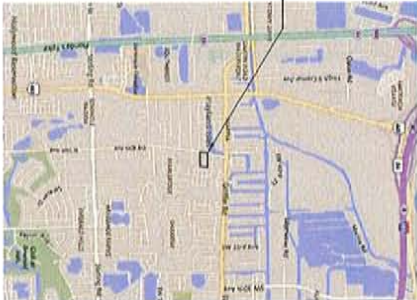
Email: jbrownsey@chenmoore.com | Website: www.chenmoore.com

Offices throughout Florida

Attention: The information contained in this E-mail message is privileged and confidential information intended only for the use of the individual(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please contact the sender by reply E-mail and destroy all copies of the original message. Thank you.

Attention: The information contained in this E-mail message is privileged and confidential information intended only for the use of the individual(s) named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please contact the sender by reply E-mail and destroy all copies of the original message. Thank you.

DISTRICT 3A
WATER STORAGE FACILITY
6868 SW 42ND AVENUE
DADE COUNTY, FLORIDA 33222



LOCATION MAP
N.T.S.



BCWWS PROJECT NO. 9158, NO. 9198

CONTRACT DOCUMENTS FOR CONSTRUCTION OF THE



PROJECT LOCATION
BROWARD COUNTY

DISTRICT 3A: NEW GROUND STORAGE TANK, HIGH SERVICE PUMP STATION, CHEMICAL SYSTEMS, AND STANDBY POWER GENERATOR FOR BROWARD COUNTY WATER AND WASTEWATER SERVICES

CAROLLO PROJECT NO. 10228B.10
DRC SUBMITTAL
SEPTEMBER 2016



3440 HOLLYWOOD BOULEVARD, SUITE 465
FORT LAUDERDALE, FLORIDA 33301
PHONE: (954) 837-4000 FAX: (954) 837-0035
CA 00008571



VICINITY MAP
N.T.S.

DRAWING INDEX:

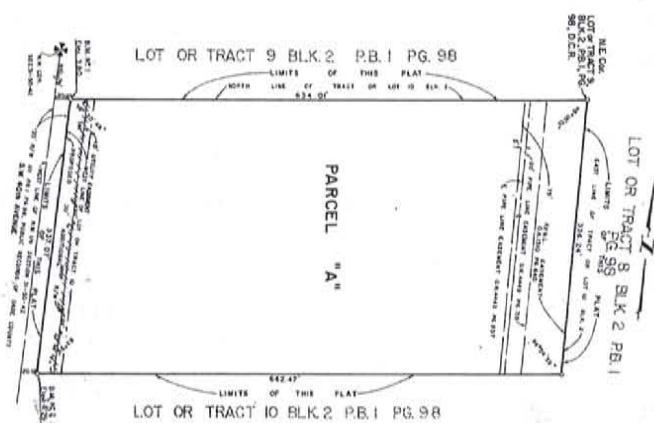
Recorded Site Plan
Zoning & Land Use Map
Land Survey
Site Plan
Site Plan Details
Site Demolition
Drainage Plan
Drainage Details
Water & Sewer Plan
Water & Sewer Details 1
Water & Sewer Details 2
Erosion & Sediment Control Plan
Erosion & Sediment Control Details
Pavement Marking Plan
Fire Access Plan 1
Fire Access Plan 2
Building Floor Plan
Elevations South-West
Elevations North-East
Roof Plan
Storage Tank Elevation
Tree Disposition Plan
Tree Disposition Details
Landscape Plan
Landscape Details
Photometrics

P-01	Recorded Site Plan
Z-01	Zoning & Land Use Map
3 of 3	Land Survey
C-01	Site Plan
C-02	Site Plan Details
C-05	Site Demolition
C-06	Drainage Plan
C-07	Drainage Details
C-11	Water & Sewer Plan
C-12	Water & Sewer Details 1
C-13	Water & Sewer Details 2
C-18	Erosion & Sediment Control Plan
C-19	Erosion & Sediment Control Details
C-20	Pavement Marking Plan
C-21	Fire Access Plan 1
C-22	Fire Access Plan 2
A-01	Building Floor Plan
A-02	Elevations South-West
A-03	Elevations North-East
A-04	Roof Plan
A-06	Storage Tank Elevation
L-01	Tree Disposition Plan
L-02	Tree Disposition Details
L-03	Landscape Plan
L-04	Landscape Details
EPH01	Photometrics

JOB NO.	10228B.10
DRAWING NO.	G-01

PLAT BOOK 114 PAGE 35

VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING  0 1"	DRAWING NO. P-01	SHEET NO.
--	---------------------------------------	------------------

[illegible]

CHEN • MOORE

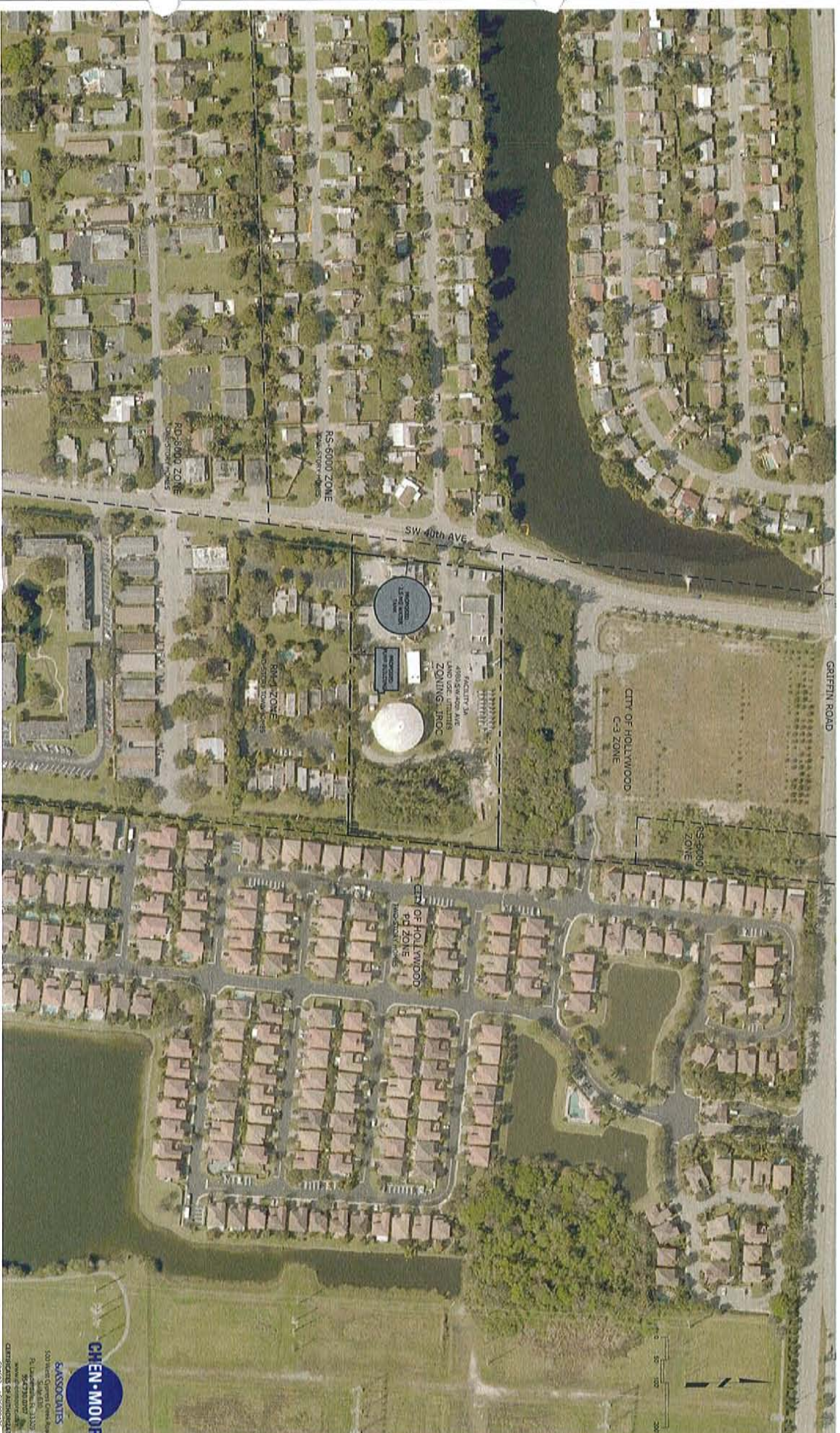
8030300415
500 West Cypress Creek Road,
Suite 630
Ft. Lauderdale, FL 33309
954.730.0707
www.chemmco.com
CERTIFICATE OF AUTHORIZATION
EBA593 1C1600045

REV	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

DESIGNED	CO
CHECKED	JM
DATE	MAY 2018

BROWARD COUNTY
FLORIDA

BROWARD COUNTY WATER AND WASTEWATER SERVICES	
NEW RESIDENTIAL STORAGE TANK, LIGHT SEPARATE FLUAS STATION, CHEMICAL SYSTEMS AND STANDBY POWER GENERATOR	
CITY OF	
ZONING & LAND USE AERIAL SKETCH	
VERIFY SCALES	JOB NO.
DATE	DRAWING NO.
2-01	
SHEET NO.	



CHEN-MOORE

ASSOCIATES

1000 West Cypress St., Suite 100
Fort Lauderdale, FL 33304
Phone: (954) 555-5555
www.chenmoore.com

CERTIFICATE OF AUTHORIZATION
180033 ELM000025

¹ THIS SKETCH OF A SECONDARY AND TOPOGRAPHIC SURVEY WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 412.027, FLORIDA STATUTES.

- LEGAL DESCRIPTION:**

PARCEL 74, BROWARD COUNTY UTILITIES PLANT NO. 3A SITE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 114, PAGE 35, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, CONTAINING 207,069 SQUARE FEET OR 4.75 ACRES MORE OR LESS.



1. (P) DENOTES DATA BASED ON THE PLAT OF RECORD
2. (M) DENOTES DATA BASED ON FIELD MEASUREMENTS
3. (C) DENOTES DATA BASED ON COMPUTATIONS AND/OR CALCULATIONS
4. (N) DENOTES DATA BASED ON INFORMATION RECORDED IN THE PUBLIC RECORDS

THIS SURVEY IS CERTIFIED TO:

CAROLLO ENGINEERS, INC.

CERTIFICATE:

THIS IS TO CERTIFY THAT THIS SKETCH OF BOUNDARY AND TOPOGRAPHIC SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 46-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 461.22, FLORIDA STATUTES.

DATE OF SIGNATURE: 7/22/16

WALTER DE LA ROCHA

STURGEON AND ASSOCIATES, INC., C.B. 6600
wdsr@aig.com; sturgesurvey@aig.com

AGGREGATIONS:	DAVE'S ASSEMBLY
AST	ASTHMA
BLK	BROWARD COUNTY RECORDS
BLVD	BROADWAY
BS	BUSINESS
CB-1	CATCH BASIN #1
CBS	CONCRETE BLOCK STRUCTURE
CHEN	CHEMICAL
CHL	CHLORINE
CLF	CLIMATE CONTROL
CMP	COMPACTED METAL PIPE
CNTL	CONTROL (COMPONENT)
CO-1	COLUMBIA
CO-2	COLUMBIA
CO-3	COLUMBIA
CO-4	COLUMBIA
CO-5	COLUMBIA
CO-6	COLUMBIA
CO-7	COLUMBIA
CO-8	COLUMBIA
CO-9	COLUMBIA
CO-10	COLUMBIA
CO-11	COLUMBIA
CO-12	COLUMBIA
CO-13	COLUMBIA
CO-14	COLUMBIA
CO-15	COLUMBIA
CO-16	COLUMBIA
CO-17	COLUMBIA
CO-18	COLUMBIA
CO-19	COLUMBIA
CO-20	COLUMBIA
CO-21	COLUMBIA
CO-22	COLUMBIA
CO-23	COLUMBIA
CO-24	COLUMBIA
CO-25	COLUMBIA
CO-26	COLUMBIA
CO-27	COLUMBIA
CO-28	COLUMBIA
CO-29	COLUMBIA
CO-30	COLUMBIA
CO-31	COLUMBIA
CO-32	COLUMBIA
CO-33	COLUMBIA
CO-34	COLUMBIA
CO-35	COLUMBIA
CO-36	COLUMBIA
CO-37	COLUMBIA
CO-38	COLUMBIA
CO-39	COLUMBIA
CO-40	COLUMBIA
CO-41	COLUMBIA
CO-42	COLUMBIA
CO-43	COLUMBIA
CO-44	COLUMBIA
CO-45	COLUMBIA
CO-46	COLUMBIA
CO-47	COLUMBIA
CO-48	COLUMBIA
CO-49	COLUMBIA
CO-50	COLUMBIA
CO-51	COLUMBIA
CO-52	COLUMBIA
CO-53	COLUMBIA
CO-54	COLUMBIA
CO-55	COLUMBIA
CO-56	COLUMBIA
CO-57	COLUMBIA
CO-58	COLUMBIA
CO-59	COLUMBIA
CO-60	COLUMBIA
CO-61	COLUMBIA
CO-62	COLUMBIA
CO-63	COLUMBIA
CO-64	COLUMBIA
CO-65	COLUMBIA
CO-66	COLUMBIA
CO-67	COLUMBIA
CO-68	COLUMBIA
CO-69	COLUMBIA
CO-70	COLUMBIA
CO-71	COLUMBIA
CO-72	COLUMBIA
CO-73	COLUMBIA
CO-74	COLUMBIA
CO-75	COLUMBIA
CO-76	COLUMBIA
CO-77	COLUMBIA
CO-78	COLUMBIA
CO-79	COLUMBIA
CO-80	COLUMBIA
CO-81	COLUMBIA
CO-82	COLUMBIA
CO-83	COLUMBIA
CO-84	COLUMBIA
CO-85	COLUMBIA
CO-86	COLUMBIA
CO-87	COLUMBIA
CO-88	COLUMBIA
CO-89	COLUMBIA
CO-90	COLUMBIA
CO-91	COLUMBIA
CO-92	COLUMBIA
CO-93	COLUMBIA
CO-94	COLUMBIA
CO-95	COLUMBIA
CO-96	COLUMBIA
CO-97	COLUMBIA
CO-98	COLUMBIA
CO-99	COLUMBIA
CO-100	COLUMBIA
CO-101	COLUMBIA
CO-102	COLUMBIA
CO-103	COLUMBIA
CO-104	COLUMBIA
CO-105	COLUMBIA
CO-106	COLUMBIA
CO-107	COLUMBIA
CO-108	COLUMBIA
CO-109	COLUMBIA
CO-110	COLUMBIA
CO-111	COLUMBIA
CO-112	COLUMBIA
CO-113	COLUMBIA
CO-114	COLUMBIA
CO-115	COLUMBIA
CO-116	COLUMBIA
CO-117	COLUMBIA
CO-118	COLUMBIA
CO-119	COLUMBIA
CO-120	COLUMBIA
CO-121	COLUMBIA
CO-122	COLUMBIA
CO-123	COLUMBIA
CO-124	COLUMBIA
CO-125	COLUMBIA
CO-126	COLUMBIA
CO-127	COLUMBIA
CO-128	COLUMBIA
CO-129	COLUMBIA
CO-130	COLUMBIA
CO-131	COLUMBIA
CO-132	COLUMBIA
CO-133	COLUMBIA
CO-134	COLUMBIA
CO-135	COLUMBIA
CO-136	COLUMBIA
CO-137	COLUMBIA
CO-138	COLUMBIA
CO-139	COLUMBIA
CO-140	COLUMBIA
CO-141	COLUMBIA
CO-142	COLUMBIA
CO-143	COLUMBIA
CO-144	COLUMBIA
CO-145	COLUMBIA
CO-146	COLUMBIA
CO-147	COLUMBIA
CO-148	COLUMBIA
CO-149	COLUMBIA
CO-150	COLUMBIA
CO-151	COLUMBIA
CO-152	COLUMBIA
CO-153	COLUMBIA
CO-154	COLUMBIA
CO-155	COLUMBIA
CO-156	COLUMBIA
CO-157	COLUMBIA
CO-158	COLUMBIA
CO-159	COLUMBIA
CO-160	COLUMBIA
CO-161	COLUMBIA
CO-162	COLUMBIA
CO-163	COLUMBIA
CO-164	COLUMBIA

LEGEND	
	ANCHOR
	AIR RELEASE VALVE IN MANHOLE
	BACKFLOW PREVENTER
	BOLLARD (GALVANIZED)
	CATCH BASIN
	CELESTIAL LIGHT POLE
	CONCRETE POWER POLE
	CUBIC YARD
	DRAIN
	ELECTRIC METER
	ELECTRIC VALVE
	ELECTRIC WIRE
	FALL BOX
	FIBER OPTIC TUB
	FIRE HYDRANT
	FLAG POLE
	GATE MOTOR
	KEY PAD
	MAIL BOX
	METER LIGHT POLE
	METER POST
	MISCELLANEOUS HELL
	PUMP
	SANITARY SEWER MANHOLE
	SECURITY SENSOR ON PLASTIC POST
	SEWER VALVE
	SIGN ON POST
	SOLID PANEL
	STONE DRAINAGE MANHOLE
	TRANSFORMATION OF CONCRETE AND UNKNOWN UTILITY TUB
	WATER MANHOLE
	WATER METER
	WATER VALVE
	WATER VALVE TUB
	WOOD POWER POLE
	SPOT ELEVATION
	CITY POINT NUMBER 100 (SEE CITY POINT TABLE)
	TREE NO. 201 (SEE TREE TABLE)
	PALM NO. 202 (SEE TREE TABLE)
	PALM CLUSTER NO. 203 (SEE TREE TABLE)
	BREAK IN SCALE
	HANDICAP PARKING SPACE

SKETCH OF BOUNDARY AND TOPOGRAPHIC SURVEY OF
WATER STORAGE AND
PUMPING PLANT SITE 3A
BROWARD COUNTY WATER & WASTEWATER SERVICES
4980 S.W. 40th AVENUE, DANIA BEACH, FL

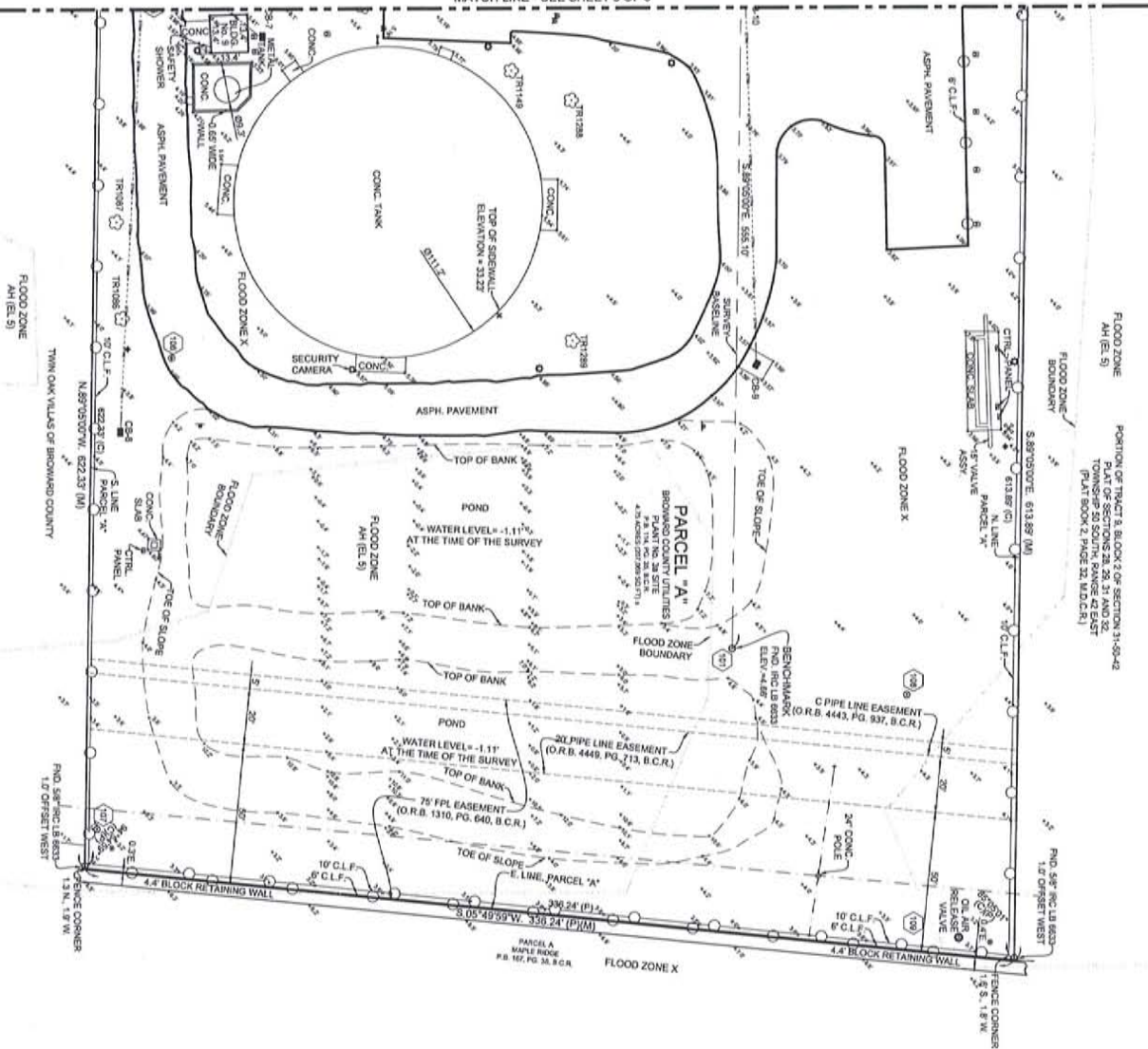
 **STONER & ASSOCIATES, Inc.**
SURVEYORS - MAPPERS
Florida Licensed Surveying
and Mapping Business No. 0033
4341 S.W. 62nd AVENUE, TOWN OF DAVIE, FLORIDA 33314
TEL (954) 511-1111
www.stonersur.com

NO	REVISION	DATE	BY
1	UPDATE ORIGINAL IMPACT REPORT LAST REVISED 02/26/13	08/01/18	WJA
2	CONVERT ELEVATIONS TO N.A.S.D.M.		
3	OBTAIN STORM AND SANITARY SEWER AS-BUILTS	07/20/18	WJA

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
 COPYRIGHT 2018

MATCH LINE - SEE SHEET 3 OF 3

SEE SHEET 1 OF 3 FOR LEGEND, ABBREVIATIONS, AND CONTROL POINTS TABLE
SEE SHEET 2 OF 3 FOR STORM DRAINAGE, CLEANOUTS AND SANITARY SEWER AS-BUILT TABLES



CONTROL POINT TABLE

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
100	629719.188	517373.448	3.55	FWO 54' R. NO CAP
101	629719.188	517373.448	3.55	FWO 54' R. NO CAP
102	629719.188	517373.448	3.55	FWO 54' R. NO CAP
103	629719.188	517373.448	3.55	FWO 54' R. NO CAP
104	629719.188	517373.448	3.55	FWO 54' R. NO CAP
105	629719.188	517373.448	3.55	FWO 54' R. NO CAP
106	629719.188	517373.448	3.55	FWO 54' R. NO CAP
107	629719.188	517373.448	3.55	FWO 54' R. NO CAP
108	629719.188	517373.448	3.55	FWO 54' R. NO CAP
109	629719.188	517373.448	3.55	FWO 54' R. NO CAP
110	629719.188	517373.448	3.55	FWO 54' R. NO CAP
111	629719.188	517373.448	3.55	FWO 54' R. NO CAP

TREE ID#	COMMON NAME	TRUNK DIAMETER	COMMENT
199	EUROPEAN PALM	-	CLUSTER
200	EUROPEAN PALM	-	CLUSTER
201	EUROPEAN PALM	-	CLUSTER
202	EUROPEAN PALM	-	CLUSTER
203	EUROPEAN PALM	-	CLUSTER
204	EUROPEAN PALM	-	CLUSTER
205	EUROPEAN PALM	-	CLUSTER
206	EUROPEAN PALM	-	CLUSTER
207	EUROPEAN PALM	-	CLUSTER
208	EUROPEAN PALM	-	CLUSTER
209	EUROPEAN PALM	-	CLUSTER
210	EUROPEAN PALM	-	CLUSTER
211	EUROPEAN PALM	-	CLUSTER
212	EUROPEAN PALM	-	CLUSTER
213	EUROPEAN PALM	-	CLUSTER
214	EUROPEAN PALM	-	CLUSTER
215	EUROPEAN PALM	-	CLUSTER
216	EUROPEAN PALM	-	CLUSTER
217	EUROPEAN PALM	-	CLUSTER
218	EUROPEAN PALM	-	CLUSTER
219	EUROPEAN PALM	-	CLUSTER
220	EUROPEAN PALM	-	CLUSTER
221	EUROPEAN PALM	-	CLUSTER
222	EUROPEAN PALM	-	CLUSTER
223	EUROPEAN PALM	-	CLUSTER
224	EUROPEAN PALM	-	CLUSTER
225	EUROPEAN PALM	-	CLUSTER
226	EUROPEAN PALM	-	CLUSTER
227	EUROPEAN PALM	-	CLUSTER
228	EUROPEAN PALM	-	CLUSTER
229	EUROPEAN PALM	-	CLUSTER
230	EUROPEAN PALM	-	CLUSTER
231	EUROPEAN PALM	-	CLUSTER
232	EUROPEAN PALM	-	CLUSTER
233	EUROPEAN PALM	-	CLUSTER
234	EUROPEAN PALM	-	CLUSTER
235	EUROPEAN PALM	-	CLUSTER
236	EUROPEAN PALM	-	CLUSTER
237	EUROPEAN PALM	-	CLUSTER
238	EUROPEAN PALM	-	CLUSTER
239	EUROPEAN PALM	-	CLUSTER
240	EUROPEAN PALM	-	CLUSTER
241	EUROPEAN PALM	-	CLUSTER
242	EUROPEAN PALM	-	CLUSTER
243	EUROPEAN PALM	-	CLUSTER
244	EUROPEAN PALM	-	CLUSTER
245	EUROPEAN PALM	-	CLUSTER
246	EUROPEAN PALM	-	CLUSTER
247	EUROPEAN PALM	-	CLUSTER
248	EUROPEAN PALM	-	CLUSTER
249	EUROPEAN PALM	-	CLUSTER
250	EUROPEAN PALM	-	CLUSTER
251	EUROPEAN PALM	-	CLUSTER
252	EUROPEAN PALM	-	CLUSTER
253	EUROPEAN PALM	-	CLUSTER
254	EUROPEAN PALM	-	CLUSTER
255	EUROPEAN PALM	-	CLUSTER
256	EUROPEAN PALM	-	CLUSTER
257	EUROPEAN PALM	-	CLUSTER
258	EUROPEAN PALM	-	CLUSTER
259	EUROPEAN PALM	-	CLUSTER
260	EUROPEAN PALM	-	CLUSTER
261	EUROPEAN PALM	-	CLUSTER
262	EUROPEAN PALM	-	CLUSTER
263	EUROPEAN PALM	-	CLUSTER
264	EUROPEAN PALM	-	CLUSTER
265	EUROPEAN PALM	-	CLUSTER
266	EUROPEAN PALM	-	CLUSTER
267	EUROPEAN PALM	-	CLUSTER
268	EUROPEAN PALM	-	CLUSTER
269	EUROPEAN PALM	-	CLUSTER
270	EUROPEAN PALM	-	CLUSTER
271	EUROPEAN PALM	-	CLUSTER
272	EUROPEAN PALM	-	CLUSTER
273	EUROPEAN PALM	-	CLUSTER
274	EUROPEAN PALM	-	CLUSTER
275	EUROPEAN PALM	-	CLUSTER
276	EUROPEAN PALM	-	CLUSTER
277	EUROPEAN PALM	-	CLUSTER
278	EUROPEAN PALM	-	CLUSTER
279	EUROPEAN PALM	-	CLUSTER
280	EUROPEAN PALM	-	CLUSTER
281	EUROPEAN PALM	-	CLUSTER
282	EUROPEAN PALM	-	CLUSTER
283	EUROPEAN PALM	-	CLUSTER
284	EUROPEAN PALM	-	CLUSTER
285	EUROPEAN PALM	-	CLUSTER
286	EUROPEAN PALM	-	CLUSTER
287	EUROPEAN PALM	-	CLUSTER
288	EUROPEAN PALM	-	CLUSTER
289	EUROPEAN PALM	-	CLUSTER
290	EUROPEAN PALM	-	CLUSTER
291	EUROPEAN PALM	-	CLUSTER
292	EUROPEAN PALM	-	CLUSTER
293	EUROPEAN PALM	-	CLUSTER
294	EUROPEAN PALM	-	CLUSTER
295	EUROPEAN PALM	-	CLUSTER
296	EUROPEAN PALM	-	CLUSTER
297	EUROPEAN PALM	-	CLUSTER
298	EUROPEAN PALM	-	CLUSTER
299	EUROPEAN PALM	-	CLUSTER
300	EUROPEAN PALM	-	CLUSTER
301	EUROPEAN PALM	-	CLUSTER
302	EUROPEAN PALM	-	CLUSTER
303	EUROPEAN PALM	-	CLUSTER
304	EUROPEAN PALM	-	CLUSTER
305	EUROPEAN PALM	-	CLUSTER
306	EUROPEAN PALM	-	CLUSTER
307	EUROPEAN PALM	-	CLUSTER
308	EUROPEAN PALM	-	CLUSTER
309	EUROPEAN PALM	-	CLUSTER
310	EUROPEAN PALM	-	CLUSTER
311	EUROPEAN PALM	-	CLUSTER
312	EUROPEAN PALM	-	CLUSTER
313	EUROPEAN PALM	-	CLUSTER
314	EUROPEAN PALM	-	CLUSTER
315	EUROPEAN PALM	-	CLUSTER
316	EUROPEAN PALM	-	CLUSTER
317	EUROPEAN PALM	-	CLUSTER
318	EUROPEAN PALM	-	CLUSTER
319	EUROPEAN PALM	-	CLUSTER
320	EUROPEAN PALM	-	CLUSTER
321	EUROPEAN PALM	-	CLUSTER
322	EUROPEAN PALM	-	CLUSTER
323	EUROPEAN PALM	-	CLUSTER
324	EUROPEAN PALM	-	CLUSTER
325	EUROPEAN PALM	-	CLUSTER
326	EUROPEAN PALM	-	CLUSTER
327	EUROPEAN PALM	-	CLUSTER
328	EUROPEAN PALM	-	CLUSTER
329	EUROPEAN PALM	-	CLUSTER
330	EUROPEAN PALM	-	CLUSTER
331	EUROPEAN PALM	-	CLUSTER
332	EUROPEAN PALM	-	CLUSTER
333	EUROPEAN PALM	-	CLUSTER
334	EUROPEAN PALM	-	CLUSTER
335	EUROPEAN PALM	-	CLUSTER
336	EUROPEAN PALM	-	CLUSTER
337	EUROPEAN PALM	-	CLUSTER
338	EUROPEAN PALM	-	CLUSTER
339	EUROPEAN PALM	-	CLUSTER
340	EUROPEAN PALM	-	CLUSTER
341	EUROPEAN PALM	-	CLUSTER
342	EUROPEAN PALM	-	CLUSTER
343	EUROPEAN PALM	-	CLUSTER
344	EUROPEAN PALM	-	CLUSTER
345	EUROPEAN PALM	-	CLUSTER
346	EUROPEAN PALM	-	CLUSTER
347	EUROPEAN PALM	-	CLUSTER
348	EUROPEAN PALM	-	CLUSTER
349	EUROPEAN PALM	-	CLUSTER
350	EUROPEAN PALM	-	CLUSTER
351	EUROPEAN PALM	-	CLUSTER
352	EUROPEAN PALM	-	CLUSTER
353	EUROPEAN PALM	-	CLUSTER
354	EUROPEAN PALM	-	CLUSTER
355	EUROPEAN PALM	-	CLUSTER
356	EUROPEAN PALM	-	CLUSTER
357	EUROPEAN PALM	-	CLUSTER
358	EUROPEAN PALM	-	CLUSTER
359	EUROPEAN PALM	-	CLUSTER
360	EUROPEAN PALM	-	CLUSTER
361	EUROPEAN PALM	-	CLUSTER
362	EUROPEAN PALM	-	CLUSTER
363	EUROPEAN PALM	-	CLUSTER
364	EUROPEAN PALM	-	CLUSTER
365	EUROPEAN PALM	-	CLUSTER
366	EUROPEAN PALM	-	CLUSTER
367	EUROPEAN PALM	-	CLUSTER
368	EUROPEAN PALM	-	CLUSTER
369	EUROPEAN PALM	-	CLUSTER
370	EUROPEAN PALM	-	CLUSTER
371	EUROPEAN PALM	-	CLUSTER
372	EUROPEAN PALM	-	CLUSTER
373	EUROPEAN PALM	-	CLUSTER
374	EUROPEAN PALM	-	CLUSTER
375	EUROPEAN PALM	-	CLUSTER
376	EUROPEAN PALM	-	CLUSTER
377	EUROPEAN PALM	-	CLUSTER
378	EUROPEAN PALM	-	CLUSTER
379	EUROPEAN PALM	-	CLUSTER
380	EUROPEAN PALM	-	CLUSTER
381	EUROPEAN PALM	-	CLUSTER
382	EUROPEAN PALM	-	CLUSTER
383	EUROPEAN PALM	-	CLUSTER
384	EUROPEAN PALM	-	CLUSTER
385	EUROPEAN PALM	-	CLUSTER
386	EUROPEAN PALM	-	CLUSTER
387	EUROPEAN PALM	-	CLUSTER
388	EUROPEAN PALM	-	CLUSTER
389	EUROPEAN PALM	-	CLUSTER
390	EUROPEAN PALM	-	CLUSTER
391	EUROPEAN PALM	-	CLUSTER
392	EUROPEAN PALM	-	CLUSTER
393	EUROPEAN PALM	-	CLUSTER
394	EUROPEAN PALM	-	CLUSTER
395	EUROPEAN PALM	-	CLUSTER
396	EUROPEAN PALM	-	CLUSTER
397	EUROPEAN PALM	-	CLUSTER
398	EUROPEAN PALM	-	CLUSTER
399	EUROPEAN PALM	-	CLUSTER
400	EUROPEAN PALM	-	CLUSTER



SKETCH OF BOUNDARY AND TOPOGRAPHIC SURVEY OF:
WATER STORAGE AND PUMPING PLANT SITE 3A
BROWARD COUNTY WATER & WASTEWATER SERVICES
4980 S.W. 40th AVENUE, DANIA BEACH, FL

STONER & ASSOCIATES, INC.
SURVEYORS - MAPPERS
Florida Licensed Surveyors
and Mapping Business No. 6533
4341 S.W. 62nd AVENUE, TOWN OF DAVIE, FLORIDA 33314

TEL (954) 885-0997
www.stoner-surveyors.com

NO.	REVISION	DATE	BY
1	UPDATE ORIGINAL SURVEY 08-7-15 (LAST REVISED 08-07-15)	08/07/15	WAL
2	CONVERT ELEVATIONS TO NAVD 83	07/28/16	WAL
3	REVIEW STORM AND SANITARY SEWER AS-BUILT	07/28/16	WAL

PROJECT
15-8281
3A
SHEET NO.
3 OF 3

PROJECT NO. 102288-10		FILE NAME: 102288100001.dwg	
REV	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

DESIGNED BY: J. BROWNSEY

CHECKED BY: J. BROWNSEY

DATE: AUGUST 2015

CLIENT: CHEN-MIDONE

3440 HOLLYWOOD BLVD., SUITE 405
HOLLYWOOD, FL 33021
PHONE: (954) 984-1041 FAX: (954) 984-1045
CA 00002521

BROWARD COUNTY WATER AND WASTEWATER SERVICES

DISTRICT 181 AND DISTRICT 3A HIGH SERVICE PUMP STATIONS

VOLUME 4 - 3A DRAWINGS

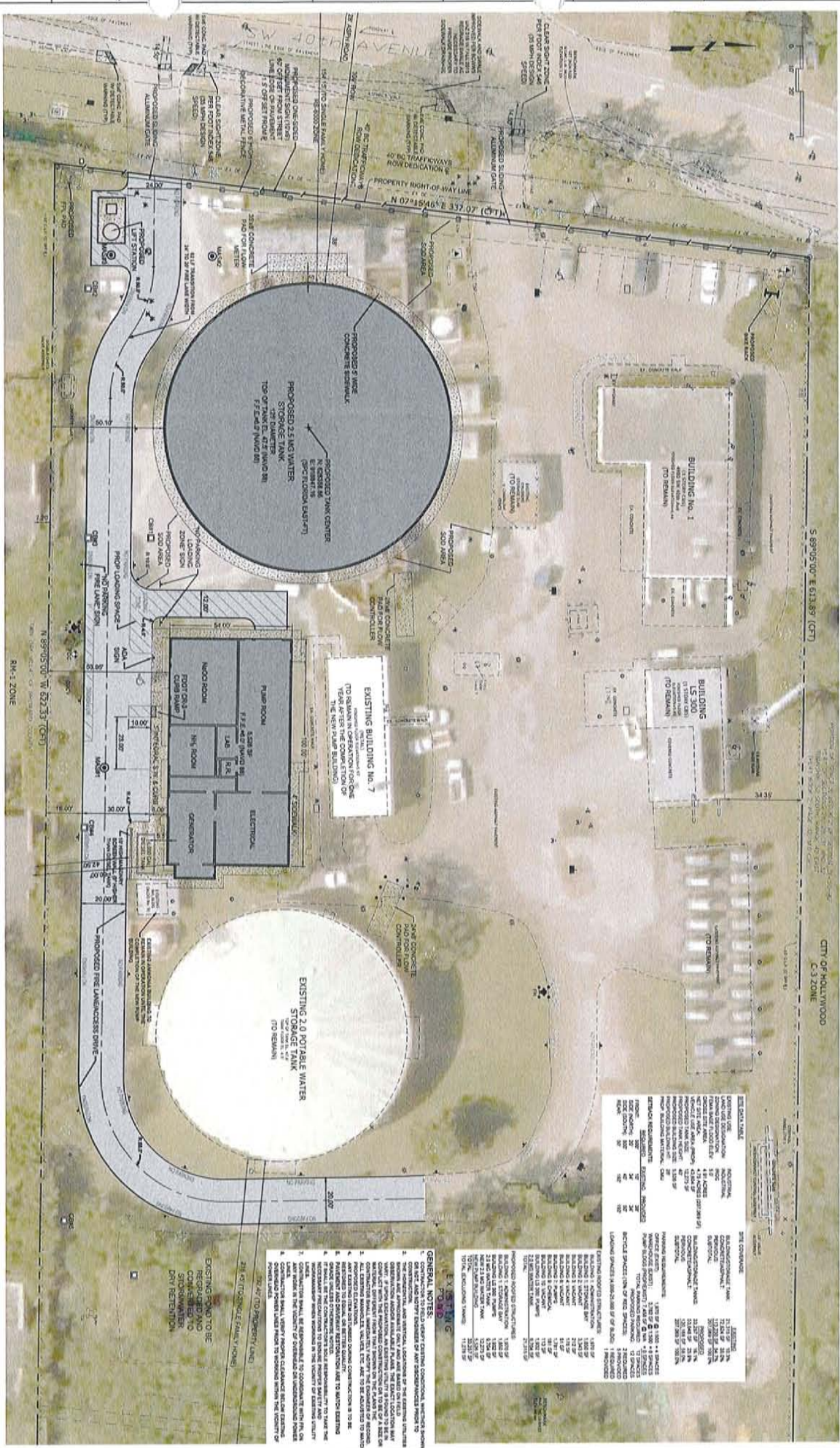
SITE PLAN

VERIFICATION NO. 102288-10

DATE: ONE MONTH

C-01

VOLUME NO. 4



EXISTING DATA TABLE	
EXISTING USE	EXISTING AREA (SQ. FT.)
INDUSTRIAL	21,120
RESIDENTIAL	1,120
COMMERCIAL	1,120
OFFICE	1,120
RETAIL	1,120
RESTAURANT	1,120
BAR	1,120
CLOTHES	1,120
LAUNDRY	1,120
HAIR SALON	1,120
BEAUTY SALON	1,120
TOBACCO	1,120
BOOKS	1,120
RECORDS	1,120
ARTS	1,120
SPORTS	1,120
ENTERTAINMENT	1,120
RECREATION	1,120
EDUCATION	1,120
HEALTH	1,120
RELIGION	1,120
GOVERNMENT	1,120
UTILITIES	1,120
TRANSPORTATION	1,120
DEFENSE	1,120
INDUSTRIAL	1,120
RESIDENTIAL	1,120
COMMERCIAL	1,120
OFFICE	1,120
RETAIL	1,120
RESTAURANT	1,120
BAR	1,120
CLOTHES	1,120
LAUNDRY	1,120
HAIR SALON	1,120
BEAUTY SALON	1,120
TOBACCO	1,120
BOOKS	1,120
RECORDS	1,120
ARTS	1,120
SPORTS	1,120
ENTERTAINMENT	1,120
RECREATION	1,120
EDUCATION	1,120
HEALTH	1,120
RELIGION	1,120
GOVERNMENT	1,120
UTILITIES	1,120
TRANSPORTATION	1,120
DEFENSE	1,120

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BROWARD COUNTY WATER AND WASTEWATER SERVICES DESIGN MANUAL AND THE BROWARD COUNTY WATER AND WASTEWATER SERVICES CONSTRUCTION MANUAL.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BROWARD COUNTY WATER AND WASTEWATER SERVICES DESIGN MANUAL AND THE BROWARD COUNTY WATER AND WASTEWATER SERVICES CONSTRUCTION MANUAL.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BROWARD COUNTY WATER AND WASTEWATER SERVICES DESIGN MANUAL AND THE BROWARD COUNTY WATER AND WASTEWATER SERVICES CONSTRUCTION MANUAL.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BROWARD COUNTY WATER AND WASTEWATER SERVICES DESIGN MANUAL AND THE BROWARD COUNTY WATER AND WASTEWATER SERVICES CONSTRUCTION MANUAL.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BROWARD COUNTY WATER AND WASTEWATER SERVICES DESIGN MANUAL AND THE BROWARD COUNTY WATER AND WASTEWATER SERVICES CONSTRUCTION MANUAL.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BROWARD COUNTY WATER AND WASTEWATER SERVICES DESIGN MANUAL AND THE BROWARD COUNTY WATER AND WASTEWATER SERVICES CONSTRUCTION MANUAL.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BROWARD COUNTY WATER AND WASTEWATER SERVICES DESIGN MANUAL AND THE BROWARD COUNTY WATER AND WASTEWATER SERVICES CONSTRUCTION MANUAL.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BROWARD COUNTY WATER AND WASTEWATER SERVICES DESIGN MANUAL AND THE BROWARD COUNTY WATER AND WASTEWATER SERVICES CONSTRUCTION MANUAL.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BROWARD COUNTY WATER AND WASTEWATER SERVICES DESIGN MANUAL AND THE BROWARD COUNTY WATER AND WASTEWATER SERVICES CONSTRUCTION MANUAL.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BROWARD COUNTY WATER AND WASTEWATER SERVICES DESIGN MANUAL AND THE BROWARD COUNTY WATER AND WASTEWATER SERVICES CONSTRUCTION MANUAL.

[illegible]

FOR ADDITIONAL INFORMATION, REFER TO
BICWMS PROJECT 9058 BID PACKAGE B
REGARDING THE FUTURE FACILITY 3A
FOUR LOG VIRUS TREATMENT SYSTEM

DEMOLITION LEGEND

	ASPHALT TO BE REMOVED
	BUILDINGS & APPURTENANCES TO BE REMOVED (BY OTHERS, NOT IN CONTRACT)

REV	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

DESIGNED	DO
CHECKED	JB
DATE	2016
APPROVED	AS

PROJECT NO. 102288-10

FILE NAME: 102288-10-0000.dwg

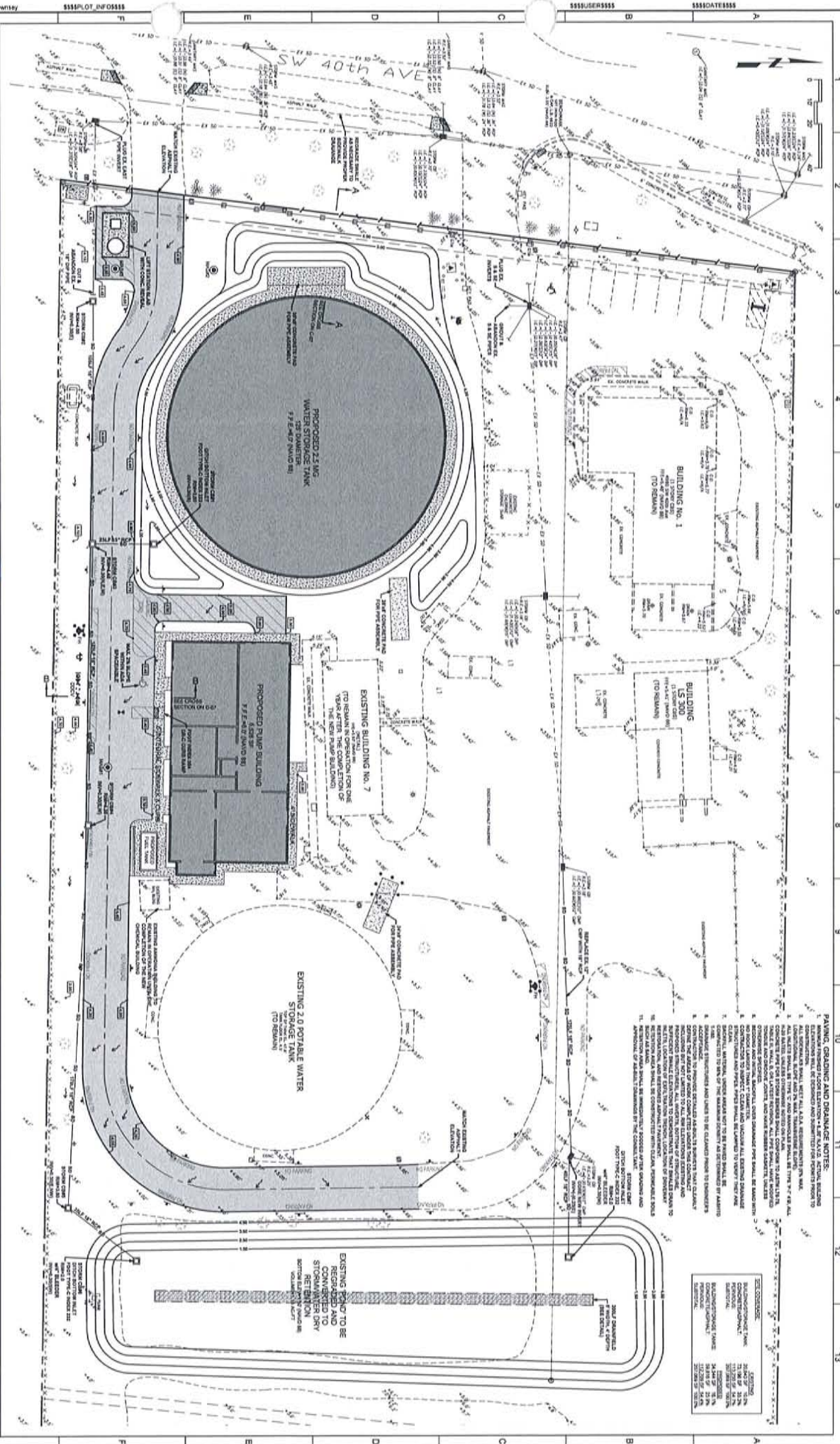


carollo
3440 HOLLYWOOD BLVD., SUITE 400
PHOENIX, AZ 85018
PHONE: 602.971.0000 FAX: 602.971.0005
CAROLLO@CAROLLO.COM



BROWARD COUNTY WATER AND WASTEWATER SERVICES
DISTRICT 181 AND DISTRICT 2A HIGH SERVICE PUMP STATIONS
VOLUME 4 3A DRAWINGS
PAVING, GRADING AND DRAINAGE PLAN

VERIFICATION	DATE
MAILED FOR CONSTRUCTION	10/20/2016
DRAWING NO.	C-06
VOLUME NO.	4



PAVING, GRADING AND DRAINAGE NOTES:

1. MINIMUM FINISHED FLOOR ELEVATION - 1.5' ABOVE ACTUAL BUILDING FOUNDATION. ALL CONCRETE SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION. ALL CONCRETE SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION.
2. ALL PAVING SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION. ALL PAVING SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION.
3. ALL GRADING SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION. ALL GRADING SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION.
4. ALL DRAINAGE SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION. ALL DRAINAGE SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION.
5. ALL SLOPES SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION. ALL SLOPES SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION.
6. ALL CURBS SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION. ALL CURBS SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION.
7. ALL SIDEWALKS SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION. ALL SIDEWALKS SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION.
8. ALL DRIVEWAYS SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION. ALL DRIVEWAYS SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION.
9. ALL ROADS SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION. ALL ROADS SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION.
10. ALL UTILITIES SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION. ALL UTILITIES SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION.
11. ALL STRUCTURES SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION. ALL STRUCTURES SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION.
12. ALL LANDSCAPING SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION. ALL LANDSCAPING SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION.
13. ALL FURNITURE SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION. ALL FURNITURE SHALL BE FINISHED TO THE FINISHED FLOOR ELEVATION.

ITEM	QUANTITY	UNIT	PRICE
PAVING	10,000	SQ. YD.	1.50
GRADING	5,000	SQ. YD.	1.00
DRAINAGE	2,000	LINEAL FT.	2.00
TOTAL			

PROJECT NO. 102208110
FILE NAME: 102208110.dwg

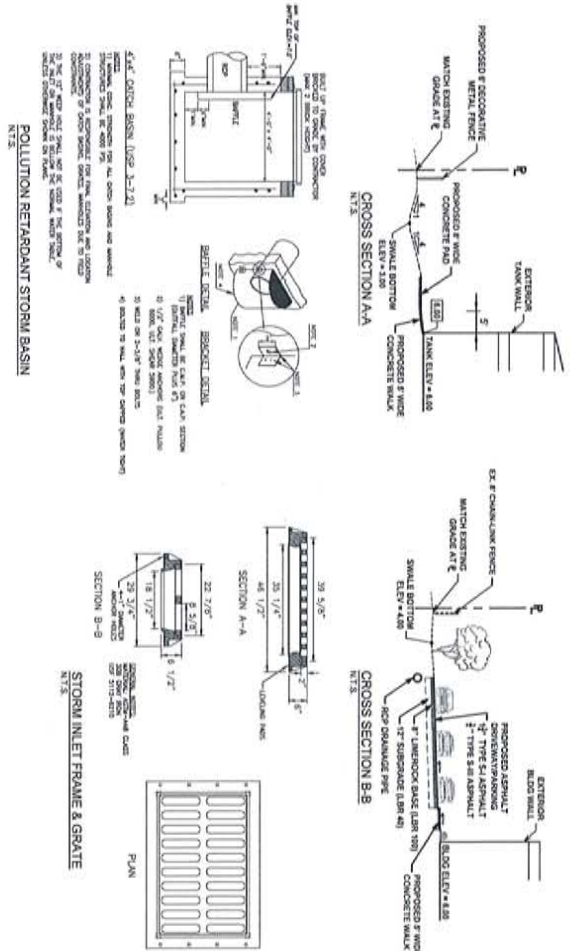
REV	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

DESIGNED	DATE	BY
CHECKED	DATE	BY
APPROVED	DATE	BY



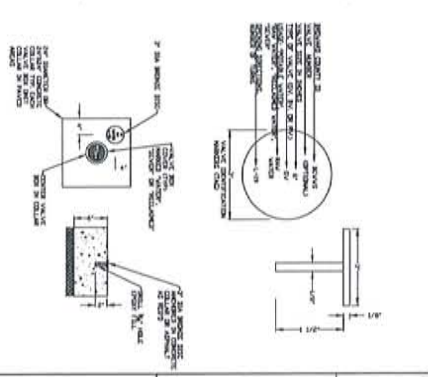


BROWARD COUNTY WATER AND WASTEWATER SERVICES	VERIFY SCALES	208 NO.
DISTRICT 1B1 AND DISTRICT 2A, HIGH-LEVEL RAMP STATIONS AND GROUND STORAGE TANKS 2A DRAWINGS	DATE	ISSUED TO
PAVING, GRADING AND DRAINAGE DETAILS 1	0	DRAWING NO.
	1	C-07
		VOLUME NO.
		4

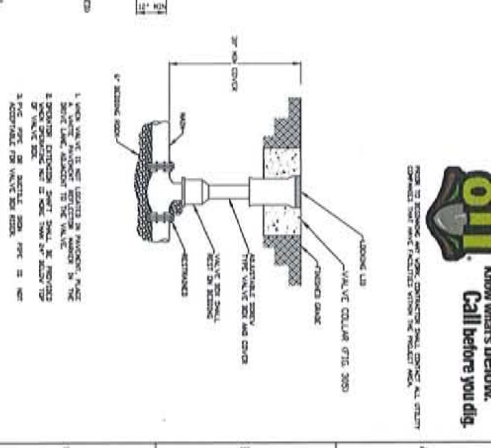


JOB NO. 102288 10	VERIFY SCALES	ICES
DRAWING NO. C-12	0  1" 1"	1"
VOLUME NO. 4	IF NOT ONE INCH IN THIS DIRECTION, SCALE ACCORDINGLY	

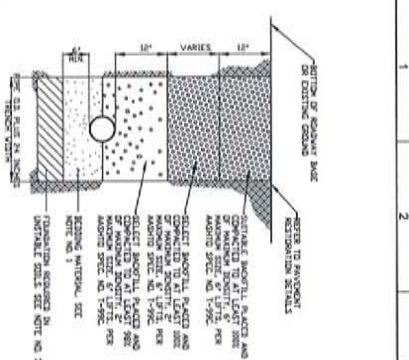
VALVE COLLAR AND ID MARKER



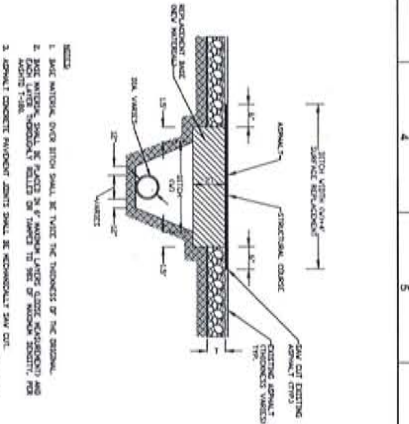
VALVE BOX
STANDARD SERIAL NO.



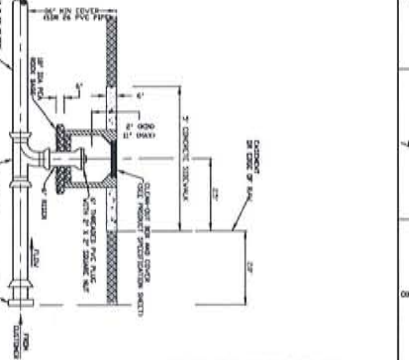
811
Know what's below.
Call before you dig.



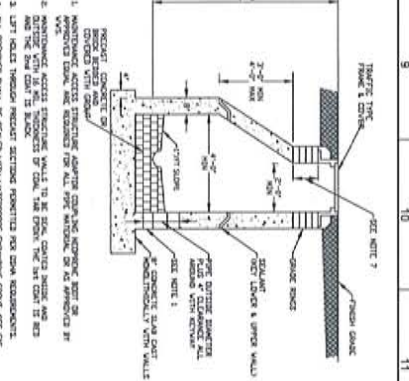
TRENCH DETAIL



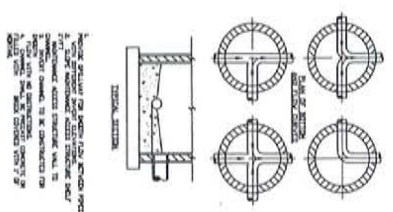
RESTORATION OF ROADWAY CUT FOR UTILITY INSTALLATION



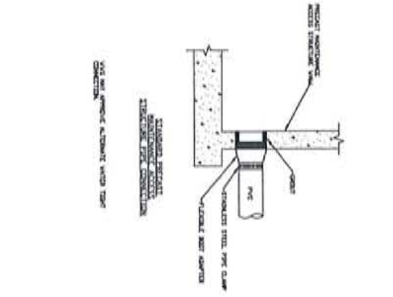
SEWER SERVICE CONNECTION AT PROPERTY LINE OR EASEMENT LINE



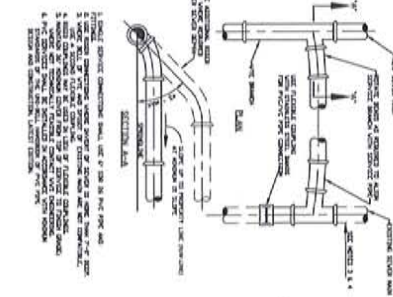
PRECAST MANHOLE



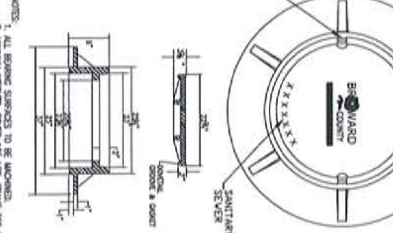
INVERT FLOW CHANNEL DETAIL



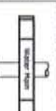
MASS CONNECTION DETAIL



WYE SEWER SERVICE CONNECTION



MANHOLE AND COVER

WATER MAIN SEPARATION IN ACCORDANCE WITH F.A.C. RULE 62-555.314			
OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1) (4)	JOINT SPACING @ (FULL JOINT CENTERED)
STEEL PIPE, 12" OR LARGER	 12 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 8" OR LARGER	 10 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 6" OR LARGER	 8 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 4" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 3" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 2" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1 1/2" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 3/4" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/2" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/4" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/8" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/16" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/32" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/64" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/128" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/256" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/512" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/1024" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/2048" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/4096" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/8192" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/16384" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/32768" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/65536" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/131072" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/262144" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/524288" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/1048576" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/2097152" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/4194304" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/8388608" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/16777216" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/33554432" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/67108864" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/134217728" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/268435456" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/536870912" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/1073741824" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/2147483648" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/4294967296" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/8589934592" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/17179869184" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/34359738368" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/68719476736" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/137438953472" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/274877906944" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/549755813888" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/1099511627776" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/2199023255552" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/4398046511104" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/8796093022208" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/17592186044416" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/35184372088832" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/70368744177664" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/140737488355328" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/281474976710656" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/562949953421312" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/1125899906842624" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/2251799813685248" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/4503599627370496" OR LARGER	 6 ft. minimum	 12" spacing at the intersection 12" spacing at the end of the crossing 5" spacing at the beginning and end of the crossing	 At least 3 ft. minimum
STEEL PIPE, 1/9007199254740992" OR LARGER	 6 ft. minimum	 12" spacing at the intersection	

PROJECT NO. 102286 10 FILE NAME: 1022861001.dwg

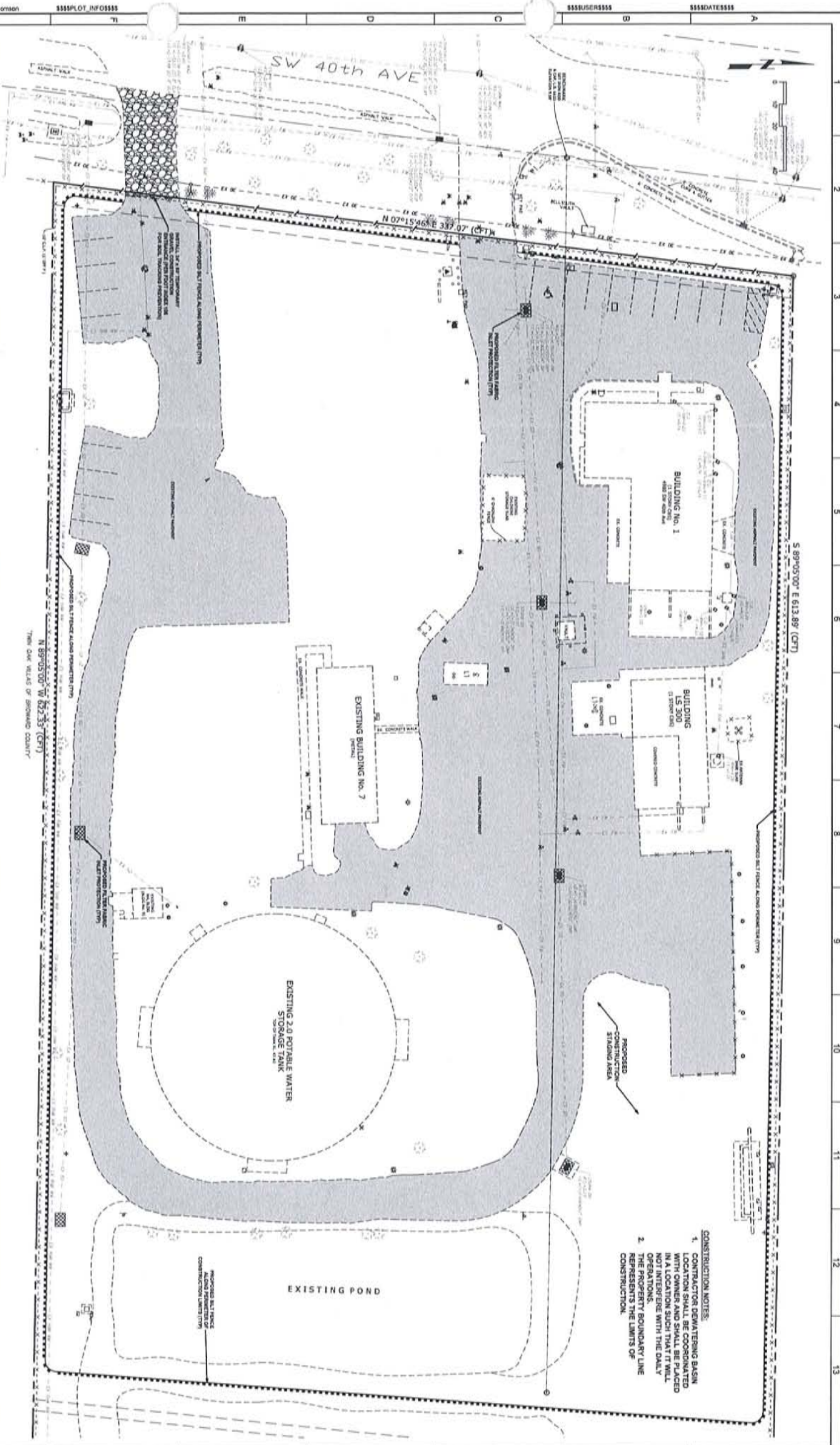
REV	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

DESIGNED BY
DRAWN BY
CHECKED BY
DATE
APPROVED BY



BROWARD COUNTY WATER AND WASTEWATER SERVICES
DISTRICT 181 AND DISTRICT 24 HIGH SEWERAGE PLANT STATIONS AND
GROUND STORAGE TANKS 2A DRAWINGS
C-18
EROSION AND SEDIMENTATION CONTROL PLAN

VERIFY SCALES
JOB NO.
DRAWING NO.
C-18
VOLUME NO.
4



- CONSTRUCTION NOTES:
1. CONTRACTOR Dewatering BASIN LOCATION SHALL BE COORDINATED WITH THE DISTRICT ENGINEER IN A LOCATION SUCH THAT IT WILL NOT INTERFERE WITH THE DAILY OPERATIONS. PRESENTLY BOUNDARY LINE REPRESENTS THE LIMITS OF CONSTRUCTION.
 - 2.

PROJECT NO. 107288-00
FILE NAME: 107288-00.DWG

DESIGNED	DR
CHECKED	JM
DATE	10/20/2016
DATE	10/20/2016

DESIGNED	DR
CHECKED	JM
DATE	10/20/2016
DATE	10/20/2016

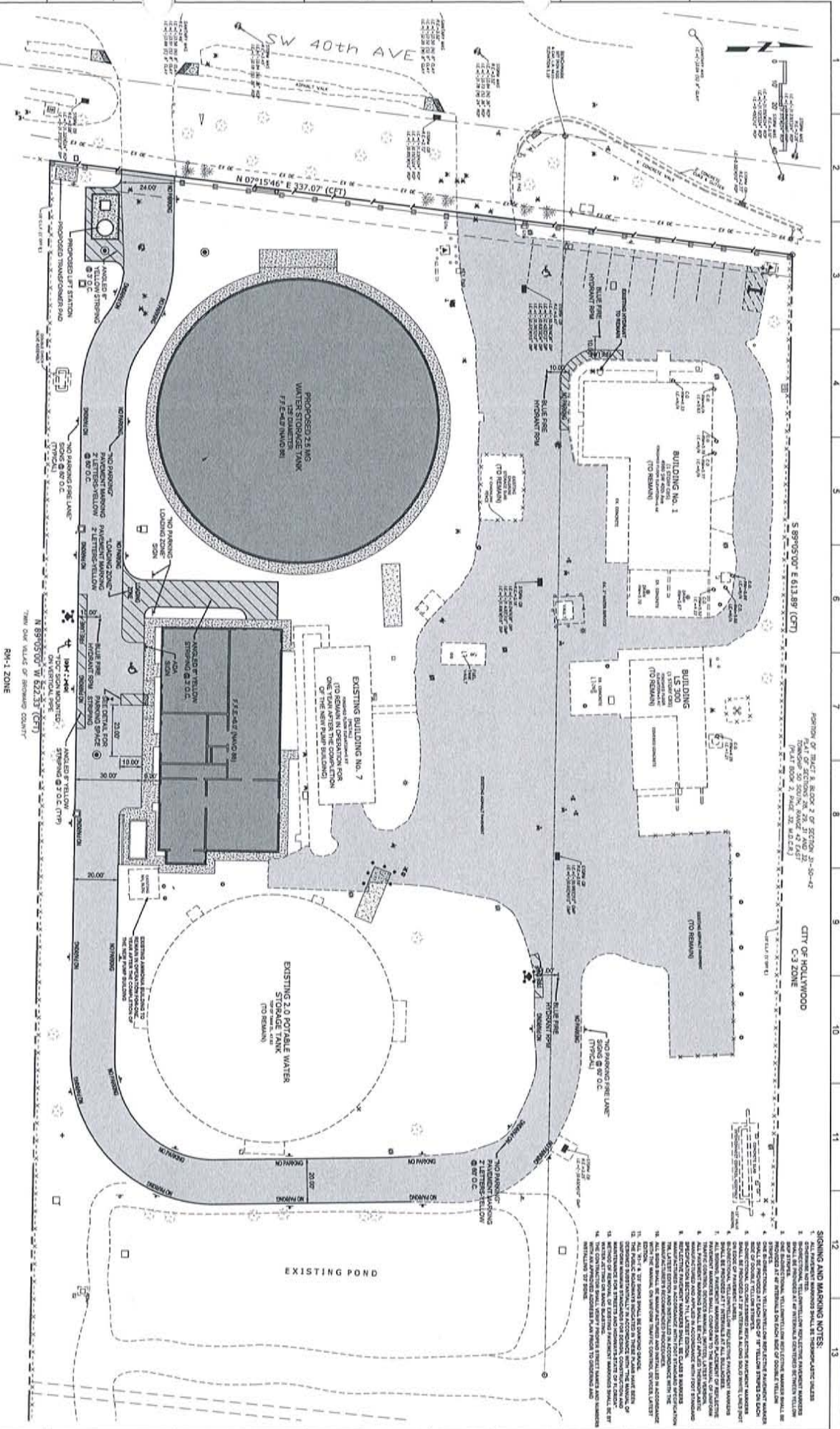
CHEN-MORE
10000 N.W. 10th Ave.
Suite 100
Miami, FL 33150
Phone: (305) 555-1000
Fax: (305) 555-1001

carollo
3440 HOLLYWOOD BLVD., SUITE 405
HOLLYWOOD, FL 33021
PHONE: (954) 966-1000 FAX: (954) 966-1005
CA 00000001

BROWARD COUNTY
FLORIDA

BROWARD COUNTY WATER AND WASTEWATER SERVICES
DISTRICT 181 AND DISTRICT 2A HIGH SERVICE PUMP STATIONS
AND OUTSIDE SANITARIANS
CIVIL
PAVEMENT MARKING & SIGNAGE PLAN

VERIFY SCALES	200' INCH
DATE	10/20/2016
DESIGNED BY	DR
CHECKED BY	JM
DATE	10/20/2016
DATE	10/20/2016



S 89°05'00\" E 613.89' (CFT)

PORTION OF DISTRICT 181 AND DISTRICT 2A HIGH SERVICE PUMP STATIONS AND OUTSIDE SANITARIANS

CITY OF HOLLYWOOD
C-3 ZONE

EXISTING AND MARKING NOTES:
1. EXISTING PAVEMENT SHALL BE MAINTAINED AS MUCH AS POSSIBLE.
2. EXISTING PAVEMENT SHALL BE MAINTAINED AS MUCH AS POSSIBLE.
3. EXISTING PAVEMENT SHALL BE MAINTAINED AS MUCH AS POSSIBLE.
4. EXISTING PAVEMENT SHALL BE MAINTAINED AS MUCH AS POSSIBLE.
5. EXISTING PAVEMENT SHALL BE MAINTAINED AS MUCH AS POSSIBLE.
6. EXISTING PAVEMENT SHALL BE MAINTAINED AS MUCH AS POSSIBLE.
7. EXISTING PAVEMENT SHALL BE MAINTAINED AS MUCH AS POSSIBLE.
8. EXISTING PAVEMENT SHALL BE MAINTAINED AS MUCH AS POSSIBLE.
9. EXISTING PAVEMENT SHALL BE MAINTAINED AS MUCH AS POSSIBLE.
10. EXISTING PAVEMENT SHALL BE MAINTAINED AS MUCH AS POSSIBLE.
11. EXISTING PAVEMENT SHALL BE MAINTAINED AS MUCH AS POSSIBLE.
12. EXISTING PAVEMENT SHALL BE MAINTAINED AS MUCH AS POSSIBLE.
13. EXISTING PAVEMENT SHALL BE MAINTAINED AS MUCH AS POSSIBLE.
14. EXISTING PAVEMENT SHALL BE MAINTAINED AS MUCH AS POSSIBLE.
15. EXISTING PAVEMENT SHALL BE MAINTAINED AS MUCH AS POSSIBLE.
16. EXISTING PAVEMENT SHALL BE MAINTAINED AS MUCH AS POSSIBLE.
17. EXISTING PAVEMENT SHALL BE MAINTAINED AS MUCH AS POSSIBLE.
18. EXISTING PAVEMENT SHALL BE MAINTAINED AS MUCH AS POSSIBLE.
19. EXISTING PAVEMENT SHALL BE MAINTAINED AS MUCH AS POSSIBLE.
20. EXISTING PAVEMENT SHALL BE MAINTAINED AS MUCH AS POSSIBLE.

VERIFY SCALES DATA IS ONE INCH ON ORIGINAL DRAWING 	JOB NO. 102288-10
	DRAWING NO. C-21
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	VOLUME NO. 4

PROJECT NO. 102288.10
FILE NAME: 102288102288.dwg

REV	DATE	BY	DESCRIPTION
1	07/11/2021	JB	DESIGNED
2	07/11/2021	JB	CHECKED
3	07/11/2021	JB	DATE
4	07/11/2021	JB	ACQUISIT

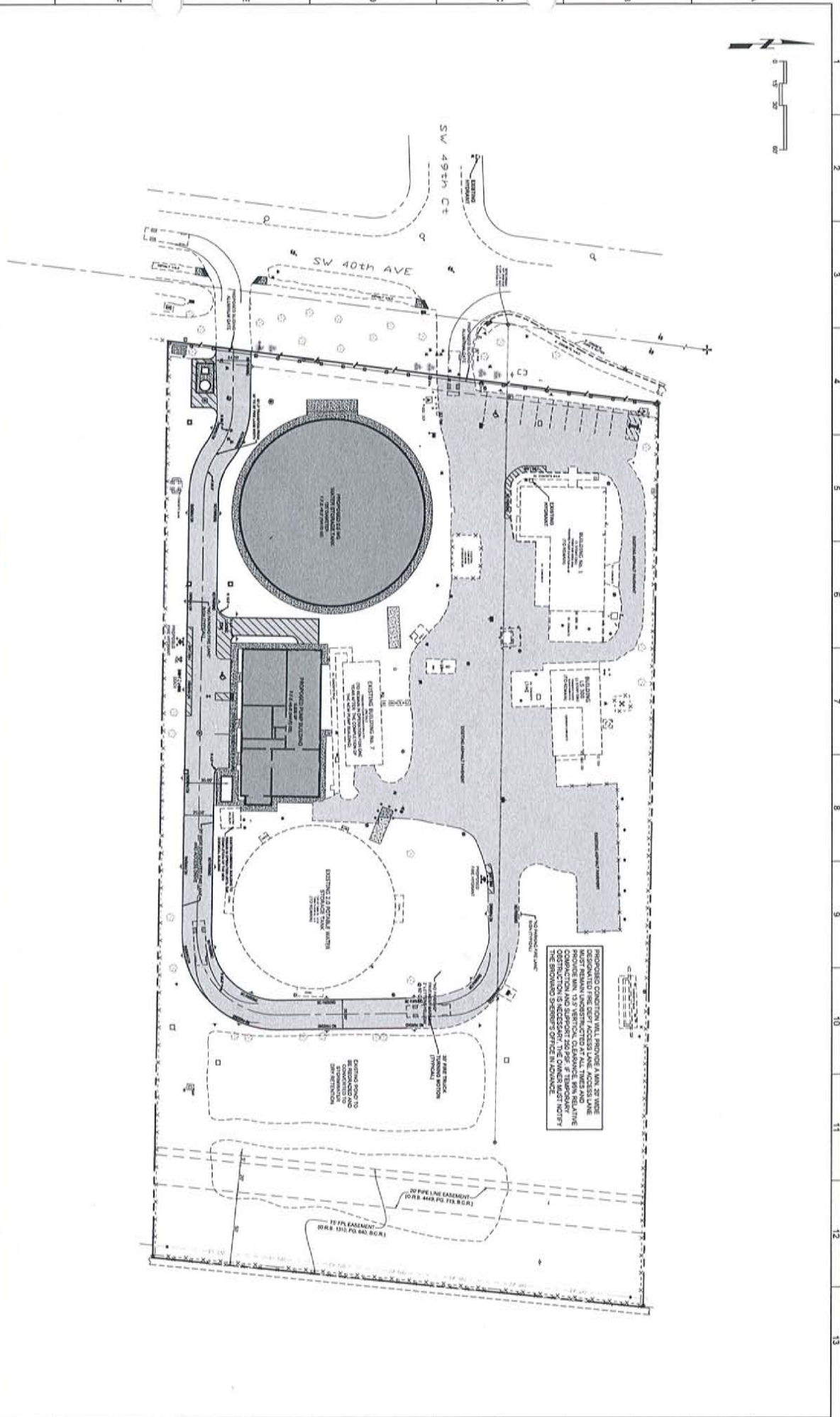
DESIGNED	JOEL BROWNEY
CHECKED	JOEL BROWNEY
DATE	07/11/2021
ACQUISIT	JOEL BROWNEY

CHEN-MOORE
ARCHITECTS
10000 W. BOULEVARD
SUITE 100
HOUSTON, TEXAS 77036
PHONE: 281.410.0000

carollo
3442 HOLLYWOOD BLVD., SUITE 405
HOUSTON, TEXAS 77030
PHONE: 281.410.0000

BROWARD COUNTY
FLORIDA

BROWARD COUNTY WATER AND WASTEWATER SERVICES	VERIFY SCALES	JOB NO.
DISTRICT 181 AND DISTRICT 2A HIGH SERVICE PUMP STATIONS	SCALE IS ONE INCH = ONE FOOT	102288.10
AND GROUND STORAGE TANKS	ORIGINAL DRAWING	DRAWING NO.
VOLUME 1 OF 4 SHEETS	0	C-22
	IF NOT ONE INCH = ONE FOOT	VOLUME NO.
	SCALE ADDITIONAL	4



PROJECT NO. 10228-15
FILE NAME: 10228-15-0001.dwg

NO.	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

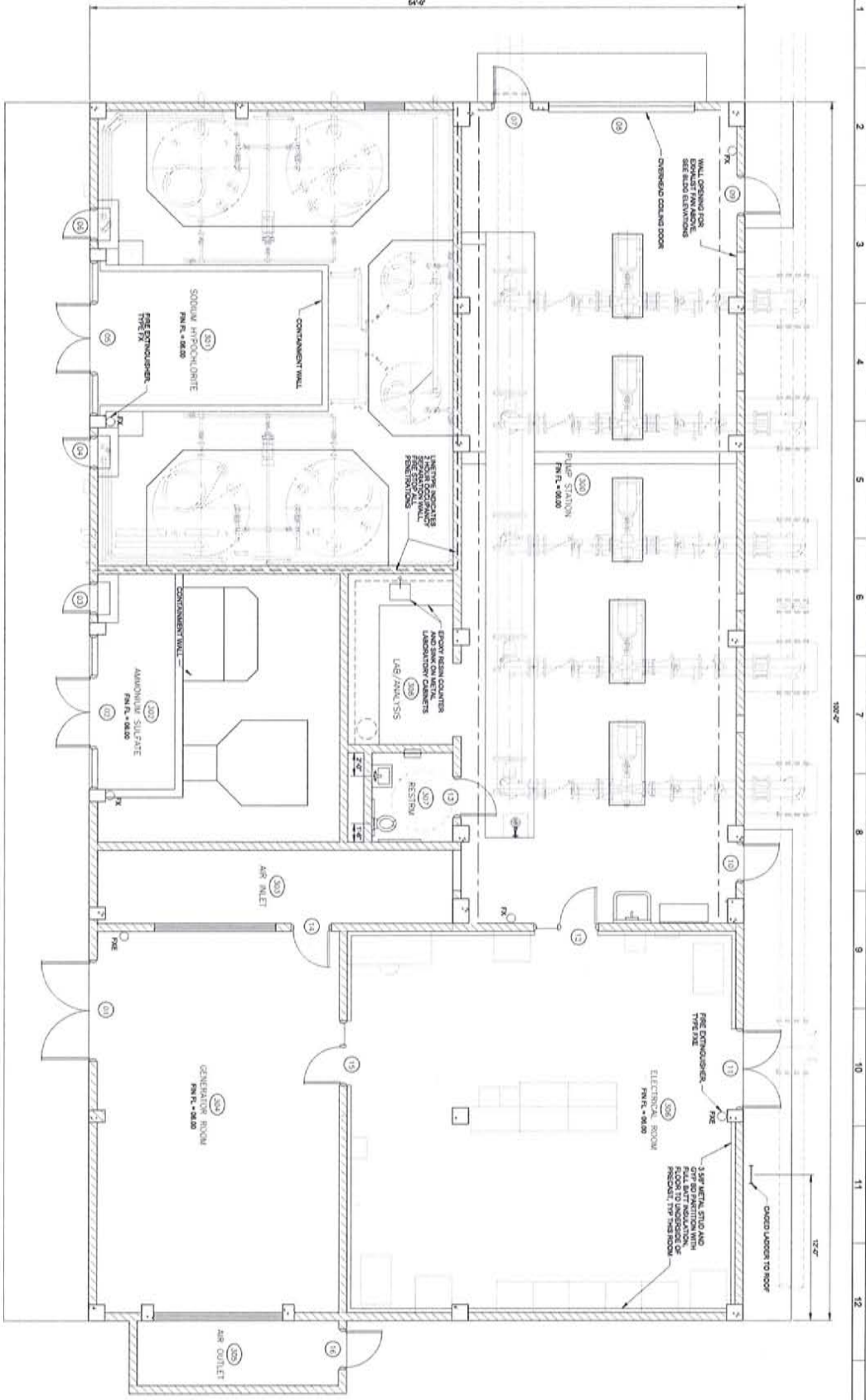
DESIGNED	JOHN M. CAROLLO
CHECKED	JOHN M. CAROLLO
DATE	08/03/2016



BROWARD COUNTY WATER AND WASTEWATER SERVICES
DISTRICT 187 AND DISTRICT 188 HIGH SERVICE PUMP STATIONS AND
GROUND STORAGE TANKS
ARCHITECTURAL
BUILDING FLOOR PLAN

VERIFY SCALES	JOHN M. CAROLLO
0" = 1'-0"	08/03/2016
1" = 1'-0"	08/03/2016
2" = 1'-0"	08/03/2016
3" = 1'-0"	08/03/2016
4" = 1'-0"	08/03/2016
5" = 1'-0"	08/03/2016
6" = 1'-0"	08/03/2016
7" = 1'-0"	08/03/2016
8" = 1'-0"	08/03/2016
9" = 1'-0"	08/03/2016
10" = 1'-0"	08/03/2016
11" = 1'-0"	08/03/2016
12" = 1'-0"	08/03/2016
13" = 1'-0"	08/03/2016

A BUILDING FLOOR PLAN



REV	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

DESIGNED	DATE
CHECKED	DATE
DATE	DATE

PROJECT NO.	10228-02
FILE NAME	10228-02.dwg

PROJECT NO.	10228-02
FILE NAME	10228-02.dwg

PROJECT NO.	10228-02
FILE NAME	10228-02.dwg

PROJECT NO.	10228-02
FILE NAME	10228-02.dwg

PROJECT NO.	10228-02
FILE NAME	10228-02.dwg

PROJECT NO.	10228-02
FILE NAME	10228-02.dwg

PROJECT NO.	10228-02
FILE NAME	10228-02.dwg

PROJECT NO.	10228-02
FILE NAME	10228-02.dwg

PROJECT NO.	10228-02
FILE NAME	10228-02.dwg

PROJECT NO.	10228-02
FILE NAME	10228-02.dwg

PROJECT NO.	10228-02
FILE NAME	10228-02.dwg

PROJECT NO.	10228-02
FILE NAME	10228-02.dwg

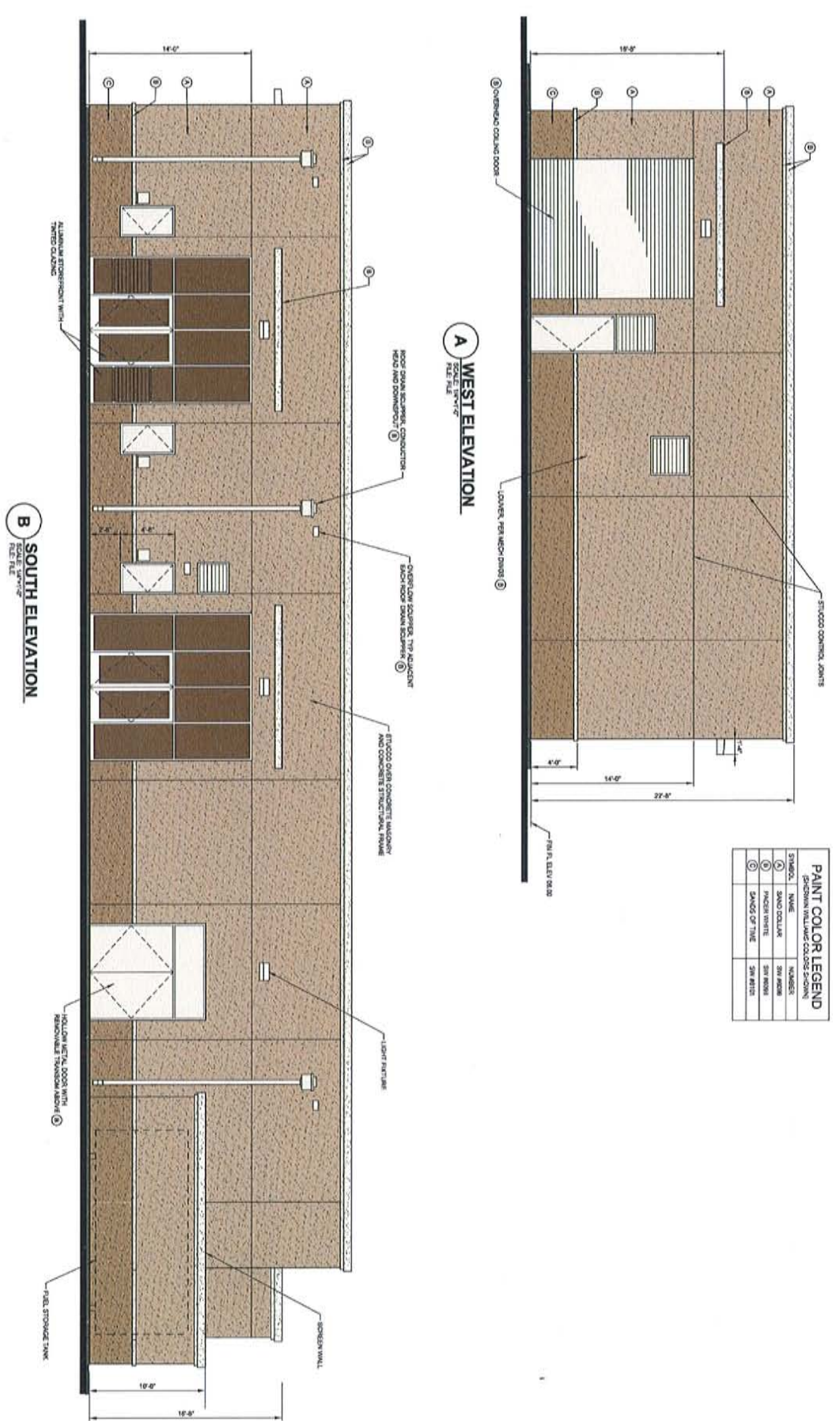
PROJECT NO.	10228-02
FILE NAME	10228-02.dwg

PROJECT NO.	10228-02
FILE NAME	10228-02.dwg

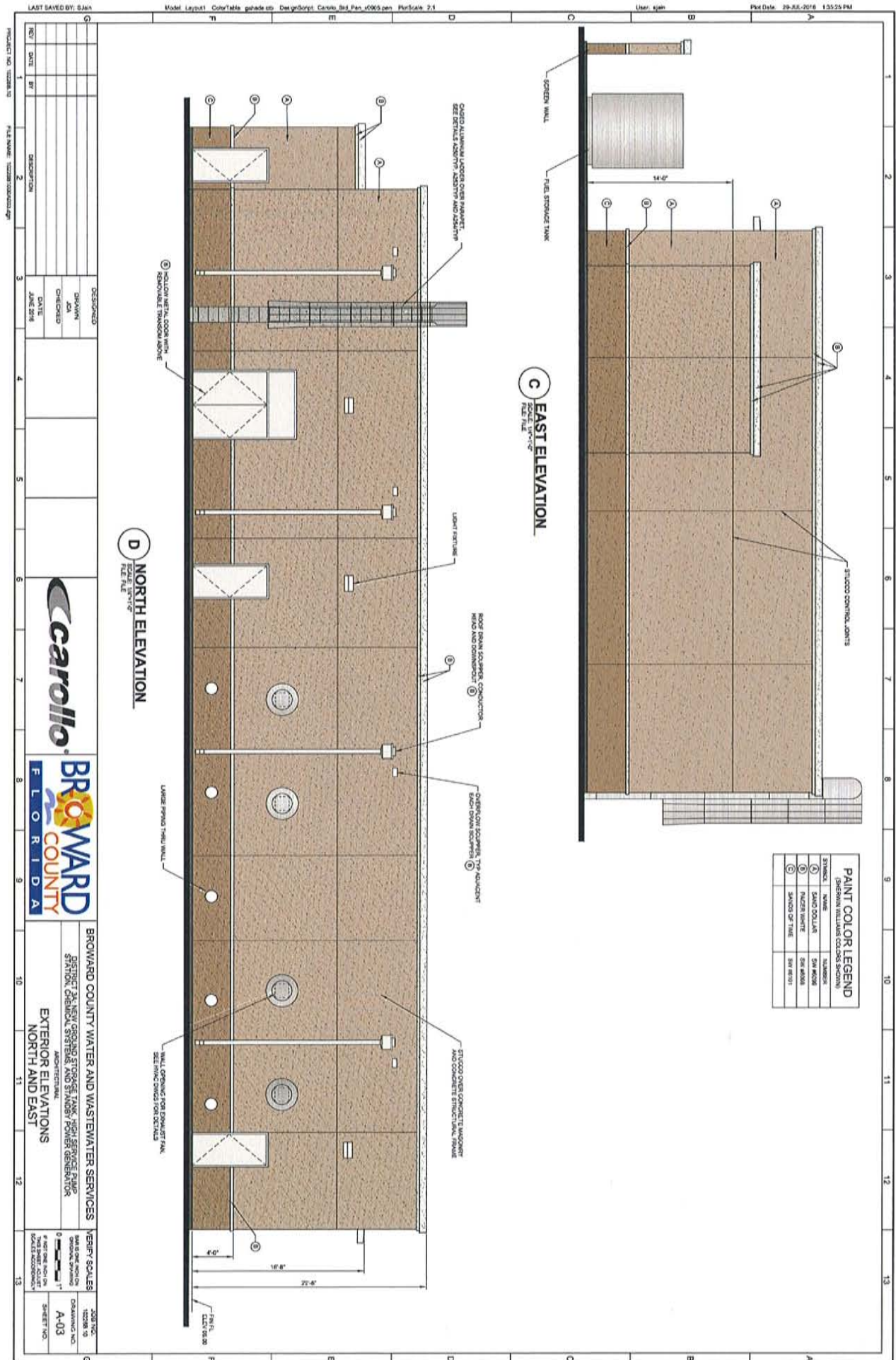


BROWARD COUNTY WATER AND WASTEWATER SERVICES
DISTRICT 2A, NEW GROUND STORAGE TANK, HIGH SERVICE PUMP
STATION, CHEMICAL SYSTEM, AND STANDBY POWER GENERATOR
ARCHITECTURAL
EXTERIOR ELEVATIONS
SOUTH AND WEST

NEPBY SCALES
DATE: 8-01-2016
DRAWING NO.:
A-02
SHEET NO.



SYMBOL	NAME	NUMBER
1	STUCCO CONTROL JOINTS	1
2	OVERHEAD COLLING DOORS	2
3	LOUVER, FOR MECH. DOORS	3
4	FIN F.L. ELEV. 94.10	4
5	ROOF DRAIN SCOPES, CONDUCTOR	5
6	DOWNFLOW DOWNER, 1/2" RADIANT	6
7	STUCCO OVER CONCRETE MASONRY	7
8	AND CONCRETE STRUCTURAL FRAME	8
9	LIGHT FIXTURE	9
10	SCREEN WALL	10
11	HOLLOW METAL DOOR WITH	11
12	REMOVABLE TRANSOM ABOVE	12
13	PAEL STORAGE TANK	13



LAST SAVED BY: SJA		Model: Layout1 ColorTable: gshade.ctb DesignScript: Carolo_Bldg_Plan.dwg PlotScale: 1/8"=1'-0"		User: sja		Plot Date: 29-JUL-2016 1:35:25 PM	
PROJECT NO.	10000000000000000000	FILE NAME:	10000000000000000000.dwg	DESIGNED BY:	DAVID A. CAROLLO	CHECKED BY:	JANE D. CAROLLO
DATE:	JUNE 2016	DATE:	JUNE 2016	DATE:	JUNE 2016	DATE:	JUNE 2016
BROWARD COUNTY WATER AND WASTEWATER SERVICES							
DISTRICT 24, NEW GROUND STORAGE TANK, HIGH SERVICE PUMP STATION, CRITICAL SYSTEM, FORTH BENDITION							
EXTERIOR ELEVATIONS							
NORTH AND EAST							
BROWARD COUNTY WATER AND WASTEWATER SERVICES				SHEET NO. 1			
DISTRICT 24, NEW GROUND STORAGE TANK, HIGH SERVICE PUMP STATION, CRITICAL SYSTEM, FORTH BENDITION				DRAWING NO. A-03			
EXTERIOR ELEVATIONS				SHEET NO.			
NORTH AND EAST							

PROJECT NO. 0222810
FILE NAME: 0222810.001.dwg

REV	DATE	BY	DESCRIPTION
1	04/02/2016	CB	DESIGNED
2		CB	DRAWN
3		CB	CHECKED
4		CB	DATE

DESIGNED	DATE
DRAWN	DATE
CHECKED	DATE
DATE	DATE

CHIEMORE
SURVEYING & ENGINEERING
1000 N. W. 10th Ave.
Fort Lauderdale, FL 33304
PHONE: (954) 581-1111
FAX: (954) 581-1112
WWW.CHIEMORE.COM

carollo
3440 HOLLYWOOD BLVD. SUITE 405
HOLLYWOOD, FL 33021
PHONE: (954) 944-1111
FAX: (954) 944-1112
WWW.CAROLLO.COM

BROWARD COUNTY
FLORIDA

BROWARD COUNTY WATER AND WASTEWATER SERVICES
DISTRICT 181 AND DISTRICT 2A, HIGH SERVICE PUMP STATIONS
AND LINES & SANITARIANS
LANDSCAPE
TREE DISPOSITION PLAN

SS	VERIFY SCALES	JOE NO. 102281 10
	BAR IS ONE INCH ON ORIGINAL DRAWING	DRAWING NO. L-01
0		VOLUME NO. 4
	IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	

EXISTING TREE INVENTORY

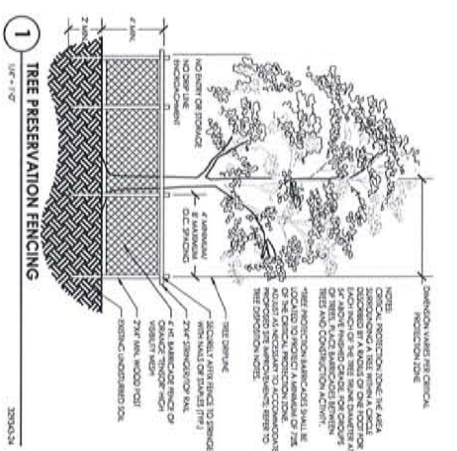
TREE ID #	COMMON NAME	SCIENTIFIC NAME	DBH (IN)	HEIGHT (FT)	CANOPY AREA (SQ FT)	LOCATION	COMMENTS	REMARKS
101	ADAM'S APPLE	ADAM'S APPLE	12	15	150	101	101	101
102	ADAM'S APPLE	ADAM'S APPLE	12	15	150	102	102	102
103	ADAM'S APPLE	ADAM'S APPLE	12	15	150	103	103	103
104	ADAM'S APPLE	ADAM'S APPLE	12	15	150	104	104	104
105	ADAM'S APPLE	ADAM'S APPLE	12	15	150	105	105	105
106	ADAM'S APPLE	ADAM'S APPLE	12	15	150	106	106	106
107	ADAM'S APPLE	ADAM'S APPLE	12	15	150	107	107	107
108	ADAM'S APPLE	ADAM'S APPLE	12	15	150	108	108	108
109	ADAM'S APPLE	ADAM'S APPLE	12	15	150	109	109	109
110	ADAM'S APPLE	ADAM'S APPLE	12	15	150	110	110	110
111	ADAM'S APPLE	ADAM'S APPLE	12	15	150	111	111	111
112	ADAM'S APPLE	ADAM'S APPLE	12	15	150	112	112	112
113	ADAM'S APPLE	ADAM'S APPLE	12	15	150	113	113	113
114	ADAM'S APPLE	ADAM'S APPLE	12	15	150	114	114	114
115	ADAM'S APPLE	ADAM'S APPLE	12	15	150	115	115	115
116	ADAM'S APPLE	ADAM'S APPLE	12	15	150	116	116	116
117	ADAM'S APPLE	ADAM'S APPLE	12	15	150	117	117	117
118	ADAM'S APPLE	ADAM'S APPLE	12	15	150	118	118	118
119	ADAM'S APPLE	ADAM'S APPLE	12	15	150	119	119	119
120	ADAM'S APPLE	ADAM'S APPLE	12	15	150	120	120	120
121	ADAM'S APPLE	ADAM'S APPLE	12	15	150	121	121	121
122	ADAM'S APPLE	ADAM'S APPLE	12	15	150	122	122	122
123	ADAM'S APPLE	ADAM'S APPLE	12	15	150	123	123	123
124	ADAM'S APPLE	ADAM'S APPLE	12	15	150	124	124	124
125	ADAM'S APPLE	ADAM'S APPLE	12	15	150	125	125	125
126	ADAM'S APPLE	ADAM'S APPLE	12	15	150	126	126	126
127	ADAM'S APPLE	ADAM'S APPLE	12	15	150	127	127	127
128	ADAM'S APPLE	ADAM'S APPLE	12	15	150	128	128	128
129	ADAM'S APPLE	ADAM'S APPLE	12	15	150	129	129	129
130	ADAM'S APPLE	ADAM'S APPLE	12	15	150	130	130	130
131	ADAM'S APPLE	ADAM'S APPLE	12	15	150	131	131	131
132	ADAM'S APPLE	ADAM'S APPLE	12	15	150	132	132	132
133	ADAM'S APPLE	ADAM'S APPLE	12	15	150	133	133	133
134	ADAM'S APPLE	ADAM'S APPLE	12	15	150	134	134	134
135	ADAM'S APPLE	ADAM'S APPLE	12	15	150	135	135	135
136	ADAM'S APPLE	ADAM'S APPLE	12	15	150	136	136	136
137	ADAM'S APPLE	ADAM'S APPLE	12	15	150	137	137	137
138	ADAM'S APPLE	ADAM'S APPLE	12	15	150	138	138	138
139	ADAM'S APPLE	ADAM'S APPLE	12	15	150	139	139	139
140	ADAM'S APPLE	ADAM'S APPLE	12	15	150	140	140	140
141	ADAM'S APPLE	ADAM'S APPLE	12	15	150	141	141	141
142	ADAM'S APPLE	ADAM'S APPLE	12	15	150	142	142	142
143	ADAM'S APPLE	ADAM'S APPLE	12	15	150	143	143	143
144	ADAM'S APPLE	ADAM'S APPLE	12	15	150	144	144	144
145	ADAM'S APPLE	ADAM'S APPLE	12	15	150	145	145	145
146	ADAM'S APPLE	ADAM'S APPLE	12	15	150	146	146	146
147	ADAM'S APPLE	ADAM'S APPLE	12	15	150	147	147	147
148	ADAM'S APPLE	ADAM'S APPLE	12	15	150	148	148	148
149	ADAM'S APPLE	ADAM'S APPLE	12	15	150	149	149	149
150	ADAM'S APPLE	ADAM'S APPLE	12	15	150	150	150	150

MITIGATION NOTES

1. TOTAL OF 150 TREES REQUIRED TO MITIGATE FOR THE LOSS OF TREE CANOPY REMOVED DURING CONSTRUCTION. TYPICALLY, THE MITIGATION TREES WOULD BE PLANTED ON THE SAME SITE, HOWEVER, THE COUNTY MAY REQUIRE THE PLANTING OF TREES ON OTHER SITES. THE TREE REMOVAL PERMIT MUST BE SUBMITTED TO THE COUNTY AND THE MITIGATION TREES MUST BE PLANTED WITHIN 180 DAYS OF THE TREE REMOVAL. THE TREE REMOVAL PERMIT MUST BE SUBMITTED TO THE COUNTY AND THE MITIGATION TREES MUST BE PLANTED WITHIN 180 DAYS OF THE TREE REMOVAL.
2. AS A MEANS TO MITIGATE FOR THE LOSS OF THE PROPOSED 150 TREES, THE COUNTY PROPOSES TO CONTRIBUTE TO THE CITY'S TREE TRUST FUND FOR THE BALANCE OF THE MITIGATION TREES.
3. SECTION 3.0 OF THE MANUAL FOR THE PHYSICAL SECURITY OF WATERWAYS AND WATERWAYS FACILITIES STATES:
 - A.1.1. CLEAR ZONE: THE PURPOSE OF A CLEAR ZONE IS FOR ANTI-TERRORISM DETECTION, SURVEILLANCE, AND ASSESSMENT USING VISUAL OBSERVATION OR CAMERAS, AND TO PROVIDE AN UNOBSTRUCTED AREA IN WHICH PLACED DEVICES CAN BE REMOVED OR DETECTED ON DETECTION OF A THREAT. CLEAR ZONES ARE TYPICALLY ESTABLISHED:
 - ON BOTH SIDES OF A WATERWAY OR WATERWAY FACILITY.
 - BETWEEN A PERIMETER FENCE AND STRUCTURES, BUILDINGS, OR OTHER CRITICAL ASSETS ENCLOSED WITHIN THE FENCE. MAINTAIN A CLEAR AREA FOR DETECTION OF INTRUDERS OR PLACED DEVICES.
 - AROUND THE PERIMETER TO PREVENT ARMS OR CONVEYANCE OF INTRUDERS OR PLACED DEVICES.
 - EFFECTIVE CLEAR ZONE DISTANCES SHOULD BE IN ACCORDANCE WITH THE DESIGN BASIS THREAT (DBT), BUT A SUGGESTED MINIMUM DISTANCE IS 20 FEET ON MOBILE DETECTION OF INTRUDERS OR PLACED DEVICES.
 - FENCE AND PERIMETER STRUCTURES.
4. WITHIN THE CLEAR ZONE, PLANTS OR TREES AT A HEIGHT OF 4 FEET OR LESS, AND REMOVED LARGE OBSTACLES OR HOLES THAT CAN SHIELD INTRUDERS FROM VIEW, ARE LOCATING EQUIPMENT WITHIN THE CLEAR ZONES OR IN SPACES BEYOND WHICH DEVICES CAN BE REMOVED OR DETECTED.

ROOT PRUNING NOTES

1. ROOT PRUNING AND REMOVAL SHALL BE PERFORMED UNDER THE SUPERVISION OF A CERTIFIED & LICENSED ARBORIST.
 - 1.1. TREE ROOT PRUNING AND REMOVAL SHALL BE PERFORMED UNDER THE SUPERVISION OF A CERTIFIED & LICENSED ARBORIST.
 - 1.2. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.3. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.4. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.5. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.6. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.7. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.8. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.9. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.10. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.11. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.12. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.13. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.14. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.15. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.16. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.17. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.18. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.19. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.20. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.21. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.22. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.23. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.24. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.25. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.26. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.27. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.28. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.29. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.30. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.31. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.32. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.33. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.34. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.35. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.36. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.37. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.38. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.39. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.40. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.41. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.42. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.43. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.44. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.45. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.46. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.47. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.48. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.49. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
 - 1.50. ROOT PRUNING TREES: A MINIMUM OF 80% OF THE ROOTS SHALL BE REMOVED FROM THE ROOT PRUNING. SEE BELOW FOR RELOCATION TRENCH.
2. BRANCHING AND CHIMING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
3. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
4. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
5. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
6. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
7. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
8. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
9. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
10. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
11. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
12. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
13. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
14. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
15. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
16. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
17. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
18. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
19. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
20. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
21. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
22. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
23. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
24. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
25. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
26. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
27. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
28. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
29. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
30. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
31. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
32. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.
33. ROOT PRUNING SHALL BE PERFORMED TO AVOID THE TREE'S STABILITY DURING THE ROOT REGENERATION PERIOD, AS PER THE APPLICABLE DETAILS.



3000A.34

LANDSCAPE SPECIFICATIONS

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL LANDSCAPE ELEMENTS, INCLUDING BUT NOT LIMITED TO:
 - 1.1. PLANTING: ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LANDSCAPE SCHEDULE AND SPECIFICATIONS. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LANDSCAPE SCHEDULE AND SPECIFICATIONS.
 - 1.2. IRRIGATION: THE IRRIGATION SYSTEM SHALL BE DESIGNED AND CONSTRUCTED TO PROVIDE ADEQUATE WATER TO ALL PLANTS. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND CONSTRUCTED TO PROVIDE ADEQUATE WATER TO ALL PLANTS.
 - 1.3. SOIL: THE SOIL SHALL BE PREPARED AND MAINTAINED TO PROVIDE ADEQUATE NUTRITION AND DRAINAGE FOR ALL PLANTS. THE SOIL SHALL BE PREPARED AND MAINTAINED TO PROVIDE ADEQUATE NUTRITION AND DRAINAGE FOR ALL PLANTS.
 - 1.4. MULCH: MULCH SHALL BE APPLIED TO ALL PLANTING AREAS TO MAINTAIN SOIL MOISTURE AND TEMPERATURE. MULCH SHALL BE APPLIED TO ALL PLANTING AREAS TO MAINTAIN SOIL MOISTURE AND TEMPERATURE.
 - 1.5. PRUNING: ALL PLANTS SHALL BE PRUNED REGULARLY TO MAINTAIN THEIR HEALTH AND APPEARANCE. ALL PLANTS SHALL BE PRUNED REGULARLY TO MAINTAIN THEIR HEALTH AND APPEARANCE.
 - 1.6. FERTILIZATION: FERTILIZER SHALL BE APPLIED TO ALL PLANTS AS NEEDED TO MAINTAIN THEIR HEALTH AND APPEARANCE. FERTILIZER SHALL BE APPLIED TO ALL PLANTS AS NEEDED TO MAINTAIN THEIR HEALTH AND APPEARANCE.
 - 1.7. PEST CONTROL: PESTS SHALL BE CONTROLLED TO PROTECT ALL PLANTS FROM DAMAGE. PESTS SHALL BE CONTROLLED TO PROTECT ALL PLANTS FROM DAMAGE.
 - 1.8. WEED CONTROL: WEEDS SHALL BE CONTROLLED TO PREVENT THEM FROM GROWING AND CAUSING DAMAGE TO ALL PLANTS. WEEDS SHALL BE CONTROLLED TO PREVENT THEM FROM GROWING AND CAUSING DAMAGE TO ALL PLANTS.
 - 1.9. MAINTENANCE: THE CONTRACTOR SHALL MAINTAIN ALL LANDSCAPE ELEMENTS IN GOOD CONDITION AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ALL LANDSCAPE ELEMENTS IN GOOD CONDITION AT ALL TIMES.

LANDSCAPE VARIANCE NOTES

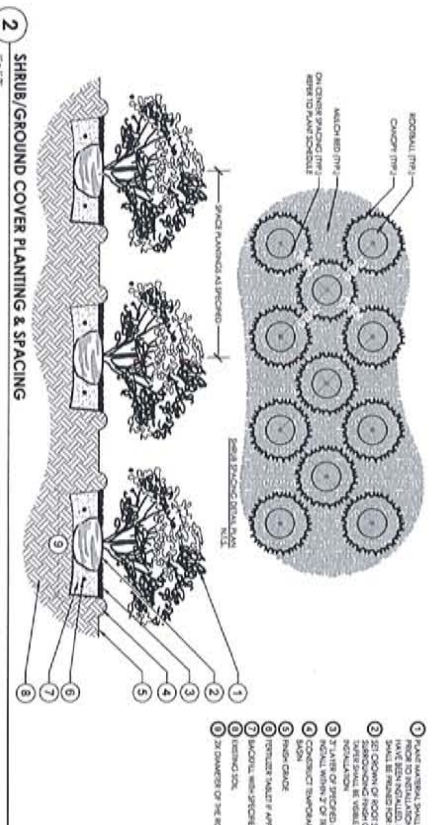
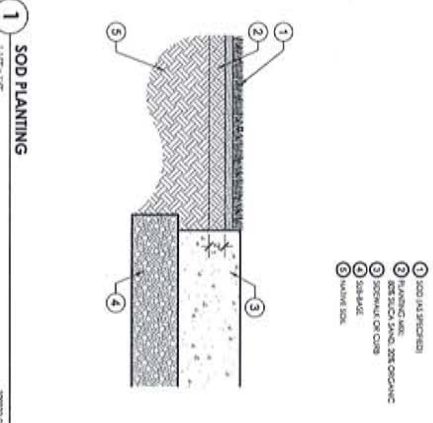
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL LANDSCAPE ELEMENTS, INCLUDING BUT NOT LIMITED TO:
 - 1.1. PLANTING: ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LANDSCAPE SCHEDULE AND SPECIFICATIONS. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LANDSCAPE SCHEDULE AND SPECIFICATIONS.
 - 1.2. IRRIGATION: THE IRRIGATION SYSTEM SHALL BE DESIGNED AND CONSTRUCTED TO PROVIDE ADEQUATE WATER TO ALL PLANTS. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND CONSTRUCTED TO PROVIDE ADEQUATE WATER TO ALL PLANTS.
 - 1.3. SOIL: THE SOIL SHALL BE PREPARED AND MAINTAINED TO PROVIDE ADEQUATE NUTRITION AND DRAINAGE FOR ALL PLANTS. THE SOIL SHALL BE PREPARED AND MAINTAINED TO PROVIDE ADEQUATE NUTRITION AND DRAINAGE FOR ALL PLANTS.
 - 1.4. MULCH: MULCH SHALL BE APPLIED TO ALL PLANTING AREAS TO MAINTAIN SOIL MOISTURE AND TEMPERATURE. MULCH SHALL BE APPLIED TO ALL PLANTING AREAS TO MAINTAIN SOIL MOISTURE AND TEMPERATURE.
 - 1.5. PRUNING: ALL PLANTS SHALL BE PRUNED REGULARLY TO MAINTAIN THEIR HEALTH AND APPEARANCE. ALL PLANTS SHALL BE PRUNED REGULARLY TO MAINTAIN THEIR HEALTH AND APPEARANCE.
 - 1.6. FERTILIZATION: FERTILIZER SHALL BE APPLIED TO ALL PLANTS AS NEEDED TO MAINTAIN THEIR HEALTH AND APPEARANCE. FERTILIZER SHALL BE APPLIED TO ALL PLANTS AS NEEDED TO MAINTAIN THEIR HEALTH AND APPEARANCE.
 - 1.7. PEST CONTROL: PESTS SHALL BE CONTROLLED TO PROTECT ALL PLANTS FROM DAMAGE. PESTS SHALL BE CONTROLLED TO PROTECT ALL PLANTS FROM DAMAGE.
 - 1.8. WEED CONTROL: WEEDS SHALL BE CONTROLLED TO PREVENT THEM FROM GROWING AND CAUSING DAMAGE TO ALL PLANTS. WEEDS SHALL BE CONTROLLED TO PREVENT THEM FROM GROWING AND CAUSING DAMAGE TO ALL PLANTS.
 - 1.9. MAINTENANCE: THE CONTRACTOR SHALL MAINTAIN ALL LANDSCAPE ELEMENTS IN GOOD CONDITION AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ALL LANDSCAPE ELEMENTS IN GOOD CONDITION AT ALL TIMES.

IRRIGATION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL IRRIGATION SYSTEMS, INCLUDING BUT NOT LIMITED TO:
 - 1.1. DESIGN: THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ADEQUATE WATER TO ALL PLANTS.
 - 1.2. MATERIALS: ALL MATERIALS SHALL BE OF HIGH QUALITY AND DURABLE. ALL MATERIALS SHALL BE OF HIGH QUALITY AND DURABLE.
 - 1.3. INSTALLATION: THE IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE DESIGN AND SPECIFICATIONS. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE DESIGN AND SPECIFICATIONS.
 - 1.4. MAINTENANCE: THE CONTRACTOR SHALL MAINTAIN ALL IRRIGATION SYSTEMS IN GOOD CONDITION AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN ALL IRRIGATION SYSTEMS IN GOOD CONDITION AT ALL TIMES.

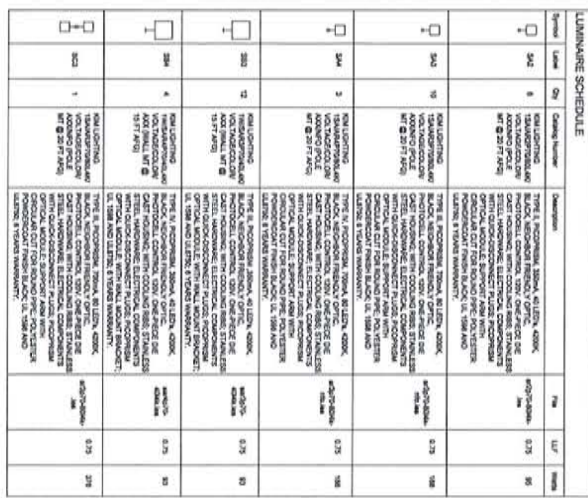
PLANT SCHEDULE

PLANT	CODE	SIZE	QUANTITY	REMARKS
1. PALM TREE	1	10' x 12'	10	10' x 12' PALM TREE
2. PALM TREE	2	8' x 10'	20	8' x 10' PALM TREE
3. PALM TREE	3	6' x 8'	30	6' x 8' PALM TREE
4. PALM TREE	4	4' x 6'	40	4' x 6' PALM TREE
5. PALM TREE	5	3' x 4'	50	3' x 4' PALM TREE
6. PALM TREE	6	2' x 3'	60	2' x 3' PALM TREE
7. PALM TREE	7	1' x 2'	70	1' x 2' PALM TREE
8. PALM TREE	8	0' x 1'	80	0' x 1' PALM TREE
9. PALM TREE	9	0' x 0'	90	0' x 0' PALM TREE



1 SOD PLANTING

2 SHRUB/GROUND COVER PLANTING & SPACING



STATISTICS					
Characteristic	Age	Sex	Site	Reaction	Argument
Self-Reported Pregnancy Loss	32.9%	63.9%	62.9%	N/A	N/A
History (Last Name)	2.8%	8.9%	6.7%	13.6%	4.6%

Carollo
3440 HOLLYWOOD BLVD, SUITE 405
HOLLYWOOD, FL 33021
PHONE: (954) 837-0000 FAX: (954) 837-0033
CA 00002711

BROWARD

FLORIDA

BROWARD COUNTY WATER AND WASTEWATER SERVICES	ERRY SCALES	JOB NO.
DISTRICT 1B1 AND DISTRICT 24 HIGH SERVICE PUMP STATIONS		152828.10
AND ORO AND TOLLEGE PLANTS	But do not use the DRAWING OR SCALE, DOWNS	
VOLUME 4-2A DRAWINGS		
ELECTROL		
PHOTOMETRIC PLAN	0 1" VOLUME 4-2A	
	PHOTO	
	IF NOT FOR THE THIS SHEET, ADJUST SCALE ACCORDINGLY	4

PROJECT NO.	FILE NAME
1	10228110
2	10228110_EPR1.spr
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	

TRANSMITTAL FORM

Copy

To: City of Dania Beach; P&Z Div **Date:** 7/1/2019
Address: 100 W. Dania Beach Blvd **CMA No.** 138.24A
Dania Beach, FL 33044
Attention: Corinne Lajoie, AICP
Reference: BCWWS Facility 3A Site Plan Modification & Variance, Mailing List & Label Affidavit

The following items are enclosed:

- | | | | |
|---|---|--|---|
| ☐ Plans | ☐ Copy of Letter | ☐ Change Order | ☐ Test Samples |
| ☐ Specifications | ☐ Photos | ☐ Cost Estimate | ☐ Test Results |
| ☐ Shop Drawings | ☐ Report | ☐ Computer Disk | ☒ Other Affidavit |

Copies

Description

1	Notarized Affidavit

These items are submitted:

- | | | |
|---|---|---|
| ☐ For Your Information | ☐ For Your Files | ☐ Furnished as Submitted |
| ☐ For Your Approval | ☐ For Distribution | ☐ Furnished as Corrected |
| ☐ For Your Use | ☒ At Your Request | ☐ Revise and Resubmit |
| ☐ For Your Comments | ☐ Return For Correction | ☐ Rejected |
| ☐ For Your Signature | ☐ Other | |

Remarks:

Affidavit to correspond to the mailing list, map and labels provided on June 17, 2019.

Sent By: **Joel Brownsey**

Sent by: ☐ U.S. Mail ☒ Hand Delivery ☐ Express
☐ Other

Received By: *[Signature]* Date Received:



Federal Aviation
Administration

« OE/AAA

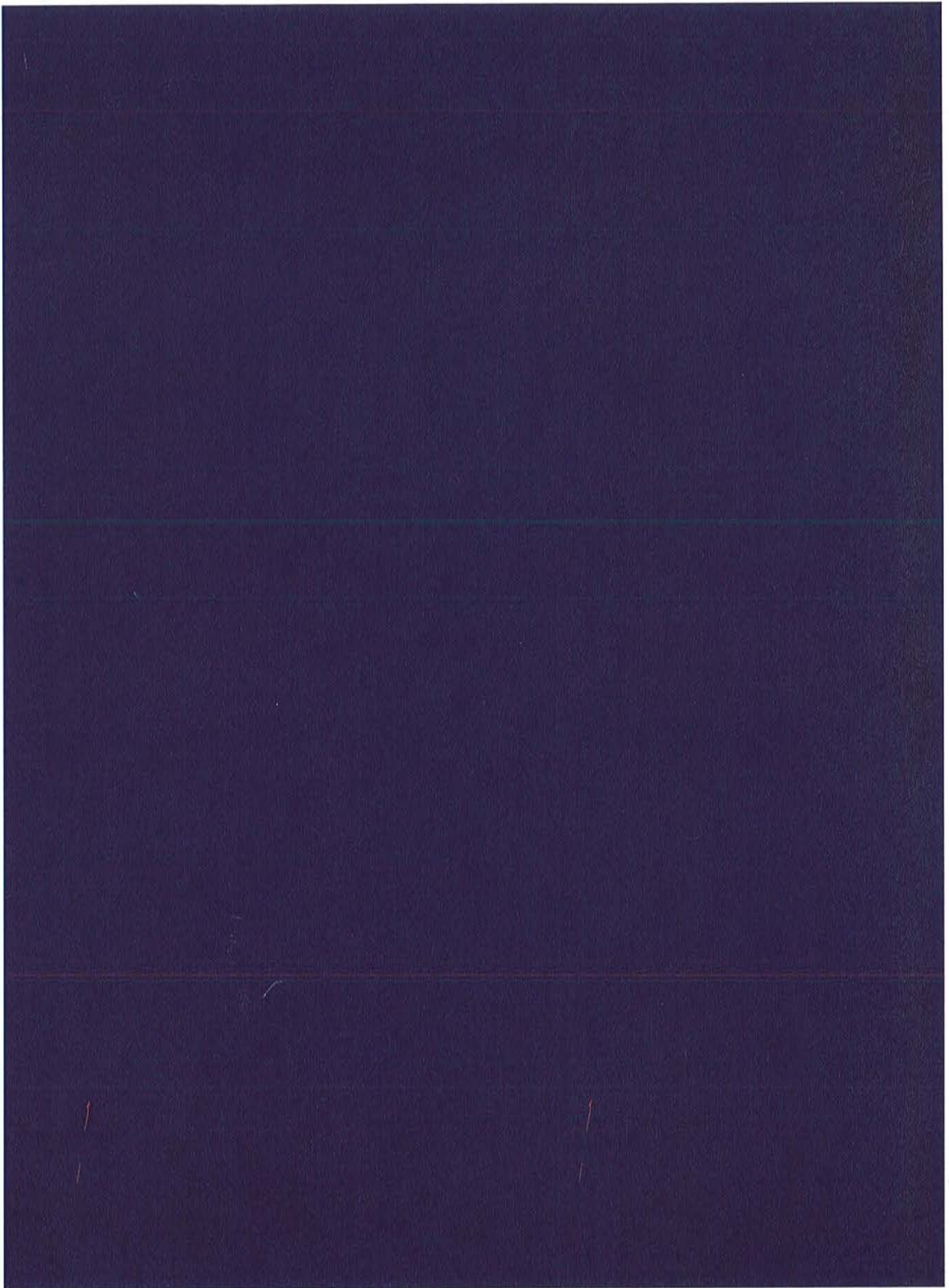
Proposed Case for : 2016-ASO-20076-OE

For information only.

This proposal has not yet been studied. Study outcomes will be posted at a later date.
Public comments are not requested, and will not be considered at this time.

Overview											
Study (ASN): 2016-ASO-20076-OE	Received Date: 08/01/2016										
Prior Study: 2013-ASO-11230-OE	Entered Date: 08/01/2016										
Status: Work In Progress	Map: View Map										
Construction Info	Structure Summary										
Notice Of: CONSTR	Structure Type: Water Tank										
Duration: PERM (Months: 0 Days: 0)	Structure Name: Water Tank 3A Ground Storage Tank										
Work Schedule: 01/01/2017 to 01/01/2018	FCC Number:										
Structure Details	Height and Elevation										
Latitude (NAD 83): 26° 03' 36.42" N	Proposed										
Longitude (NAD 83): 80° 11' 59.65" W	Site Elevation: 6										
Datum: NAD 83	Structure Height: 42										
City: Dania Beach	Total Height (AMSL): 48										
State: FL											
Nearest County: Broward											
	Frequencies										
	<table border="1"> <thead> <tr> <th>Low Freq</th> <th>High Freq</th> <th>Unit</th> <th>ERP</th> <th>Unit</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Low Freq	High Freq	Unit	ERP	Unit					
Low Freq	High Freq	Unit	ERP	Unit							

[Previous](#)
[Back to Search Result](#)
[Next](#)





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2016-ASO-20076-OE
Prior Study No.
2013-ASO-11230-OE

Issued Date: 08/31/2016

Joel Brownsey
Chen Moore & Associates
500 W. Cypress Creek Road
Suite 630
Fort Lauderdale, FL 33309

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Water Tank Water Tank 3A Ground Storage Tank
Location:	Dania Beach, FL
Latitude:	26-03-36.42N NAD 83
Longitude:	80-11-59.65W
Heights:	6 feet site elevation (SE) 42 feet above ground level (AGL) 48 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

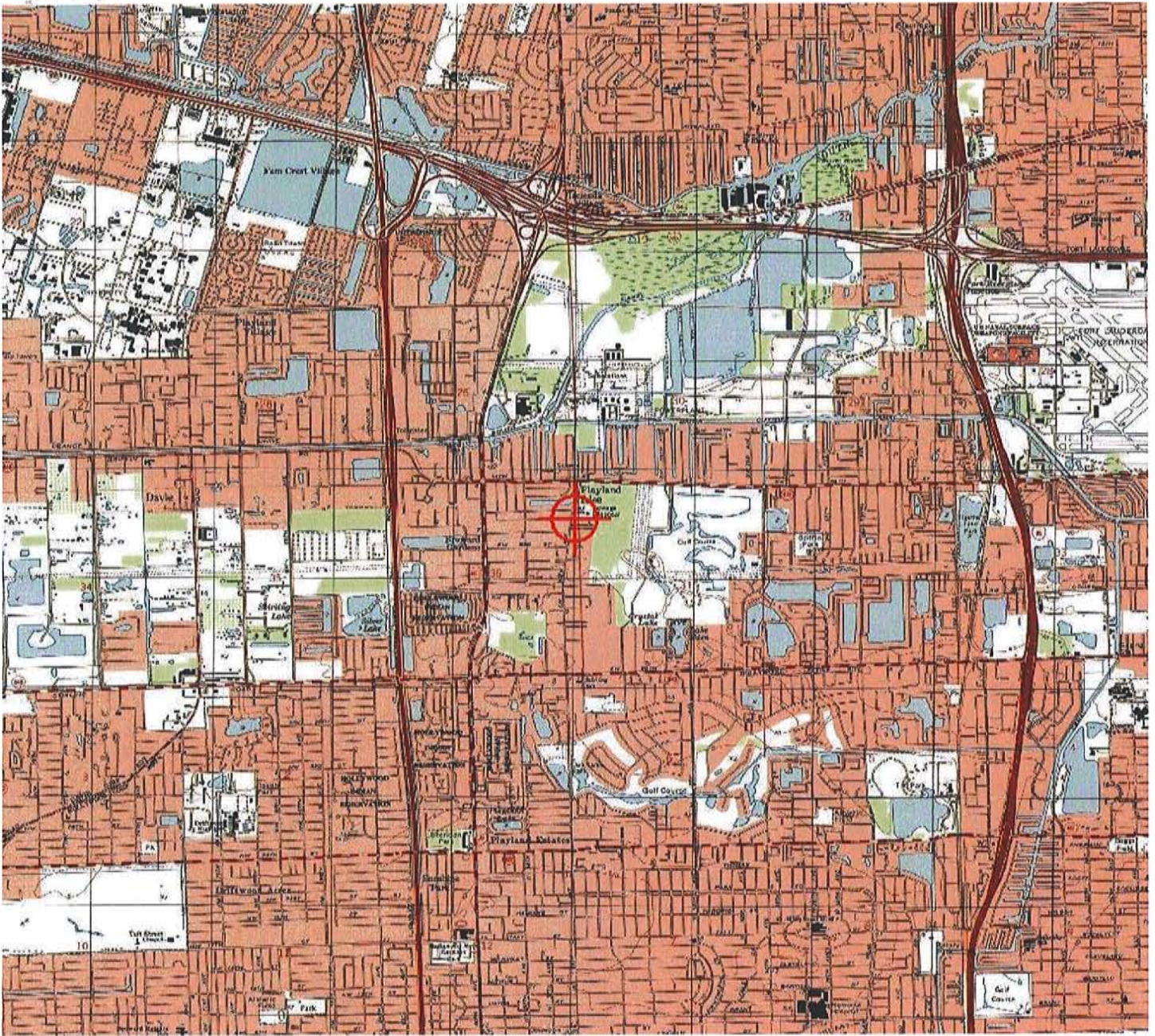
It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 L.

This determination expires on 03/03/2018 unless:

- the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- extended, revised, or terminated by the issuing office.
- the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.



ROW EXHIBIT – 4980 SW 40Th Ave



Figure 1: 4890 SW 40th Ave ROW looking North (photo taken 7/29/16)



Figure 2: 4890 SW 40th Ave ROW looking East (photo taken 7/29/16)

August 3, 2016

Mr. Dan Davila, P.E.
Chen Moore & Associates
500 W Cypress Creek Road, Suite 630
Fort Lauderdale, Florida 33309



Re: Potable Water Storage Tank 3A – Traffic Statement
4890 SW 40th Avenue, Dania Beach, Florida

Dear Dan:

Traf Tech Engineering, Inc. is pleased to provide the following opinion relative to the amount of new trips generated by the proposed Potable Water Storage Tank 3A and associated building at the utility facility located at 4890 SW 40th Avenue in the City of Dania Beach. The subject utility site is 4.75 acres in size. The number of employees will remain the same (i.e. no new employees will be assigned to this facility). Moreover, the new building will consist of approximately 5,130 square feet and will replace two existing buildings (Building 2 and Building 7), totaling approximately 5,124 square feet. Hence, the new building will not add new office square footage to the facility.

Based on the above and information contained in the Institute of Transportation Engineers (ITE) *Trip Generation Manual* (9th Edition), the proposed Potable Water Storage Tank 3A and associated building at the utility facility located at 4890 SW 40th Avenue will not generate any new peak hour trips to the surrounding street system.

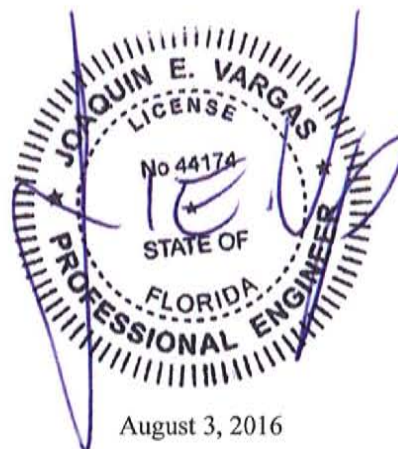
It has been a pleasure working with you on this project.

Sincerely,

TRAF TECH ENGINEERING, INC.

Joaquin E. Vargas, P.E.
Senior Transportation Engineer

A large, stylized handwritten signature in blue ink, appearing to read "J.E. Vargas".



August 3, 2016

TRANSMITTAL FORM

To: City of Dania Beach; P&Z Div **Date:** 4/15/2019
Address: 100 W. Dania Beach Blvd **CMA No.** 138.24A
Dania Beach, FL 33044
Attention: Corinne Lajoie, AICP
Reference: BCWWS Facility 3A Site Plan Modification & Variance Submittal



The following items are enclosed:

☒ Plans	☒ Copy of Letter	☐ Change Order	☐ Test Samples
☐ Specifications	☐ Photos	☐ Cost Estimate	☐ Test Results
☐ Shop Drawings	☐ Report	☒ Computer Disk	☒ Other Fees

<u>Copies</u>	<u>Description</u>
1	24x36 Signed/Sealed Plans
1	11x17 Plan Copies
1	Applicable Fees
1	Variance Criteria Statement Letter
1	Standard Development Applications
1	Electronic Copy of Submittal Documents

These items are submitted:

☐ For Your Information	☐ For Your Files	☐ Furnished as Submitted
☒ For Your Approval	☐ For Distribution	☐ Furnished as Corrected
☐ For Your Use	☐ At Your Request	☐ Revise and Resubmit
☐ For Your Comments	☐ Return For Correction	☐ Rejected
☐ For Your Signature	☐ Other	

Remarks:

Submittal documents per our meeting on February 8, 2019.

Sent By: Joel Brownsey

Sent by: ☐ U.S. Mail ☒ Hand Delivery ☐ Express
☐ Other

Received By: _____ Date Received: _____



600 West Cypress Creek Road
Suite 630
Fort Lauderdale, FL 33309
Phone: +1 954.730.0707
Fax: +1 954.730.2030
www.chenmoore.com

June 17, 2019

City of Dania Beach
Corinne Lajoie, AICP
Planning and Zoning Manager
100 W Dania Beach Boulevard
Dania Beach, FL 33004



Subject: SP-08-13MOD / VA-80-19
Potable Water Storage Tank 3A – 4890 SW 40th Avenue

Dear Ms. Lajoie:

Per the DRC review meeting on May 30, 2019, we are submitting additional material to complete our submittal for the above referenced project.

- A CD containing the latest set of plans, which were provided in hardcopy on June 6, 2019 is attached.
- The applicant, Broward County WWS, sent out letters to adjacent neighbors and homeowners associations on June 13, 2019. Attached is a copy of the letter that was mailed.
- A word format copy of the resolution and legal description was emailed to mbryan@daniabeachfl.gov on June 17, 2019.
- A Municipal Lien Search Request was made by the applicant on June 11, 2019.
- A mailing list and labels for property owners within 450' of the development site are attached.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to be 'JB' or 'Joel Brownsey'.

CHEN MOORE AND ASSOCIATES
Joel Brownsey, P.E.
Senior Engineer

Attachment(s) Mailing List and Labels
Computer Disk
Copy of Letter

TRANSMITTAL FORM



To: City of Dania Beach; P&Z Div **Date:** 6/17/2019
Address: 100 W. Dania Beach Blvd **CMA No.** 138.24A
Dania Beach, FL 33044
Attention: Corinne Lajoie, AICP
Reference: BCWWS Facility 3A Site Plan Modification & Variance, Additional Info Request

The following items are enclosed:

- | | | | |
|---|--|---|--|
| ☐ Plans | ☒ Copy of Letter | ☐ Change Order | ☐ Test Samples |
| ☐ Specifications | ☐ Photos | ☐ Cost Estimate | ☐ Test Results |
| ☐ Shop Drawings | ☐ Report | ☒ Computer Disk | ☒ Other address labels |

Copies	Description
1	Latest Set of Plans on Disk
1	Documentation of public outreach (letter)
1	Mailing List, Map, and Labels for property owners within 450'.

These items are submitted:

- | | | |
|---|---|---|
| ☐ For Your Information | ☐ For Your Files | ☐ Furnished as Submitted |
| ☒ For Your Approval | ☐ For Distribution | ☐ Furnished as Corrected |
| ☐ For Your Use | ☒ At Your Request | ☐ Revise and Resubmit |
| ☐ For Your Comments | ☐ Return For Correction | ☐ Rejected |
| ☐ For Your Signature | ☐ Other | |

Remarks:

Additional submittal documents for the fence change only, per the DRC Meeting on 5/30/2019.

Sent By: **Joel Brownsey**

Sent by:	☐ U.S. Mail	☒ Hand Delivery	☐ Express
	☐ Other		
Received By:	Date Received:		

PAYMENT DATE
05/03/2019

COLLECTION STATION
City Hall Window 2

RECEIVED FROM
RJ SULLIVAN CORP

DESCRIPTION
GENERAL CONTRACTORS 2001 NW 22ND ST POMPANO BEACH, FL 33069

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

BATCH NO.
2019-08000644
RECEIPT NO.
2019-00032490
CASHIER
fincashier2

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT						
PSP	Appl Review - Standard Public Hearing Items Application Fee	\$4,700.00						
Payments:	<table><tr><th>Type</th><th>Detail</th><th>Amount</th></tr><tr><td>Check</td><td>19824</td><td>\$4,700.00</td></tr></table>	Type	Detail	Amount	Check	19824	\$4,700.00	
Type	Detail	Amount						
Check	19824	\$4,700.00						
Total Amount:		\$4,700.00						

Customer Copy



CHEN MOORE & ASSOCIATES
500 West Cypress Creek Road, Suite 630
Fort Lauderdale, FL 33309
954.730.7070
WWW.CHENMOORE.COM

TREE EVALUATION/APPRaisal WORKSHEET

Project #: 1022881

Project Name: DISTRICT 3A: NEW GROUND STORAGE TANK, HIGH SERVICE PUMP STATION, CHEMICAL SYSTEMS, AND STANDBY POWER GENERATOR

Date: 08.02.16

Tree #1124

Field Observations

1	Species	Bucida buceras/ Black Olive
2	Condition (%)	60
3	Trunk Size	
	Diameter (Inches)	20

4	Location % $= (a) + (b) + (c) / 3$	Enter field	Average of Location %
	(a) Site	50	
	(b) Contribution	50	48
	(c) Placement	45	

Regional Plant Appraisal Committee and/or Appraiser-Developed or Modified Information

5	Species rating (%)	50
6	Replacement Tree Size Diameter (Based on largest commercially available comparable tree in inches)	4
	Replacement Trunk Area (in ²)	12.6
7	Replacement Tree Cost (Based on regional information and availability)	\$300.00
8	Installation Cost	\$700.00
9	Installed Tree Cost (#7 + #8)	\$1,000.00
10	Unit Tree Cost Per Square Inch (Based on regional information and availability)	\$23.81
11	Appraised Trunk Area: Tree Diameter ² x 0.785	314.00
12	Appraised Tree Trunk Increase (#11 - #6) Appraised Trunk Area - Replacement Trunk Area	301.4
13	Basic Tree Cost (#12 x #10) + (#9) Installed tree cost x Unit tree cost + installed tree cost	\$8,176.33
14	Appraised Value (#13 x #5 x #2 x #4) Basic tree cost x Species rating x Condition x Location	\$532.08
15	If the Appraised Value is \$5,000 or more, round it to the nearest \$100; if it is less, round to the nearest \$10.	
16	Appraised Value	\$1,180.00

NEW POTABLE WATER STORAGE TANK & HIGH SERVICE PUMP STATION – BROWARD COUNTY FACILITY 3A

DANIA BEACH, FL



Fire Flow Analysis

August 2016

PREPARED BY:



Chen Moore and Associates
500 West Cypress Creek Road, Suite 630
Fort Lauderdale, Florida 33309
Telephone: (954) 730-0707
Fax: (954) 730-2030

Daniel Davila, P.E.
FL Reg. No #63014
August 3, 2016

BACKGROUND

Chen Moore and Associates (CMA) has prepared the fire flow hydraulic analysis for the proposed water storage tank and pump station in the Broward County 3A Facility. The site located in 4980 SW 40th Av, Dania Beach, FL 33314. The project involves the construction of a new 2.5-million potable water storage tank, a high service pump station, improving the internal access road and providing a new dry detention area. The site is currently occupied by an existing potable water tank, a pump station building and support office building.

PROPOSED WATER MAIN LAYOUT

The proposed water main layout consists in a looped system to accommodate the new fire hydrant serving the new building. The system will be connecting to the internal watermain transmission lines of up to 24" in diameter. Said transmission lines are the main lines feeding the distribution system that provides potable water to the City's distribution system. The existing pipes are expected to have sufficient pressure.

FIRE FLOW CALCULATIONS

Hydrant Flow and Pressure tests have been performed on the hydrants nearest to the site. It has been found that the hydrant produced a flow of 1,395 gpm at a pressure of 79 psi. Fire flow calculations have been provided using the ISO guidelines and National Fire Protection Agency requirements.

CMA modeled the proposed system based on fire flow test results provided by Broward County Water and Wastewater Services.

The calculated fire flow demands are met with the addition of one hydrant as shown in the calculations. Below is a summary of the required and provided flows.

BUILDINGS	Demand - ISO Method (gpm)	Required Hydrants REQUIRED	Hydrants Provided to serve the Building
HIGH SERVICE PUMP STATION BUILDING	622	1	1
<i>TOTAL</i>	<i>622</i>	<i>1</i>	<i>1</i>

Potable Water Storage Tank – Facility 3A
Dania Beach, FL
Fire Flow Hydraulic Analysis

CMA Project No. 138.024
August 2016

Table E.3 Number and Distribution of Fire Hydrants

Fire Flow Requirements		Number and Distribution of Fire Hydrants			Maximum Distance from Any Point on Street or Road Frontage to a Hydrant ^{4,5}	
		Minimum Number of Hydrants	Average Spacing Between Hydrants ^{1,2,3,4}			
			gpm	L/min		ft
1750 or less	6650 or less	1	500	152	250	76
2000–2250	7600–8550	2	450	137	225	69
2500	9500	3	450	137	225	69
3000	11,400	3	400	122	225	69
3500–4000	13,300–15,200	4	350	107	210	64
4500–5000	17,100–19,000	5	300	91	180	55
5500	20,900	6	300	91	180	55
6000	22,800	6	250	76	150	46
6500–7000	24,700–26,500	7	250	76	150	46
7500 or more	28,500 or more	8 or more ⁶	200	61	120	37

Note: 1 gpm = 3.8 L/min; 1 ft = 0.3 m.

¹ Reduce by 100 ft (30.5 m) for dead-end streets or roads.

² Where streets are provided with median dividers that can be crossed by fire fighters pulling hose lines, or arterial streets are provided with four or more traffic lanes and have a traffic count of more than 30,000 vehicles per day, hydrant spacing shall average 500 ft (152.4 m) on each side of the street and be arranged on an alternating basis up to a fire flow requirement of 7000 gpm (26,500 L/min) and 400 ft (122 m) or higher fire flow requirements.

³ Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1000 ft (305 m) to provide for transportation hazards.

⁴ For detached one- and two-family dwellings protected by an automatic sprinkler system, with a required fire flow of not greater than 1750 gpm, the average distance between hydrants shall not exceed 800 ft, and the maximum distance from a street or road frontage to a hydrant shall not exceed 400 ft. Notes 1 and 5 shall also apply to detached one- and two-family dwellings constructed on a dead-end street or road.

⁵ Reduce by 50 ft (15.2 m) for dead-end streets or roads.

⁶ One hydrant for each 1000 gpm (3785 L/min) or fraction thereof.

New Potable Storage Tank and Pump Building - District 3A

FIRE FLOW CALCULATIONS



Chen Moore & Associates

Prepared by: DED

Date: 8/3/2016

ISO CRITERIA

Use: $C_i = 18F(A_i)^{0.5}$

Where **F** = Coefficient for Class of Construction

Class 1 (wood frame construction) =	1.50
Class 2 (joisted masonry construction) =	1.00
Class 3 (noncombustible construction) =	0.80
Class 4 (masonry noncombustible construction) =	0.80
Class 5 (modified fire resistive construction) =	0.60
Class 6 (fire-resistive construction) =	0.60

Where **A_i** = Effective Area

GENERAL PROJECT INFORMATION - BUILDING #1 (South Building)

Project Location: 4980 SW 40th Av, Dania Beach, FL 33314
Existing Zoning: **IROC**
Land Use: **Industrial**
Fire Protection: **Fully sprinkled**
Type of Construction: **Class 3**
Construction Class Coefficient: **0.8**
Area of Largest Floor (garage): **5,526** sf
Total Area of Building: **5,526** sf

EFFECTIVE AREA

Effective Area, **A_i**, per Chapter 5 §c (ISO) = Largest Floor + 50% of all other floors

Effective Area, **A_i**, per Chapter 5 §c (ISO) = **5,526** GSF

Using: $C_i = 18F(A_i)^{0.5}$

Flow, **C_i** **1,070** **gpm**
C_i, rounded to nearest 250 gpm **1,250** **gpm**

OCCUPANCY COMBUSTIBILITY FACTOR (O_i)

C-1 (Non combustible)	0.75
C-2 (Limited combustible)	0.85
C-3 (Combustible)	1.00
C-4 (Free-burning)	1.15
C-5 (Rapid burning)	1.25

Occupancy Type **C-2**
Occupancy Factor, O_i **0.85**

EXPOSURES AND COMMUNICATIONS

Exposure and communications factors (X+P)
Adjacent Building (75' wall, 1 Story, 20' away)
Exposure Factor, $X =$ 0.17

NEEDED FIRE FLOW

$$NFF = (C_i)(O_i)[1.0 + (X + P)_i]$$

NFF = 1,243 gpm
Sprinkler Reduction Factor = 50%
NFF, with reduction factor = 622 gpm
Minimum Flow, 1000 gpm
NFF = 622 gpm

Fire Flow Test Flowrate = 1,394.7 gpm See attached
No. of Hydrants to serve the building = 1
Flow needed per Hydrant = 622 gpm exceeds field conditions



Public Works Department

Water and Wastewater Services/Fiscal Operations

2555 West Copans Road • Pompano Beach, Florida 33069 • 954-831-3250 • FAX 954-831-0789

RCVD BY: DIXON
DATE RECEIVED

JUL 28 2016

CHECK #: 5153
AMOUNT: \$ 200.00

FIRE HYDRANT/PRESSURE & FLOW TEST APPLICATION

Instructions:

Complete the following and indicate service required by placing a check mark in the appropriate square.
Sign, date, and return to WWS along with payment.

(1) APPLICATION FOR:

☐ 24-Hour Pressure Test with Chart Reading.....\$150.00

☒ Pressure and Flow Test including 24 hour chart recording.....\$200.00

☐ Tapping into Main (if necessary to accomplish any of the above, in addition to all other

charges).....\$300.00

(2) APPLICANT NAME: CHEN MOORE - JOEL BROWNSEY

Contact Person

(3) COMPANY NAME: CHEN MOORE

(4) MAILING ADDRESS: 500 W. CYPRESS CREEK RD., FL 33309

Number and Street

(5) LOCATION ADDRESS: 1980 SW 40th AV., DANIA BEACH, FL 33312
(3A FACILITY)

Necessary in order to process accurately

(6) PHONE NO: 954 730-0707 **FAX NO:** _____

(7) E-MAIL ADDRESS: jbrownsey@chenmoore.com

(8) SIGNATURE: [Signature] **DATE:** 7.26.16

Allow a maximum of ten (10) working days to be notified of results of test(s).

Customer is contacted by phone.

PLEASE MAIL CHECK AND APPLICATION TO:

WWS

PO Box 669300

Pompano Beach, FL 33066-9300

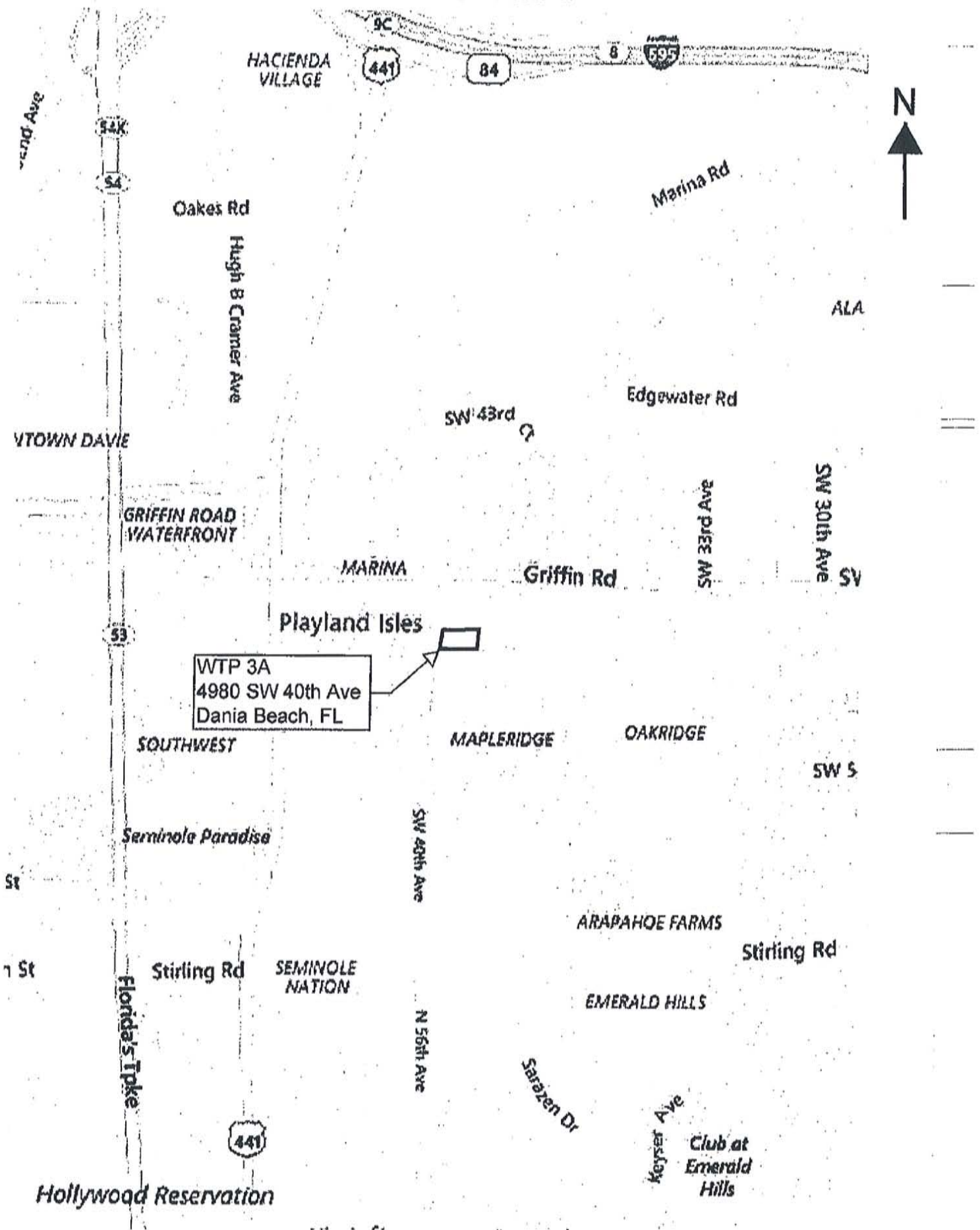
MAKE CHECKS PAYABLE TO: WWS

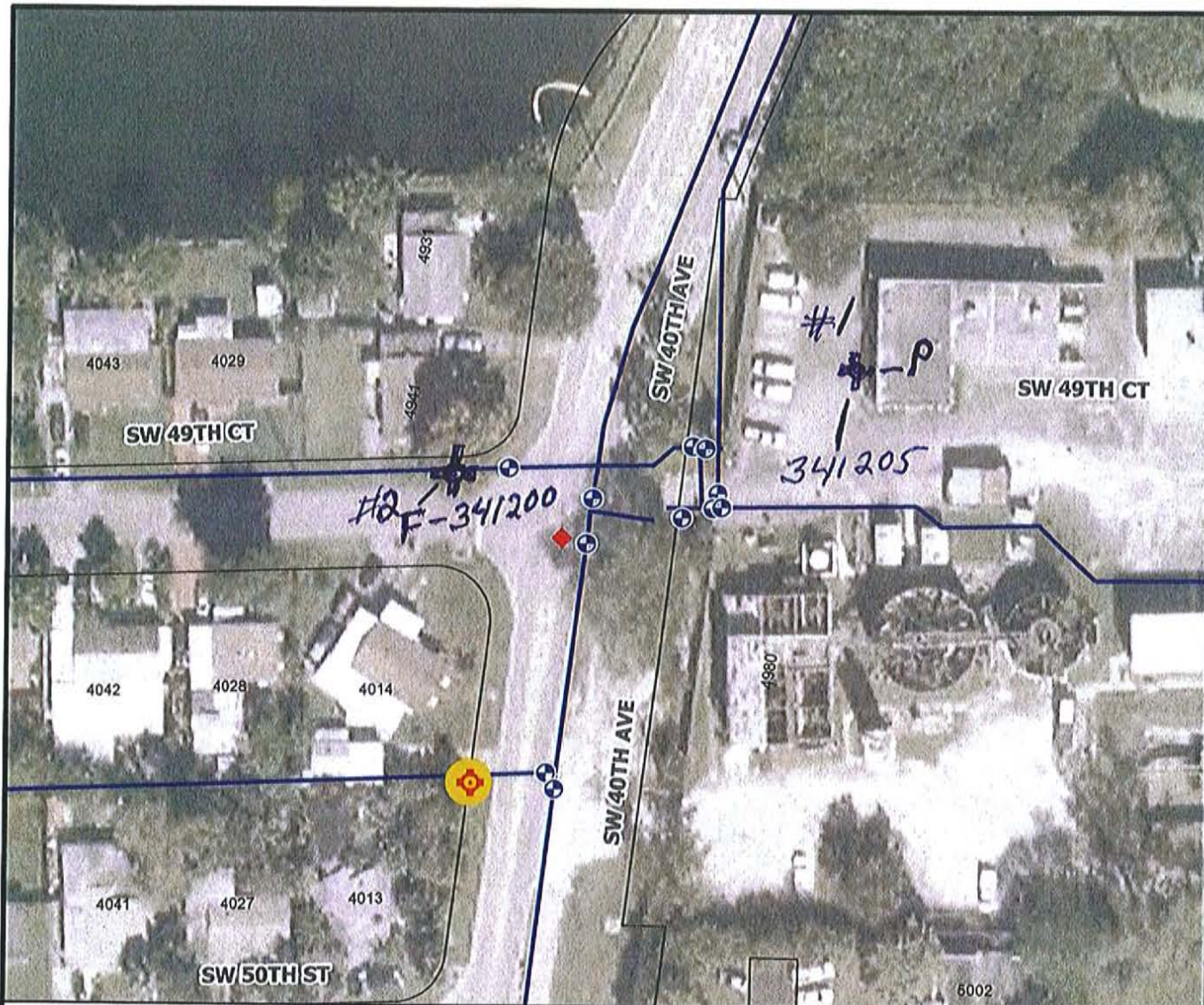
Broward County Board of County Commissioners

Sue Gunzburger • Kristin D. Jacobs • Albert C. Jones • Ken Keechl • Ilene Lieberman • Stacy Ritter • John E. Rodatrom, Jr. • Diana Wasserman-Rubin • Lois Wexler

www.broward.org

LOCATION MAP





Item	Data
Data Type	Retail Potable Water Hydrants
Facility ID	PHR31705601
Anti-Terrorist Valve	Not Known
District	PHRD3A
UAZ	317
Location	4014 SW 40 Ave
Cross Street	SW 50 St
City	Dania Beach
Zip Code	33314
State Plane Northing	628,312
State Plane Easting	918,639
X/Y Source	Survey
Year Installed	1969
Operational Status	Operational
Comments	



FLOW TEST CHEN MOORE
4980 SW 40 AVE DANIA
W/O 738595

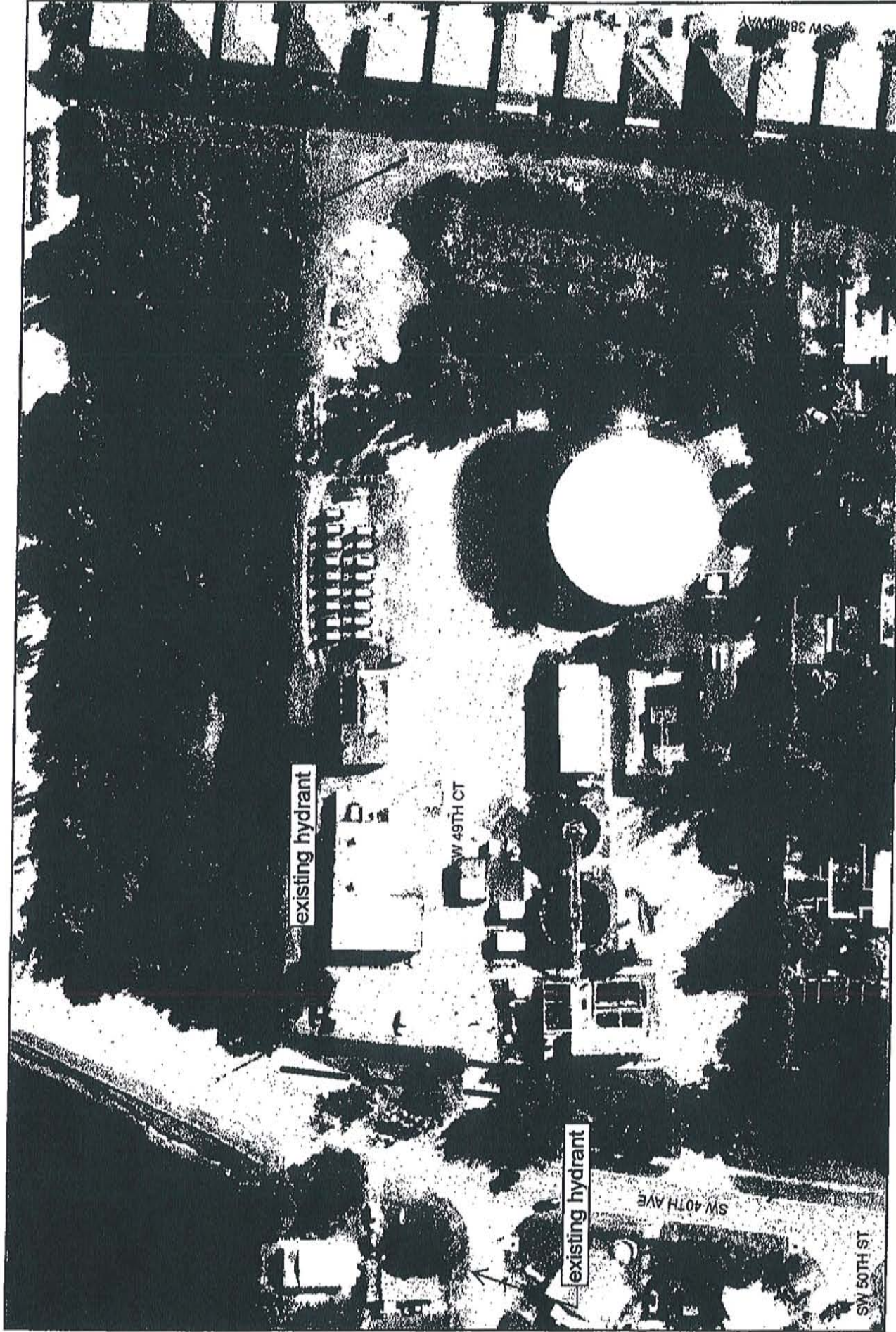
Approx. Scale: 1 inch = 90 feet



One Inch At Original Size

Data Date: 07-15-2016 at 15:35:07
BCWWS Facilities GIS information comes from a combination of field observations, record drawings and inherited maps from private utilities. Most of the locational data came from 1IN = 150 FT scale paper maps. Mission critical data should be field verified. Broward County assumes no liability for damages arising from errors or omissions.

918702:628438



EXISTING HYDRANT LOCATIONS FACILITY 3A - 4890 SW 40th Ave



BROWARD
COUNTY
FLORIDA



Public Works Department
WATER AND WASTEWATER SERVICES
2555 West Copans Road, Pompano Beach, Florida 954-831-0704 FAX 954-831-0708

HYDRANT FLOW AND PRESSURE TEST RESULTS

DATE: 8/02/2016

WORK ORDER: 738595

CUSTOMER NAME: CHEN MOORE

PHONE # 945 730 0707 FAX#

LOCATION: 4980 SW 40th AVE, DANIA BEACH, FL 33312

HYDRANT #1: PHR New LOGGER SN# 341205

HYDRANT #2: PHR New LOGGER SN# 341200

HYDRANT # 1	DATE	TIME	PRESSURE
STATIC	8/02/2016	10:21:05AM	78.4 PSI
RESIDUAL	8/02/2016	10:30:10AM	78.8 PSI

HYDRANT # 2	DATE	TIME	
FLOW	8/02/2016	10:30:10AM	1394.7 GPM
PRESSURE	8/02/2016	10:30:10AM	78.8 PSI

Flow calculated with a discharge coefficient of .90

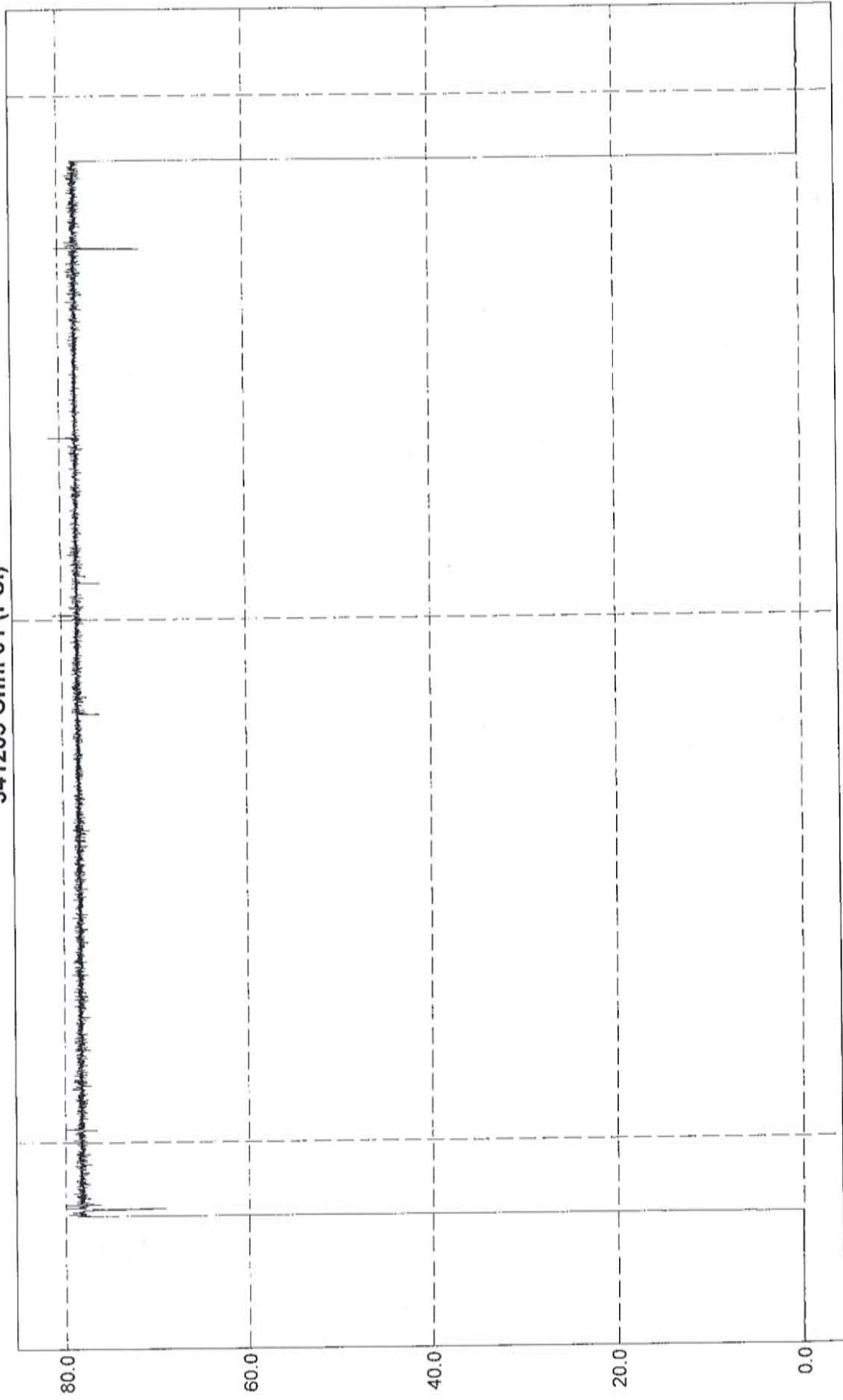
EQUIPMENT USED:

TELOGER model HPR-31 SN# 341205

TELOGER model HPR-31 SN# 341200

POLLARD DIFFUSER 2.5 in

341205 Chnl 01 (PSI)

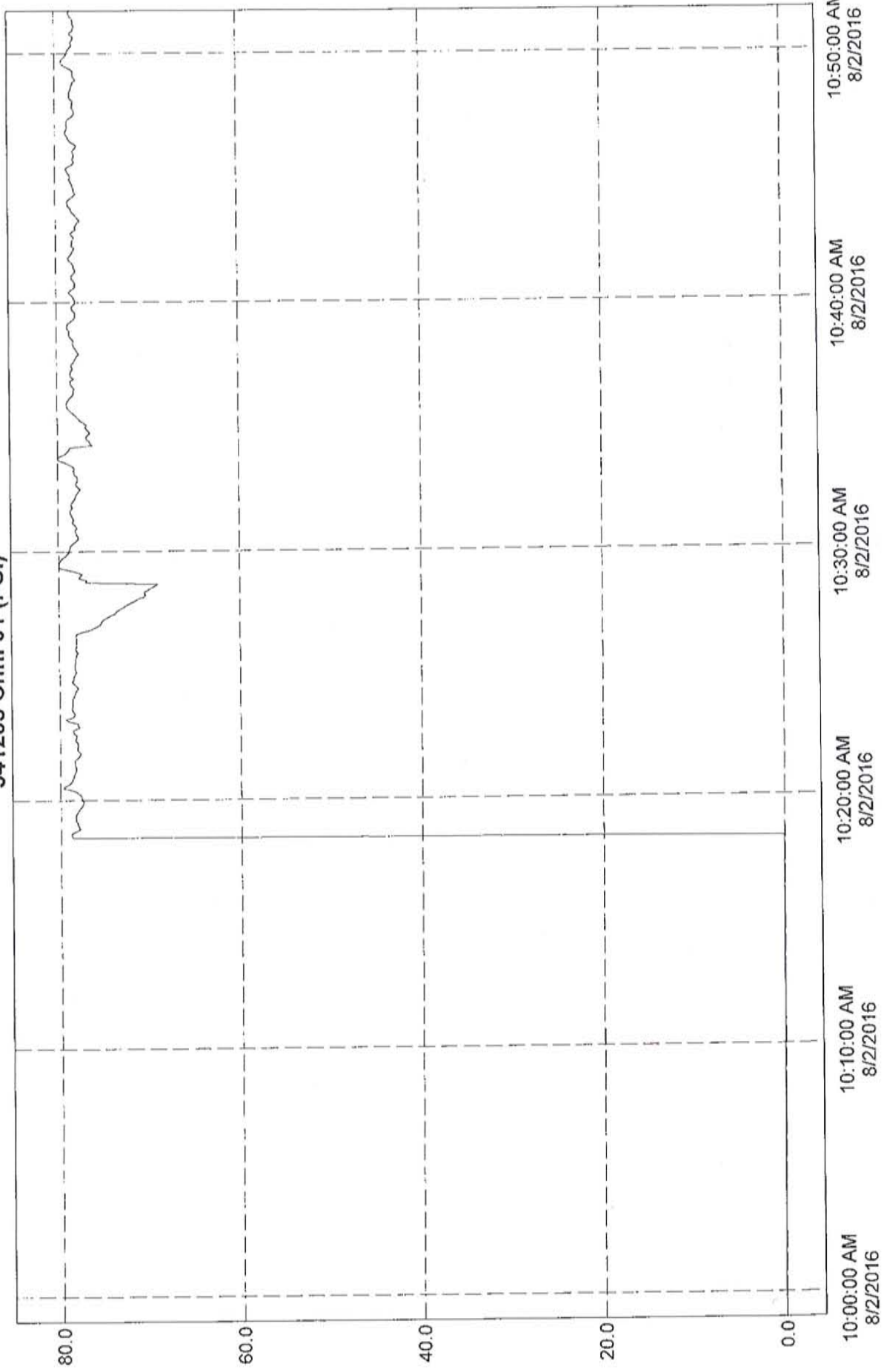


12:00:00 PM
8/3/2016

12:00:00 AM
8/3/2016

12:00:00 PM
8/2/2016

341205 Chnl 01 (PSI)



Telogers for Windows 4.05 Build: 840 printed this table on 8/3/2016 2:28:37 PM

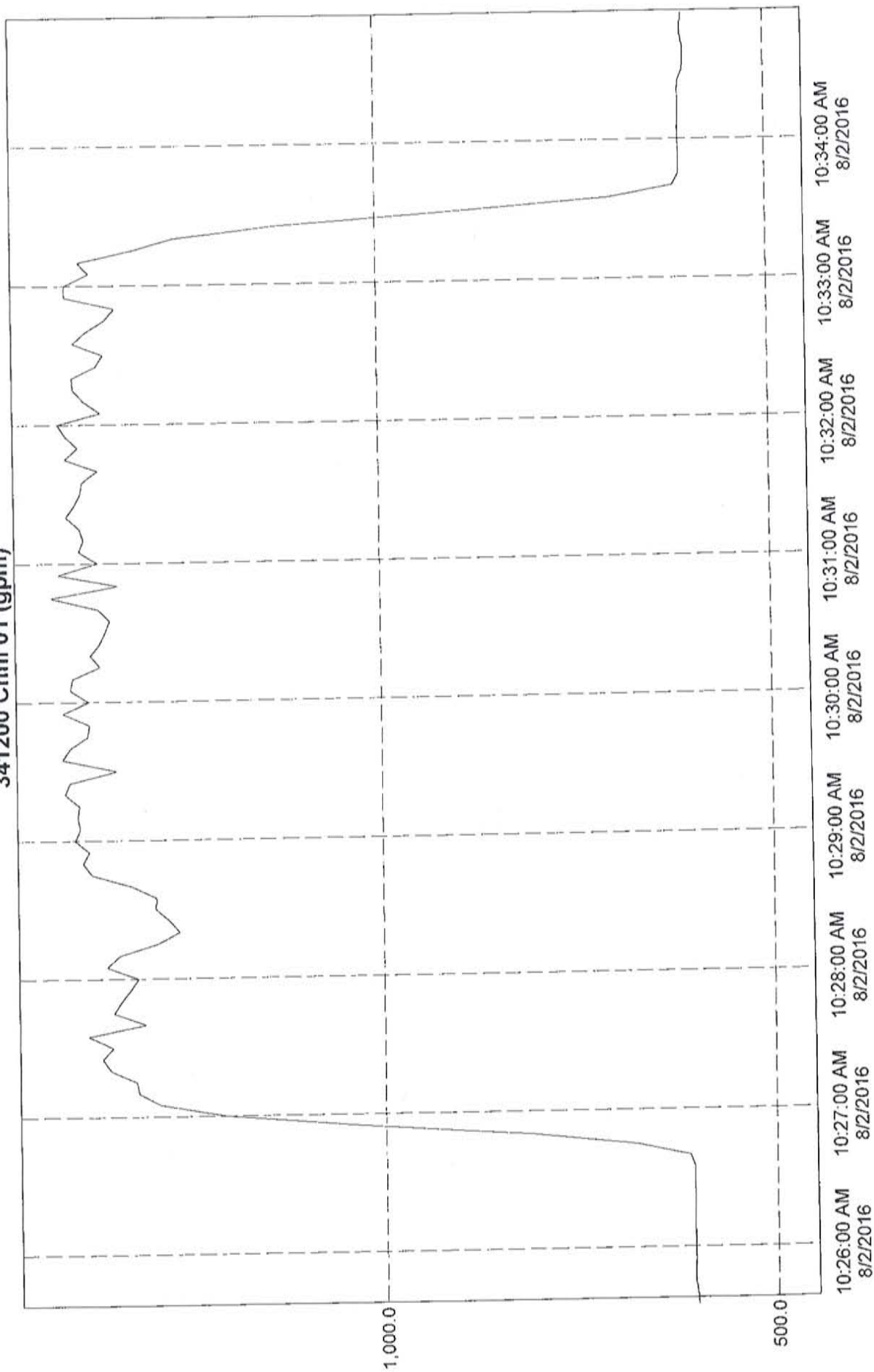
Channel Plot 1:

	Time	341205 Chnl 01 Avg
2169	8/2/2016 10:19:30 AM	78.15141
2170	8/2/2016 10:19:35 AM	78.03907
2171	8/2/2016 10:19:40 AM	77.87057
2172	8/2/2016 10:19:45 AM	77.674
2173	8/2/2016 10:19:50 AM	77.56166
2174	8/2/2016 10:19:55 AM	77.44933
2175	8/2/2016 10:20:00 AM	77.53358
2176	8/2/2016 10:20:05 AM	77.73016
2177	8/2/2016 10:20:10 AM	77.70208
2178	8/2/2016 10:20:15 AM	77.89866
2179	8/2/2016 10:20:20 AM	78.15141
2180	8/2/2016 10:20:25 AM	78.76923
2181	8/2/2016 10:20:30 AM	79.72405
2182	8/2/2016 10:20:35 AM	79.38705
2183	8/2/2016 10:20:40 AM	79.02198
2184	8/2/2016 10:20:45 AM	78.74115
2185	8/2/2016 10:20:50 AM	78.68498
2186	8/2/2016 10:20:55 AM	78.57265
2187	8/2/2016 10:21:00 AM	78.54457
2188	8/2/2016 10:21:05 AM	78.40415
2189	8/2/2016 10:21:10 AM	78.3199
2190	8/2/2016 10:21:15 AM	78.23566
2191	8/2/2016 10:21:20 AM	78.26374
2192	8/2/2016 10:21:25 AM	78.37607
2193	8/2/2016 10:21:30 AM	78.34798
2194	8/2/2016 10:21:35 AM	78.46032
2195	8/2/2016 10:21:40 AM	78.26374
2196	8/2/2016 10:21:45 AM	77.92674
2197	8/2/2016 10:21:50 AM	77.78632
2198	8/2/2016 10:21:55 AM	77.81441
2199	8/2/2016 10:22:00 AM	78.01099
2200	8/2/2016 10:22:05 AM	78.15141
2201	8/2/2016 10:22:10 AM	78.03907
2202	8/2/2016 10:22:15 AM	78.01099
2203	8/2/2016 10:22:20 AM	78.09524
2204	8/2/2016 10:22:25 AM	78.3199
2205	8/2/2016 10:22:30 AM	78.26374

Channel Plot 1:

	Time	341205 Chnl 01 Avg
2280	8/2/2016 10:28:45 AM	77.11234
2281	8/2/2016 10:28:50 AM	76.88766
2282	8/2/2016 10:28:55 AM	77.81441
2283	8/2/2016 10:29:00 AM	77.64591
2284	8/2/2016 10:29:05 AM	77.39317
2285	8/2/2016 10:29:10 AM	78.01099
2286	8/2/2016 10:29:15 AM	78.82539
2287	8/2/2016 10:29:20 AM	79.86447
2288	8/2/2016 10:29:25 AM	80.00488
2289	8/2/2016 10:29:30 AM	79.94872
2290	8/2/2016 10:29:35 AM	79.89256
2291	8/2/2016 10:29:40 AM	79.75214
2292	8/2/2016 10:29:45 AM	79.47131
2293	8/2/2016 10:29:50 AM	79.16239
2294	8/2/2016 10:29:55 AM	78.96581
2295	8/2/2016 10:30:00 AM	78.85348
2296	8/2/2016 10:30:05 AM	78.76923
2297	8/2/2016 10:30:10 AM	78.76923
2298	8/2/2016 10:30:15 AM	78.62881
2299	8/2/2016 10:30:20 AM	78.40415
2300	8/2/2016 10:30:25 AM	78.03907
2301	8/2/2016 10:30:30 AM	77.81441
2302	8/2/2016 10:30:35 AM	77.81441
2303	8/2/2016 10:30:40 AM	77.98291
2304	8/2/2016 10:30:45 AM	78.06715
2305	8/2/2016 10:30:50 AM	78.17949
2306	8/2/2016 10:30:55 AM	77.98291
2307	8/2/2016 10:31:00 AM	78.03907
2308	8/2/2016 10:31:05 AM	78.23566
2309	8/2/2016 10:31:10 AM	78.4884
2310	8/2/2016 10:31:15 AM	78.29182
2311	8/2/2016 10:31:20 AM	78.40415
2312	8/2/2016 10:31:25 AM	78.51649
2313	8/2/2016 10:31:30 AM	78.6569
2314	8/2/2016 10:31:35 AM	78.6569
2315	8/2/2016 10:31:40 AM	78.6569
2316	8/2/2016 10:31:45 AM	78.43224

341200 Chnl 01 (gpm)



Channel Plot 1:

	Time	341200 Chnl 01 Flow Rate	341200 Chnl 01 Flow Total
2270	8/2/2016 10:28:40 AM	1,322.5	115,599.2
2271	8/2/2016 10:28:45 AM	1,374.3	115,713.7
2272	8/2/2016 10:28:50 AM	1,385.0	115,829.2
2273	8/2/2016 10:28:55 AM	1,377.3	115,943.9
2274	8/2/2016 10:29:00 AM	1,394.9	116,060.2
2275	8/2/2016 10:29:05 AM	1,388.0	116,175.8
2276	8/2/2016 10:29:10 AM	1,391.2	116,291.8
2277	8/2/2016 10:29:15 AM	1,388.7	116,407.5
2278	8/2/2016 10:29:20 AM	1,406.4	116,524.7
2279	8/2/2016 10:29:25 AM	1,400.8	116,641.4
2280	8/2/2016 10:29:30 AM	1,339.8	116,753.1
2281	8/2/2016 10:29:35 AM	1,409.1	116,870.5
2282	8/2/2016 10:29:40 AM	1,399.6	116,987.1
2283	8/2/2016 10:29:45 AM	1,377.3	117,101.9
2284	8/2/2016 10:29:50 AM	1,374.5	117,216.5
2285	8/2/2016 10:29:55 AM	1,407.9	117,333.8
2286	8/2/2016 10:30:00 AM	1,375.0	117,448.4
2287	8/2/2016 10:30:05 AM	1,398.1	117,564.9
2288	8/2/2016 10:30:10 AM	1,394.7	117,681.1
2289	8/2/2016 10:30:15 AM	1,360.5	117,794.5
2290	8/2/2016 10:30:20 AM	1,372.3	117,908.8
2291	8/2/2016 10:30:25 AM	1,360.0	118,022.2
2292	8/2/2016 10:30:30 AM	1,352.9	118,134.9
2293	8/2/2016 10:30:35 AM	1,346.5	118,247.1
2294	8/2/2016 10:30:40 AM	1,361.5	118,360.6
2295	8/2/2016 10:30:45 AM	1,421.3	118,479.0
2296	8/2/2016 10:30:50 AM	1,335.2	118,590.3
2297	8/2/2016 10:30:55 AM	1,411.6	118,707.9
2298	8/2/2016 10:31:00 AM	1,361.5	118,821.4
2299	8/2/2016 10:31:05 AM	1,384.8	118,936.7
2300	8/2/2016 10:31:10 AM	1,378.5	119,051.6
2301	8/2/2016 10:31:15 AM	1,383.8	119,166.9
2302	8/2/2016 10:31:20 AM	1,400.8	119,283.7
2303	8/2/2016 10:31:25 AM	1,389.7	119,399.5
2304	8/2/2016 10:31:30 AM	1,382.0	119,514.7
2305	8/2/2016 10:31:35 AM	1,379.5	119,629.6
2306	8/2/2016 10:31:40 AM	1,360.0	119,742.9
2307	8/2/2016 10:31:45 AM	1,400.8	119,859.7



Public Works Department
WATER AND WASTEWATER SERVICES
2555 West Copans Road, Pompano Beach, Florida 954-831-0704 FAX 954-831-0708

HYDRANT FLOW AND PRESSURE TEST RESULTS

DATE: 8/02/2016

WORK ORDER: 738595

CUSTOMER NAME: CHEN MOORE

PHONE # 945 730 0707 FAX#

LOCATION: 4980 SW 40th AVE, DANIA BEACH, FL 33312

HYDRANT #1: PHR New LOGGER SN# 341205

HYDRANT #2: PHR New LOGGER SN# 341200

HYDRANT # 1	DATE	TIME	PRESSURE
STATIC	8/02/2016	10:21:05AM	78.4 PSI
RESIDUAL	8/02/2016	10:30:10AM	78.8 PSI

HYDRANT # 2	DATE	TIME	
FLOW	8/02/2016	10:30:10AM	1394.7 GPM
PRESSURE	8/02/2016	10:30:10AM	78.8 PSI

Flow calculated with a discharge coefficient of .90

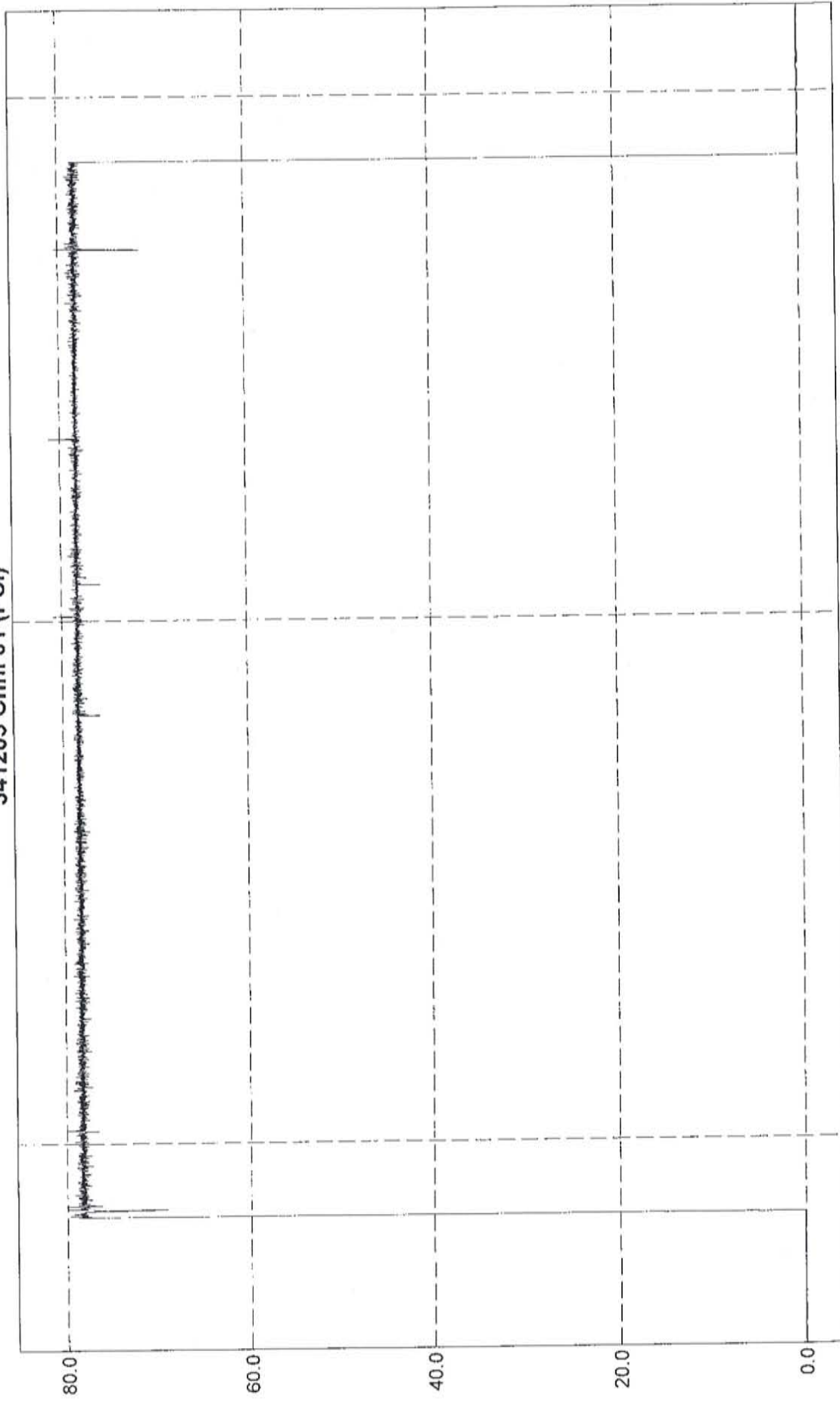
EQUIPMENT USED:

TELOGER model HPR-31 SN# 341205

TELOGER model HPR-31 SN# 341200

POLLARD DIFFUSER 2.5 in

341205 Chnl 01 (PSI)

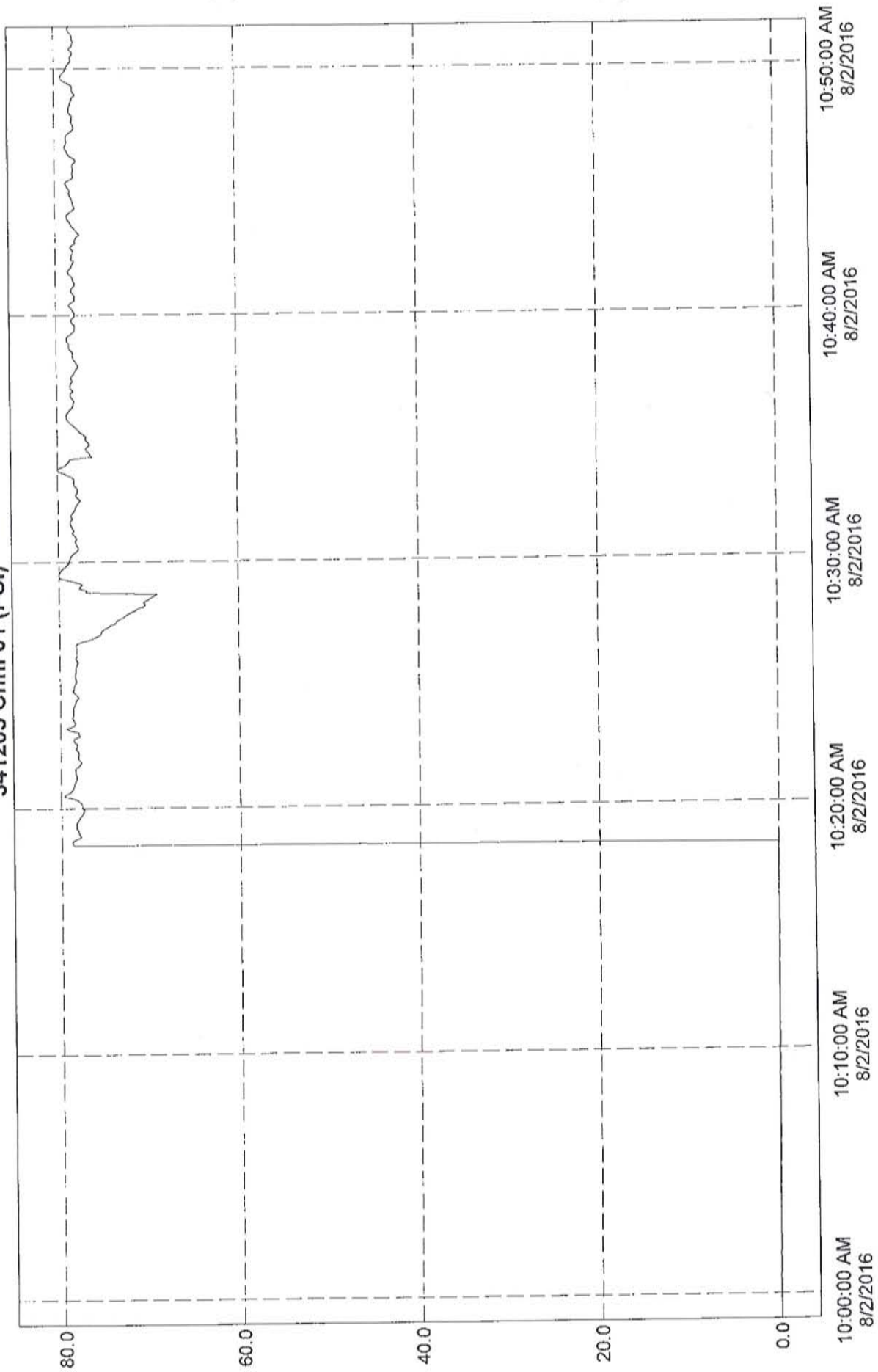


12:00:00 PM
8/3/2016

12:00:00 AM
8/3/2016

12:00:00 PM
8/2/2016

341205 Chnl 01 (PSI)



Channel Plot 1:

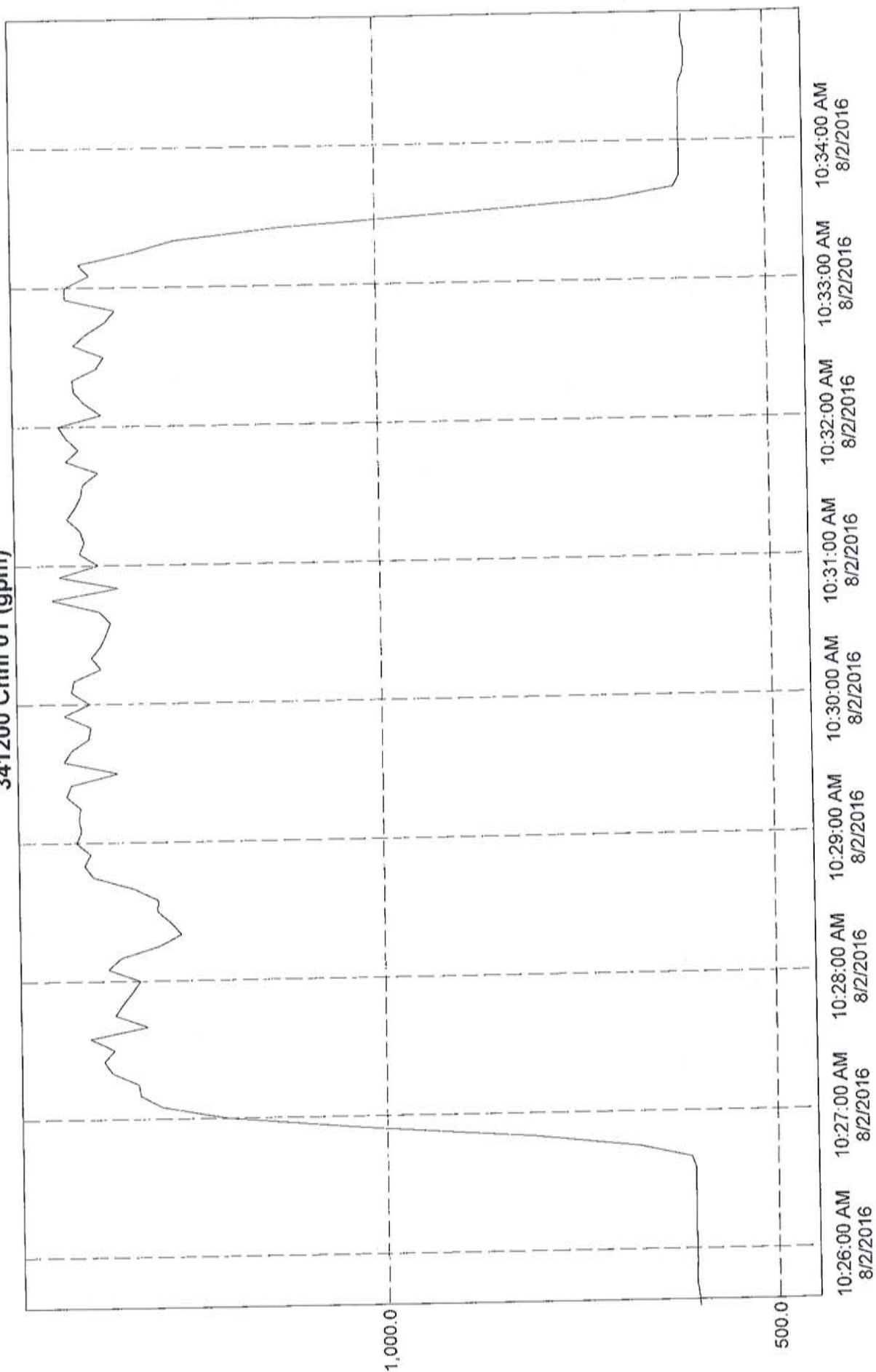
	Time	341205 Chnl 01 Avg
2169	8/2/2016 10:19:30 AM	78.15141
2170	8/2/2016 10:19:35 AM	78.03907
2171	8/2/2016 10:19:40 AM	77.87057
2172	8/2/2016 10:19:45 AM	77.674
2173	8/2/2016 10:19:50 AM	77.56166
2174	8/2/2016 10:19:55 AM	77.44933
2175	8/2/2016 10:20:00 AM	77.53358
2176	8/2/2016 10:20:05 AM	77.73016
2177	8/2/2016 10:20:10 AM	77.70208
2178	8/2/2016 10:20:15 AM	77.89866
2179	8/2/2016 10:20:20 AM	78.15141
2180	8/2/2016 10:20:25 AM	78.76923
2181	8/2/2016 10:20:30 AM	79.72405
2182	8/2/2016 10:20:35 AM	79.38705
2183	8/2/2016 10:20:40 AM	79.02198
2184	8/2/2016 10:20:45 AM	78.74115
2185	8/2/2016 10:20:50 AM	78.68498
2186	8/2/2016 10:20:55 AM	78.57265
2187	8/2/2016 10:21:00 AM	78.54457
2188	8/2/2016 10:21:05 AM	78.40415
2189	8/2/2016 10:21:10 AM	78.3199
2190	8/2/2016 10:21:15 AM	78.23566
2191	8/2/2016 10:21:20 AM	78.26374
2192	8/2/2016 10:21:25 AM	78.37607
2193	8/2/2016 10:21:30 AM	78.34798
2194	8/2/2016 10:21:35 AM	78.46032
2195	8/2/2016 10:21:40 AM	78.26374
2196	8/2/2016 10:21:45 AM	77.92674
2197	8/2/2016 10:21:50 AM	77.78632
2198	8/2/2016 10:21:55 AM	77.81441
2199	8/2/2016 10:22:00 AM	78.01099
2200	8/2/2016 10:22:05 AM	78.15141
2201	8/2/2016 10:22:10 AM	78.03907
2202	8/2/2016 10:22:15 AM	78.01099
2203	8/2/2016 10:22:20 AM	78.09524
2204	8/2/2016 10:22:25 AM	78.3199
2205	8/2/2016 10:22:30 AM	78.26374

Telogers for Windows 4.05 Build: 840 printed this table on 8/3/2016 2:31:01 PM

Channel Plot 1:

	Time	341205 Chnl 01 Avg
2280	8/2/2016 10:28:45 AM	77.11234
2281	8/2/2016 10:28:50 AM	76.88766
2282	8/2/2016 10:28:55 AM	77.81441
2283	8/2/2016 10:29:00 AM	77.64591
2284	8/2/2016 10:29:05 AM	77.39317
2285	8/2/2016 10:29:10 AM	78.01099
2286	8/2/2016 10:29:15 AM	78.82539
2287	8/2/2016 10:29:20 AM	79.86447
2288	8/2/2016 10:29:25 AM	80.00488
2289	8/2/2016 10:29:30 AM	79.94872
2290	8/2/2016 10:29:35 AM	79.89256
2291	8/2/2016 10:29:40 AM	79.75214
2292	8/2/2016 10:29:45 AM	79.47131
2293	8/2/2016 10:29:50 AM	79.16239
2294	8/2/2016 10:29:55 AM	78.96581
2295	8/2/2016 10:30:00 AM	78.85348
2296	8/2/2016 10:30:05 AM	78.76923
2297	8/2/2016 10:30:10 AM	78.76923
2298	8/2/2016 10:30:15 AM	78.62881
2299	8/2/2016 10:30:20 AM	78.40415
2300	8/2/2016 10:30:25 AM	78.03907
2301	8/2/2016 10:30:30 AM	77.81441
2302	8/2/2016 10:30:35 AM	77.81441
2303	8/2/2016 10:30:40 AM	77.98291
2304	8/2/2016 10:30:45 AM	78.06715
2305	8/2/2016 10:30:50 AM	78.17949
2306	8/2/2016 10:30:55 AM	77.98291
2307	8/2/2016 10:31:00 AM	78.03907
2308	8/2/2016 10:31:05 AM	78.23566
2309	8/2/2016 10:31:10 AM	78.4884
2310	8/2/2016 10:31:15 AM	78.29182
2311	8/2/2016 10:31:20 AM	78.40415
2312	8/2/2016 10:31:25 AM	78.51649
2313	8/2/2016 10:31:30 AM	78.6569
2314	8/2/2016 10:31:35 AM	78.6569
2315	8/2/2016 10:31:40 AM	78.6569
2316	8/2/2016 10:31:45 AM	78.43224

341200 Chnl 01 (gpm)



Channel Plot 1:

	Time	341200 Chnl 01 Flow Rate	341200 Chnl 01 Flow Total
2270	8/2/2016 10:28:40 AM	1,322.5	115,599.2
2271	8/2/2016 10:28:45 AM	1,374.3	115,713.7
2272	8/2/2016 10:28:50 AM	1,385.0	115,829.2
2273	8/2/2016 10:28:55 AM	1,377.3	115,943.9
2274	8/2/2016 10:29:00 AM	1,394.9	116,060.2
2275	8/2/2016 10:29:05 AM	1,388.0	116,175.8
2276	8/2/2016 10:29:10 AM	1,391.2	116,291.8
2277	8/2/2016 10:29:15 AM	1,388.7	116,407.5
2278	8/2/2016 10:29:20 AM	1,406.4	116,524.7
2279	8/2/2016 10:29:25 AM	1,400.8	116,641.4
2280	8/2/2016 10:29:30 AM	1,339.8	116,753.1
2281	8/2/2016 10:29:35 AM	1,409.1	116,870.5
2282	8/2/2016 10:29:40 AM	1,399.6	116,987.1
2283	8/2/2016 10:29:45 AM	1,377.3	117,101.9
2284	8/2/2016 10:29:50 AM	1,374.5	117,216.5
2285	8/2/2016 10:29:55 AM	1,407.9	117,333.8
2286	8/2/2016 10:30:00 AM	1,375.0	117,448.4
2287	8/2/2016 10:30:05 AM	1,398.1	117,564.9
2288	8/2/2016 10:30:10 AM	1,394.7	117,681.1
2289	8/2/2016 10:30:15 AM	1,360.5	117,794.5
2290	8/2/2016 10:30:20 AM	1,372.3	117,908.8
2291	8/2/2016 10:30:25 AM	1,360.0	118,022.2
2292	8/2/2016 10:30:30 AM	1,352.9	118,134.9
2293	8/2/2016 10:30:35 AM	1,346.5	118,247.1
2294	8/2/2016 10:30:40 AM	1,361.5	118,360.6
2295	8/2/2016 10:30:45 AM	1,421.3	118,479.0
2296	8/2/2016 10:30:50 AM	1,335.2	118,590.3
2297	8/2/2016 10:30:55 AM	1,411.6	118,707.9
2298	8/2/2016 10:31:00 AM	1,361.5	118,821.4
2299	8/2/2016 10:31:05 AM	1,384.8	118,936.7
2300	8/2/2016 10:31:10 AM	1,378.5	119,051.6
2301	8/2/2016 10:31:15 AM	1,383.8	119,166.9
2302	8/2/2016 10:31:20 AM	1,400.8	119,283.7
2303	8/2/2016 10:31:25 AM	1,389.7	119,399.5
2304	8/2/2016 10:31:30 AM	1,382.0	119,514.7
2305	8/2/2016 10:31:35 AM	1,379.5	119,629.6
2306	8/2/2016 10:31:40 AM	1,360.0	119,742.9
2307	8/2/2016 10:31:45 AM	1,400.8	119,859.7



BROWARD SHERIFF'S OFFICE
DEPARTMENT OF FIRE RESCUE AND EMERGENCY SERVICES
FIRE MARSHAL'S BUREAU
DANIA BEACH DISTRICT
103 West Dania Beach Boulevard
Dania Beach, FL 33004
Phone: (954) 342-4262
Fax: (954) 342-4265



APPLICATION FOR APPROVAL OF THE FIRE PROTECTION WATER SUPPLY DESIGN

Date of Application: _____

Application #: _____

Name of Project/Development: DISTRICT 3A WATER STORAGE TANK & HIGH SERVICE PUMP BLDG.

Address of Project/Development: 4980 SW 40TH AVE, DANIA BEACH, FL 33312

Owner/Agent: BROWARD COUNTY WWS / CHEN MOORE & ASSOC. CONSULTING ENGINEERS

Design Professional of Record: DANIEL DAVIDA, P.E.

Water Purveyor: BROWARD COUNTY WWS

Water Purveyor Address: 2555 W COPANS RD, POMEROY BEACH, FL 33069

In order for the Broward Sheriff's Office, Department of Fire Rescue, Fire Marshal's Bureau to provide an approval letter for the adequacy of the fire protection water supply design for the above referenced project, the following information must be provided:

Affirmation of Compliance with Fire Protection Water Supply Design Requirements:

1. The Type of Construction" is CLASS 3 in accordance with NFPA 220.
2. The total fire protection water supply needed for manual firefighting (fire flow) and fire sprinkler/standpipe operations is 550 gallons per minute. (In compliance with water supply requirements for manual firefighting operations in accordance NFPA 1 (2012 Ed.), Chapter 18, Section 18.4 and the Broward County Land Development Code; and the water supply necessary for fire sprinkler and standpipe operations in accordance with the currently adopted editions of NFPA 13 and NFPA 14).
3. **Statement of verification from the design professional of record, on official company letterhead, that the proposed water main sizing, fire hydrant spacing, and fire hydrant locations, are in compliance with the Broward County Land Use Code and the Florida Fire Prevention Code. (Attach signed and sealed document).**

This will affirm that the above stated information and attached statement of verification for this project/development is accurate and can be relied on for the requested approval letter to the applicable water purveyor.


Signature - Owner/Agent/Occupant:

8/4/2016
Date


Signature - Design Professional of Record

8/4/2016
Date

August 4, 2016

Community Development Department
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

**Subject: Broward County Utilities Plant No. 3A, 4890 SW 40th Avenue -
PZ# SP-08-13 MOD / SE-83-14 EXT / VA-84-14 EXT / VA-94-14EXT / VA95-14EXT /
VA-118-14EXT / VA-119-14EXT / VA-120-14EXT / VA-121-14EXT**

To Whom It May Concern:

The following letter is provided as part of the *Application for Approval of the Fire Protection Water Supply Design* for the above referenced project.

To the best of my knowledge and believe, the proposed watermain size, fire line, fire hydrant locations and spacing have been incorporated into the design plans to comply with Broward County Land Use Code and the Florida Prevention Code

Respectfully submitted,


CHEN MOORE AND ASSOCIATES
Daniel Davila, P.E.
#63014

Cc: Jeff Greenfield, Ph.D., P.E. – BCWWS
Elizabeth Fujikawa, P.E. – Carollo Engineers

Broward County Water and Wastewater Services

District 3A – New Ground Storage Tank, High Service Pump Station, Chemical Systems and Standby Generator

**Site: 4980 SW 40th Avenue
Dania Beach FL 33312**

Drainage Report

July 7, 2016

Completed by:

Chen Moore and Associates
500 West Cypress Creek Suite 630
Ft. Lauderdale FL 33309

Submitted to:

Broward County Environmental Protection
and Growth Management Department
Surface Water Management License
1 North University Dr, Suite 201-A
Plantation FL 33324

Table of Contents

Introduction

Project Location Map

HSG Soils Map

Land Use Map

Drainage Calculations

Soil Storage Calculations

SFWMD Rainfall Maps

Cascade Model Results:

- Existing Conditions, 10 year – 1 day
- Existing Conditions, 25 year – 3 day
- Existing Conditions, 100 year – 3 day
- Proposed Conditions, 10 year – 1 day
- Proposed Conditions, 25 year – 3 day
- Proposed Conditions, 100 year – 3 day

INTRODUCTION

Broward County Water and Wastewater Services (BCWWS) has hired Carollo and Chen Moore and Associates to design a new potable water storage tank at the site of the existing decommissioned water treatment plant at 4980 SW 40th Avenue in Dania Beach. This property totals 4.75 acres. The existing site consists of a 2.0 MG storage tank, decommissioned water treatment plant and various buildings and parking/driveways. The existing stormwater runoff currently travels to existing inlets on site and discharges to the drainage system along SW 40th Avenue that outfalls to the lake located to the northwest of the project site, across SW 40th Avenue. This lake ultimately connects to the Dania Cut-off Canal.

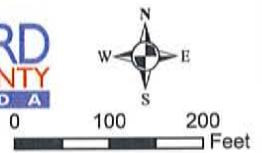
The proposed improvements consist of constructing a new 2.5 MG storage tank, new operation building, roadway and parking lot. An existing pond to the east side of the property will be reconstructed to a newly regraded dry retention area to provide the required stormwater storage of the entire site. Even though a majority of the proposed improvements are contained to the southern side of the property, the entire property was considered for the development of the proposed stormwater system to meet the water quality and water quantity requirements. The existing stormwater pipes originally discharging to the lake via SW 40th Avenue are proposed to be terminated at the property line and directed to the proposed dry retention area.



Broward County Water and Wastewater Services
District 3A - New Ground Storage Tanks



Location Map



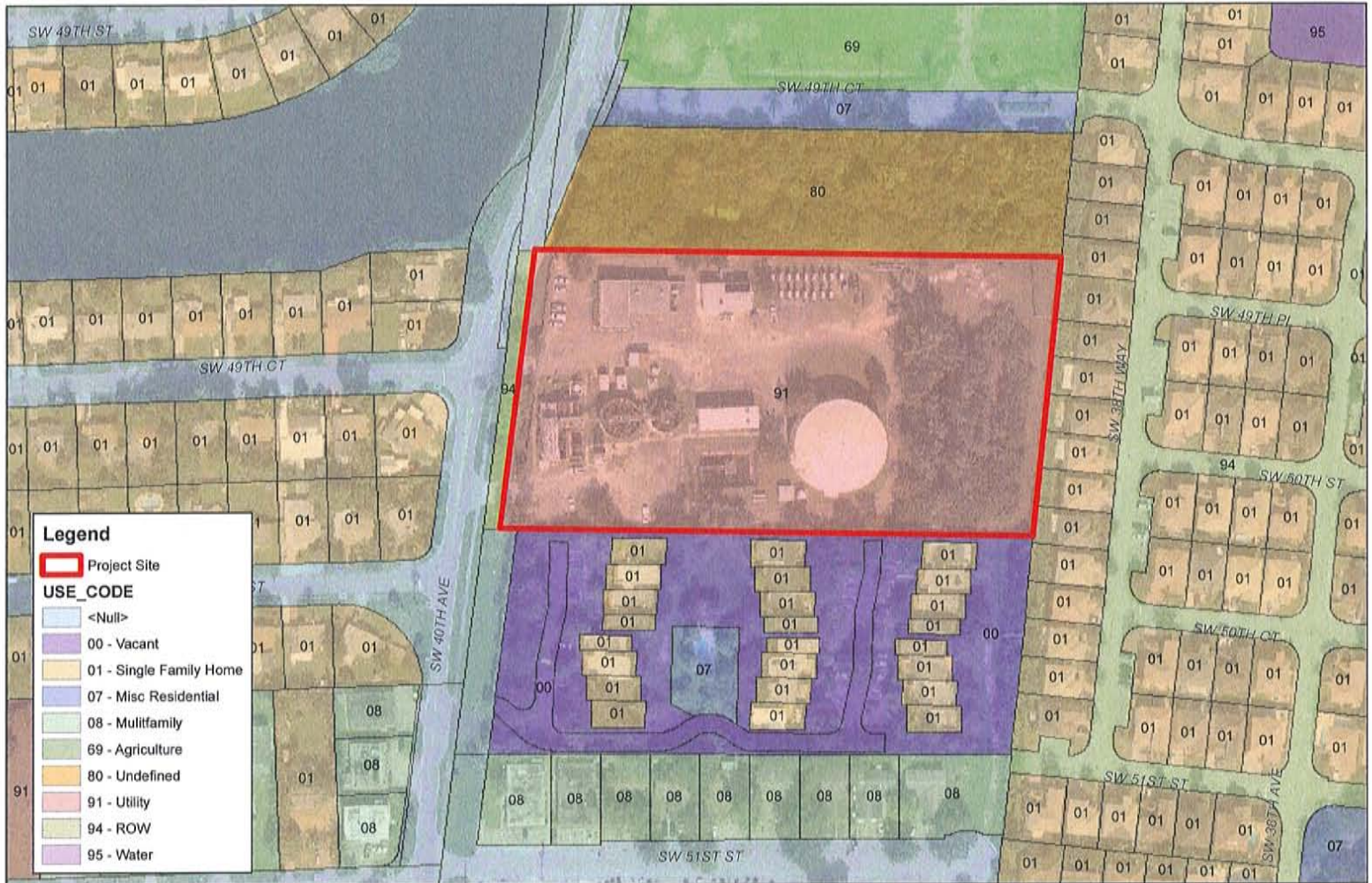


Broward County Water and Wastewater Services
District 3A - New Ground Storage Tanks



0 100 200 Feet

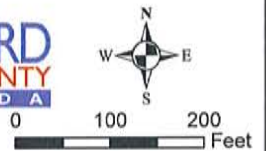
HGS Soils Map



Broward County Water and Wastewater Services
District 3A - New Ground Storage Tanks



Land Use Map



**District 3A New Ground Storage Tank, High Service Pump Station,
Chemical Systems and Standby Power Generator
BCWWS
Stormwater Calculations**



Areas:

Total Project Area:	4.75	acres	Total Site Area	4.75	acres
Total Impervious Area:	2.20	acres	% Impervious*	35%	
Water Surface Area:	0.00	acres	Volume of 1" x area	0.40	ac-ft
Roof Area:	0.80	acres	2.5" x % of imperv.	0.89	in
Other Impervious Area:	1.40	acres	Volume of 2.5" x % imperv.	0.35	ac-ft
Total Pervious Area:	2.56	acres	*(Other Impervious Area) / (Total Project Area - Roof Area - Water Surface Area)		

WATER QUALITY CALCULATIONS

Determination of Total Water Quality Volume:

Greater volume of first inch over entire site or 2.5 x % of imperviousness x area

First inch controls

$$V = \begin{matrix} 0.40 & \text{acre-ft} \\ 4.75 & \text{acre-in} \end{matrix}$$

Determination of Dry Detention Water Quality Volume

Sites with dry retention shall only require 50% of the basin water quality volume

$$\text{Required water quality volume} = 0.50 \times 0.40 = 0.20 \text{ ac-ft}$$

Proposed Land Use	Area (ac)	Storage Type	Elevation Range
Dry Detention	0.26	Vertical	1.5
Dry Detention Banks	0.15	Lateral	1.5-4.5

Dry Detention Volume Calculation (ac-ft)

$$\text{detention area} \times (4.5' - 1.5') + \text{detention bank area} \times (4.5' - 1.5')/2$$

$$\text{Proposed dry detention volume provided} = 1.00 \text{ ac-ft}$$

$$1.00 \text{ ac-ft} > 0.20 \text{ ac-ft}$$

Volume of dry detention provided is greater than volume of dry detention required

WATER QUANTITY CALCULATIONS

Rainfall Data

100 year, 3 day storm event	17.00	in	(Finished floor criteria)
25 year, 3 day storm event	14.50	in	(Discharge criteria)
10 year, 1 day storm event	8.50	in	

Cascade Modeling Results

Existing and Proposed Peak Flood Stage Elevation Results

Storm Event	Existing Conditions Peak Stage (ft, NAVD)	Proposed Conditions Peak Stage (ft, NAVD)
100 year, 3 day storm event	5.80	5.75
25 year, 3 day storm event	5.55	5.49
10 year, 1 day storm event	4.98	4.81

Broward County Potable Water Storage Tank - 3A
Existing Conditions - Soil Storage Calculations

Wet Season Water Table 0.5 NAVD

		Area		Elevation			Depth To	Soil
		SF	Acres	Low	High	Average	Water Table	Storage
1	Building 1 - Existing	3,820	0.088	6.48	6.48	6.48	5.98	0.00
2	Building 2 - Existing	3,343	0.077	4.95	4.95	4.95	4.45	0.00
3	Building 3 - Existing	212	0.005	4.44	4.44	4.44	3.94	0.00
4	Building 4 - Existing	178	0.004	4.44	4.44	4.44	3.94	0.00
5	Building 6 - Existing	51	0.001	3.11	3.11	3.11	2.61	0.00
6	Building 7 - Existing	1,781	0.041	5.93	5.93	5.93	5.43	0.00
7	Building 9- Existing	181	0.004	4.86	4.86	4.86	4.36	0.00
8	Building 10- Existing	113	0.003	7.00	7.00	7.00	6.50	0.00
9	Building Pumps - Existing	1,932	0.044	5.41	5.41	5.41	4.91	0.00
10	Tank - Existing	9704	0.223	7.00	7.00	7.00	6.50	0.00
11	Pavement Existing	72,524	1.665	3.80	5.65	4.73	4.23	0.00
12	Green Areas	101,994	2.341	4.00	5.50	4.75	4.25	8.18
13	Retention Slopes	7,560	0.174	0.00	7.00	3.50	3.00	4.95
14	Retention Bottom	3,676	0.084	0.00	0.00	0.00	-0.50	0.00
TOTAL		207,069	4.754					

Total Site soil storage **4.23** inches

Broward County Potable Water Storage Tank - 3A
Proposed Conditions - Soil Storage Calculations

Wet Season Water Table

0.5

NAVD

		Area		Elevation			Depth To	Soil
		SF	Acres	Low	High	Average	Water Table	Storage
1	Building 1 - Existing	3,820	0.088	6.48	6.48	6.48	5.98	0.00
2	Building 2 - Existing	1,781	0.041	5.93	5.93	5.93	5.43	0.00
3	Building 3 - Existing	1,932	0.044	5.41	5.41	5.41	4.91	0.00
4	Building - Proposed	5,130	0.118	6.00	6.00	6.00	5.50	0.00
5	Tank - Existing	9704	0.223	7.00	7.00	7.00	6.50	0.00
6	Tank - Proposed	12,275	0.282	7.00	7.00	7.00	6.50	0.00
7	Concrete Proposed #1 (tank)	4,084	0.094	5.00	5.00	5.00	4.50	0.00
8	Concrete Proposed #2 (bldg)	1,181	0.027	6.00	6.00	6.00	5.50	0.00
9	Pavement Existing	43,837	1.006	3.80	5.65	4.73	4.23	0.00
9	Pavement Proposed	11,821	0.271	4.00	5.00	4.50	4.00	0.00
10	Green Areas	93,883	2.155	4.00	5.50	4.75	4.25	8.18
11	Retention Slopes	6,346	0.146	1.50	4.50	3.00	2.50	3.42
12	Retention Bottom	11,275	0.259	1.50	1.50	1.50	1.00	0.45
TOTAL		207,069	4.754					

Total Site soil storage

3.96

inches

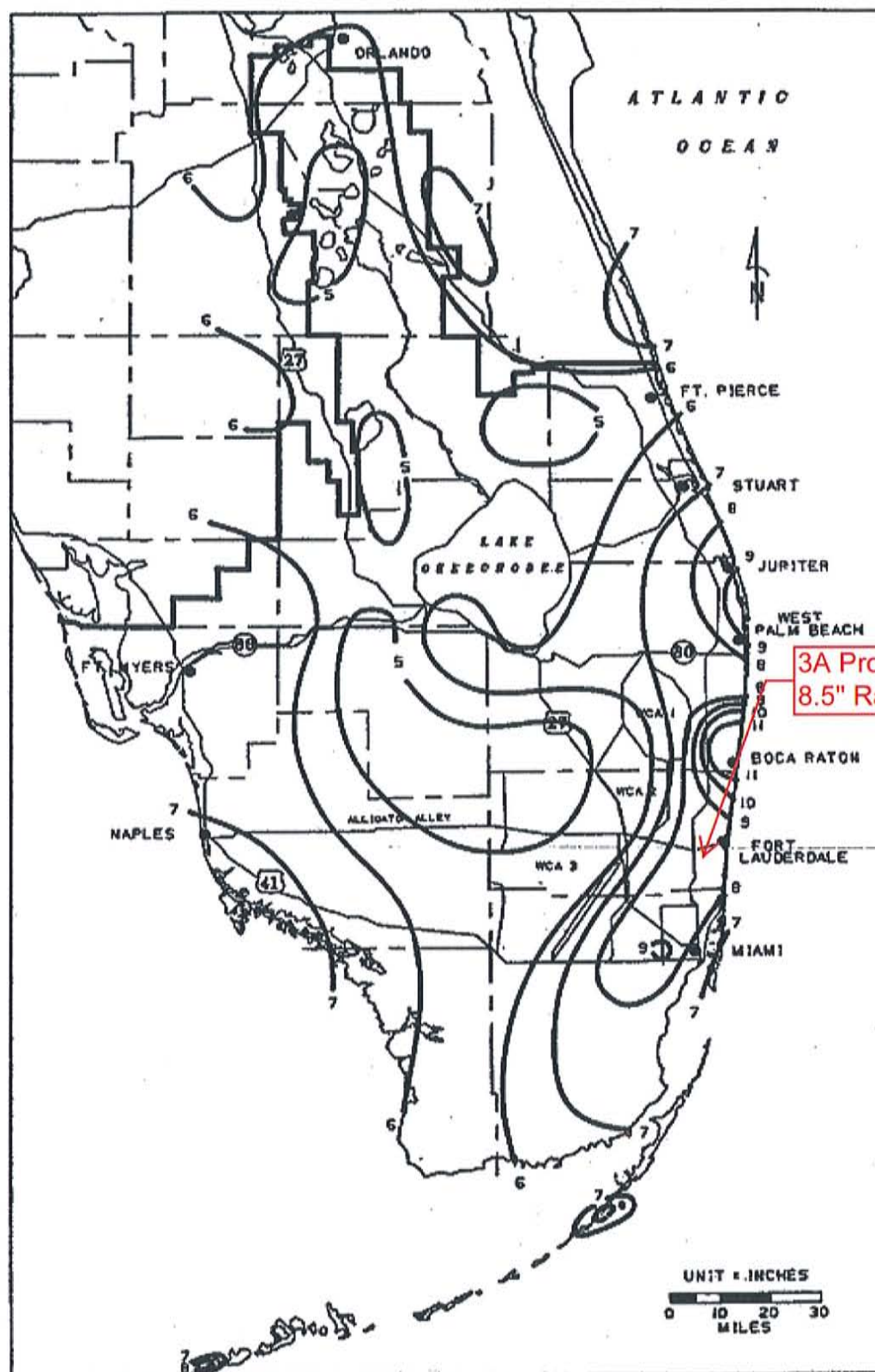


FIGURE C-4. 1-DAY RAINFALL: 10-YEAR RETURN PERIOD

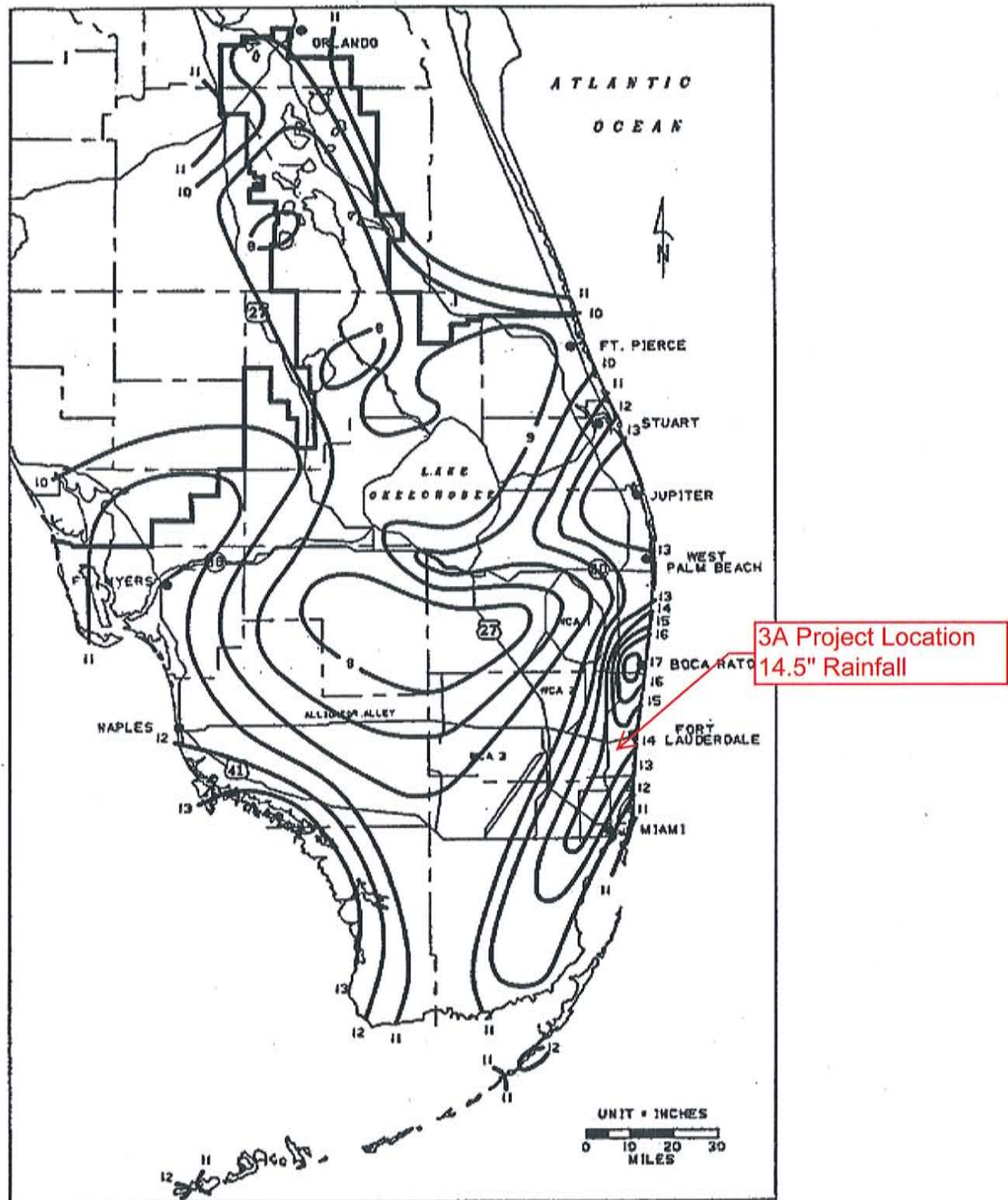


FIGURE C-8. 3-DAY RAINFALL: 25-YEAR RETURN PERIOD

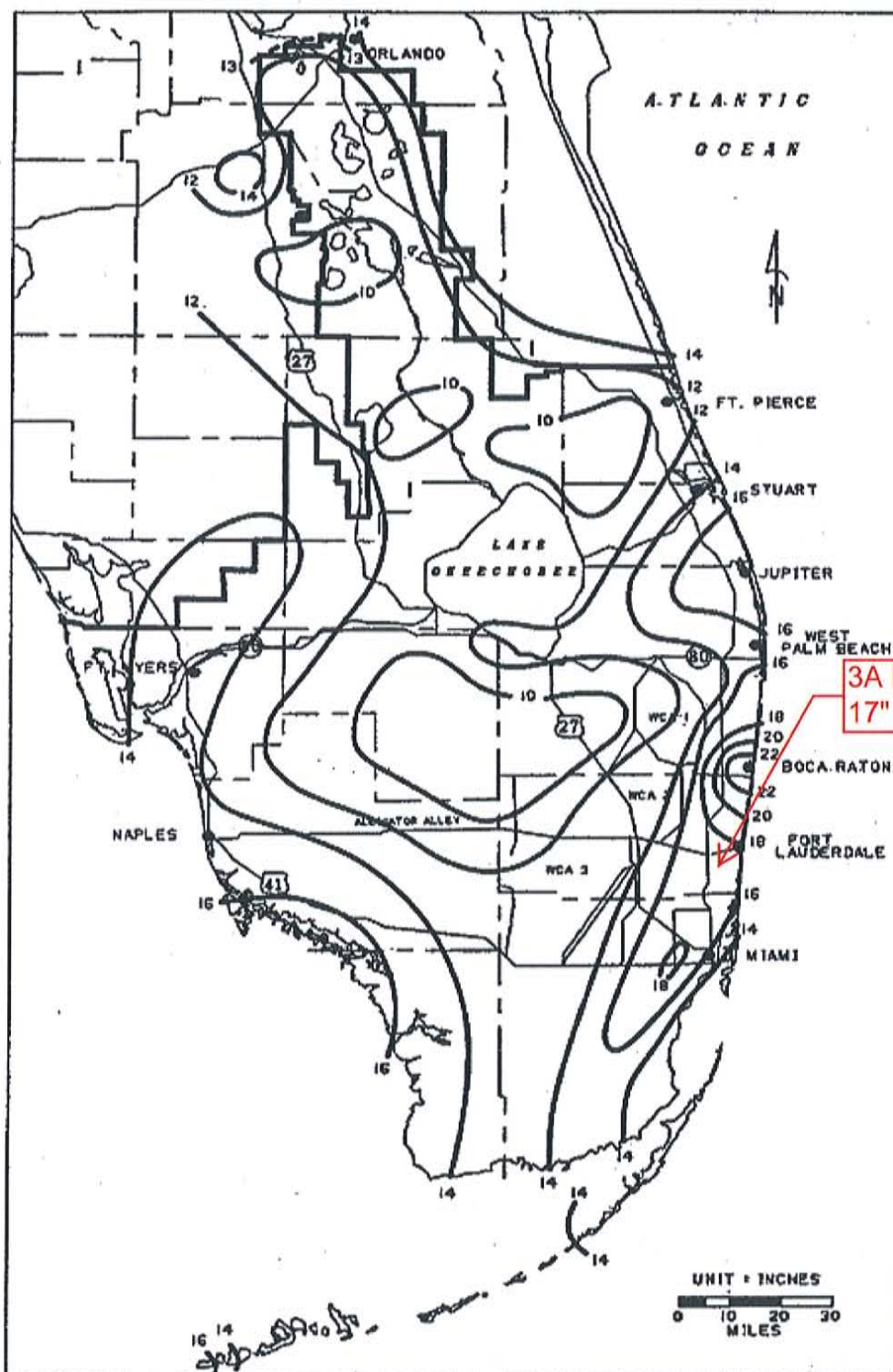


FIGURE C-9. 3-DAY RAINFALL: 100-YEAR RETURN PERIOD

Project Name: BC STORAGE TANK - FACILITY 3A

Reviewer: DD

Project Number: 138.001

Period Begin: Jan 01, 2000;0000 hr End: Jan 16, 2000;0000 hr Duration: 360 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: 3A-Existing

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 10 year

1 Day Rainfall: 8.5 inches

Area: 4.754 acres

Ground Storage: 4.23 inches

Time of Concentration: 0.1 hours

Initial Stage: 0.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
1.50	0.15
2.00	0.22
2.50	0.29
3.00	0.36
3.50	0.45
4.00	0.55
4.50	1.05
5.00	2.16
6.00	6.00
6.50	8.12
7.00	10.25
7.50	12.38
8.00	14.52

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
-------	-----------	-----------	-----------	-----------

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
3A-Existing	4.98	25.00	0.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
3A-Existing	1.95	0.00	0.00	0.15	2.11	0.00

Project Name: BC STORAGE TANK - FACILITY 3A

Reviewer: DD

Project Number: 138.001

Period Begin: Jan 01, 2000;0000 hr End: Jan 16, 2000;0000 hr Duration: 360 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: 3A-Existing

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 25 year

3 Day Rainfall: 14.5 inches

Area: 4.754 acres

Ground Storage: 4.23 inches

Time of Concentration: 0.1 hours

Initial Stage: 0.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
1.50	0.15
2.00	0.22
2.50	0.29
3.00	0.36
3.50	0.45
4.00	0.55
4.50	1.05
5.00	2.16
6.00	6.00
6.50	8.12
7.00	10.25
7.50	12.38
8.00	14.52

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
-------	-----------	-----------	-----------	-----------

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
3A-Existing	5.55	73.00	0.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
3A-Existing	4.13	0.00	0.00	0.15	4.28	0.00

Project Name: BC STORAGE TANK - FACILITY 3A

Reviewer: DD

Project Number: 138.001

Period Begin: Jan 01, 2000;0000 hr End: Jan 16, 2000;0000 hr Duration: 360 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: 3A-Existing

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 17 inches

Area: 4.754 acres

Ground Storage: 4.23 inches

Time of Concentration: 0.1 hours

Initial Stage: 0.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
1.50	0.15
2.00	0.22
2.50	0.29
3.00	0.36
3.50	0.45
4.00	0.55
4.50	1.05
5.00	2.16
6.00	6.00
6.50	8.12
7.00	10.25
7.50	12.38
8.00	14.52

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
-------	-----------	-----------	-----------	-----------

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
3A-Existing	5.80	73.20	0.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
3A-Existing	5.07	0.00	0.00	0.15	5.22	0.00

Project Name: BC STORAGE TANK - FACILITY 3A

Reviewer: DD

Project Number: 138.001

Period Begin: Jan 01, 2000;0000 hr End: Jan 16, 2000;0000 hr Duration: 360 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: 3A-Prop

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 10 year

1 Day Rainfall: 8.5 inches

Area: 4.754 acres

Ground Storage: 3.96 inches

Time of Concentration: 0.1 hours

Initial Stage: 0.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
1.50	0.00
2.00	0.14
2.50	0.28
3.00	0.44
3.50	0.62
4.00	0.81
4.50	1.34
5.00	2.44
6.00	6.08
6.50	8.06
7.00	10.04
7.50	12.02
8.00	14.00

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
-------	-----------	-----------	-----------	-----------

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
3A-Prop	4.81	25.00	0.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
3A-Prop	2.02	0.00	0.00	0.00	2.02	0.00

Project Name: BC STORAGE TANK - FACILITY 3A

Reviewer: DD

Project Number: 138.001

Period Begin: Jan 01, 2000;0000 hr End: Jan 16, 2000;0000 hr Duration: 360 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: 3A-Prop

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 25 year

3 Day Rainfall: 14.5 inches

Area: 4.754 acres

Ground Storage: 3.96 inches

Time of Concentration: 0.1 hours

Initial Stage: 0.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
1.50	0.00
2.00	0.14
2.50	0.28
3.00	0.44
3.50	0.62
4.00	0.81
4.50	1.34
5.00	2.44
6.00	6.08
6.50	8.06
7.00	10.04
7.50	12.02
8.00	14.00

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
-------	-----------	-----------	-----------	-----------

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
3A-Prop	5.49	73.00	0.50	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
3A-Prop	4.21	0.00	0.00	0.00	4.21	0.00

Project Name: BC STORAGE TANK - FACILITY 3A

Reviewer: DD

Project Number: 138.001

Period Begin: Jan 01, 2000;0000 hr End: Jan 16, 2000;0000 hr Duration: 360 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: 3A-Prop

Method: Santa Barbara Unit Hydrograph

Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year

3 Day Rainfall: 17 inches

Area: 4.754 acres

Ground Storage: 3.96 inches

Time of Concentration: 0.1 hours

Initial Stage: 0.5 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
1.50	0.00
2.00	0.14
2.50	0.28
3.00	0.44
3.50	0.62
4.00	0.81
4.50	1.34
5.00	2.44
6.00	6.08
6.50	8.06
7.00	10.04
7.50	12.02
8.00	14.00

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
-------	-----------	-----------	-----------	-----------

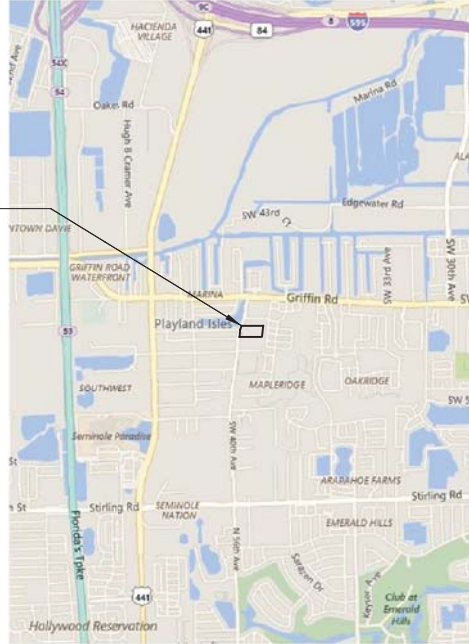
BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
3A-Prop	5.75	73.20	0.50	0.00

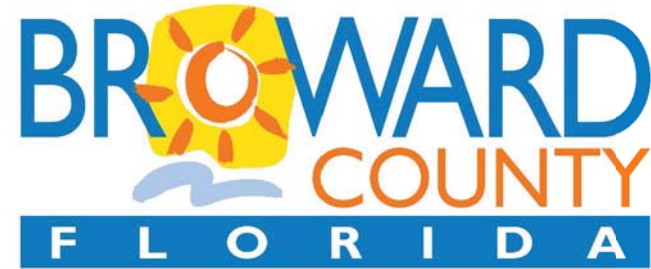
BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
3A-Prop	5.16	0.00	0.00	0.00	5.16	0.00

DISTRICT 3A
WATER STORAGE FACILITY
4980 SW 40th AVENUE
DANIA BEACH, FLORIDA 33312



LOCATION MAP
N.T.S.



BCWWS PROJECT NO. 9158, NO. 9198

CONTRACT DOCUMENTS FOR CONSTRUCTION OF THE

**DISTRICT 3A:
NEW GROUND STORAGE TANK, HIGH SERVICE
PUMP STATION, CHEMICAL SYSTEMS, AND
STANDBY POWER GENERATOR
FOR BROWARD COUNTY WATER AND WASTEWATER SERVICES**

CAROLLO PROJECT NO. 10228B.10
DRC SUBMITTAL

JUNE 2019



3440 HOLLYWOOD BOULEVARD, SUITE 465
HOLLYWOOD, FL 33021
PHONE: (954) 837-0030 FAX: (954) 837-0035
CA 00008571



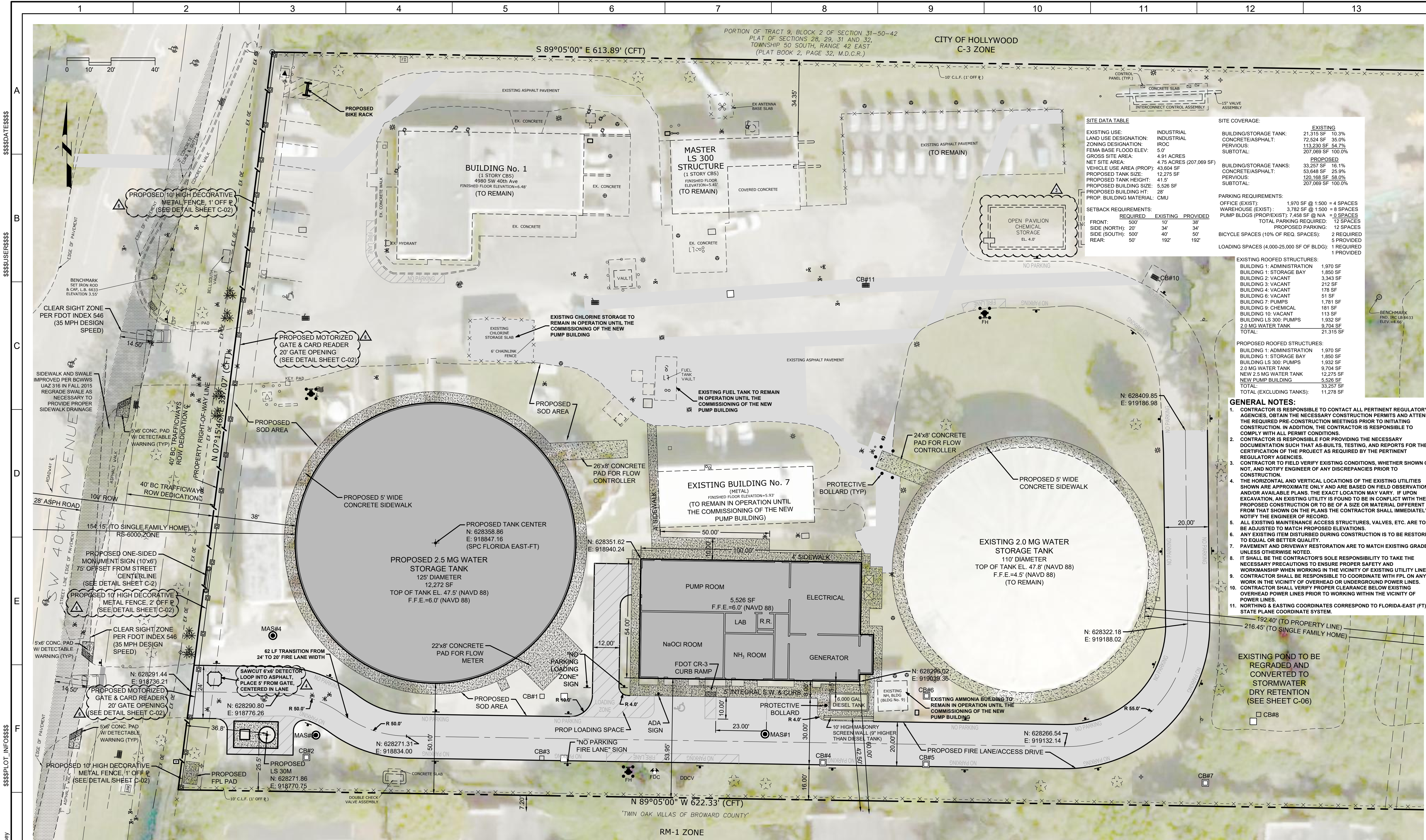
PROJECT LOCATION
BROWARD COUNTY

VICINITY MAP
N.T.S.

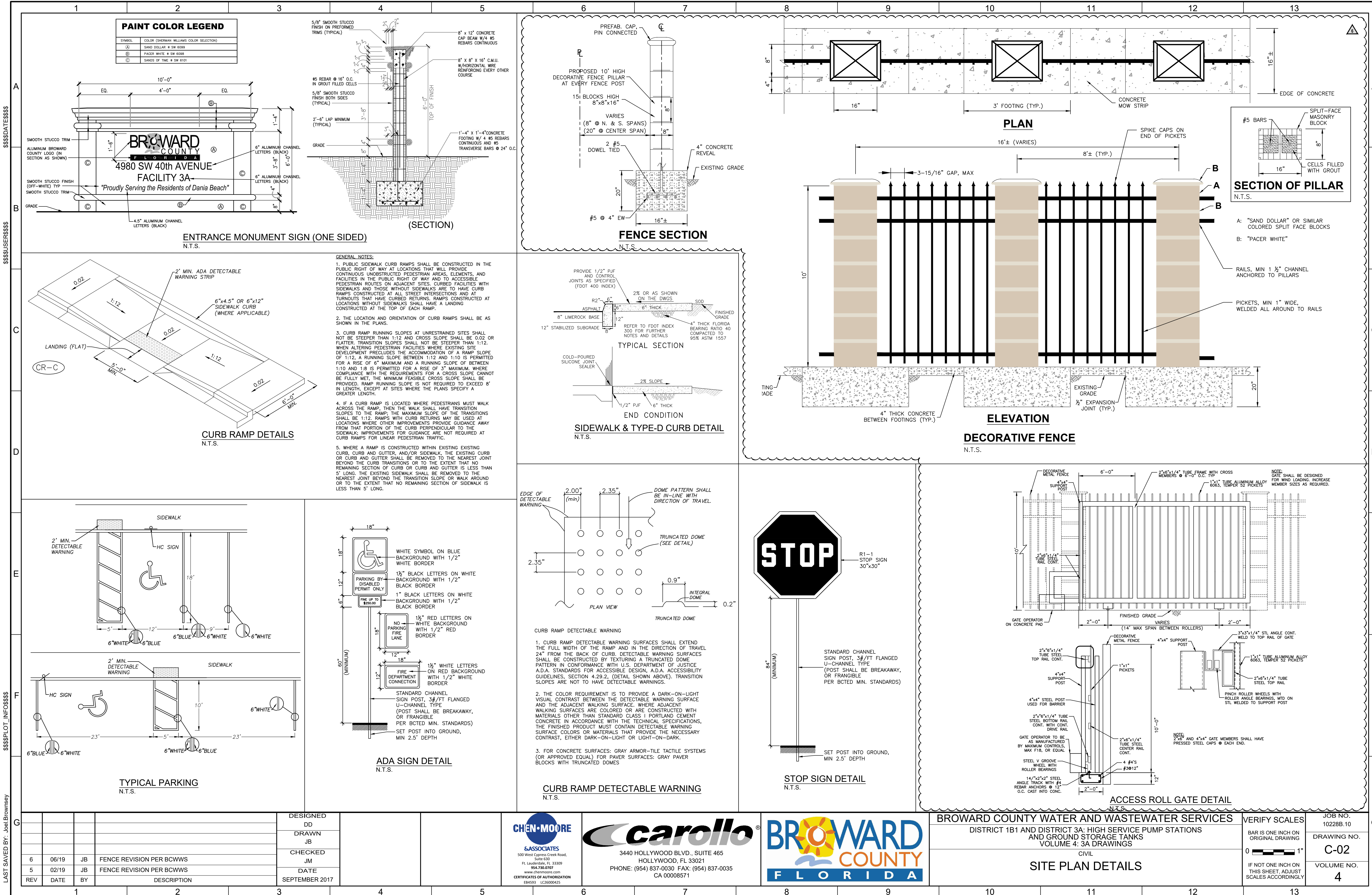
DRAWING INDEX:

Site Plan	C-01
Site Plan Details	C-02

JOB NO. 10228B.10
DRAWING NO. G-01



G	LAST SAVED BY: Joeal Brea																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
---	---------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--



LAST SAVED BY: JoeBrownsy

RESOLUTION NO. 2019-085

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING A CITY CONTRACTS POLICY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission has requested the creation of a “Contracts Policy” to allow for the Commission to review contracts prior to their respective expiration dates; and

WHEREAS, the Finance Department of the City of Dania Beach has created a policy that will provide the City Commission on a monthly basis with a copy of a “Contracts List” to be provided by designated procurement personnel;

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

Section 1. That the City of Dania Beach has created a policy entitled, “Contracts Policy”, a copy of which policy is attached as Exhibit “A”, and incorporated by this reference, which is adopted by the City Commission, and will become effective October 1, 2019.

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

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

PASSED AND ADOPTED on July 30, 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, Florida

Contracts Policy

2019

DRAFT

City of Dania Beach
100 W. Dania Beach Blvd
Dania Beach, FL 33004

Contracts Policy	Policy Number: COMM-2019-002
Originating Department: City Commission	Effective Date: 10-01-2019
Approved by: City Commission	July 30, 2019 Reso 2019-

Table of Contents

1	INTRODUCTION	3
1.1	OVERVIEW	3
2	MONITORING CONTRACTS	3
2.1	GENERAL	3
3	CONTRACT RENEWALS	4
3.1	GENERAL	4
4.	CONTRACT EXTENSIONS	5
4.1	GENERAL	5
5.	CONTRACT MODIFICATIONS	5
5.1	GENERAL	5
6.	TERMS AND DEFINITIONS.....	5

1 INTRODUCTION

1.1 OVERVIEW

- 1.1.1 The City needs to maintain contracts, and managing them can be a full time job. An essential part of contract management is being aware of contracts up for renewal and renewing them as soon as possible to avoid disrupting business. These policies and procedures will assist departments with ensuring timely contract renewal.
- 1.1.2 Designated procurement personnel working in conjunction with the Department Heads, City Attorney, City Manager or their designees must carefully monitor their contracts and ensure the renewal process is addressed at the appropriate time. Contracts may be cancelled, or options not exercised, if contractual requirements are not met. It is the responsibility of the designated procurement personnel, Department Head or designees to initiate the request for changes with the City Commission, City Manager or City Attorney as applicable to ensure contracts are renewed timely.
- 1.1.3 The goal of the designated procurement personnel is to align the City with best practices and achieve contracts that are in the best interest of the City of Dania Beach and centralize this process for better accountability and results.

2 MONITORING CONTRACTS

2.1 GENERAL

- 2.1.1 **Monitoring** of contracts is an ongoing process. Various monitoring activities may be conducted throughout the life of the contract. The purpose of monitoring is to ensure the provider complies and performs in accordance with the agreement terms and conditions.
- 2.1.2 **Designated Procurement Personnel:** Designated Procurement Personnel will ensure the City Contracts List is maintained by City staff. The City Contracts List will be sent monthly to the City Commission, City Manager's Office, Department Heads, and Administrative staff who are involved in purchasing and contracts for the various departments.
- 2.1.3 **Finance Department:** Finance staff will collaborate with the designated procurement personnel to maintain and provide a City Contracts List for all known contracts to notify departments four to six months in advance of a contract's expiration. The list consists of the vendor name, date of contract, expiration date, renewal options, and other pertinent contract details.
- 2.1.4 **Department Head:** Once a contract is properly executed by the appropriate parties, the designated procurement personnel in conjunction with the Department Head is responsible for managing their contracts. The Department Head should assign a designee to review their contracts on a monthly basis to ensure timely renewal, extension, or competitive solicitation as necessitated to ensure City services are procured competitively

and that such services are not interrupted. The designee should maintain a copy of all documents and materials that comprise the contract agreement. The contract file should be maintained in a logical and neat manner and be organized so that the activities conducted during the contract management process can be reconstructed and understood by someone who is not familiar with the contract. The Department Head or designee is responsible for monitoring provider performance, verifying receipt of commodities/contractual services, certifying quality of commodities/services, validating and auditing contract pricing and payment, enforcing terms and conditions, and managing changes to the contract.

Department Heads are further responsible for monitoring the life of the contract and notifying the designated procurement personnel if any contracts exist that are not on the City Contracts list.

3 CONTRACT RENEWALS

3.1 GENERAL

- 3.1.1 If the original contract contains a renewal clause, the contract may be renewed for the specific period of time as outlined in the original contract with the proper approvals. Contracts that are renewed are subject to the same terms and conditions that were specified in the original contract.
- 3.1.2 For contracts that are the result of a competitive solicitation, contract pricing and terms for the renewal must be specified in the initial competitive solicitation. Before a contract is renewed the Department in conjunction with the designated procurement personnel and the City Attorney must:
- Verify the contract is eligible to be renewed
 - Verify the availability of funds
 - Request any updated documents necessary to support the new contract term
 - Renewal must be agreed to by both parties; executed in writing and approved by the City Commission or City Manager in accordance with the Code of Ordinances and provisions of the original contract
 - Renewal is contingent upon satisfactory performance by the vendor
- 3.1.4 Contract renewal is often time sensitive. A renewal must be in place before a contract expires. Best practices indicate the contract renewal process should begin at least Ninety (90) days prior to the expiration of the Contract if permitted in the contract language and both parties are agreeable.

4 CONTRACT EXTENSIONS

4.1 GENERAL

- 4.1.1 An extension is an increase in the length of the contract term. Extensions should not be a standard practice. Extensions for contractual services contract, must be in writing, and

must be subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties.

5 CONTRACT MODIFICATIONS

5.1 GENERAL

- 5.1.1 A contract modification also called a contract amendment, must be mutually agreed upon and may introduce or cancel specifications or terms of an existing contract, while leaving intact its overall purpose and effect. Unilateral modifications are issued usually through a change order (modification order), the bilateral ones through a supplemental agreement. Contract amendments must be done in accordance with the original contract provisions and approved by the City Commission or City Manager as determined by the City's Code of Ordinances.

6 TERMS AND DEFINITIONS

As used in this policy, the following terms shall mean:

City: City of Dania Beach, Florida

Contract: A legally binding agreement which recognizes and governs the rights and duties of the parties to the agreement.

Extension: An extension to the duration of the Contract, but not including any alteration to the scope of the Contract.

Modification: Any change, in part or whole, occurring to a legally binding agreement between two or more parties. Any contract can be modified before or after signing the agreement, but all parties must agree to the changes. If any party doesn't agree to the modification, the changes are invalid.

Monitoring: Maintaining regular surveillance over the contract.

Renewal: Keeping an existing contract in force for an additional period of time.



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: July 30, 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

This past week I completed my 4 months as your Manager, I couldn't be more honored and excited regarding the planning, work, initiatives, progress and customer care our Team is providing for all those that live, work and do business with Dania Beach. Every Department is contributing to what is "The Renaissance of Dania Beach". There are no limits to what can be accomplished in Dania Beach and for Dania Beach as we continue to make Dania Beach our priority working as a Team. The below are key dates and initiatives for your consideration and information.

Proposed in-the-shade meeting dates with our labor attorney and negotiating team. Monday, August 12th or Tuesday, August 13th. Attorney and team open to hours. Approximately 1.5 hours. See Memo for more information.

Saturday the 10th of August Partnership with Domes Across at CW Thomas Park. Book Bag and school supply giveaway for 300 youth. See flyer for more information.

Friday the 9th of August, First Annual BSO / Teen Partnership event. See memo for more information.

- Awaiting response from Kimco Team regarding their approval of our proposed EMS/Fire Rescue Station. Plan to have a substation supported by Kimco, currently working on space/size, logistics.
- Pier Assessment and improvements underway led by our new Public Services director, to include ADA ramp, elevator at the Quarterdeck Restaurant, and City Signage. Annual Maintenance Plan to be funded by Pier Fund.
- Recruitment process underway to replace our retiring Finance Director. Finance Director official retirement date is October the 1st of 2019. Finance Director assisting with process and can stay with us as needed via a consulting agreement.
- RFP for Social media support, graphic design and website update to be out in August, coming back to Commission in September aligned with budget for 2020.

- Art in Public Places Ordinance First Reading Aug/September.
- EDSA, Design Team for 2014 Beach Master Plan, teaming up with Colliers and City Team to put out the RFP for City Commission approved plan for Dania Beach Grill and Complete Beach Plan.
- Awaiting results of City Hall, Nyberg Swanson House and BSO Office Building assessment to report back to Commission.
- Employee Policy and Procedures Handbook with labor attorney, draft to be evaluated by Committee Members, upon completion employee handbook to come to Commission.
- Employee Wellness Committee assembled, first meeting was held the week of the 15th of July. Committee looking into a multitude of opportunities with recommendations and findings coming to City Commission in October.
- City Hall interior and exterior restoration project to be completed upon the installation of new Canopy currently in fabrication, anticipated date of project completion September.

Reminder; Commission Budget Workshop at 10am Wednesday the 28th of August, allowing for a month to look over Proposed FY2020 Budget. Budget Team Available to meet one on one with all of you prior to the August 28th Workshop.

We continue to make assessments, and evaluate all our departments, their needs and the opportunities to make and or recommend the necessary changes and adjustments for the benefit of the operations and the services we provide. Additionally, we continue to take in the big picture that is our City working with our residents, our businesses, meeting personally with them and or communicating via phone or email enhancing and establishing relationships for the benefit of our City as a whole.



**CITY OF DANIA BEACH
HUMAN RESOURCES DEPARTMENT**

MEMORANDUM

DATE: July 18, 2019
TO: Ana Garcia, City Manager, ICMA-CM
FROM: Paula Morrell, MHRM, HR/Risk Management Director
RE: Union Negotiations Dates

The City bargaining team met on Monday, July 8th for a pre-strategy discussion before re-negotiations with the AFSCME team and the In-the-Shade meeting with the City Commission.

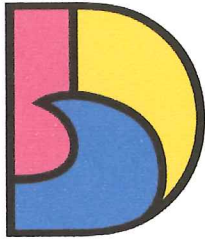
The following dates were discussed for the In-the-shade meeting for the Manager to present to the City Commission on Tuesday, July 30, 2019:

- Monday, August 12, 2019 or
- Tuesday, August 13, 2019

The bargaining team also agreed on two (2) dates and times, below, as choices for union re-negotiations, and presented its proposals (via email) to the AFSCME team:

- Wednesday, August 21, 2019 from 10am-12pm or
- Thursday, August 22, 2019 from 10am-12pm

Still awaiting a response from the AFSCME team as to the confirmation of their date and time selection.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: March 30, 2019

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

FROM: Eric Brown, Parks & Recreation Director 

RE: Back to School Giveaways at CW Thomas Park

REQUEST

Back to school book bag giveaway at CW Thomas Park - Aug 10.

BACKGROUND

Domes Aross is a non-profit organization that works closely with young people, equipping them with tools on becoming productive citizens.

Domes Aross is partnering with the City of Dania Beach, and will provide over 300 book bags, filled with school supplies to our Elementary, Middle and High School Students.

This is an annual event hosted by Domes Aross, and the City of Dania Beach, Parks and Recreation department. Event will take place on August 10, 2019 from 12pm – 3pm

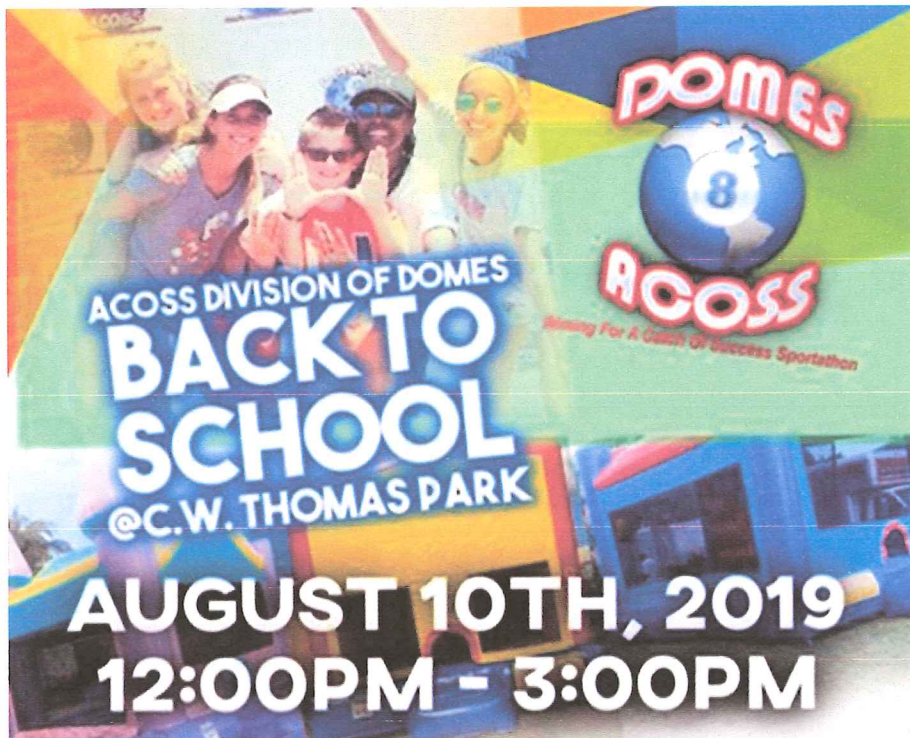
Food, entertainment, and lots of giveaways. Free to the public!!!

BUDGETARY IMPACT

This group is providing a service that's very beneficial to the youth in our city, at no cost to our city.

RECOMMENDATION

For your review



ACOSS DIVISION OF DOMES
BACK TO SCHOOL
 @C.W. THOMAS PARK

AUGUST 10TH, 2019
12:00PM - 3:00PM

DOMES ACOSS
 Winning For A Cause Of Success Sportathon

***BACKPACK GIVEAWAYS**
***BOUNCE HOUSES *SCHOOL SUPPLIES**
***FOOD *MUSIC & MORE!**

Sponsored by



www.acossdivisionofdomes.com

MEMORANDUM

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

From: Captain Daniel J. Marks



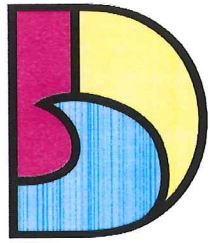
Date: July 22, 2019

Subject: Broward Sheriff's Office Dania Beach Fishing Excursion

Based on our meeting and discussion regarding our continued efforts to engage with our community particularly our youth, the following has been planned:

On Friday August 9th the BSO Dania Beach District will be hosting a fishing event for approximately 15-25 teens at Boaters Park (North side of Dania Cutoff Canal, west of Anglers Avenue / Ravenswood Rd (To the rear of the fire rescue logistics warehouse). The Sheriff's Office Public Information Officer will be attending and notifying media outlets about the event. This event will give teens the opportunity to interact with Deputies and learn about fishing. The teens will be chosen from our Dania Beach camps and transported to the event location by the City of Dania Beach Parks and Recreation Staff. Parks and Recreation will also have a lifeguard at the event.

The event starts at 9:30 am and will be catered by PDQ. We have numerous sponsors such as Dusky Marine, Bass Pro Shops, Anglers Bait and Tackle, PDQ and more.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: July 22, 2019

TO: Ana Garcia, City Manager, ICMA-CM

FROM: Paula Morrell, MHRM, HR/Risk Management Director

RE: Employee Handbook/Wellness Committee Updates

Employee Handbook

The Employee Handbook Committee met twice and turned over their compilation of ideas/ notes to me for the new employee handbook, of which I submitted to our Labor Attorney and will be meeting with him to review a draft of on Tuesday, July 23rd. During this meeting, we will set a date for a deadline for completion of the handbook in order to present to the committee members for review.

Wellness Committee

The Wellness Committee had their kickoff meeting on July 16th as an initiative to towards a more productive and healthy work environment, where the following items were discussed: yoga; walking club; nutrition; exercise initiatives; stress management; flex schedules; work-life-balance; the fit-bit-challenge (already in progress with Commissioner James); employee breakroom enhancement; other initiatives-group discussion. The committee is scheduled to meet again on Friday, July 26th. An overview of the kickoff meeting is attached.

Wellness Committee Kick Off Meeting Minutes



Meeting 1: July 16, 2019 | 11:00AM - 12:00AM

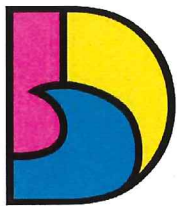
Items for discussion:

- a. Yoga
 - a.1. HR working with insurance to see if we can have a vendor come out and provide "chair" yoga sessions on a quarterly basis
 - a.2. Library also provides yoga - we can send out correspondence to inform employees of times that yoga is held
- b. Walking club
 - b.1. We can distribute pedometers to those interested and designate a time during/after work hours where employees can walk
- c. Nutrition
 - c.1. Work with local healthy restaurants in the area to provide a City of Dania Beach employee discount on purchases. For example, PDQ currently offers 10% to employees.
 - c.2. "Lunch clubs" - social wellness to encourage more comradery and also for people to be motivated to eat healthy
 - c.3. Having weight watchers come out
 - c.4. Meal delivery service
- d. Exercise initiatives
 - d.1. Starting a sports club/kickball league between departments (smaller departments can join as one team)
 - d.2. "Wellness Week" - consisting of a "field day" (potato sack race, egg relay, etc.), arranging a wellness van to come and do health screenings, locate a sponsor for massages/massage chairs, etc.
- e. Stress management
 - e.1. Massage chairs in the conference room for 15 minute sessions - work to have a sponsor
- f. Flex schedules
 - f.1. Creating a presentation to discuss the benefits of a 4-day work week. Items to be discussed: "green" living, making less impact on carbon footprint, saving on electricity at City Hall, showcasing other Cities that have adopted the 4-day workweek, benefits for employees, etc. Final recommendations will be presented to the Commission for approval.
- g. Work life balance
 - g.1.
- h. The fit-bit challenge
 - h.1. Currently an initiative HR & City Commission are working on implementing
- i. Employee breakroom enhancement
 - i.1. Finding a low budget option to perform a *light remodel* (in lieu of the New City Hall) to the employee breakroom (next meeting to be held in the breakroom). Katia will take pictures and we will decide what we will do to enhance the breakroom.
- j. Other initiatives - group discussion
 - j.1. Holding an "employee picnic"

Committee Members:

- City Manager's Office - Chris Lottier
- City Clerk - Angel Lunkins
- CRA - DeAndrae Spradley
- CD - Muriel Bryan
- Finance - Adam Segal
- HR - Shannel March
- Legal - Lori Adams
- Parks & Recreation - Anthony Ifedi / Lead
- Public Services - Katia Bordy





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

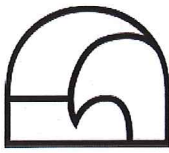
DFA-19-029

DATE: July 1, 2019

SUBJECT: Monthly Business Tax Licensing

Manager,

Per your request attached hereto is the Monthly Business Tax Receipt report reflecting new businesses.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Business Listing Report

Business Start Date 06/01/19 - 06/30/19

Report By Business Name

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
BAYFRONT FLORAL & EVENT DESIGN CHAPLIN GOURMET MARKET	BAYFRONT FLORAL & EVENT DESIGN CHAPLIN GOURMET MARKET INC	3414 GRIFFIN RD, DANIA BEACH, FL 33312 180 E DANIA BEACH BLVD STE 104, DANIA BEACH, FL 33004	(954) 981-1024 (786) 558-6534		06/18/2019 06/28/2019	
CHEVERON 502 COMMUNITY ASPHALT CORP DESIGN HOUSE	LULU CONVENIENCE STORE INC COMMUNITY ASPHALT CORP DESIGN HOUSE STUDIO LLC	4051 STIRLING RD, Dania Beach, FL 33312 323 SW 1 AVE, Dania Beach, FL 33004 1249 STIRLING RD # 12, DANIA BEACH, FL 33004	(954) 909-4567 (305) 216-5568 (786) 802-3455		06/04/2019 06/05/2019 06/18/2019	
FRANCISCO X ACEVEDO FRANK ROWDEN GAGNE-RINGOEN FRANCE HEALTH AND BEAUTY SPA JACQUES BEGUIN LOW VOLTAGE SYSTEMS INC	FRANCISCO X ACEVEDO FRANK ROWDEN GAGNE-RINGOEN FRANCE MEIGIL LLC JACQUES BEGUIN LOW VOLTAGE SYSTEMS INC	1200 STIRLING RD 4 B, Dania Beach, FL 33004 19 NE 3 ST, Dania Beach, FL 33004 301 SE 6 ST, Dania Beach, FL 33004 2980 GRIFFIN RD 4, DANIA BEACH, FL 33312 212 SW 2 PL, Dania Beach, FL 33004 5201 RAVENSWOOD RD STE 120, DANIA BEACH, FL 33312	(954) 906-3234 (512) 750-5735 (954) 325-6729 (305) 796-4817 (954) 651-0842 (786) 343-3064		06/12/2019 06/18/2019 06/11/2019 06/28/2019 06/07/2019 06/26/2019	
LS REPOSSESSION LLC	LS REPOSSESSION LLC	2296 W STATE RD 84 STE B, DANIA BEACH, FL 33312	(954) 449-1037		06/06/2019	
MICHAELS REAL ESTATE PROPERTIES LLC	MICHAELS REAL ESTATE PROPERTIES LLC	218 SE 4 ST, Dania Beach, FL 33004	(954) 744-4210		06/11/2019	
MILLED BY NATURE INC NEARPOD INC	MILLED BY NATURE INC NEARPOD INC	1210 STIRLING RD 4B, DANIA BEACH, FL 33004 1855 GRIFFIN RD A-290, DANIA BEACH, FL 33312	(954) 304-0066 (305) 677-5030		06/10/2019 06/12/2019	
UNIQUE PLANTSCAPES VIP FLORIDA TRAVEL LLC VLADIMIR & ALEKSANDRA SPIVAK WAYNE OTTANI XIAO XIA HE YANIV ZAH	UNIQUE PLANTSCAPES VIP FLORIDA TRAVEL LLC VLADIMIR & ALEKSANDRA SPIVAK WAYNE OTTANI XIAO XIA HE YANIV ZAH	911 NAUTILUS ISLE, Dania Beach, FL 33004 433 SE 3 TER, Dania Beach, FL 33004 422 SE 3 ST, Dania Beach, FL 33004 806 ARGONAUT ISLE, Dania Beach, FL 33004 133 NE 1 CT, Dania Beach, FL 33004 2431 SW 58 MNR, Dania Beach, FL 33312	(954) 205-0987 (917) 803-0448 (917) 373-3497 (954) 744-4210 (954) 927-5291 (954) 328-1909		06/18/2019 06/10/2019 06/05/2019 06/05/2019 06/21/2019 06/26/2019	Businesses 21