

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, MARCH 10, 2020 - 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 TWO HUNDRED FIFTY DOLLARS (\$250.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019; AMENDED BY ORDINANCE #2019-019)

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. U.S. Census presentation by Ana Maria Diaz, Partnership Specialist, U.S. Census Bureau, Atlanta Regional Census Center
- 2. Presentation by County Commissioner Tim Ryan on a proposed County roadway project to improve the intersection of SW 40th Avenue and Griffin Road
- 3. Presentation of the Final Report regarding the Place at Dania Beach - Eddie Rojas, Building Official
- 4. Dania Beach Chamber of Commerce update - Randie Shane
- 5. Presentation on cities in Broward and Dade Counties and their successes and failures with General Obligation Bond issuances - Assistant City Manager Sosa-Cruz
- 6. Presentation on the reporting and tracking via an app of everything from a pot hole to a light out - Assistant City Manager Sosa-Cruz
- 7. Special Event request from the Dania Beach Green Advisory Board for their Dania Beach Earth Day Clean-Up to be held at 300 North Beach Road on April 25, 2020 from 9:00 a.m. - 12:00 p.m. The applicant is requesting closure of the Pier to allow scuba divers accessibility to the reef surrounding the Pier. (*Parks & Recreation*)

8. Special Event request from Marine Industries Association of South Florida for their “24th Annual Plywood Regatta” to be held on April 4-5, 2020, at the north end of the Marina from 8:00 a.m. - 6:00 p.m. on Saturday and from 8:00 a.m. - 4:00 p.m. on Sunday. *(Parks & Recreation)*

4. PROCLAMATIONS

1. Women's History Month - Mayor Lewellen

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 February 25, 2020 City Commission Meeting

2. Travel Requests: None

3. RESOLUTION NO. 2020-025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO PURCHASE GASOLINE AND DIESEL FUEL FROM PORT CONSOLIDATED, INC. UNDER SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP GROUP BID NO. RFP E-13-17 VALID MARCH 15, 2020 THROUGH MARCH 14, 2022, IN AN AMOUNT THAT WILL EXCEED THE ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) EACH 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. *(Public Services)*

4. RESOLUTION NO. 2020-026

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

SERVICES FROM A.F.L.C. INC. IN THE AMOUNT OF TWENTY TWO THOUSAND NINE HUNDRED TWELVE DOLLARS (\$22,912.00) FOR THE DEMOLITION OF TWO BUILDINGS LOCATED AT THE BOISEY WAITERS PROPERTY LOCATED AT 1399 STIRLING ROAD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2020-027

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES TO BE PURCHASED FROM CALVIN, GIORDANO & ASSOCIATES, INC., TO PROVIDE DESIGN, PERMITTING, AND CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES FOR THE DANIA COVE DRAINAGE IMPROVEMENT PROJECT IN THE AMOUNT OF THIRTY THREE THOUSAND TWO HUNDRED EIGHTY FIVE DOLLARS (\$33,285.00); AUTHORIZING SUCH PURCHASE TO BE MADE WITHIN THE PUBLIC SERVICES DEPARTMENT’S BUDGET; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2020-028

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 THIRTY SEVEN THOUSAND FOUR HUNDRED DOLLARS (\$37,400.00) FOR PUBLIC SAFETY EQUIPMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(BSO Captain Marks)*

7. RESOLUTION NO. 2020-029

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING A CITY CEREMONIAL ITEMS POLICY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Commissioner James)*

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2020-006

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 4 “ALCOHOLIC BEVERAGES,” OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE II

“OPERATION REGULATIONS,” SECTION 4-18 “HOURS OF SALE” MODIFYING THE HOURS OF PACKAGE SALES FOR ALCOHOLIC BEVERAGES FOR OFF-SITE CONSUMPTION WHICH SALES ARE CONDUCTED AT A RETAIL GROCERY STORE USE WITH A MINIMUM 27,500 SQUARE FEET; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

2. ORDINANCE NO. 2020-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY ROD A. FEINER, ESQ., ON BEHALF OF 2750 GRIFFIN HOLDINGS, LLC, TO AMEND CHAPTER 28, “LAND DEVELOPMENT CODE,” OF THE CITY CODE OF ORDINANCES BY AMENDING PART 1 “USE REGULATIONS,” ARTICLE 105, “USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS,” SECTION 105-20 “LIST OF RESIDENTIAL AND OPEN SPACE DISTRICTS PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES” AND SECTION 105-220, “PRD-1 DISTRICT SUPPLEMENTAL REGULATIONS;” AMENDING PART 2, “SITE DEVELOPMENT REGULATIONS,” ARTICLE 205, “TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS,” SECTION 205-10(B) “PRD-1 AND MULTIPLE-FAMILY DISTRICTS;” PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

10. DISCUSSION AND POSSIBLE ACTION

1. Decorum Policy – Vice-Mayor Odman
2. Art in Public Places Committee - Commissioner James
3. Schedule City Commission Summer Break

11. COMMISSION COMMENTS

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

12. APPOINTMENTS

1. Complete Count Advisory Committee
Vice-Mayor Odman - 1 appointment
Commissioner Brandimarte - 2 appointments
Commissioner Harris - 2 appointments
Commissioner James - 1 appointment
2. Creative Arts Council Advisory Board
Commissioner Harris - 1 appointment
3. General Employees Pension Board
1 Commission Appointment to fill Scott Clark's unexpired term ending June 22, 2020
4. Green Advisory Board
Vice-Mayor Odman - 1 appointment
5. Police and Fire Pension Board
1 Commission Appointment to fill Scott Clark's unexpired term ending March 2023

13. ADMINISTRATIVE REPORTS

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

Thursday, March 12, 2020 - 5:30 p.m.

Tuesday, March 24, 2020 - 7:00 p.m.

Tuesday, April 28, 2020 - 5:30 p.m.

Tuesday, April 28, 2020 - 7:00 p.m.

CRA Board Workshop – Tax
Increment Financing
City Commission Meeting
CRA Board Meeting
City Commission Meeting

14. ADJOURNMENT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event request from the Dania Beach Green Advisory Board for their Dania Beach Earth Day Clean-Up to be held at 300 North Beach Road on April 25, 2020 from 9:00 a.m. - 12:00 p.m. The applicant is requesting closure of the Pier to allow scuba divers accessibility to the reef surrounding the Pier.

Purchasing Requests ONLY

Dept:

Acct #:

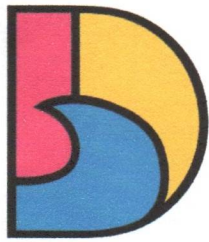
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to CC - Dania Beach Earth Day Clean-Up, Special Events Application - Dania Beach Earth Day Clean-Up, Earth Day Site Plan



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: March 10, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Eric Brown, Parks and Recreation Director *EB*

RE: Special Events Application Request for the Dania Beach Earth Day Clean-Up for April 25, 2020

REQUEST

A Special Event is requested by Alexandra Hiley on behalf of Dania Beach Green Advisory Board to have Dania Beach Earth Day Clean-Up on Saturday, April 25, 2020. The requested event will be held at Dania Beach located 300 North Beach Road, Dania Beach, FL 33004 from 9:00 a.m. to 12:00 p.m.

BACKGROUND

In celebration of Earth Month in April, the Dania Beach Green Advisory Board are requesting a special event for Dania Beach Earth Day Clean-Up. This is an event that is open to the public to volunteers and will allow clean-up efforts on the beach and reef area surrounding the pier. Closure of the pier is requested to allow scuba divers the accessibility around the reef surrounding the pier.

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 Zipoli	No concerns raised.	
BSO Police Dept. - Lt. Stallings	No concerns raised.	



DANIA BEACH
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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

Code Enforcement - Eric Walton	Copy of the proposed parking pass for approval.	
Community Dev. – Jack Fisher	Building Permits are not required. No concerns raised.	
Community Dev. - Corinne Lajoie	Able to recommend approval of the event with the following conditions: 1. Event ends at 10:00 a.m. 2. Fire Rescue detail is present 3. Resolution of the Green Advisory Board (scheduled for 02/19/2020) authorizing the event is needed before this item goes to the City Commission for approval. The Applicant and members of the Green Advisory Board are invited to make a presentation to the City Commission to inform the public of the event and gain community support and possible volunteers.	
City Attorney - Tom Ansbro	No concerns raised.	
HR/Risk Mgmt. – Kristin Milligan	No concerns raised.	
Parks & Recreation – Eric Brown	No concerns raised.	
Public Services	No concerns raised.	



City of Dania Beach

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

SPECIAL EVENTS APPLICATION – EVENTS ON PRIVATE / PUBLIC PROPERTY

Please PRINT or TYPE

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

Event Name, Date, and Time:

Dania Beach Earth Day Clean up - 4/25/2010 - 9am-12pm (flexible)

*Brief Description of the Event:

Clean up of Dania Beach and reef area surrounding pier

Address/Location of Event: Dania Beach

Event Coordinator: Alexandra Hiley

Telephone #1: 603-769-0824

E-mail Address: alexandrahiley@gmail.com

Telephone #2: _____

Fax: _____

Additional Contact Person for the Event: David Simone

Telephone #1: 954-837-3090

E-mail Address: _____

Telephone #2: _____

Fax: _____

Organization or Sponsor of Event: Dania Beach Green Advisory Board

Address: 100 W Dania Beach Blvd.

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

Telephone: N/A

Fax: N/A

Cell: N/A

Is this a Non-Profit Organization?



Yes



No

Tax ID #: N/A

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

N/A

Date of Incorporation: N/A

State of Incorporation: FL Florida

Federal ID #: N/A

Authorizing Official for the Organization: Lilli Schipper

Telephone #1: _____

E-mail Address: lillirachel@me.com

Telephone #2: _____

Authorizing Official for the Organization: _____

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

*Property Owner: Dania Beach

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

Is the letter attached? ☐ Yes ☒ No N/A

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

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

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

If so, Indicate the city location of last event: N/A

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

Number of Expected Daily Attendants: 20-30 (BSO or Fire Details may be required - refer to page 6)

Please indicate the duration of the event:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
<u>Saturday</u>	<u>4/25</u>	<u>9:00 am</u>	<u>12:00 pm</u>	<u>3</u>

Anticipated Date and Time to Begin Set-Up: 4/25 8:00 am

Anticipated Date and Time for Completion of Break-Down: 4/25 1 pm

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

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

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

Please identify the street name(s) and/or locations for closure requests: No roads, Dania Beach Pier

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 N/A

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
N/A	N/A	N/A	N/A	N/A

***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 N/A

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 N/A

****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 N/A

****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: N/A

*Will there be any carnival rides, mechanical or vehicular rides, or animal rides at this event?

☐ Yes ☒ No

*If yes, please describe: N/A

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 N/A

***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 N/A

***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 N/A

***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 N/A

***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 N/A

If so, How many? ☒ N/A

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

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

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

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

If yes, please explain: Closure of the Dania Beach Pier

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

Closure of the pier to make the reef surrounding the pier accessible to SCUBA divers for cleanup.

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$71.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

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

Signature of Applicant

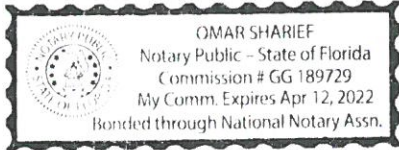
Title

Print name of Applicant

Date

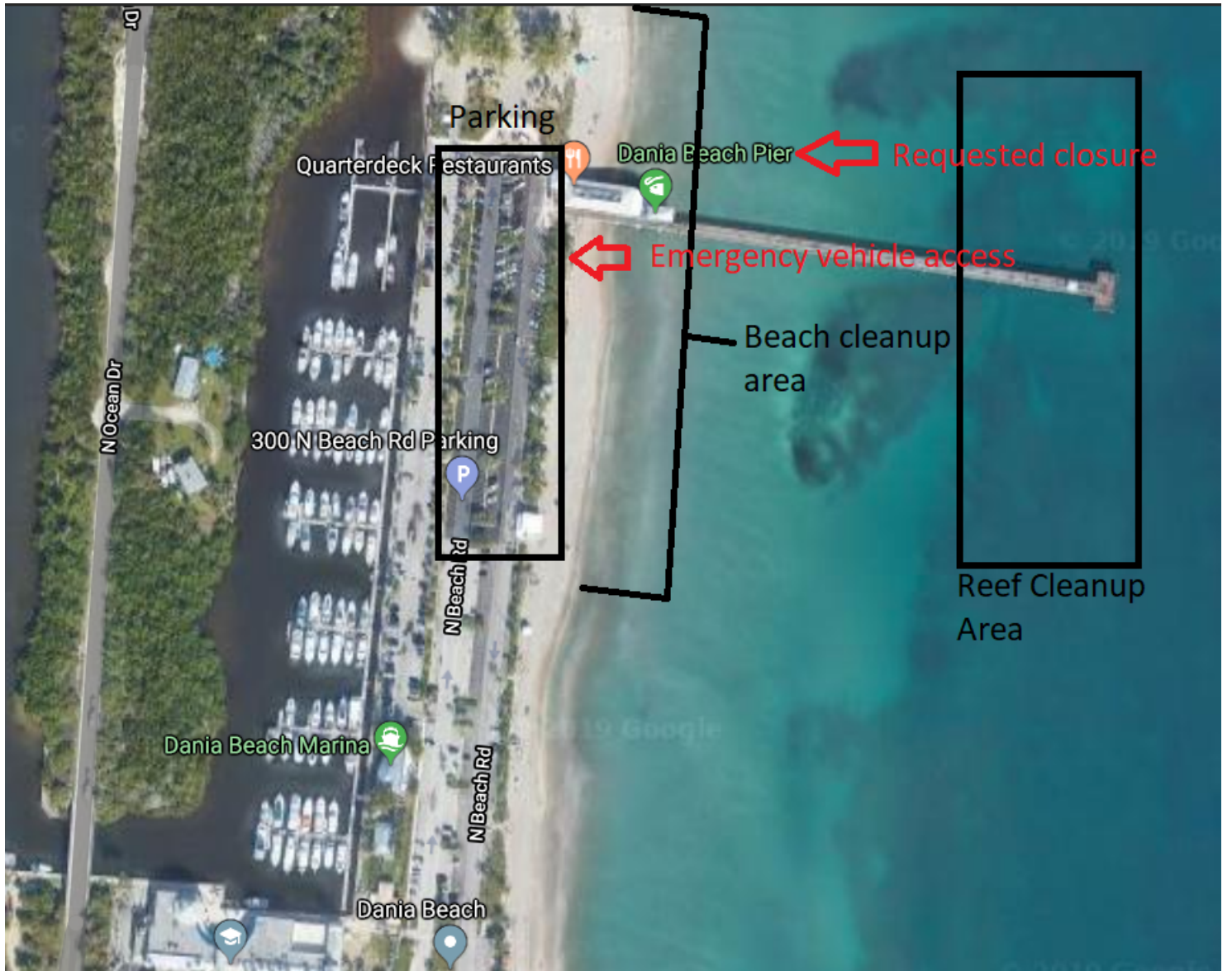
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on 10th of January, 2020,
by Alexandra Hiley, who is personally known to me, or, if not, such person produced the
following form of identification: FLORIDA DRIVERS LICENSE



NOTARY PUBLIC *[Signature]* *crab M*

My Commission expires: APRIL 12, 2022 *1200 at*
My Commission number: GG 189729 *from host*



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event request from Marine Industries Association of South Florida for their “24th Annual Plywood Regatta” to be held on April 4-5, 2020, at the north end of the Marina from 8:00 a.m. - 6:00 p.m. on Saturday and from 8:00 a.m. - 4:00 p.m. on Sunday.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to CC with Fire Review Report, Special Events Application - 24th Annual Plywood Regatta, 24th Annual Plywood Regatta - Site Plan



CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: March 10, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Eric Brown, Parks & Recreation Director *EB*

RE: Special Events Application Request for the 24th Annual Plywood Regatta scheduled for Saturday, April 4, 2020 & Sunday, April 5, 2020

REQUEST

A Special Event is requested by Nicole Hoekstra on behalf of Marine Industries Association of South Florida to have the 24th Annual Plywood Regatta on Saturday, April 4, 2020 and Sunday, April 5, 2020. The requested event will be held at 101 N. Beach Road, Dania Beach, FL 33004 (North end of Dania Beach Marina) from 8:00 a.m. to 6:00 p.m. on Saturday, April 4, 2020 and from 8:00 a.m. to 4:00 p.m. on Sunday, April 5, 2020.

BACKGROUND

This is a two-day event filled with boat building competitions that introduces the youth and community alike to the craft of boat building and exposure to the marine industry. This event is being utilized as a fundraiser for the marine industry educational programs in South Florida.

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 Zipoli	<i>See attached Fire Review</i>	
BSO Police Dept. - Lt. Tarala	No concerns raised.	
Code Enforcement - Eric Walton	Parking passed approved. No other concerns raised.	

Community Dev. - Jack Fisher	Building Permits are required. Building, Electrical, and Plumbing.	
Community Dev. - Corinne Lajoie	No concerns raised.	
City Attorney - Tom Ansbro	No concerns raised.	
HR/Risk Mgmt. – Kristin Milligan	Certificate of Insurance for food trucks needed. What is the name of the security company? What will they be doing? Certificate of Insurance for security company needed also. No other concerns raised.	
Parks & Recreation –Eric Brown	No concerns raised.	
Public Services – Fernando J. Rodriguez	No concerns raised.	



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

103 West Dania Beach Blvd. • Dania Beach, Florida 33004

Office: (954)342-4262 • Fax: (954)342-4265

SPECIAL EVENT APPLICATION REVIEW / COMMENTS

Event Name: **24th Annual Plywood Regatta**

Event Date(s): Saturday April 4th and Sunday April 5th, 2020

Event Location: 101 N. Beach Road (N. end of Marina)

Event Reviewed By: David Zipoli Date of Review: 2/19/2020

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

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

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

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

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

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

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

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

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

- ☒ **Generator Permits May Be Required** – Confirm with City of Dania Beach Building Department for determination.
- ☒ **Power cords** shall be sufficiently protected from water and shall not create a trip hazard for patrons and/or event workers.
- ☐ **Gas Grills** (other than those with a UL Listing and typically bought at Home Depot, Lowes, etc. for home grilling, non-commercial use) must be permitted and pass a fire inspection and drop test (performed by a licensed Gas Company). Obtain permits from the City of Dania Beach Building Department.
- ☐ **LP Gas Containers** must be secured in an approved method and cordoned off from patron access in an approved method. The LP Gas containers must be a minimum of 10 feet from any heat source or open flame. "NO SMOKING" signs shall be posted at all LP Gas Container locations.
- ☐ **Fire Department Access (or additional access) required** - Contact the Fire Marshal's Office at (954)342-4262.
- ☐ **Street Closure Conflict** - Contact the Fire Marshal's Office at (954)342-4262.
- ☐ **Fenced Area Conflict** - Contact the Fire Marshal's Office at (954)342-4262.
- ☐ **Stages** - Identify the type of construction (Wood, Metal, Stage made from a Trailer, etc.). Plans & Permits may be required.
- ☐ **Grandstands / Bleachers** - Identify the type of construction (Wood, Metal, Grandstands/Bleachers made from a Trailer, etc.) (Plans & Permits may be required)
- ☒ **Any trailer or vehicle used in the preparation of food that creates grease laden vapors** must have a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor

☒ **Grease Fryers**

Grease Fryers are not permitted indoors unless they are protected with an approved a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor.

Grease Frying Areas must have a Class K Fire Extinguisher that has is currently certified and tagged by a licensed company. Any grease frying area that does not have a currently certified and tagged Class K Fire Extinguisher will not be permitted to operate or be put in use. All grease fryers must be secured in an area located away from the general public access.

- ☒ **Food Trucks** that utilize cooking appliances for foods that create grease-laden vapors must be equipped with a currently certified and tagged Automatic Fire Suppression System and must pass a fire inspection prior to use.

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

- ☐ **No overnight lodging** is permitted at the event unless the lodging is in an "RV" or other approved accommodation and the location of the "RV" or other accommodation has been approved by the Fire Marshal's Office.
- ☐ **Amusement Rides must be currently tagged** by the Florida Department of Agriculture & legible copies of the amusement ride inspections shall be provided to the Fire Marshal's Office at the time of Fire Inspection. Any amusement ride that does not pass Florida Department of Agriculture Inspection(s), City Electrical Inspection(s) and Fire Inspection(s) shall not be permitted to open. Those rides not passing any of the above inspections shall remain closed to patrons until such time as the inspections have been approved. The rides shall be cordoned off with Fire Line Tape

☐ Each individual amusement ride must have a dedicated fire extinguisher. The fire extinguisher(s) must be commercial, "ABC" Multi-purpose type fire extinguisher(s) (Minimum 5 lbs.), and be currently tagged and certified by a Florida-licensed fire extinguisher contractor. The fire extinguisher(s) must be easily accessible and not obscured from view.

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

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

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

☐ Other Requirements and/or Special Notes:

INSPECTION AND/OR DETAIL REQUIREMENTS

Pre-Event Inspections Required:

☐ NO ☒ YES

☐ N/A ☐ (Dates & Times): Saturday April 5, 2020 7:00am-11:00am

TYPE OF INSPECTION REQUIRED:

☐ Normal Inspection Hours

☒ After-Hours (4-Hours or Less)

☐ After Hours (Greater than 4 Hours)

Fire Inspector Stand-By Detail Required:

☒ NO ☐ YES

☐ N/A ☐ (Dates & Times): _____

Operational Detail Required:

☒ NO ☐ YES

Type: _____

Dates & Times: _____

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



City of Dania Beach

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:

24th Annual Plywood Regatta

*Brief Description of the Event:

Two day boat building competition that introduces youth and community to the craft of boatbuilding & the marine industry. Fundraiser for marine industry education programs in South Florida.

Address/Location of Event: 101 N. Beach Road - North end of Dania Beach Marina

Event Coordinator: Nicole Hoekstra

Telephone #1: 954-524-2733

E-mail Address: nicole@miasf.org

Telephone #2: 954-326-0677

Fax: n/a

Additional Contact Person for the Event: Patience Cohn

Telephone #1: 954-524-2733

E-mail Address: patience@miasf.org

Telephone #2: 954-826-8359

Fax: n/a

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

Address: 221 SW 3rd Avenue

City, State, Zip Code: Fort Lauderdale, FL 33312

Telephone: 954-524-2733

Fax: _____

Cell: _____

Is this a Non-Profit Organization? ☒ Yes

☐ No

Tax ID #: 59-1172985

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

Marine Industries Association of South Florida

Date of Incorporation: 1967

State of Incorporation: Florida

Federal ID #: 59-1172985

Authorizing Official for the Organization: Jim Haugle

Telephone #1: 954-632-3636

E-mail Address: mayorjames@aol.com

Telephone #2: _____

Authorizing Official for the Organization: Doug West

Telephone #1: 954-713-0333 E-mail Address: dwest@laurerdalemarinecenter.com
Telephone #2: _____

*Property Owner: City of Dania Beach

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

Is the letter attached? ☐ Yes ☒ No

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

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

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

If so, Indicate the city location of last event: 101 N. Beach Road

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

Number of Expected Daily Attendants: 300 (BSO or Fire Details may be required - refer to page 6)

Please indicate the duration of the event:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
<u>Saturday</u>	<u>April 4</u>	<u>8:00 am</u>	<u>6:00 pm</u>	<u>10</u>
<u>Sunday</u>	<u>April 5</u>	<u>8:00 am</u>	<u>4:00 pm</u>	<u>8</u>

Anticipated Date and Time to Begin Set-Up: Friday, April 3rd @ 8 am

Anticipated Date and Time for Completion of Break-Down: Monday, April 6th @ 1 pm

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

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

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

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

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

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

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

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

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

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

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

*Will electricity be required for this event?

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

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

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

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

Please indicate the type (Band, DJ, Live Performers, etc.): mic & speakers for announcements

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: one food truck on site

****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); # _____

Food truck

****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? 2 ☐ N/A

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

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

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

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

If yes, please explain: _____

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

MIASF contracts with a private security company for this event.

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$71.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

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

Patience Cohn

Signature of Applicant

Industry Liaison

Title

Patience Cohn

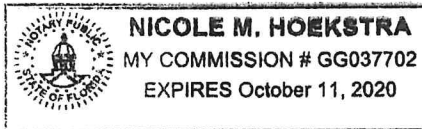
Print name of Applicant

2/3/20

Date

STATE OF FLORIDA
COUNTY OF BROWARD

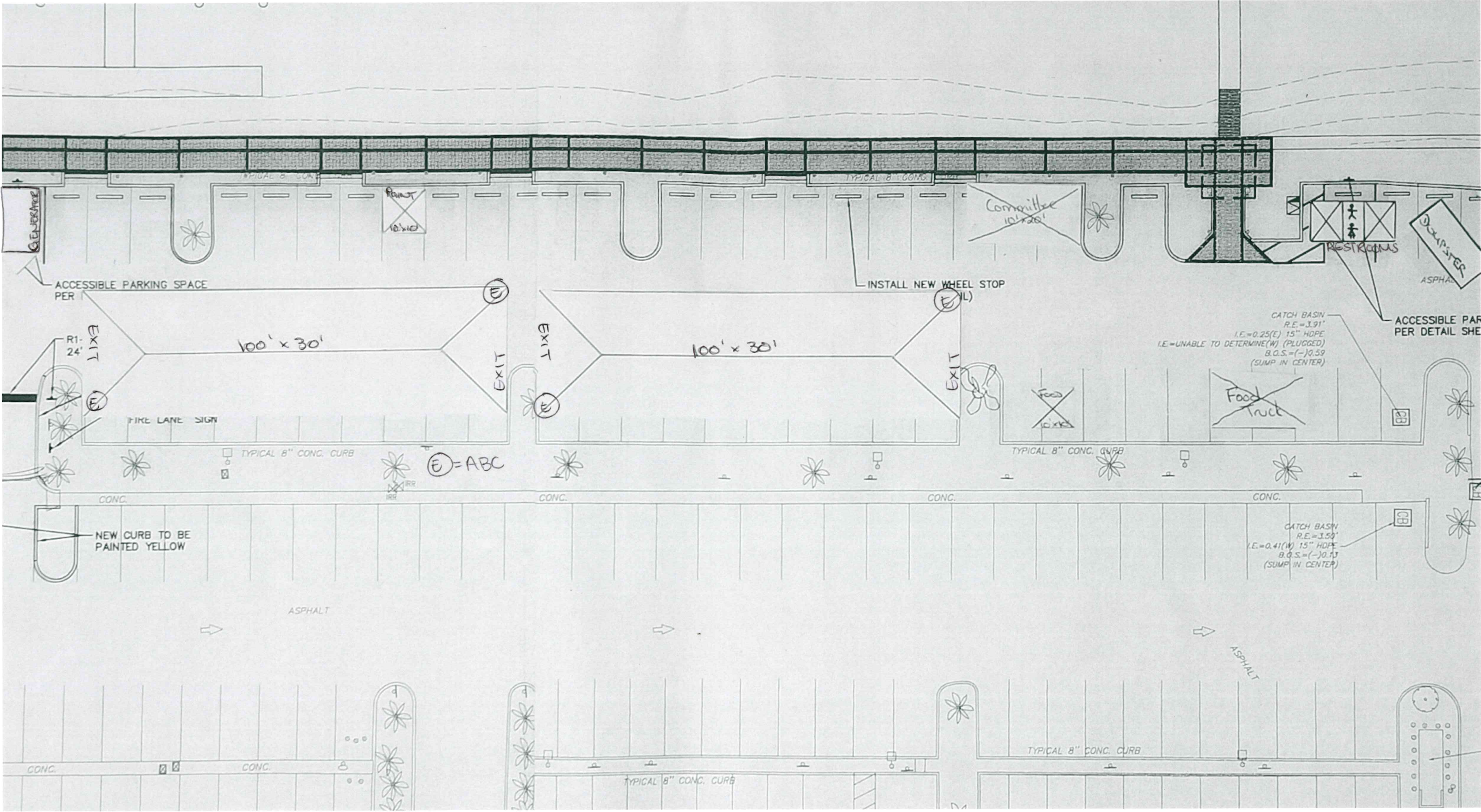
The foregoing instrument was acknowledged before me on February 3rd, 2020.
by Patience Cohn, who is personally known to me, or, if not, such person produced the
following form of identification: _____.



NOTARY PUBLIC

Nicole M. Hoekstra
My Commission expires: October 11, 2020

My Commission number: GG037702



Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, American women have led movements for social and economic justice, made groundbreaking scientific discoveries, enriched our culture with stunning works of arts and literature, and charted bold directions in our foreign policy. American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, American women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, women influential in Dania Beach's history, such as E.L. (Vera) Hill (the first female elected to the Dania Beach City Commission and the first female Mayor, appointed by the Commission), Mildred Jones (community activist), June Silvernale (the first female elected to the Port Everglades Commission), Rose Lizana (Publisher of Dania Beach Press), and Ana M. Garcia (the first female City Manager of the City of Dania Beach) are just a few of the great women who helped change and shape the landscape of this great City; and

WHEREAS, accounts of the lives of individual women are critically important because they reveal exceptionally strong role models who share a more expansive vision of what a woman can do. Stories of women's lives, and the choices they made, encourage girls and young women to think larger and bolder, and give boys and men a fuller understanding of the female experience. Knowing women's achievements challenges stereotypes and upends social assumptions about who women are and what women can accomplish; and

WHEREAS, this year's theme, "Valiant Women of the Vote" honors the brave women who fought to win suffrage rights for women, and the women who continue to fight for the voting rights of others. This year marks the 100th Anniversary of Amendment 19, which gave women the right to vote.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Lori Lewellen, Mayor of the City of Dania Beach, Florida, do hereby proclaim March, 2020 as:

WOMEN'S HISTORY MONTH

and encourage all residents of Dania Beach to recognize and celebrate the many ways that women's history has become woven into the fabric of our national story.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



LORI LEWELLEN
MAYOR

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, FEBRUARY 25, 2020 – 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 Dania Pointe update by Kim Butler, Director of Marketing, Dania Pointe

Ms. Butler gave an update on grand openings, construction projects in progress, and recent and upcoming activities and events at Dania Pointe. She noted they have started a strategic marketing plan.

3.2 Key mid-year updates – Assistant City Manager Sosa-Cruz

Assistant City Manager Sosa-Cruz provided updates on street lighting and speed humps.

Commissioner Brandimarte felt if we need a speed hump immediately, we should do it right away and not wait until after we correct existing speed humps.

Commissioner James noted she forwarded emails to staff regarding speed humps on SW 54th Court; this is a safety concern and she does not want to wait to address this. Her recommendation to the Commission is to amend the speed hump plan.

Vice-Mayor Odman confirmed we would address needs as they arise, parallel to the corrective action taken on existing speed humps.

Mayor Lewellen felt it might be beneficial to package sidewalks, speed humps and street lighting together, as they are all public safety concerns.

Assistant City Manager Sosa-Cruz continued with the update and addressed the Southeast Drainage Project Phase II, tying-in our security cameras with the Real Time Crime Center in Fort Lauderdale, and the FAU partnership to incorporate a parking garage as part of the Beach Redevelopment Plan Phase 2.

Commissioners James and Brandimarte questioned whether the loss of parking spaces resulting from pushing the dunes back was included in the original plan.

Assistant City Manager Sosa-Cruz explained the challenge we are facing with the current lack of parking at the beach.

- 3.3 Special Event Request from the Community Redevelopment Agency for the "Dania Beach 2020 Arts and Seafood Celebration", to be held on March 28-29, 2019, at Frost Park from 11:00 a.m. - 8:00 p.m. on Saturday and from 11:00 a.m. - 6:00 p.m. on Sunday. The applicant is requesting BSO Police and Fire Services, and road closure for Fronton Boulevard from N.E. 2nd Street to N.E. 1st Street.

Commissioner James motioned to approve the Special Event request for the 2020 Arts and Seafood Celebration, including BSO services and road closure; seconded by Commissioner Brandimarte. The motion carried unanimously.

- 3.4 Special Event request from UniteUs Group for their FemAle Brew Fest Pioneering Craft Beer Festival Celebrating Women in Brewing to be held at Dania Pointe, 139 S. Compass Way, on March 21, 2020 from 1:00 p.m. - 6:00 p.m.

Commissioner James motioned to approve the Special Event request for the FemAle Brew Fest Pioneering Craft Beer Festival; seconded by Commissioner Harris. The motion carried unanimously.

4. Proclamations

There were no proclamations at this meeting.

5. Citizen Comments

Laura Lombardo, 1401 NW 10th Street, spoke of the Dania Beach Historical Society and encouraged anyone interested in joining to attend the March 3rd meeting.

DonElla Reddick, a teacher at Olsen Middle School, and Audrey Warren, event planner, spoke about their Tea Party event and invited everyone to join them on March 7th.

Christine Douglas, 4665 SW 38 Terrace, spoke about a road sign being down in the median on Griffin Road.

Roberta Boles spoke about being displaced and being denied admission to Saratoga Crossings; she asked the Commission for assistance.

Marge Perry, 5521 SW 44 Terrace, expressed her disappointment with the City Commission relative to new development in her neighborhood.

Christine Musial, 5414 SW 44th Terrace, thanked BSO for their enforcement and the City for no parking signs in her neighborhood.

Mark Bartlett, 2726 Treasure Cove Circle, spoke about commercial vehicles parking in a vacant lot at the Yacht Club at Treasure Cove at SW 45th Street and SW 27th Street. The City erected no parking signs and is now ticketing those parking in this area. They need the parking for their neighborhood and he requested the signs be removed.

6. Public Safety Reports

BSO Lt. Jason Tarala noted Deputy Hoff is coming back to the district, and reported on recent criminal activity in the City.

Captain Sergio Pellecer, BSO District Fire Chief, gave an update on the efforts underway to reestablish our ISO rating, plans for employee of the month presentations at Commission meetings, and the Stop the Bleed training sessions held last week at City Hall.

7. Consent Agenda

Items removed from Consent Agenda: #7.5

7.1 Minutes:
Approve Minutes of February 11, 2020 City Commission Meeting

7.2 Travel Requests: None

Resolutions

7.3 RESOLUTION #2020-020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE AND EXECUTE DEDUCTIVE CHANGE ORDER NO. 1 IN THE AMOUNT OF SIXTY THOUSAND NINETY THREE DOLLARS AND NINETY FIVE

CENTS (\$60,093.95) TO HINTERLAND GROUP, INC. FOR THE PURCHASE OF PARTS AND LABOR FOR LIFT STATIONS 5, 7, AND 10; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.4 RESOLUTION #2020-021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY VARIOUS CITY DEPARTMENTS FOR SERVICES TO BE PURCHASED FROM DECOTA CONSTRUCTION, INC., FOR VARIOUS CONSTRUCTION PROJECTS FOR FISCAL YEAR 2019-2020 (ENDING SEPTEMBER 30, 2020), THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.6 RESOLUTION #2020-023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, OPPOSING SENATE BILL 1128/HOUSE BILL 1011, PREEMPTING THE REGULATION OF VACATION RENTALS TO THE STATE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Mayor Lewellen)*

Vice-Mayor Odman motioned to adopt the Consent Agenda, with the exception of Item #7.5; seconded by Commissioner Harris. The motion carried unanimously.

7.5 RESOLUTION #2020-022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE CITY ADMINISTRATION FOR SERVICES TO BE PURCHASED FROM LYLE SUMEK ASSOCIATES, INC., FOR PROFESSIONAL SERVICES RELATED TO DEVELOPING A STRATEGIC MASTER PLAN FOR FISCAL YEAR 2019-2020 (ENDING SEPTEMBER 30, 2020), THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASE TO BE MADE WITHIN THE CITY MANAGER'S ANNUAL BUDGET APPROPRIATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager)*

City Attorney Ansbro read the title of Resolution #2020-022.

Commissioner James felt we should not limit the citizen input to 7-10 people.

City Manager Garcia noted she would speak with the strategic planner; she felt we do not have to limit it and we will open it up to the public.

Commissioner James motioned to adopt Resolution #2020-022; seconded by Vice-Mayor Odman. The motion carried unanimously.

8. Bids and Requests for Proposals

8.1 RESOLUTION #2020-024

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO AWARD REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 19-014 FOR ENGINEERING CONSULTING SERVICES FOR DESIGN CRITERIA DEVELOPMENT RELATED TO THE SOUTHEAST DRAINAGE PROJECT – PHASE II TO WSP USA, INC.; PROVIDING CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

City Attorney Ansbro read the title of Resolution #2020-024.

Commissioner James motioned to adopt Resolution #2020-024; seconded by Commissioner Harris. The motion carried unanimously.

9. Public Hearings and Site Plans

City Attorney Ansbro advised items 9.1 through 9.4 were quasi-judicial hearings and swore-in those who would speak. He asked the Commission to disclose any communication they had on these matters.

9.1 ORDINANCE #2020-004

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST, MADE BY LEIGH ROBINSON KERR & ASSOCIATES, INC. AND GREENSPOON MARDER, ON BEHALF OF BEJL 4200 REAL ESTATE, LLC, FOR A REZONING (RZ-131-19) AND FLEXIBILITY UNITS ALLOCATION (OT-139-19) FOR PROPERTIES GENERALLY LOCATED AT 4200 SW 54TH COURT IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTIES FROM COMMUNITY FACILITIES (CF) AND SINGLE-FAMILY 8000 RESIDENTIAL DISTRICT (RD-8000) TO MULTIPLE-FAMILY (25 DU/AC) RESIDENTIAL DISTRICT (RM-2), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Continued from February 11, 2020) (Community Development)*

9.2 RESOLUTION #2020-017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-132-19) SUBMITTED BY LEIGH ROBINSON KERR & ASSOCIATES, INC. AND GREENSPOON MARDER, ON BEHALF OF BEJL 4200 REAL ESTATE, LLC, FOR PROPERTIES GENERALLY LOCATED AT 4200 S.W. 54th COURT IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from February 11, 2020) (Community Development)*

9.3 RESOLUTION #2020-018

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE PLAT NOTE AMENDMENT DELEGATION REQUEST (PL-130-19) SUBMITTED BY LEIGH ROBINSON KERR & ASSOCIATES, INC. AND GREENSPOON MARDER, ON BEHALF OF BEJL 4200

REAL ESTATE, LLC FOR PROPERTY LOCATED AT 4200 SW 54 COURT IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from February 11, 2020) (Community Development)*

City Attorney Ansbro read the titles of Ordinance #2020-004, Resolution #2020-017 and Resolution #2020-018 as they relate to the same property.

Corinne Lajoie, Planning & Zoning Manager, gave a presentation on the rezoning and flexibility units allocation, site plan, and plat note amendment requests.

Mayor Lewellen opened the Public Hearings.

Steven Goldberg, 4010 SW 54 Court, spoke in support of the project.

Laurie Ann Groover, 5451 SW 44th Avenue, spoke of the meetings with the developer and said there were not negotiations and no compromise was reached. She noted she surveyed her neighborhood, which included an analysis of the traffic study prepared for DB 54 Residences, which is attached to and incorporated into these minutes. She asked for a negotiation meeting among the residents, the developer and the Commission, and that the Commission vote to disapprove tonight.

Nancy Self, 5531 SW 44th Terrace, spoke of her questions and concerns about children walking past the two proposed retention ponds. She questioned whether there are laws requiring a fence or wall around retention ponds.

Planning & Zoning Manager Lajoie noted there is no law or requirement to have a wall or fence.

Lynn Domiano, 4481, SW 54 Court, referred to a traffic study completed by the developer on August 27, 2019. She stated she would like the Commission to review it before considering approval of these items as it is inclusive because it was performed prior to the opening of the Guitar Hotel and Ghost Bar night club on 441 and 54th Avenue.

Fritz Moore, 4249 SW 54th Court, spoke in opposition to the development.

Mayor Lewellen recessed the meeting at 8:26 p.m. and reconvened the meeting at 8:37 p.m. with all present as before.

Alice Turner, 4465 SW 54th Court, spoke of the traffic study conducted and in opposition to the development.

Laydin Escobar, 5531 43rd Terrace, spoke in opposition to the development due to traffic concerns.

Artie Fraser, 3911 SW 56 Street, noted a lot of the concerns expressed by the residents have nothing to do with this development and the developer is committed to bringing a lot of good things to the neighborhood.

Dennis Mele, Greenspoon Marder, representing the applicant, gave a brief presentation on the site plan, particularly the cul-de-sacs, and addressed the concerns expressed by the residents.

Vice-Mayor Odman questioned the requirements for the lakes.

Attorney Mele explained the design standards applicable to all retention lakes.

Commissioner Brandimarte spoke of the lakes at Meadowbrook.

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

Commissioner Harris motioned to adopt Ordinance #2020-004, on second reading; seconded by Commissioner Brandimarte. The motion carried on the following 4-1 Roll Call vote:

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

Vice-Mayor Odman motioned to adopt Resolution #2020-017; seconded by Commissioner Harris. The motion carried on the following 4-1 Roll Call vote:

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

Vice-Mayor Odman motioned to adopt Resolution #2020-018; seconded by Commissioner Harris. The motion carried on the following 4-1 Roll Call vote:

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

9.4 ORDINANCE #2020-005

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST, MADE BY 2900 SW 45TH DANIA BEACH, LLC, FOR A REZONING (RZ-103-19) AND FLEXIBILITY UNITS ALLOCATION (OT-164-19) FOR PROPERTIES GENERALLY LOCATED AT 2900 SW 45TH STREET IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A," A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTIES FROM SINGLE-FAMILY 6000 RESIDENTIAL DISTRICT (RS-6000) TO PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD-1), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

City Attorney Ansbro read the title of Ordinance #2020-005.

Corinne Lajoie, Planning & Zoning Manager, noted the applicant was not in attendance and had asked that the item be continued until the March 10th meeting.

Mayor Lewellen opened the Public Hearing.

Eric Horbaly, 4448 SW 28th Terrace, spoke in opposition to the rezoning request.

Commissioner James questioned if this item had to be continued; she does not want to continue it.

Commissioner Brandimarte agreed with Commissioner James.

Planning & Zoning Manager Lajoie explained the applicant apologized for the conflict and noted her conversation with him at the Planning and Zoning Board meeting regarding the item being heard at tonight's meeting.

City Attorney Ansbro explained the two ways of handling this item. The Commission could approve the item on first reading and completely hear it on second reading, with a full public hearing or they could vote no now, which would preclude the item from coming back for one year.

Mayor Lewellen noted she has legality concerns of a last minute request for a continuance.

Planning & Zoning Manager Lajoie gave an overview of the rezoning and flexibility units allocation requests.

Commissioner James questioned if SW 28 Terrace is a one-way street.

Planning & Zoning Manager Lajoie explained the road is narrow; as part of the plat, the applicant is dedicating right-of-way for the road.

Richard Walser, 2809 SW 46th Street, spoke in opposition to the rezoning request because of the high density and the lack of notice given for this item.

Joseph Menda, 4541 SW 28th Terrace, noted he lives two houses south of the proposed development and spoke in opposition to it.

Juliana Genovese, 4609 SW 28th Avenue, spoke in opposition to this item.

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

Mayor Lewellen questioned who the notices were mailed to and how they were delivered.

Planning & Zoning Manager Lajoie responded the applicant was instructed to mail the notices to those within 450 feet of the property. She clarified access to the property would be off of 45th Street. The property today is zoned single-family and they are asking for four flex units. If there is no rezoning, 12 single-family homes could be built on the property.

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

Commissioner James motioned to deny Ordinance #2020-005, on first reading; seconded by Vice-Mayor Odman. The motion carried on the following 5-0 Roll Call vote:

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

10. Discussion and Possible Action

10.1 Decorum Policy - Vice-Mayor Odman

Vice-Mayor Odman referenced the draft policy included in the backup and felt it would be best practices to provide the rules to the public. She noted she wants to make sure she has Commission buy-in, and questioned where the policy would be placed.

City Attorney Ansbro responded at the top of the agenda.

Vice-Mayor Odman asked if she has buy-in from the Commission.

Mayor Lewellen felt we need something more than having it printed on the agenda.

City Attorney Ansbro spoke about handouts.

Mayor Lewellen questioned if it could be posted on the television screens in the chamber and added she wants to make sure we are not treading on anyone's rights.

City Attorney Ansbro explained more of the procedure and process of removing someone from a room.

Mayor Lewellen felt we need multiple places where it is available, on the screens in the Chamber, on the table outside of the Chamber, and reinforcement at the meetings.

Commissioner James said to put the sign on the door as it would not matter if you do not enforce it. If we are going to do this, we have to make sure it is enforced properly with everyone. She is not sure who will do the enforcing.

Mayor Lewellen felt enforcement would not be a problem now with having a policy that addresses it.

Commissioner Brandimarte noted she is not bothered by people who clap. The one thing missing is addressing someone in the audience who addresses one specific Commissioner.

Vice-Mayor Odman said this is not an attempt to silence anyone; it is just for a more orderly meeting. She will take the feedback and tweak the policy.

The Commission consensus was for the City Attorney to draft the policy for the next agenda.

Commissioner James asked if it has to be by ordinance or resolution.

City Attorney Ansbro said he would tweak it and bring it back for consensus on the next agenda.

10.2 Policy for Proclamations and Keys - Commissioner James

Mayor Lewellen suggested placing this on the next agenda since she received the backup late and has not had time to read it.

Commissioner James said she will eventually want to bring this back as a formal resolution. She asked any Commissioner who has read it to comment.

Commissioner Brandimarte felt the word dignitaries should be removed and replaced with citizens. She wants to give it to people who pay our taxes.

Mayor Lewellen requested that the Commission discuss this at the next meeting.

Vice-Mayor Odman noted she went through the policy and looks forward to more discussion at the next meeting.

Mayor Lewellen said she is not prepared to discuss what should be included and not included. It is more appropriate to table this and come back next time; if we have suggestions, perhaps we can send them to the City Attorney or we can make those suggestions at the next meeting.

Commissioner James proposed the Commission send their suggestions to City Attorney Ansbro; she will get with him, and she will bring this back as an item to be voted on at the next meeting.

City Attorney Ansbro said there were eight responses from other cities that he would send to the Commissioners. They could pick out good ideas, send them to him, and he would work with Commissioner James. She would come back in two weeks with something she proposes.

10.3 SW 54th Court speed humps - Commissioner James

Commissioner James said she wants approval from the Commission to install speed humps on SW 54th Court.

City Manager Garcia noted she wants to be sure the Commission supports a not-to-exceed amount; two speed bumps would likely be an amount not-to-exceed \$10,000.00.

The Commission consensus was to install two speed humps at a cost not-to-exceed \$10,000.00.

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte noted she did not like the comment made earlier where Dania Beach was referred to as Dania Pointe Beach.

11.2 Commissioner Harris

Commissioner Harris spoke of his experience on the panel at the South Florida Realtor's Association meeting regarding development and growth. He noted the MPO elected officials roundtable has been renamed to the Metropolitan Transportation Engineering and Construction Cooperative in an effort to speed up the one penny sales tax initiative. On April 22nd, there will be a transportation summit at Le Meridien Hotel that is open to the public. He spoke of attending the 111th Anniversary celebration at Mount Zion Church.

11.3 Commissioner James

Commissioner James noted she was confused about the joint meeting with Hollywood being canceled, and requested scheduling that would allow for everyone's attendance. She thanked Parks & Recreation for initiating the Youth Advisory Council, and noted she would be attending the Hispanic Vote event to be held at Tropical Acres on February 26th.

11.4 Vice-Mayor Odman

Vice-Mayor Odman commented on Justin Flippen, Mayor of Wilton Manors.

11.5 Mayor Lewellen

Mayor Lewellen had no comments.

12. Appointments

12.1 Complete Count Advisory Committee

Mayor Lewellen appointed: Bishop Gary Emerson Scott

12.2 Creative Arts Council Advisory Board – no appointments

12.3 General Employees Pension Board – no appointments

12.4 Green Advisory Board – no appointments

12.5 Police and Fire Pension Board – no appointments

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

13. Administrative Reports

13.1 City Manager

City Manager Garcia expressed condolences to Mayor Flippen’s family.

City Manager Garcia reviewed the information included in the agenda packet and commented on the Youth Advisory Board and Strategic Master Plan. She noted the consultant would provide three new dates for scheduling one-on-one telephone calls with individual Commissioners.

13.2 City Attorney

City Attorney Ansbro commented he sent to the Commission information on Art in Public Places and noted it would be placed on the next agenda for discussion. He also noted the new Assistant City Attorney would begin working next week.

13.3 City Clerk – Reminders

Tuesday, March 10, 2020 - 5:30 p.m.
Tuesday, March 10, 2020 - 7:00 p.m.
Thursday, March 12, 2020 - 5:30 p.m.

CRA Board Meeting
City Commission Meeting
CRA Board Workshop – Tax
Increment Financing

14. Adjournment

Mayor Lewellen adjourned the meeting at 9:54 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 PROPER CITY OFFICIALS TO PURCHASE GASOLINE AND DIESEL FUEL FROM PORT CONSOLIDATED, INC. UNDER SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP GROUP BID NO. RFP E-13-17 VALID MARCH 15, 2020 THROUGH MARCH 14, 2022, IN AMOUNT THAT WILL EXCEED THE ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS (\$25,00.00) EACH YEAR THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASING 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 #:

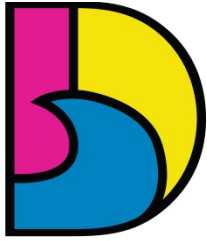
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo- Port Consolidated Fuel and Diesel SFGP CO-Op Contract No. RFP E-13-17 Renewal.doc, R-2020- Port Consolidated Contact Renewal (SE FL Purchasing Co-Op piggyback) and Exceed \$25K, Exhibit A- Southeast Florida Governmental Purchasing Co-Operative Group Contract No. RFP E-13-17 03 15 20 03 14 22



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: March 10, 2020

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

**RE: PORT CONSOLIDATED, INC., SOUTHEAST FLORIDA PURCHASING CO-OP GROUP BID CONTRACT
NO. RFP E-13-17 AGREEMENT RENEWAL**

Request

The Public Services Department (PSD) requests authorization to piggyback on the City of Pompano Beach's "Southeast Florida Governmental Cooperative Group (SEFGCG) Invitation to Bid (ITB) No. RFP E-13-17" effective March 15, 2020, through March 14, 2022, with Port Consolidated, Inc. In addition, the PSD requests authorization to exceed the annual vendor threshold of \$25,000 for fiscal year 2019-2020, and for as long as the contract remains in effect, currently through March 14, 2022.

Background

Port Consolidated, Inc. (Port), has provided reliable, responsive, and effective fuel services to the City since 2017, especially during hurricane season and for special fueling requests. Leveraging Pompano Beach's SEFGCG contract allows the City to continue using Port for fuel services. PSD also requests approval to use Port for the duration of the contract (March 14, 2022), as long the vendor remains in good standing and as long as the agreement with the City of Pompano Beach under the SEFGCG remains in force and active.

Budgetary Impact

Funding for this project will be appropriated from respective departmental and divisional operating "supplies gasoline and diesel fuel" 52-10 accounts approved in the FY20 budget and each annual budget, and will exceed the annual \$25,000 threshold each fiscal year the contract is in place.

Recommendation

PSD recommends authorization to use the Pompano Beach SEFGCG renewal agreement with Port Consolidated, Inc., and authorization to exceed the annual \$25,000 threshold through the duration of the contract, currently March 14, 2022, as long as the contractor remains in good standing and the contract remains in place.

RESOLUTION NO. 2020-025

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO PURCHASE GASOLINE AND DIESEL FUEL FROM PORT CONSOLIDATED, INC. UNDER SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP GROUP BID NO. RFP E-13-17 VALID MARCH 15, 2020 THROUGH MARCH 14, 2022, IN AN AMOUNT THAT WILL EXCEED THE ANNUAL VENDOR THRESHOLD OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) EACH YEAR THE CONTRACT IS IN PLACE; AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Public Services Department has determined that it is necessary to purchase gasoline and diesel for the City's vehicle and equipment fleet; and

WHEREAS, the City of Pompano Beach renewed the existing Southeast Florida Government Purchasing Co-op Group BID No, RFP E-13-17 with Port Consolidated, Inc. which expires on March 14, 2020; and

WHEREAS, the two (2) year renewal becomes effective March 15, 2020 through March 14, 2022, without any cost increase; and

WHEREAS, City Administration recommends the existing agreement with Port Consolidated, Inc. be renewed to provide unleaded gasoline and diesel fuel; and

WHEREAS, Port Consolidated, Inc. expenditures are anticipated to exceed the City vendor threshold of Twenty-Five Thousand Dollars (\$25,000.00);

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

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

Section 2. That the proper City officials are authorized to execute a renewal of an existing Agreement with Port Consolidated, Inc., for unleaded gasoline and diesel fuel, a copy of which renewal document is attached as Exhibit “A” and is incorporated into this Resolution by this reference.

Section 3. That all Departments’ purchases for Port Consolidated, Inc. shall be subject to and made within the respective Departments’ approved Operating Supplies Gasoline 52-10 annual budget appropriations and will exceed the annual fiscal year vendor threshold of Twenty-Five Thousand Dollars (\$25,000.00) each year the contract is in place.

Section 4. That 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 take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on March 10, 2020.

ATTEST:

THOMAS SCHNIEDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

RENEWAL OF AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND PORT CONSOLIDATED, INC., A FLORIDA CORPORATION, UNDER A SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OP GROUP BID, RFP NO. E-13-17, (PRESENTLY EXISTING BETWEEN THE CONTRACTOR AND CITY OF POMPANO BEACH, FLORIDA), TO PURCHASE GASOLINE AND DIESEL FUEL FOR USE BY THE CITY OF DANIA BEACH.

This is a Renewal (the “Renewal”) of an Agreement (the “Agreement”) dated April 13, 2017 (a copy of which Agreement is attached as Exhibit “A” and made a part of and is incorporated into this Renewal by this reference) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and Port Consolidated, Inc., a Florida corporation (“Contractor”), with a physical address of 3141 SE 14th Avenue, Fort Lauderdale, Florida 33316, and a mailing address of Post Office Box 350430, Fort Lauderdale, Florida 33335.

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 Pompano Beach and any amendment(s) to it, under an award by the City of Pompano Beach of a contract (the agreement and related Proposal No. E-13-17, a copy of which is attached as Exhibit “B”, and made a part of and is incorporated into this Agreement by this reference), shall be considered as part of this Renewal 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 Pompano Beach, or any city for these same services, then Contractor shall provide such lower service rates to the City.
2. The goods to be provided to the City consist of gasoline and diesel fuel.
3. The term of this Agreement shall be for two (2) years beginning on March 14, 2020 through March 14, 2022.
4. That in all other respects, the terms of the Pompano Beach agreement apply to this Agreement.

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

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

PORT CONSOLIDATED, INC., a
Florida corporation

Signature

PRINT Name

Title

Dated: _____, 2020

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or by ☐ online notarization, on _____, 2020, by _____ as _____ of Port Consolidated, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print Name

My Commission Expires:



**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. RFP E-13-17

Description/Title: UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

Initial Contract Term: Start Date: March 15, 2017 End Date: March 14, 2020

Renewal Terms of the Contract: 1 (No. of Renewals) Renewal Options for 2 years (Period of Time)

Renewal No. 1 Start Date: March 15, 2020 End Date: March 14, 2022

Renewal No. Start Date: End Date:

Renewal No. Start Date: End Date:

SECTION #1 VENDOR AWARD

Vendor Name: Port Consolidated Inc.
Vendor Address: 3141 Se 14th Ave.
Contact: Don Carlton, President
Phone: 800-683-5823 Fax: 954-527-1191
Cell/Pager: Email Address: cspev@portconsolidated.com;
Website: FEIN: 59-1173292

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: March 15, 2017 Resolution/Agenda Item No.:
Insurance Required: Yes X No
Performance Bond Required: Yes No

SECTION #3 LEAD AGENCY

Agency Name: City of Pompano Beach
Agency Address: 100 W Atlantic Blvd, Pompano Beach, FL 33060
Agency Contact: Antonio Pucci Email antonio.pucci@copbfl.com
Telephone: 954-786-5504 Fax:

09.30

ORDINANCE NO. 2020- 35

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT BETWEEN THE CITY OF POMPANO BEACH AND PORT CONSOLIDATED, INC. FOR THE PURCHASE OF UNLEADED GASOLINE AND DIESEL FUEL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a First Amendment to the Agreement for the purchase of unleaded gasoline and diesel fuel between the City of Pompano Beach and Port Consolidated, Inc., a copy of which Amendment is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment between the City of Pompano Beach and Port Consolidated, Inc.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application. and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 14th day of January, 2020.

PASSED SECOND READING this 28th day of January, 2020.



REX HARDIN, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

/jrm
12/23/19
L:ord/2020-94

Orig. 30

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the 29 day
of January, 2020, between:

CITY OF POMPANO BEACH, a municipal corporation of the
State of Florida, whose address is 100 West Atlantic Boulevard,
Pompano Beach, Florida 33060, hereinafter referred to as "CITY",

and

PORT CONSOLIDATED, INC., a Florida corporation, having its
office and place of business at 3141 SE 14 Avenue, Fort Lauderdale,
FL 33316, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into an agreement for purchase and delivery of unleaded gasoline and diesel fuel, with the City of Pompano Beach acting as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group on March 15, 2017, ("Original Agreement"), and approved by City Ordinance No. 2017-32; and

WHEREAS, the City and the CONTRACTOR have mutually agreed to amend the Original Agreement to substitute Exhibit "C" Rate Schedule, and to extend the Original Agreement for one (1) additional two (2) year period.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The original Agreement effective March 15, 2017, a copy of which is attached hereto and made a part hereof as Exhibit "A", shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to extend the Original Agreement for one (1) additional two (2) year period, ending March 14, 2022.

4. The attached Exhibit "C" Rate Schedule is hereby substituted for, and in all references replaces, that Exhibit "C" Rate Schedule, which was attached to, referenced and made a part of the Original Agreement.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Carla D. D.

By: Rex Hardin

REX HARDIN, MAYOR

Sherry R. Bartholomew

By: Gregory P. Harrison

GREGORY P. HARRISON, CITY MANAGER

Attest:

Asceleta Hammond
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

Mark E. Berman
MARK E. BERMAN, CITY ATTORNEY

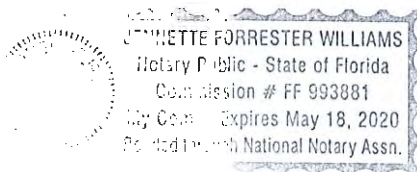
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me ^{By means of Physical Presence} this 29 day of January, 2020 by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

Jennette Forrester Williams
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

"CONTRACTOR":

Witnesses:

PORT CONSOLIDATED, INC.

Michael A. Simmons

Michael A. Simmons

Print Name

Noel D Hardy

Noel D Hardy

Print Name

By:

Donald R. Carlton, Jr.

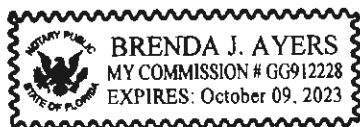
Donald R. Carlton, Jr., President

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13 day of DECEMBER, 2019 by Donald R. Carlton, Jr. as President of Port Consolidated, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Brenda T. Ayers

NOTARY PUBLIC, STATE OF FLORIDA

BRENDA T. AYERS

(Name of Acknowledger Typed, Printed or Stamped)

GG912228

Commission Number

Exhibit C

Rate Schedule

Prices are F.O.B. delivered as differential, using the Unbranded Rack Average (UBD) OPIS price published in the "OPIS Contract Benchmark File" as described herein for the date of delivery of product to the City, and Participating Agencies, and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. The differential shall remain firm during the initial contract period and any renewal period unless agreed to in writing by both parties. The below pricing also includes the alternate fuels listed in RFP E-13-17.

Item No.	Description	Transport Delivery Differential	Tankwagon Delivery Differential
1	Unleaded Gasoline	0.023	0.103
2	Diesel Fuel	0.023	0.103

Other products available for purchase		
Item No.	Description	Per Gallon Delivered Cost
1	Bulk Diesel Fuel Exhaust Fluid (DEF)	\$1.29



PORTCON-03

KREILEINT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/23/2019

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 License # 0E67768
Insurance Office of America, Inc.
500 W. Cypress Creek Road
Suite 320
Fort Lauderdale, FL 33309

CONTACT **James Janner**
PHONE
(A/C, No, Ext): (954) 334-2395 23915 FAX
(A/C, No): (954) 318-1383
E-MAIL
ADDRESS: **James.Janner@ioausa.com**

INSURED

Port Consolidated, Inc.
PO Box 350430
Fort Lauderdale, FL 33335

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Old Republic Insurance Company	24147
INSURER B:	Gemini Insurance Company	10833
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 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 ☐ PROJECT ☒ LOC OTHER:			MWZY31183019	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 400,000 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
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ Hired AUTOS ONLY MCS-90 ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY CA9948			MWTB31183119	02/01/2019	02/01/2020	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 OED ☒ RETENTION \$ 10,000			GVE100196702	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	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	MWC31182919	02/01/2019	02/01/2020	☒ 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
APPROVED <i>D. Thorpe</i> By Danielle Thorpe at 7:53 am, Jan 07, 2020							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 Days notice of cancellation, except 10 Days notice of cancellation for non-payment of premium in accordance with policy provisions.

RE: Contract RFP E-13-17

The certificate holder is added as an additional insured for general, automobile and excess liability, where required by written contract or written agreement executed prior to loss. Such coverage is primary and non-contributory. The certificate holder is granted waiver of subrogation for general, automobile and excess liability, and workers' compensation, where required by written contract or written agreement executed prior to loss. Excess liability is "follow form" general, automobile and employers liability.

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach
Attn: Risk Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060

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 25 (2016/03)

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Orig. 19

ORDINANCE NO. 2017- 32

**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PORT CONSOLIDATED, INC. FOR THE PURCHASE OF UNLEADED GASOLINE AND DIESEL FUEL, WITH THE CITY OF POMPANO ACTING AS THE LEAD AGENCY FOR THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach, acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, enters into a contract with Port Consolidated, Inc. for the purchase of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and conditions of RFP E-13-17; and

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

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

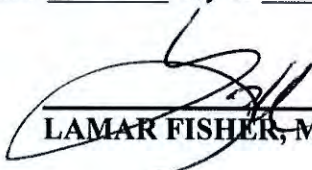
SECTION 2. That the proper City officials are hereby authorized to execute said Agreement with Port Consolidated, Inc. pursuant to RFP E-13-17.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

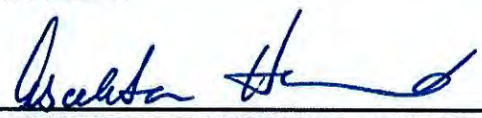
PASSED FIRST READING this 28th day of February, 2017.

PASSED SECOND READING this 14th day of March, 2017.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

/jrm
2/16/17
L:ord/2017-132

Orig. 19

CONTRACT

THIS AGREEMENT is made and entered into this 15th day of March, 2017, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and PORT CONSOLIDATED, INC., a Florida corporation, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth; and

WHEREAS, the City of Pompano Beach is acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, and the City enters into a contract with Port Consolidated, Inc. for the purchase of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and conditions of RFP E-13-17; and

WHEREAS, Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group with the same pricing as the City of Pompano Beach.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – RFP E-13-17; Exhibit "B" – Proposal of Port Consolidated, Inc.; Exhibit "C" – Rate Schedule; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide for the purchase of unleaded gasoline and diesel fuel upon the terms and conditions herein set forth and the Contract Documents.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (RFP E-13-17), attached hereto and by reference incorporated herein and made a part hereof. Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group, as listed in Attachment "B" of RFP E-13-17, ("Participating Agencies"), and as may be added during the period of this Agreement, with the same pricing as the City of Pompano Beach.

4. Term of Contract. This Contract shall be for a term of three (3) years or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City, with City Commission approval, shall have the option to renew this contract for an additional period of two (2) years upon the written consent of both the City and the Contractor, and provided that City will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its products and services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract. City shall be responsible only for payment for products and services provided to City and not for purchases from Contractor by Participating Agencies.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as set forth in the Rate Schedule attached hereto as Exhibit "C" and incorporated herein.

8. Invoices. Contractor shall submit the invoices to City and Participating Agencies for their agency's purchases only, and payments made in the manner provided in Paragraph U.11 of RFP E-13-17. All payments by the City and Participating Agencies, shall be made after the service has been provided.

9. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

10. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Port Consolidated, Inc.
Donald R. Carlton, Jr., President
P. O. Box 350430
Fort Lauderdale, Florida 33335

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

11. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

12. Termination. This Agreement may be terminated pursuant to Paragraph Q of RFP E-13-17.

13. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

14. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in RFP E-13-17 attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days' notice to City.

15. Indemnity. The Contractor shall defend, indemnify and hold the City, all Participating Agencies in the Purchasing Cooperative Group, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract. Nothing in this Agreement shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in Section 768.28, Florida Statutes.

16. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies

concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Ordering and Payment. It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the Contractor as a result of this Agreement or purchases made between other agencies. After award of contract to Contractor, the City reserves the right to issue purchase orders in accordance with the terms of this contract.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records 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 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 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 the 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 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.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

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

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, 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 hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

Christine Kendel

By:

Lamar Fisher
LAMAR FISHER, MAYOR

Shirley R. Bartholomew

By:

Gregory P. Harrison
GREGORY P. HARRISON, CITY MANAGER

Attest:

Asceletha Hammond

ASCELETA HAMMOND, CITY CLERK

(SEAL)

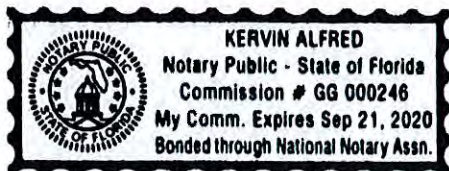
APPROVED AS TO FORM:

Mark E. Berman
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of March, 2017, by LAMAR FISHER as Mayor, GREGORY P. HARRISON as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Kervin Alfred
NOTARY PUBLIC, STATE OF FLORIDA
(Name of Acknowledger Typed, Printed or Stamped)

"CONTRACTOR"

PORT CONSOLIDATED, INC.
a Florida corporation

Witnesses:

Joseph R. Siska
(Print or Type Name)
Karen Alvarez
(Print or Type Name)

By: Donald R. Carlton Jr.
Print Name: Donald R. Carlton Jr.
Title: President
Business License No. 795 718

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of FEBRUARY, 2017, by DONALD R. CARLTON JR as PRESIDENT of PORT CONSOLIDATED, INC., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Brenda J. Ayers
NOTARY PUBLIC, STATE OF FLORIDA
(Name of Acknowledger Typed, Printed or Stamped)
FF 921372
Commission Number

/jrm
2/21/17
l:agr/genl srvs/2017-382



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-13-17**

**UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP**

**RFP OPENING: January 20, 2017 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:

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

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

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

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities, which are not members of the Southeast Florida Governmental Purchasing Cooperative, are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead

agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

I. "WORKING TOGETHER TO REDUCE COSTS"

December 20, 2016

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
E-13-17
UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP

The City of Pompano Beach, hereinafter referred to as CITY, is seeking proposals from qualified firms to provide unleaded gasoline and diesel fuel to participating members of the Southeast Florida Governmental Purchasing Cooperative Group.

The City will receive sealed proposals until **2:00 p.m. (local), January 20, 2017**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

The intent of this solicitation is to establish an annual, open-end contract for the purchase of unleaded gasoline and diesel fuel, as and when needed. The City is acting as the lead agency for the Southeast Florida Governmental Purchasing Cooperative, and this solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

A. Objectives

1. Contract for diesel and unleaded gasoline products with suppliers that have access to volumes of substantial petroleum products at Port Everglades either via contractual allocations or direct ownership, and have proven stable business operations, including provisions for delivery capabilities, business continuity and supply to the participating agencies in emergency situations.
2. Obtain the fuels at competitive market rates.

B. Scope Of Services

Attachment "A" – Specifications and Requirements

Attachment "B" – Locations of Participating Agencies fuel locations and contact personnel.

C. Participating Agencies

	Agency Name	Address	Contact Person	Phone #
1	Broward County	1 University Drive Plantation, FL 33301	Alfred Clauson	954 357-6477
2	Boca Raton, City of	201 W. Palmetto Park Rd. Boca Raton, FL 33432	Lynne Piper	561 393-7878
3	Coconut Creek, City of	4900 W Copans Rd Coconut Creek, FL 33063	Loric Messer	954 956-1584
4	Cooper City, City of	9090 SW 50 Place Cooper City, FL 33328	Kerri-Anne Fisher	954 434-4300 x268
5	Coral Springs, City of	4181 NW 121 Ave Coral Springs, FL 33065	Alan DiStefano	954 345-2235
6	Dania Beach, City of	100 W Dania Beach Blvd Dania Beach, FL 33004	Ronnie Navarro	954 924-6808
7	Davie, Town of	6591 Orange Dr Davie, FL 33314	Brian O'Connor	954 797-1016
8	Deerfield Beach, City of	401 SW 4 th St. Deerfield Beach, FL 33441	Ivelsa Guzman	954 480-4486
9	Ft. Lauderdale, City of	100 N Andrews Ave. Ft. Lauderdale, FL 33301	Sandy Leonard	954 828-5781
10	Green Acres, FL	5800 Melaleuca Lane Green Acres, FL 33463	Monica Powery	561 642-2089
11	Hallandale Beach, City of	400 S Federal Highway Hallandale Beach, FL 33009	Andrea Lues	954 457-1332
12	Hillsborough Beach, Town of	1210 Hillsboro Mile Hillsborough Beach, FL 33062	Jim Pugliese	954-427-6600
13	Hollywood, City of	2600 Hollywood Blvd. Hollywood, FL 33020	Paul Bassar	954 921-3552
14	Lauderdale Lakes, City of	3463 NW 43 Ave. Lauderdale Lakes, FL 33319	Robin Soodeen	954 535-2758
15	Lauderhill, City of	1919 NW 55 th Ave. Lauderhill, FL 33319	Manny Cerezo	954 790-2966
16	Lighthouse Point, City of	4730 NE 21st Terrace Lighthouse Point, FL 33064	Charles Schramm	954 946-7386
17	Margate, City of	5790 Margate Blvd Margate, FL 33063	Spencer Shambray	954 935-5341
18	Miami, City of	444 SW 2 nd Ave, 6 th Flr. Miami, FL 33130	Eduardo Falcon	305 416-1901
19	Miami Gardens, City of	18605 NW 27 Ave. Miami Gardens, FL 33055	Tom Ruiz	305 622-8000

20	Miramar, City of	13900 Pembroke Rd. Miramar, FL 33027	Alicia Ayum	954 602-3121
21	N Miami, City of	776 NE 125 St. N Miami, FL 33161	Alberto Destrade	305 895-9886
22	N Miami Beach, City of	2101 NE 159th Street, N Miami Beach, FL 33162	Joel Wasserman	305 948-2946
23	North Palm Beach, Village of	645 Prosperity Farms Road N. Palm Beach, FL 33408	Susanne Hachigian	561 841-3375
24	Palm Beach, Town of	951 Old Okeechobee Rd. West Palm Beach, FL 33401	Adis Pedraza	561 227-7000
25	Palm Springs, Village of	226 Cypress Lane Palm Springs, FL 33461	Ken Dye	561 965-5770
26	Pembroke Park, Town of	3150 SW 52 nd Ave. Pembroke Park, FL 33023	Todd Larson	954 966-4600 Ext. 238
27	Pembroke Pines, City of	13975 Pembroke Rd Pembroke Pines, FL 33027	Mark Gomes	954 518-9020
28	Plantation, City of	400 NW 73rd Avenue Plantation, FL 33317	Charles Spencer	954 797-2647
29	Pompano Beach, City of	1190 NE 3 rd Ave, Bldg C Pompano Beach, FL 33060	Jeff English	954 786-4098
30	Riviera Beach, City of	2051 MLK Blvd. Ste. 310 Riviera Beach, FL 33404	Rebecca Reed	561 882-1809
31	School Board, Broward Cty	7720 W Oakland Park Blvd. #323, Sunrise, FL 33351	Al Shelton	754 321-0520
32	School District, Palm Beach County	3300 Forest Hills Blvd. West Palm Beach, FL 33406	Morris Simpson	561 434-8172
33	Sheriffs Office, Broward County	2601 West Broward Blvd Ft Lauderdale, FL 33312	Rick Torres	954 831-8170
34	Southwest Ranches, Town of	13400 Griffin Road Southwest Ranches, FL 33330	Sandy Luongo	954 343-7476
35	Sunrise, City of	10770 Oakland Pk Blvd, 3rd Flr Sunrise, FL 33351	Wendy Lorenzo	954 572-2485
36	Tamarac, City of	7525 N.W. 88 th Ave. Tamarac, FL 33321	Keith Glatz	954 597-3567
37	West Palm Beach, City of	401 Clematis Street W Palm Beach, FL 33401	Nate Rubel	561 822-2109
38	Weston, City of	2599 S Post Road Weston, FL 33327	Karl Thompson	954 385-2600
39	Wilton Manors, City of	524 NE 21 Ct. Wilton Manors, FL	David Archacki	954 390-2190

D. Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this agreement for four (4) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

The City may require additions or deletions of participating agencies. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the solicitation.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. 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 product/service at the rate in effect when this extension clause is invoked by the City.

E. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

1. Cover letter: A cover letter signed by an authorized representative of the firm. The letter should present an overview of the Proposer's organization and will include the firm name, address, principal contact person for this proposal, e-mail address, phone number, and fax number. A brief description of the firm's history and corporate affiliations.
2. Qualifications, capabilities, and experience: Qualifications and specialized experience of proposer for providing the type of products described in the Specifications and Requirements (Attachment "A") of this RFP.
 - a. State proposer's capability to provide these types of products on a local (Port Everglades) and regional/national level.

- b. List of representative current customers comparable in size and scope to this RFP for which the Proposer is providing petroleum products. The list should include the name and address of each client's contact person, telephone and fax numbers, e-mail address and a general description of the existing business relationship.
3. Personnel: Identify the proposed contact persons and telephone numbers for ordering services, for invoicing questions, and other key (customer service) personnel that will be assigned to this account.
4. Address how Proposer will ensure its contractual obligation to the Co-Op. Include any contractual obligations to supply fuel to other entities that could affect the Co-Op's supply of fuel. If Proposer is a fuel distributor (not a fuel terminal operator) also provide proof of monthly fuel sale volumes, including copies of any Letter of Intent or contractual agreements with terminal operators.
5. Obligations of the participating agencies: Describe the requirements (operational, legal, agreements, insurance, etc.) for the sale and delivery of petroleum products. Copies of any and all required terms and conditions, agreements, notices, or procedural descriptions should be attached to the proposal response. Proposers should describe in detail any product volume purchase requirements which would be required of **each participating agency** on a monthly basis.
6. ***Contingency plan of action. Firms should describe a plan of action to assure product availability (including requirements for additional products before and after an emergency situation), and avoid disruption of supply during any emergency situation (e.g. hurricanes). Describe your storage and distribution logistics plan to include but not be limited to: ownership or control of storage facilities in the Tri-County area, agreements or partnerships with fuel transportation providers to supplement existing delivery capabilities, redundant communication capabilities, and emergency power generation. Availability of fuels at other terminals on a regional basis should also be described in this plan of action submittal.***
7. Price Proposal: Submit your firm, fixed price proposal for providing all services, materials, etc. required for sale of petroleum products as outlined on Attachment A-item 2 "pricing methodology" with the proposal response.
8. Alternate Proposals:
 - a. An option is afforded to all proposers to submit, in addition to their original proposal, an alternate proposal, which excludes the provision of transportation services for the petroleum products, included in this RFP. Transportation services would be the responsibility of that participating agency, typically with vehicles owned and operated by the agency. Proposers wishing to submit on this basis should clearly indicate in the alternative proposal response the discount from the differential provided in the pricing pages and any requirements to be met by the participating agency, such as insurance provisions to be supplied and certifications for vehicles and operators.

- b. For the potential use of some participating agencies, the opportunity is afforded to all proposers to provide the option to pre-arrange purchase of fixed volume(s) of product(s) at a fixed price from time to time thereby assuring:
 - i. Product availability of fixed volume(s) on a ratable basis over a defined period of time, presumable in monthly increments.
 - ii. Established pre-agreed fixed pricing point(s) for product(s) during that established period of time, regardless of market conditions.

Proposers wishing to provide an alternate proposal on a fixed volume/fixed price basis should provide minimum and, if applicable, maximum monthly volumes applicable or percentage of agency estimated ratable demand that could be contracted for on this basis. If available, provide a copy of standard terms and conditions that would generally apply to such a transaction.

9. Addenda, Additional Information:

Any addenda or answers to written questions supplied by the City to potential proposers become part of this Request for Proposal and any resulting contract. The proposal form should be signed by an authorized company representative, dated and returned with the proposal.

10. Contract with Participating Agencies:

No negotiations, decisions or action shall be initiated or executed by the Offeror as a result of any discussions with any participating agency or representative of those agencies. Only those communications, which are in writing from the Purchasing Agent, or other designee, of the City of Pompano Beach may be considered as a duly authorized expression. Also, only communications from Offerors that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

F. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a solicitation and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance
 - a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.
 - b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum \$2,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX	comprehensive form
—	owned
—	hired
—	non-owned

REAL & PERSONAL PROPERTY

—	comprehensive form	Agent must show proof they have this coverage.
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EXCESS LIABILITY

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis	\$2,000,000	\$2,000,000
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- c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall

survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

3. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
 - a. Certificates of Insurance evidencing the required coverage;
 - b. Names and addresses of companies providing coverage;
 - c. Effective and expiration dates of policies; and
 - d. A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
6. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

G. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Firm Qualifications and Capabilities (Factors including but not limited to the following) • Fuel supply delivery capability from Port Everglades • Contracting Terms and Conditions proposed	0-40
2. Emergency Supply Capabilities (Factors including but not limited to the following) • Control of storage facilities in Tri-County area • Contingency plan of action • Availability of regional emergency storage	0-20
3. References (Factors including but not limited to the following) • Years experience • Number of Locations	0-10
4. Cost	0-30
Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the

solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

H. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

I. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

J. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

K. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

L. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

M. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

N. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

O. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

P. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

Q. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

R. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

S. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

T. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of solicitation documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

U. Standard Provisions

1. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

Payment will be **made by each Participating Agency** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

12. Public Records

a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- i. Keep and maintain public records required by the City in order to perform the service;
- ii. Upon request from the City's custodian of public records, provide the City with a copy of 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 or as otherwise provided by law;

- iii. 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; and
 - iv. 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.
- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

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
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

V. Questions and Communication

All questions regarding the RFP are to be submitted in writing. All questions are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

W. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST'S

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By (include Name and Title):



3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

February 15, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Re: Best and Final Offer – E-13-17

Dear Mr. English:

Thank you very much for your time today and thank you for the opportunity.

As a follow up to our negotiation meeting for E-13-17, please see our "Best and Final" offer to the Co-op.

	ULSD	87 E-10
Transport	+ 0.007	+ 0.007
Tankwagon	+ 0.089	+ 0.089

All other pricing in the RFP will remain the same.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,

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

Don Carlton
President
Port Consolidated

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP E-13-17, Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Don Carlton Title President

Company (Legal Registered) Port Consolidated

Federal Tax Identification Number 59-1173292

Address 3141 Se 14th Ave.

City/State/Zip Fort Lauderdale, FL 33316

Telephone No. 800-683-5823 Fax No. 954-527-1191

Email Address dcarlton@portconsolidated.com



3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

**Cover Letter – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL
COOPERATIVE GROUP**

Dear Mr. English:

On behalf of Port Consolidated, I would like to thank the City of Pompano Beach for the opportunity to participate in this RFP. Below you will find our official contact information.

Name of Firm: Port Consolidated
Physical Address: 3141 SE 14th Ave., Ft. Lauderdale, FL 33316
Mailing Address: PO Box 350430, Ft. Lauderdale, FL 3333
Corporate Website: www.portconsolidated.com
Corporate Phone: 800-683-5823
Corporate Fax: 954-527-1191
Point of Contact: Don Carlton, President
E-Mail Address: dcarlton@portconsolidated.com

Per the terms of the RFP, the following is a brief outline of Port Consolidated and its history:

- The company has been marketing petroleum products in Florida since 1967.
- We have locations in Miami, Ft. Lauderdale, Pompano, Riviera Beach, West Palm Beach, Fort Pierce, Fort Myers, Tampa, Orlando, Palatka, Jacksonville, and Fernandina Beach.
- Port Consolidated currently supplies a multitude of municipalities throughout the State of Florida for not only day to day supplies, but hurricane and emergency fuel as well.



3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

- Our company owns and operates a fleet of over 60 tankwagons and over 60 tractor trailers, which gives us the largest and most comprehensive delivery capabilities in the area.
- We currently have supply agreements with several major oil companies, notably Chevron, Marathon, Valero, TPSI, Colonial, Gulf Oil, Indigo Energy, and Motiva. These supply agreements allow us to pull product from not just Port Everglades, but the Ports of Tampa, Canaveral, Jacksonville, Orlando, and Savannah as well. Our ability to pull product from multiple suppliers, in multiple Ports, during emergency situations allows us to continue to supply our customer base while our competitors will be forced to sit on the sideline.
- We own and operate over 15 different petroleum storage facilities throughout the State of Florida.
- Port Consolidated is privately owned and is registered as an "S" Corp with the State of Florida.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

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

Don Cariten

President

Port Consolidated



January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Qualifications and Experience – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA
GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our firm's qualifications and experience along with a list of references:

Port Consolidated has been supplying fuel and lubricants throughout the State of Florida since 1967. We own and operate all of our own equipment, never having to rely on common carriers to deliver the products that we sell. Our customer service department, consisting of 15 representatives, is open Monday through Friday, 7:30 AM to 5:00 PM. In addition to that, we have 24 sales representatives out in the field to assist our customers with any/all technical questions.

Please see below a list of local references. We have serviced these entities over the years.

- Broward Sheriff's Office – Rick Torres – 954-831-8170
- City of Fort Lauderdale – Ann Debra Diaz – 954-828-5949
- Palm Beach County School Board – Morris Simpson – 561-434-8172
- Florida Power and Light – Patti Earley – Riviera Beach, FL – 561-881-3407
- Broward County School Board – Mark Alan - 754-321-0507

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over the word 'Sincerely,'.

Don Carlton
President
Port Consolidated



January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Personnel – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL
COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a list of key personnel that will be assigned to this account:

- Customer Service – Fay Francisco, Linda Rogers, Jane Mitchell, Natasha Corona, Vanessa Burch, Danielle Schatz – 954-522-1182
- Billing Inquiries – Heather - 877-345-1098 x1009
- Invoice Copy Request – Jesse Dechant – 877-345-1098 x1023
- Credit/Collections – Michelle Thompson – 877-345-1098 x8809
- 24/HR Emergency Line – 800-683-5823
- Account Manager – Don Carlton – 877-345-1098 x1017

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over a horizontal line.

(Don Carlton)
President
Port Consolidated



January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Contractual Supply Obligation – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA
GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our supply chain that will ensure adequate fuel supply for the Co-op, not only on a day-to-day basis, but during a declared State-of-Emergency as well.

Port Consolidated's corporate headquarters sits in the heart of the Port Everglades, which supplies both gasoline and diesel fuel to all of South Florida. We have the ability to pull day to day product from Chevron, Citgo, Gulf Oil, Indigo, Mansfield, Marathon, Motiva, Petroleum Traders, and Valero.

For those times when supplies are tight, we have contractual arrangements with Chevron, Gulf Oil, Indigo Energy, and Marathon. These contracts will ensure a guaranteed, ratable supply to the Co-op. Attached to this letter, you will find copies of those current agreements.

Port Consolidated also has the ability to pull product from other Ports throughout the State of Florida, notably the Port of Tampa, Port Manatee, Port Canaveral, Orlando, and the Port of Jacksonville. Should Port Everglades become incapacitated for any length of time, these various Ports provide us with other options to pull product. We also have relationships in Savannah.

In addition to our regular supply points, Port Consolidated also has the ability to pre-purchase and store product at any one of our 13 facilities. Our total storage capacity is just under 3 million gallons for various petroleum products.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over the word 'Sincerely' and the name 'Don Carlton'.

Don Carlton
President
Port Consolidated

20264

GUARANTEED SUPPLY AGREEMENT

This is a Guaranteed Supply Agreement dated November 2, 2016 between Marathon Petroleum Company L.P. ("MPC"), a Delaware limited partnership with offices at 539 South Main Street, Findlay, Ohio 45840 and Port Consolidated, Inc. ("Port Consolidated"), a Florida corporation with offices at 3141 SE 14th Avenue, Fort Lauderdale, Florida 33316.

1. Definitions. "Products" shall mean gasoline, gasohol and distillates of all grades and types as are generally offered to MPC's Wholesale Reseller customers at a Terminal from time to time. "Terminal," "10-Day Volume," and "Monthly Volume," shall refer to the MPC terminals and the associated quantities (in gallons) listed in the table in Section 3, if applicable. "Month" (capitalized or not) shall mean a calendar month. "10-Day Period" shall mean 10 calendar days in a Month, beginning on the first day of the Month. The last 10-Day Period in a Month must end on the last calendar day of the Month and can be shorter or longer than 10 days depending on the amount of days in the Month.

2. Term. The initial term of this Agreement is from January 1, 2017 to December 31, 2017, inclusive. This Agreement shall automatically renew for up to two successive one-year renewal term(s) unless either party gives written notice of non-renewal at least 60 days prior to the end of the initial term or any subsequent one-year renewal term. In no instance shall this Agreement extend beyond December 31, 2019.

3. Quantity. (A) During each Month, Port Consolidated shall purchase 100% of the Monthly Volumes of each Product at the associated Terminal as shown in the table below. (B) During each 10-Day Period, Port Consolidated shall purchase the 10-Day Volumes of each Product at the associated Terminal as shown in the table below. (1) MPC shall not guarantee availability of Product for Port Consolidated's purchase in amounts greater than 110% of the 10-Day Volumes set forth in the table below. (2) During any 10-Day Period, all Product purchases over 110% of the 10-Day Volumes shall not apply toward Port Consolidated's obligation to purchase the Monthly Volumes. (C) In the event the needs of Port Consolidated increase beyond the volumes specified in the table below, Port Consolidated shall notify the MPC Regional Office in writing of the additional volume requested at least 30 days prior to lifting. The MPC Regional Office shall assess Product availability, and if the parties mutually agree, shall amend the volumes in the table set forth below.

Terminal	Product	Date Range	10-Day Volume	Monthly Volume
Tampa	GASOHOL	TERM	125,000	375,000
Tampa	ULSD	TERM	616,666	1,850,000
Fort Lauderdale	GASOHOL	TERM	275,000	825,000
Fort Lauderdale	ULSD	TERM	750,000	2,250,000
TOTAL MONTHLY VOLUME				5,300,000

4. Price. The price for any given load of Product shall be the applicable MPC Wholesale Reseller Price in effect at the following Terminal(s) as of the time that lifting ends: Tampa and Fort Lauderdale.

Port Consolidated acknowledges and agrees that MPC may use the Wholesale Reseller Price to manage customer liftings when MPC's Product supply at a Terminal is limited and Port Consolidated waives the right to claim that this method of pricing is unfair, anti-competitive, tortious, or a breach of contract.

5. Remedies. (A) MPC will, at its sole discretion, invoice Port Consolidated on a monthly basis an underlifting fee of \$.0300 per gallon not lifted if Port Consolidated fails to lift 100% of the Monthly Volumes of each Product at the associated Terminal as shown in the table in Section 3. Port Consolidated shall pay MPC within 15 days after receipt of the invoice for any applicable underlifting fees charged by MPC. No failure by MPC to charge for any underlifting fees to which it would be entitled in any given month shall operate as or imply any existing or future waiver of the right to charge such fees, nor shall it, in any way, limit or alter the rights of MPC set forth herein or prevent MPC from asserting its rights herein through estoppels or any similar legal theory. (B) MPC may cancel this Agreement upon 15 days' advance written notice if, for any two consecutive months, Port Consolidated fails to purchase the Monthly Volumes at the associated Terminal as shown in the table in Section 3. (C) If a supply interruption occurs at a Terminal, MPC may request Port Consolidated, to the extent logistically feasible, to lift Products at another MPC Terminal.

6. General. (A) THE ATTACHED PRODUCT SALES TERMS ARE PART OF THIS AGREEMENT, but the terms herein shall prevail over any conflicting terms in the Product Sales Terms. (B) The fee in Section 5(A) is not a penalty but is a reasonable liquidated damage amount. (C) This Agreement has been executed in two original counterparts. (D) Port Consolidated has the right to disclose the terms and conditions contained herein with its agents, employees, directors and officers with a need to know, however these terms and conditions are confidential, and any unauthorized disclosure by Port Consolidated without the express written consent of MPC is a material breach of this Agreement.

Marathon Petroleum Company LP
By: MPC Investment LLC, its General Partner

By: Ken Mark
Title: Southern Region Manager

Port Consolidated, Inc.

By: [Signature]
Title: President



10/3/16

PRODUCT SALES TERMS

These terms will apply to any agreement to which they are attached, in which they are incorporated by reference, or which is found on the other side of these terms. In the event of a conflict between that agreement and these terms, that agreement will control. That agreement and these terms are collectively referred to below as the "Agreement", and the term "Products" refers to the petroleum products sold by Marathon Petroleum Company L.P. ("Seller") under this Agreement to the buyer identified in this Agreement ("Buyer").

1. Payment. Payment terms are subject to change by Seller at any time. If Seller does not receive payment when due, it may impose a late payment charge not to exceed the maximum amount allowed by law and if the account is placed for collection or suit is filed thereon, Seller will be entitled to attorney fees and court costs. **PAYMENTS TENDERED IN FULL SETTLEMENT OF A DISPUTED AMOUNT MUST BE CLEARLY LABELED AS SUCH AND SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO: COMMERCIAL CREDIT MANAGER, MARATHON PETROLEUM COMPANY LP, 539 SOUTH MAIN STREET, FINDLAY, OHIO 45840.** Seller may set off amounts owed by Buyer to Seller or its subsidiaries or affiliates against amounts owed by Seller to Buyer.

2. Taxes. Buyer will pay, and indemnify Seller for, all taxes, fees, duties, environmental levies, and other charges (whether imposed on manufacture, processing, use, purchase, sale, resale, delivery, receipt, title transfer, inspection, removal from storage, measurement or passage through a measurement device, receipt of payment, or other activity, and regardless of when imposed) relating to Products, or their raw materials or feedstocks. The sole exception to this obligation is taxes based on or measured by Seller's income or net worth. Upon account set up, Buyer will promptly furnish Seller with the Buyer's appropriate state tax registration number(s), its federal identification number and any applicable tax exemption certificates. Buyer will promptly inform Seller of any changes to its tax registration or exemption status that may occur after account setup.

3. Delivery. All sales will be F.O.B. the "Ship From" location stated in this Agreement, unless this Agreement clearly provides otherwise. Title and risk of loss will pass to Buyer at the "Ship From" location as Product passes (as applicable) the transport truck or railcar inlet flange, barge permanent hose connection, or pipeline upstream flange. Title and risk of loss will not be affected by Seller's ownership of the transportation assets, arrangement of shipment, and/or pre-payment or collection of shipment expenses from Buyer. Seller will have no obligation to deliver Product at the "Ship From" location unless Buyer, its agents, and its carriers have entered into, and are in compliance with, agreements governing access to the "Ship From" location.

Where this Agreement clearly provides that delivery is F.O.B. the "Ship To" destination, title and risk of loss will pass to Buyer at the "Ship To" destination as Product passes (as applicable) the transport truck or railcar outlet flange, barge permanent hose connection, or pipeline downstream flange. Where shipment is by railcar, and Buyer is unable to accept delivery of the railcar when offered, then title and risk of loss will pass to Buyer at the time of constructive placement of the railcar. Buyer will pay and be responsible for any demurrage, stevedoring, shifting, parking, detention, port or other charges related to receipt or delivery of Product, unless solely caused by Seller.

4. Quantity and Inspection. Quantities will be determined by (in order of preference) calibrated meters; terminal tank gauges or shorttank downgauges; or any applicable ASTM method. Quantities may be temperature-adjusted to 60°F, at Seller's option, using built-in temperature compensators or ASTM tables. Either party may require that Product quantity and quality be determined by a jointly-selected, licensed petroleum inspector, whose findings will be conclusive. Customary inspection costs will be shared equally, but additional services will be paid for by the party requesting them.

5. Compliance With Laws. Buyer, its agents, and its carriers will comply with all laws, regulations, and standards applicable to the sale, delivery (including loading, unloading, and/or transloading), transportation, storage, use, and disposition of Products, and Buyer will not deliver, or allow to be delivered, to an RVP or RFG control area any Product that would be in violation of U.S. EPA regulations applicable to that area. Buyer will require similar commitments from its purchasers. Product identified as Blend-Grade, CBOB or RBOB is for use as blending component only.

6. Safety and Health. Buyer shall thoroughly review and adhere to all Safety Data Sheets (SDS) and other safety-related information provided by Seller concerning the Products, including but not limited to the recommended use, restriction on use, precautionary measures and exposure controls for each of the Products as described in the SDS. Buyer shall comply with all state and federal laws, regulations and codes pertaining to the maintenance and distribution of SDS. Buyer acknowledges the hazards and assumes the risks associated with handling

and using each of the Products. SDS for Products are available at the following internet address: <http://www.marathonpetroleum.com/brand/products/sds/>. Buyer may request to receive SDS via email by contacting the Seller at sdsinfo@marathonpetroleum.com.

Buyer's employees, agents, and subcontractors will comply with all applicable safety standards, policies, practices and rules of conduct mandated by Seller when involved in any operations on Seller's premises in connection with the performance of this Agreement.

7. Warranties. Seller warrants good title to all Products supplied hereunder at the time of delivery to Buyer, and that each Product supplied hereunder will comply with all applicable federal, state and local rules and regulations in effect at the time and place title thereto passes to Buyer. **MPC DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE PERFORMANCE OR QUALITY OF PRODUCTS SUPPLIED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR BUYER'S PARTICULAR OR INTENDED PURPOSES OR USAGE.** Seller will, at its option and its cost (including expense of return and re-delivery), remedy the defect in, replace, or refund the purchase price of, any Product that fails to meet this warranty. **THIS IS BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.**

8. Claims. All claims must be in writing. Product quality or quantity claims must be delivered to Seller within 30 days after delivery of the Product, and all other claims by Buyer must be delivered to Seller within 60 days after the event giving rise to the claim. Buyer will preserve, and permit Seller to inspect and sample, the subject Product. **ANY LAWSUIT AGAINST SELLER WHICH INVOLVES THIS AGREEMENT OR THE SALE OF PRODUCTS MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES.**

9. Limitation of Liability. **IN NO EVENT WILL SELLER'S LIABILITY FOR DAMAGES (WHETHER ARISING FROM BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) EXCEED THE PURCHASE PRICE OF THE PRODUCT CONCERNED NOR WILL SELLER BE LIABLE FOR PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

10. Force Majeure and Allocation. Neither party will be liable to the other for any delay or failure in performance (other than to make payments when due) to the extent that it is caused by circumstances beyond its reasonable control, or by fire; explosion; flood; earthquake; storm; act of God; mechanical breakdown; sabotage; or vandalism; strike or other labor disturbance (Seller will not be required to settle a labor dispute or take an action that might involve it in a labor dispute); shortages of, or delays in obtaining, crude oil, feedstocks, raw materials or finished products, equipment, labor, transportation, or storage; interruption of utility services; or compliance with any law, regulation or order (regardless of validity) of any governmental or military authority. Further, if Seller at any time decides that its Product supply is insufficient to meet the actual or forecasted needs of Seller, its divisions and subsidiaries, and its and their customers (whether under contract or not), Seller may allocate its supply among all of them in any fair and reasonable manner determined by Seller.

11. Indemnity. Buyer will indemnify and defend Seller and its employees and agents against any loss, claim, liability (actual or alleged), fine, penalty, or expense (including court costs, attorney fees, and litigation expenses), of any kind (including those based in tort, warranty, or strict liability), arising out of, or in connection with: (i) the performance of this Agreement; (ii) any failure of Buyer, its agents or employees to comply with the terms and conditions of this Agreement; or (iii) any act or failure to act in the handling, storage, transportation, loading, unloading, transloading, resale, or other use, by Buyer or others, of a Product sold under this Agreement. The only exception to this obligation is when Seller's negligence or intentional misconduct is determined by a court to be the sole cause of the damage. In responding to any third-party claims, Seller may select an attorney and may enter into any settlement without affecting this obligation.

12. Default. Seller may terminate this Agreement in the event of a material default by Buyer which is not cured within 10 days after notice of default is given. Seller may also terminate this Agreement at once (and

(Revised 8/1/2016)

Buyer will have no right to cure) if Buyer either fails to pay any amount when due or violates the provisions of paragraph 14 below. The right to terminate is in addition to any other remedy that may be available. A waiver of a default in one instance does not extend to any subsequent default.

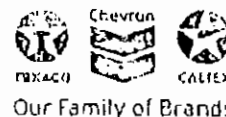
13. Export Sales. For any Product that will be exported from the U.S.A. by Buyer or another Party, all export-related requirements are the sole responsibility of Buyer or the Exporter. Seller is not responsible for compliance with U.S. export control laws or requirements in such transactions unless it agrees to assume that responsibility in writing. Buyer acknowledges that Product was designed and produced solely for commercial purposes. Further, Buyer agrees that unless specifically licensed by the United States government, no Product received from Seller is intended to be nor will be, shipped either directly or indirectly, to any country entity, or person or for any end-use that is prohibited under the Export Administration Regulations ("EAR"), Office of Foreign Assets Control ("OFAC") regulations, International Traffic in Arms Regulations ("ITAR") or as otherwise prohibited by any applicable law or regulation. Any diversion contrary to U.S. law is strictly prohibited. Buyer shall indemnify and hold Seller harmless from all fines, penalties, costs, and expenses (including reasonable attorney fees) incurred by reason of the breach of the foregoing.

Except where Seller has specifically provided to Buyer in writing the appropriate documentation necessary to substantiate that Product is eligible for NAFTA or other preferential duty treatment, Product sold hereunder is deemed not eligible for NAFTA or any preferential duty treatment.

For any Product that will be exported from the U.S.A. by Buyer, Seller reserves all rights as a manufacturer under 19 U.S.C. §1313 and related regulations and reserves all rights to claim drawback. Buyer will provide Seller with proof of export satisfactory to Seller and any other information needed by Seller for the timely and accurate filing of Seller's claim.

14. Trademarks. Buyer will not use Seller's name, trade or service marks, or trade dress in any way with regard to the Products.

15. General. (A) The sale of Products to Buyer, and this Agreement, will be governed by Ohio law, without giving effect to its principles of conflict of laws provisions and excluding the United Nations Convention on Contracts for the International Sales of Goods. (B) Buyer's obligations in paragraphs 2, 5, 6, 11, 13, and 14 above will survive termination of this Agreement. (C) The invalidity or unenforceability of any part of this Agreement will not affect the validity or enforceability of its remaining provisions. (D) This Agreement, and any rights or duties under it may not be assigned or delegated by Buyer; any attempted assignment or delegation by Buyer will be void. (E) In the event of a sale or transfer of all or substantially all of Buyer's equity shares or assets, or a controlling interest in either, by merger, acquisition, exchange, joint venture, or other similar transaction, Seller may, at its sole option, immediately terminate this Agreement. (F) No claim or notice relating to this Agreement to be given to Seller will be valid unless sent by certified mail return receipt requested or by a national overnight courier service to Seller addressed as follows: Manager, Wholesale Marketing, Marathon Petroleum Company LP, 539 South Main Street, Findlay, Ohio 45840. All notices given by Seller to Buyer may be sent to the addresses shown on the most recent written correspondence sent to Seller by Buyer, or to such addresses as may be requested in writing by Buyer in the future. (G) No amendment or modification of this Agreement will be valid unless made in a writing signed by authorized representatives of both parties. Any attempt by either party, through a job order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Agreement will be deemed immaterial and will be void, unless contained in an amendment executed as specified hereinabove. (H) No failure to exercise or election not to exercise any of a party's rights hereunder will constitute any waiver or modification of such rights, or be deemed to be a course of performance or dealing, modifying or waiving the parties' rights, remedies, duties, obligations or liabilities under this Agreement or any part thereof. (I) This Agreement contains the entire agreement of the parties with respect to its subject matter.



Product Sales Contract (Reseller)

This contract is dated November 01, 2016, and is between Chevron Products Company, a division of Chevron U.S.A. Inc. ("Seller"), and PORT CONSOLIDATED INC ("Buyer").

Seller and Buyer agree as follows.

1. **TERM.** The term of this contract shall commence on November 04, 2016, and shall end on October 31, 2017, unless sooner terminated by either party in accordance with the provisions of this contract.
2. **PRODUCTS AND QUANTITIES.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller those grades of diesel fuel and other products specified in Exhibit A of this contract. Buyer agrees to purchase from Seller during each calendar month not less than the minimum quantities of products specified in Exhibit A. Seller shall not be obligated to sell to Buyer in any calendar month quantities of products in excess of the maximum quantities specified in Exhibit A, but Seller may elect to do so at its option after request by Buyer. Such minimum and maximum quantities shall be prorated for any period less than a calendar month included within the term of this contract. Buyer shall not represent or authorize or permit any other person to represent that the products purchased under this contract are the products of Seller or use or authorize or permit any other person to use any of the trademarks, service marks, trade names, color schemes or service station designs utilized by Seller or any other identification, designation or marking of any kind that would identify such products with Seller. It is understood and agreed that the products purchased under this contract shall be resold by Buyer under Buyer's brands and trade names, and Seller hereby gives its consent to the rebranding of such products. If Buyer breaches any of the provisions of this section 2, such breach shall, at Seller's option, be deemed a breach of this entire Agreement and, in addition to such other remedies as it may have, Seller shall have the right to terminate this Agreement forthwith.
3. **PRODUCT QUALITY.** The products sold under this contract shall be of the quality as is generally offered by Seller for similar use at the relevant delivery location. To facilitate the investigation of any claim or concern regarding the quality of the products delivered under this contract, Buyer shall keep complete and accurate records of Buyer's purchase, transportation, receipt, inventory, transfer, use, sale, or delivery of all products purchased by Buyer in bulk from Seller and any other supplier. Seller's representatives shall be permitted to inspect and audit such records at any time during Buyer's business hours on reasonable notice to Buyer for up to one year after the termination of this contract. Seller's representatives shall also have the right at any time to enter upon the premises where the products purchased under this contract are stored by or for Buyer and to take samples of such products for testing purposes, compensating Buyer (at Buyer's cost, which for this purpose shall be based on Seller's price to Buyer in effect at the time such samples are taken, or, at Seller's option, in kind) for any products so taken.
4. **PRICE.** The prices that Buyer shall pay Seller for products purchased under this contract shall be determined as set forth in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales (as defined below)).
5. **PAYMENT AND FINANCIAL RESPONSIBILITY.** Buyer's payments for products shall be in U.S. dollars without discount by electronic transfer of immediately available funds to an account, bank and location designated by Seller.

Buyer shall, except at Seller's option, pay Seller cash before delivery for products purchased hereunder.

Buyer acknowledges the importance of payment within the terms specified when credit is extended and agrees that past due amounts shall bear interest at the rate of 18% per year or the maximum rate permitted by the state of Buyer's address for notices as specified in Exhibit A of this contract, whichever is less. If Buyer fails to make payment within the specified terms, such failure shall, at Seller's option, be deemed a breach of this entire contract and, in addition to such other remedies as it may have, Seller shall have thereafter the right to demand advance cash payment, to withhold deliveries until such advance payment (including payment of all amounts then outstanding for products delivered by Seller to Buyer hereunder) is received, or to terminate this contract. The acceptance of any payment by Seller after the due date shall not waive any of Seller's rights hereunder nor shall such withholding of deliveries or termination of this contract affect any obligation of Buyer hereunder. If credit is extended to Buyer by Seller, the buyer shall periodically provide to (Chevron) that financial information or security

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deemed necessary by (Chevron) to support any credit extension. If during the life of this contract, the financial capacity of the buyer becomes impaired or unsatisfactory to (Chevron) in the sole judgment of (Chevron), advance cash payment or security satisfactory to (Chevron) shall be given by the buyer on demand by (Chevron) and shipments/deliveries may be withheld until such payment or security is received.

Seller's terms of payment are subject to change without notice at the discretion of Seller.

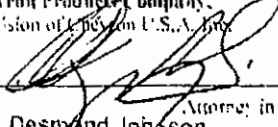
6. TAXES. Any tax, duty, toll, fee, impost, charge or other exaction, or the amount equivalent thereto, and any increase thereof now or hereafter imposed, levied or assessed by any governmental authority upon, measured by, incident to or as a result of the transactions herein provided for (other than local, state and Federal net income taxes measured by the net income of Seller from all sources), or the transportation, importation, production, manufacture, use or ownership of the goods covered by this contract, shall, if collectible or payable by Seller, be paid by Buyer on demand by Seller. Any such payments shall be in addition to the prices otherwise provided for in this contract. Buyer shall, at Seller's request, execute and deliver to Seller such certificates or other documents as Seller may reasonably require in order to enable Seller to secure any tax exemption which may be available in connection with sales or deliveries hereunder.
7. DELIVERIES. Product deliveries shall be made by Seller to Buyer at the locations specified in Exhibit A (except as otherwise provided in section 22 with respect to any Discretionary Sales). Title and risk of loss shall pass to Buyer at the point of delivery into Buyer's trucks, railcars, storage facilities, or other receiving unit. If deliveries are to be made into vehicles supplied by Buyer, Seller shall not be required to make such deliveries into such vehicles unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller. If deliveries are to be made into Buyer's storage facilities, Buyer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded access to make deliveries 24 hours per day. Buyer is responsible for ensuring that any vehicles and facilities used to receive deliveries are in safe condition and that Buyer's storage facilities can be accessed safely. Seller shall not be obligated to make any delivery to Buyer that cannot be made safely in Seller's sole judgment. Buyer shall comply with such reasonable rules and regulations as Seller may establish regarding deliveries by Seller into Buyer's vehicles or storage facilities. Orders for deliveries shall be placed by Buyer with such advance notice and in such manner as Seller may designate.
8. CONFLICTS OF INTEREST. Neither Buyer nor any director, employee or agent of Buyer shall (1) give to or receive from any director, employee or agent of Seller or its affiliates any commission, fee, or rebate, or any gift or entertainment of significant cost or value in connection with this contract, or (2) enter into any business arrangement with any director, employee or agent of Seller or its affiliates (other than as a representative of Seller or its affiliates) without prior written notice to Seller. Buyer shall promptly notify Seller of any violation of this section 8 and any consideration received as a result of such violation shall be paid over or credited to Seller. Any representative authorized by Seller may audit any and all records of Buyer for the sole purpose of determining whether there has been compliance with this section 8 for up to 24 months after the termination of this contract.
9. PREVENTION OF PERFORMANCE; SHORTAGE OF SUPPLY. There shall be no obligation to sell or deliver, or to purchase or receive, products under this contract when, and to the extent that, such actions are prevented or hindered by act of God, fire, riot, labor disturbances (whether involving employees of the party affected or of others and regardless of whether the disturbance could be settled by acceding to the demands of a labor group), accident, war, the acts of any government (at any level, foreign or domestic) or any causes beyond the reasonable control of the party affected, whether or not similar to any of the foregoing causes. Due to an interruption, loss or shortage of necessary facilities or supplies, or uncertainties in the supply-demand situation (which may include a decision by Seller that the costs of some products which might be available are unreasonable), Seller may not have sufficient supplies of one or more of the products covered by this contract to meet the full requirements of Buyer, of Seller's other customers, and of Seller for its own use. If there is a shortage of products deliverable under this contract, Seller may allocate deliveries of available products among Buyer, Seller's other customers (contract or otherwise, including Seller's affiliates) and Seller for its own use, on any basis which in Seller's sole judgment is fair and reasonable, allowing for such priorities as Seller deems appropriate. Allocation is fair and reasonable even if it is based on a shortage in the then-contemplated sources of supply or a general shortage in the supply system of Seller or its affiliates or on historical or planned deliveries.
10. OIL SPILLS. If a product spill occurs anywhere in connection with Buyer's performance of this contract, Buyer shall promptly notify Seller and the appropriate governmental authorities and shall take immediate action to clean up the spill and prevent further damage. Upon receipt of such notification, Seller shall have the right, at its election, to provide, or cause to be provided to Buyer such additional manpower, equipment and material as in Seller's sole discretion are deemed reasonable to complete the clean-up in a satisfactory manner. Buyer shall pay and be responsible for, and Buyer's indemnity obligation under section 11 of this contract shall include all costs and expenses incurred in connection with the clean-up operations, including reimbursement to Seller for all of its costs and expenses, and all fines, charges, fees or judgments imposed or levied by any Federal, state or local governmental agency as a result of such spill, except in the event the spill resulted solely from any act or omission on the part of Seller or Seller's employees.

11. INDEMNITY. Buyer shall indemnify, defend and hold harmless Seller and its affiliates, and their respective directors, employees and agents, from and against any and all expenses (including attorneys' fees), liabilities and claims of whatsoever kind and nature including those for damage to property (including property of Buyer), or for injury to or death of any person (including Buyer), directly or indirectly arising or alleged to arise out of or in any way connected with the acquisition, storage, handling, or use of any products purchased under this contract, or with the maintenance, upkeep, repair, replacement or operation of any premises used by Buyer in connection with this contract or anything located thereon, including any act or omission of Buyer or Buyer's agents or employees in the performance of this contract, or in the operation of any vehicle in connection with Buyer's business. The foregoing indemnity shall not apply to the extent and only to the extent such expense, liability or claims result from Seller's sole negligence or willful misconduct.
12. DEFINITIONS AND USAGES. In this contract, unless otherwise stated or the context otherwise requires, the following definitions and usages apply:
- "Seller and its affiliates" means Seller, its ultimate parent company Chevron Corporation, and the subsidiary and affiliated companies of each of them.
 - "U.S." refers to the United States of America, and all prices are expressed in U.S. currency and all units of measure are in U.S. units.
 - "includes" means "includes, but is not limited to," and "including" means "including but not limited to."
 - Actions permitted under this contract may be taken at any time and from time to time in the actor's discretion.
 - "A or B" means "A or B or both."
13. APPLICABLE LAW AND DISPUTE RESOLUTION. This contract shall be governed, construed, interpreted, enforced and the relations between the parties determined in accordance with the laws of the state of California, without regard to its choice of law rules. In the event a dispute arises with respect to the interpretation or performance of, or the relationship created by, this contract, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to resorting to litigation. If mediation, mini-trial, arbitration or other alternative dispute resolution techniques are utilized by the parties, each party agrees that no award or decision resulting therefrom shall include punitive damages. If the parties are unsuccessful in their good faith attempt to otherwise resolve a dispute, the parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of either (1) Contra Costa County in the State of California, or (2) the federal courts of the Northern District of California, for any actions, suits or proceedings arising out of or relating to this contract (and the parties each agree not to commence any action, suit or proceeding relating thereto except in such courts).
14. PRIOR AGREEMENTS; WAIVER; MODIFICATIONS. This contract constitutes the entire agreement of the parties with respect to its subject matter and terminates and supersedes any prior agreement, understanding, representation, or proposal relating to the sale by Seller of products to Buyer at the delivery locations specified in Exhibit A or ancillary Discretionary Sales contemplated by section 22. Waiver by Seller or Buyer of one or more breaches of this contract shall not be deemed to be a waiver of any other or continuing breach. No modification of this contract, and no waiver of any of its provisions, shall be binding on Seller or Buyer unless in writing and signed by Seller and Buyer.
15. SEVERABILITY. If any provision of this contract shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such provision shall be deemed omitted and the remaining provisions shall remain in full force and effect.
16. MSDS. Buyer acknowledges receipt of Material Safety Data Sheets (MSDS) for all products covered by this contract.
17. DAMAGES. In no event shall Seller be liable for any special, indirect or consequential damages of any kind including loss of profits, loss of use or claims of Buyer's customers due to loss of service whether the damages are based in contract or tort (including negligence or strict liability) or otherwise. Buyer's exclusive remedy for any and all losses or damages resulting from the purchase of products under this contract, including, but not limited to, any allegation of breach of warranty, breach of contract, negligence or strict liability, shall be limited, at Buyer's option, to either the return of the purchase price or the replacement of the fuel for which a claim is proved.
18. ASSIGNMENT AND DELEGATION. This contract is personal to Buyer and Buyer shall not, subject to any valid requirements of any applicable statute, assign any rights or delegate any duties that Buyer may have under this contract, either voluntarily, involuntarily or by operation of law, or otherwise, without the prior written consent of Seller. If Buyer is a corporation, any sale, conveyance, alienation, transfer or other change of interest in or title to or beneficial ownership of 50 percent or more of the voting stock (or securities convertible into 50 percent or more of the voting stock) of Buyer, either voluntarily, involuntarily, by operation of law, merger or other corporate proceedings, or otherwise, shall be construed as an assignment of Buyer's rights under this contract. Seller may assign any of its rights or delegate any of its duties under this contract without Buyer's consent.

20. **NOTICES.** Notices to be given under this contract shall be in writing and delivered by mail in person or by electronic mail to the other party at the appropriate address specified in Exhibit A, or at such other address as either party may designate by written notice to the other. Notices shall be effective at time of receipt.
21. **TERMINATION.** Seller and Buyer shall have the right to terminate this contract at any time without cause upon giving the other party at least 30 days' prior written notice of termination. Termination of this contract shall not relieve the parties of responsibility for obligations incurred prior to termination. If Seller continues to accept orders from Buyer for the products covered by this contract following expiration of the term of this contract, such sales shall be upon all of the terms and conditions of this contract provided that such sales shall not be construed to evidence a renewal of this contract by operation of law or otherwise.
22. **WARRANTY.** Seller warrants that it has title to the products sold under this contract. EXCEPT AS OTHERWISE PROVIDED IN THE FOREGOING SENTENCE AND IN THE FIRST SENTENCE OF SECTION 3 OF THIS CONTRACT, BUYER ACKNOWLEDGES AND HEREBY ACCEPTS THAT SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE.
23. **DISCRETIONARY SALES.** Seller and Buyer may (but are not obligated to) engage in sale transactions for products or delivery locations not specified in Exhibit A ("Discretionary Sales"). Unless otherwise agreed to in writing by Seller and Buyer, any Discretionary Sales shall be deemed made "under this contract" and on its terms except that the specific products, prices, quantities, and delivery locations for Discretionary Sales shall be as mutually agreed upon by Seller and Buyer for each such transaction. The quantities of products sold in Discretionary Sales shall not count against the minimum or maximum volumes specified in Exhibit A.

Seller

Chevron Product Company,
a division of Chevron U.S.A. Inc.

By:  11/1/2016

Desmond Johnson,
Attorney in Fact

Manager,
Commercial Products Support

Buyer

PORT CONSOLIDATED INC.

By: 

Title: President

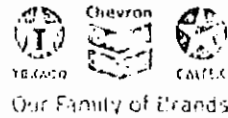


EXHIBIT A

Supply #	Delivery Location	Delivery Mode	Product Name	Minimum Volume Gallon per Month	Maximum Volume Gallon per Month	Price Description	Pricing Provision	DIFF Clear (\$/gal)	DIFF Fixed (\$/gal)
1022	TAMPA FL TRM CHEVRON	Truck	CALCO (Unbranded) ULS CONVD2	230,000	275,000		234		
1021	FT LAUDERDALE FL TRM CHEVRON	Truck	CALCO (Unbranded) ULS CONVD2	1,000,000	1,100,000		1234		
1107	ORLANDO FL TRM KINDER MORGAN	Truck	CALCO (Unbranded) ULS (CARB) 60-B5 DF2	116,667	128,333		1234		

Pricing Provisions:

1. **OPIS CA CAR = OPIS Prior Day California Cap-At-Rack Assessment for Motor Gasoline (CTS/GAL).** During periods when OPIS publishes CAR quotes for both summer and winter grades, Chevron will use the quote for the newer season.
2. **OPIS CA CAR = OPIS Prior Day California Cap-At-Rack Assessment for Motor Gasoline (CTS/GAL).** During periods when OPIS publishes CAR quotes for both summer and winter grades, Chevron will use the quote for the newer season.
3. **OPIS CA LCFS = OPIS Prior Day California Low Carbon Fuel Standard for Motor Gasoline (CTS/GAL).**
4. The per gallon price which Buyer shall pay Seller for PRODUCT NAME delivered to the DELIVERY LOCATION shall be established for the date of delivery using prior day pricing based on PRICE DESCRIPTION plus DIFF. The price above does not reflect applicable taxes and governmental fees, which will be added to the final invoice unless declared as exempt by the Buyer.

For Platts or OPIS-based pricing, if pricing includes day(s) on a weekend or holiday on which the market is closed, pricing will be calculated using the prior calendar day on which the market is open.

Notice Addresses:

Seller:
Chevron Products Company
Attn: Brian Coomes, General Manager
1300 Louisiana Street
Houston, TX 77002
UNITED STATES

Tel: (502) 420-7041

Buyer:
PORT CONSOLIDATED INC
Attn: Don Carlton
314 SE 18TH AVENUE
FT. LAUDERDALE, FL 33316
US

Tel: (800) 683-5823 x1233

Handwritten signature/initials

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PETROLEUM PRODUCT SALE AGREEMENT

[Unbranded-Term-Rack]

This *Petroleum Product Sale Agreement* ("Agreement"), dated to be effective as of October 1, 2016 (the "*Effective Date*"), is entered into by and between PORT CONSOLIDATED, INC., a Florida Corporation ("*Buyer*"), and INDIGO ENERGY PARTNERS, LLC, a Georgia limited liability company ("*Seller*"). Each of Buyer and Seller is referred to herein individually as a "*Party*" and collectively, as the "*Parties*."

1. Term. The term of this Agreement (the "*Term*"), shall be from the Effective Date through September 30, 2017 (the "*Expiration Date*").

2. Purchase and Sale. Seller agrees to sell and deliver to Buyer, and Buyer agrees to purchase and receive from Seller, the product or products described on Exhibit A (collectively, the "*Products*"), and each individually, a "*Product*"). in accordance with the terms and provisions of this Agreement. Seller's obligations under this Agreement are expressly conditioned upon Buyer satisfying Seller's credit and other financial requirements.

3. General Terms and Conditions. The general terms and conditions set forth on the attached Exhibit B are incorporated herein for all purposes.

4. Volume Requirements; Delivery Point. Exhibit A attached hereto and made a part hereof designates the monthly ratable volumes (the "*Monthly Volume*"), and total aggregate gallons (the "*Total Volume*") of each Product that Buyer has agreed to purchase under this Agreement, and further designates the location (each, a "*Delivery Point*") where each Product will be delivered FCA to Buyer. During each calendar month during the Term, Seller agrees to sell, and Buyer agrees to purchase, not less than 90% and not more than 110% of the Monthly Volume at each Delivery Point (the "*Volume Range*"), which shall be ratable on a daily and weekly basis, and Buyer will not be allowed to purchase from Seller, and Seller will not be required to sell to Buyer, more than 110% of the ratable weekly portions of, or more than 110% of the ratable daily portions of the Monthly Volume. The volume of Product purchased will be determined solely by the amount set forth on the net bill of lading generated at the Delivery Point. The Monthly Volume may be adjusted from time to time upon mutual agreement; provided, however, in such case a formal amendment to this Agreement is not necessary.

5. Price and Payment. Buyer agrees to pay Seller, at the prices specified therefor on Exhibit A (the "*Price*"), for all Products purchased under this Agreement within ten (10) days after the date of the relevant bill of lading. Notwithstanding anything to the contrary contained herein, or contained in any other agreement between the Parties, Buyer shall pay to Seller on demand amounts equivalent to any and all (collectively, the "*Fees*"): Taxes, duties, charges, and fees, and any and all increases thereon which are now or hereafter imposed, directly or indirectly, on, against, in respect of, or measured by the Products, or any material contained in the Products, or the inspection, production, manufacture, sale, purchase, storage, transportation, delivery, or other handling of the Products or material contained in the Products, or any feature thereof, or otherwise relating to this Agreement. Fees are not included in the Price and will be billed as a separate line item on each invoice.

6. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice.

7. Ratability. In addition to any other rights that Seller may have under this Agreement as a result of Buyer's failure to purchase Products within the Volume Range, if Buyer fails to purchase at least

90% of the Monthly Volume for a given Product at a given Delivery Point, at Seller's sole discretion, upon written notice to Buyer (the "*Underlift Notice*"). Seller may reduce the Monthly Volume thereafter required to be sold and delivered by Seller to Buyer to the actual amount purchased by Buyer (the "*Adjusted Monthly Volume*"), which amount will be stated in the Underlift Notice.

8. Miscellaneous.

a. *Notices.* All notices required by, permitted by or otherwise related to this Agreement shall be in writing and sent by facsimile, overnight courier, hand, registered or certified mail, return receipt requested with all postage fully paid to the relevant Party at the address set forth below the signature block below. A Party may change or provide additional notice information to the other by giving notice in accordance with this section. A notice shall be deemed to have been received by a Party: (i) if delivered by hand or sent by overnight courier, on the day of delivery if a Business Day, or if not a Business Day, on the immediately following Business Day, (ii) if sent by registered or certified mail, return receipt requested, on the date of receipt, and (iii) if transmitted by facsimile, at the time of transmission with answer back confirmation of receipt.

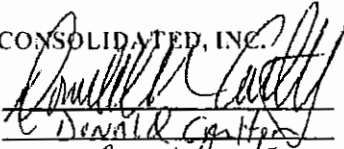
b. *Counterparts; Facsimile Signatures.* The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronically scanned transmittal (including via electronic mail in portable document format) is effective execution for all purposes under this Agreement.

[signatures commence on following page]

Buyer and Seller have executed this Agreement to be effective for all purposes as of the Effective Date.

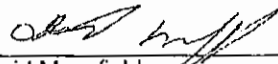
BUYER:

PORT CONSOLIDATED, INC.

By: 
Name: Don Carlton
Title: President

SELLER:

INDIGO ENERGY PARTNERS, LLC

By: 
Name: David Mansfield
Title: Director of Sales

Notice to Buyer:

Port Consolidated, Inc.
Attn: Don Carlton
P.O. Box 350430
Fort Lauderdale, FL 33335-0430
Fax: (954) 527-1191

Notice to Seller:

Indigo Energy Partners, LLC
Attn: ~~Blake Shirley~~ David Mansfield
P.O. Box 2535
Gainesville, GA 30605
Fax: (678) 928-4925

[Signature Page to Petroleum Product Sale Agreement]

EXHIBIT A
TO
PETROLEUM PRODUCT SALE AGREEMENT

Certain Definitions:

PLATTS	= Platt's Oilgram Price Report.
Same Day	= Quote for the day of delivery, except for weekend or holiday days, for which the most recently published relevant quote will apply

Delivery Point	Product	Price Per Gallon	Month	Volume (in Gallons)
J015 - US10454#FPRT Evgsd FL-MOT Depot	GN MV 2D (S-15 PPM)		OCT	1,050,000
			NOV	1,050,000
			DEC	1,050,000
			JAN	1,050,000
			FEB	1,050,000
			MAR	1,050,000
	GN NR 2D (S-15 PPM)-DYED		APR	1,050,000
			MAY	1,050,000
			JUN	1,050,000
			JUL	1,050,000
			AUG	1,050,000
			SEP	1,050,000
			Total	12,600,000

- * Seller may increase these adders during the Term if and to the extent that Seller's actual secondary costs increase after the Effective Date, but must give Buyer at least 30 days' notice of any changes before they become effective.

[End of Exhibit A]



3141 SE 14th Ave. • P.O. Box 350430
Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
Fax: (954) 527-1191
Toll Free: (800) 683-5823

January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Obligations of Co-Op Participants – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA
GOVERNMENTAL COOPERATIVE GROUP

Dear Mr.English:

Per the terms of the RFP, the following is a brief description of the obligations of the Co-op participants.

1. All Participants' storage tanks must be registered accordingly with all local code enforcement agencies.
2. Participating agencies can order fuel Monday through Friday from 7:30 AM to 5:00 PM.
3. Orders will be accepted via phone, fax, or e-mail. Automatic deliveries and/or weekly top-offs are recommended for tankwagon deliveries.
4. Orders in by 3 PM are guaranteed next day service.
5. Port Consolidated expects Co-op participants to pay within the defined terms of the agreement. Failure to do so may result in refusal of service.
6. Port Consolidated does not have volume purchase requirements for participating agencies. However, if an agency does not purchase product on a regular basis, we cannot guarantee supply during an emergency situation.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over a horizontal line.

Don Carlton
President
Port Consolidated



January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Contingency Plan of Action – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, the following is a brief description of our Contingency Plan of Action.

1. Port Consolidated has contracted with 3 different suppliers in Port Everglades for approximately 4 million gallons per month of diesel and 825K gallons per month of gasoline.
2. Port Consolidated has contracted with 2 different suppliers in the Port of Tampa and Orlando for approximately 2.25 million gallons per month of diesel and 375K gallons per month of gasoline.
3. Port Consolidated also has active accounts in Port Everglades with 7 other suppliers.
4. Port Consolidated operates 13 different petroleum storage facilities in Florida that can hold up to 3 million gallons of product.
5. Port Consolidated has more rolling assets than any supplier in the State of Florida. We have the ability to shift those assets from one market to another depending on where the emergency needs arise.
6. Port Consolidated fills any/all petroleum storage available throughout its network prior to any named storm. This storage capacity will allow us continuous operation while the other terminals are not releasing product.
7. Port Consolidated operates 9 offices throughout the State of Florida. We have computer servers stored at a hurricane proof facility in Dade County. Our office can function from any one of our 9 offices throughout the State.
8. Port Consolidated has 6 satellite phones to utilize during times of crisis when AT&T is not operating.
9. Port Consolidated has a fleet of mobile generators in stock to position at any of our locations that may experience a power outage.



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Ft. Lauderdale, FL 33335
Phone: (954) 522-1182
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10. Port Consolidated operates 6 different Cardlock facilities (private fueling stations) throughout the Tri-County area. These facilities are not open to the public. They do require card activation through the CFN network.
11. Port Consolidated has the ability to pull product from all other Florida Ports should Port Everglades become incapacitated.

These 11 simple steps should allow us to function properly throughout a time of crisis.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over the typed name.

Don Carlton
President

Port Consolidated

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP E-13-17 Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Don Carlton Title President

Company (Legal Registered) Port Consolidated

Federal Tax Identification Number 59-1173292

Address 3141 Se 14th Ave.

City/State/Zip Fort Lauderdale, FL 33316

Telephone No. 800-683-5823 Fax No. 954-527-1191

Email Address dcarlton@portconsolidated.com

RFP E-13-17
UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST
FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

ATTACHMENT "A"
SPECIFICATIONS & REQUIREMENTS

The table included in Attachment "B" provides information from each Participating Agency as regards the size, type and location of fuel storage tanks and their estimated monthly usage of the various fuels included in this Request for Proposals.

1. SPECIFICATIONS

1.1 Successful Proposer will sell to all participating agencies the following products (the "Products"):

- "Ultra Low Sulfur diesel": No. 2 Ultra Low Sulfur, on-road, clear, taxable diesel fuel per ASTM D975-08a specifications, or latest revision.
- "Ethanol Gasoline": 10% Ethanol blended gasoline per ASTM D4814-07b specifications, or latest revision.

1.2 Additional, Optional Fuel Products:

- Midrange Unleaded Gasoline: Minimum Octane of 89.0
- Ultra Low Sulfur #2 Red Dye Diesel
- "5% Biodiesel Fuel": Ultra Low Sulfur 5% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- "20% Biodiesel Fuel": Ultra Low Sulfur 20% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- E85 Fuel Ethanol: Shall conform to the chemical and physical standards for fuel Ethanol as set forth in the ASTM International Designation D5798-99, "Standard specification for fuel Ethanol (Ed 75-Ed85) for Automotive Spark-Ignition Engines".

1.3 The products supplied as a result of this Request for Proposals must conform to the specifications of the State of Florida and comply with all Federal, State and local laws and regulations as applicable on date of delivery.

2. PRICING METHODOLOGY:

- 2.1 Prices proposed are to be F.O.B. delivered expressed as a positive or negative differential from the applicable daily **OPIS** price published in the "OPIS Contract Benchmark File" as described herein for the date of delivery of product to the Participating Agency and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. See Paragraph 3. TAXES .

Item No.	Description	Transport Delivery Differential Proposed (+)/(-) per gallon*	Tankwagon Delivery Differential Proposed (+) (-) per gallon*
1	87 Octane Unleaded	\$ <u>(+) 0.019</u>	\$ <u>(+) 0.089</u>
2	Diesel Fuel #2 Ultra Low Sulfur	\$ <u>(+) 0.019</u>	\$ <u>(+) 0.089</u>
3	Lump Sum Additional Delivery Charge for Deliveries <u>beyond</u> 30 mile radius of Port Everglades only.	\$ <u>Ø</u> /each	\$ <u>Ø</u> /each

* Calculate differential proposed to fourth decimal point. Differential proposed to remain firm during initial contract period and any renewal period.

Note: If your proposal is contingent on your firm being awarded a contract for all products and all delivery methods, Proposer must indicate this condition in the proposal response.

- 2.2 Pricing of Unleaded 87 Octane Gasoline is to be proposed using the following methodology:

Daily Published **OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price** (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack)

Plus

Positive or Negative differential proposed for 87 Octane Unleaded on Proposal Form, Paragraph 6. (Differential to be constant regardless of the applicable RVP.)

- 2.3 Pricing of Ultra Low Sulfur Diesel #2 is to be proposed using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 Unbranded Rack Average prices.

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur on Proposal Form, Paragraph 6.

2.4 The price proposed with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 30 mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a thirty (30) mile radius of Port Everglades may be proposed on the pricing sheet. Within the thirty (30) mile radius of Port Everglades the proposed costs must include delivery regardless of the actual varying road miles required to be driven to make deliveries within that radius to each tank location. The differential proposed for Unleaded Gasoline and Diesel Fuel or any additional fuel products shall not change during the initial term of the contract or any renewal periods. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.

2.5 The selected proposer shall advise the Lead Agency of all available Federal or State credits and discounts available on all fuel types being purchased herein. The selected proposer shall apply all applicable credits and discounts to the price charged to the Co-Op and identify and reflect the discount on the applicable invoices. (Note: the applicable credits and discounts will be incorporated after award and shall not be reflected in the Price proposal Schedule.)

2.6 Alternative Fuels

Considering the dynamic nature of fuel technology and the growing demand for alternative fuels, the Co-Op reserves the right to add any alternative fuel to the fuel types required. When such a need arises, the Co-Op shall contact the selected Proposer to determine if the selected proposer has the ability to provide or obtain the alternative fuel. The Co-Op shall provide the selected Proposer with information on the fuel type, the technical specifications of the fuel, the acceptable operating parameters, the estimated quantities, delivery requirements, and any other relevant information available. The selected proposer shall submit a written price offer for the supply of the alternative fuel for the Co-Op's review and approval.

However, if the selected proposer is unable to supply the alternative fuel type, or the Co-Op does not accept the selected proposer's price offer, the Co-Op shall have the right to purchase the alternative fuel elsewhere.

2.7 Additional Fuel Products: Proposers may submit under a separate cover a price proposal on the following fuels. Proposers must outline the Pricing Methodology for each additional fuel product proposed.

Item No.	Description
1	Midrange Unleaded 89 Octane
2	Recreational Unleaded 90 Octane

3	Ultra Low Sulfur #2 Red Dye Diesel
4	Biodiesel Fuel B5
5	Biodiesel Fuel B20
6	E85 Fuel Ethanol

3. TAXES:

- 3.1 The agencies listed herein are counties, municipalities or subdivisions of the State of Florida and are exempt from Federal Gasoline and Diesel (excise) Road taxes and Florida Sales Tax.
- 3.2 Proposals will be considered only from Proposers who do not require the payment of these taxes.

4. SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:

- 4.1 The City reserves the right, based on mutual agreement with the successful proposer, to substitute an alternate method for price adjustment for a specified, negotiated period of time if:
- A. An interruption in the OPIS Index is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or
 - B. The listing of prices for the OPIS Index are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price, or
 - C. The use of the OPIS Index prices becomes non-representative of the market.
 - D. The Successful Proposer provides clear and convincing proof that market conditions unrelated to the OPIS Index have been materially altered from those that existed at the time of award or renewal of contract. Such proof may consist of contracts with suppliers, invoices or published indexes, etc.
- 4.2 The City may, if deemed to be in the City's best interest, elect to modify the pricing methodology in the situations listed above in the following manner using any nationally recognized, published benchmark or index.

The firm markup or discount will include the vendor's cost of product, profit, delivery costs and any other costs. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract amendment. No other charges shall be added.

- 4.3 The City may also negotiate a per transport or tank wagon delivery surcharge, if market conditions necessitate such a solution.
- 4.4 If it is determined by the City to be in its best interest to substitute an alternate method for price adjustment as specified above, the contractor(s) will be notified thirty (30) days prior to the effective date for the alternate adjustment. If an alternate price adjustment method is not acceptable to all awarded contractor(s), the City may cancel this contract in whole or in part by giving the contractor(s) ninety (90) days prior written notice.

5. INVOICING

- 5.1 All invoices shall be provided to each participating agency via an electronic method within twenty-four (24) hours of date of delivery of product. Each invoice shall reference the date of the applicable published *OPIS* price for that day with the appropriate differential as per the contract. Successful proposer shall list separately on invoice each individual non-exempt tax/fee and the amount of the differential.

6. ORDERING & PAYMENT:

- 6.1 Each participating governmental agency will, based on the award of contract made by the Lead Agency and with the same prices, terms, and conditions establish its own contract with the successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.
- 6.2 The City of Pompano Beach Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.
- 6.3 Payment will be *made by each Participating Agency* within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.
- 6.4 It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.
- 6.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

7. Reporting Requirements

The selected Proposer shall submit to the Lead Agency a Fuel Purchasing Report on a monthly basis. The fuel Purchasing Report shall include fuel volume totals by fuel type for each participating agency. The report shall also include a "Grand Total" (year-to-date) fuel volume for all Participating Agencies for each fuel type. The required fields are the following:

- Reporting Period (specify month)
- Participating Agency

- Delivery volume (do not round off reported volume amounts, allow volumes to be reported up to as many decimal places as needed).
- Subtotal volume (per fuel type for each Participating Agency)
- Cumulative Total Volume Year to Date (per fuel type for all Participating Agencies)
- Note regarding fuel types: report must specify the ethanol and biodiesel blend being delivered.

The Fuel Purchasing Report shall be sent in electronic format (Excel format preferred) via email to: purchasing@copbfl.com.

8. DELIVERY REQUIREMENTS

For the purposes of this section the term Carrier shall mean the Seller or an independent contractor hired by the Seller for the delivery of fuel to the Participating Agencies.

8.1 LEGAL REQUIREMENTS:

- A. **Compliance with Laws and Codes:** Federal, State, County, and local laws, ordinances, rules and regulations that in any manner, affect the terms covered herein apply. Lack of knowledge by Carrier shall in no way be a cause for relief from responsibility. The Carrier shall strictly comply with Federal, State and Local building and safety codes. Equipment shall meet all State and Federal Safety Regulations.
- B. **Independent Contractor Relationship:** The Carrier is, and shall be, in the performance of all work, services, and activities under the Agreement, an Independent Contractor and not an employee, agent, or servant of any Participating Agency. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Carrier's sole direction, supervision, and control. The Carrier shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Carrier's relationship, and the relationship of its employees, to any Participating Agency shall be that of an independent contractor and not as employees or agents of any Participating Agency.
- C. **Certifications, Licenses and Permits:** Carrier shall provide a copy of all applicable Certificates of Competency issued by the State of Florida in the name of the Carrier. It shall also be the responsibility of the Carrier to submit prior to commencement of work a current Occupational License and all permits required to complete this contractual service at no additional cost. It is the responsibility of the Carrier to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Agreement.

9. DELIVERY/RESPONSE TIME:

- A. Delivery shall be required within twenty-four (24) hours unless an alternate delivery date has been requested by the Participating Agency.

- B. Daily orders shall be placed by e-mail from a participating agency representative by 10:00 a.m., Monday through Friday.
- C. Deliveries shall be made within 24 hours of order placement unless the participating agency specifically requests otherwise as indicated on the order, in which case, requested delivery date and time shall become the required delivery time.
- D. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the participating agency specifically requests otherwise, in which case, requested delivery date and time, shall become the required delivery time. The participating agency shall not require the carrier to deliver on Sundays (except for declared emergency situations).
- E. A transport load shall be defined as no less than 7,500 gallons of Ethanol blended or regular gasoline or no less than 7,000 gallons of Ultra Low Sulfur Diesel or 5% biodiesel fuel or 20% biodiesel fuel.
- F. **The Participating Agencies reserve the right to split any load between no more than two delivery sites for their agency.**
- G. If the carrier is unable to meet the delivery requirements, it shall be the responsibility of the carrier to notify the participating agency within 2 hours of the delay occurring so that the participating agency can determine if it needs to transfer fuel between its sites to cover delay.
- H. At time of delivery, carrier shall present a delivery ticket/bill of lading to a participating agency representative, or if requested, deliver document to a specified location. The delivery ticket/bill of lading shall include:
- Bill of lading number.
 - Name of supplier and carrier.
 - Date and time of delivery.
 - Type of fuel delivered.
 - Gross gallons and net gallons delivered.
 - Inches in fuel tank, before and after delivery.
 - Driver's signature.
 - Signature of participating agency employee receiving delivery, unless otherwise indicated.
 - Delivery address.
- I. Carrier shall be adequately equipped, staffed, and supplied to, promptly, and efficiently, furnish, deliver, and dispense, all products that are submitted at various facilities.
- J. Carrier shall have the ability to fill above-ground tanks.
- K. Carrier shall be fully responsible for any and/or all actions of their employees that require clean up or ground sterilization as the result of an "improper" delivery. Carrier shall have and shall maintain those types and quantities of materials necessary to contain spilled

product(s). Carrier shall be responsible for prompt and thorough cleanup of all spillage, as per EPA specifications, and for any agency fines or fees that result from contamination.

- L. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Carrier to the participating agency. Where the event is directly or indirectly the result of carrier's actions, the carrier shall also affect containment and initiate cleanup immediately.
- M. All transport truck deliveries will be temperature adjusted to 60 degrees F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.
- N. Any Tankwagon deliveries will be metered in gross gallons and invoiced in gross gallons.
- O. Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.

10. SPILLAGE:

- A. The Contractor and/or his subcontractors making deliveries shall be fully responsible for any errors or mistakes that require clean up or ground sterilization. Contractor will be responsible for prompt and thorough cleanup of all spillage per EPA specifications and for any agencies fines or fees for any contamination that result from improper delivery of fuel.

11. PRIORITY DELIVERIES:

Preference of deliveries shall be given to agencies providing emergency relief and response services and members of the co-op who are participating in this contract, in case of declared emergencies or natural disasters.

Proposers shall attach an emergency plan that assures continued deliveries of these products in case of emergencies and/or when additional quantities may be required.

12. WORK SITE SAFETY/SECURITY:

The carrier shall at all times guard against damage or loss to the delivery site property, the Carrier's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the Carrier shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and ensure the delivery site(s) and insure that all county, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, carrier shall provide for the prompt removal of all debris from delivery sites. All participating agencies may withhold payment or make such deductions as deemed necessary

to ensure reimbursement or replacement for loss or damage to property through negligence of the Carrier or its agents.

13. ADDITION OF DELIVERY SITES:

Each Participating Agency shall be able to add delivery sites to the attached list, with 7 days notice to the seller.



January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Additional Products – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

Per the terms of the RFP, please see below quote for Additional Fuel Products:

Item No.	Description	Transport Delivery Differential Proposed	Tankwagon Delivery Differential Proposed
1	Midgrade UNL 89 Octane E-10	+0.099	+0.199
2	Recreational Unleaded 90 Octane	+0.099	+0.199
3	Ultra Low Sulfur #2 Red Dye Diesel	+0.149	+0.349
4	Biodiesel Fuel B5	+0.049	+0.149
5	Biodiesel Fuel B20	+0.049	+0.149
6	E85 Fuel Ethanol	.10 under 87E10	.10 under 87E10
7	Biodiesel Fuel B5	.01 under ULSD	.01 under ULSD
8	Biodiesel Fuel B10	.015 under ULSD	.015 under ULSD
9	Biodiesel Fuel B20	.02 under ULSD	.02 under ULSD
10	Premium UNL 93 Octane E-10	+0.099	+0.199

We will utilize the same OPIS Unbranded Rack Index as outlined in Section 2 of the RFP, "Pricing Methodology".



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Fax: (954) 527-1191
Toll Free: (800) 683-5823

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Carlton', is written over the printed name.

Don Carlton
President
Port Consolidated



January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Alternate Proposal – UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL COOPERATIVE GROUP

Dear Mr. English:

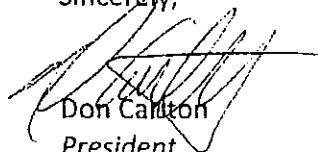
Please be advised. For those municipalities that wish to haul their own product, Port will deduct \$0.01 per gallon from the standard delivered transport offering.

Port Consolidated also has the ability to arrange for "Fixed Price" fuel contracts. These programs will allow municipalities to budget their fuel costs without having to combat day to day market volatility.

Please see the attached "Fixed Price" Supply Agreement. Pricing or quotes for such programs change by the minute. We would prefer to quote accordingly if and when the need arises.

Should you or the City of Pompano Beach Purchasing Division have any questions on this proposal, please feel free to contact me at any time.

Sincerely,



Don Carlton
President
Port Consolidated

Port Consolidated
3141 SE 14th Ave.
Fort Lauderdale, FL 33335

Exhibit A

Petroleum Product
Sales/Purchase Agreement

SUBJECT TO THE TERMS AND CONDITIONS OF THIS SALES/PURCHASE AGREEMENT, BUYER AGREES TO PURCHASE AND SELLER AGREES TO SELL AND DELIVER THE FOLLOWING PRODUCT(S) AT THE PRICE(S) AND IN THE QUANTITIES (TO BE PULLED RATABLY THROUGHOUT THE DELIVERY PERIOD) AS SET FORTH IN THIS AGREEMENT.

ACCEPTED AND AGREED TO ON

Buyer:	Seller: PORT CONSOLIDATED
Attn:	Attn: JOSEPH R. SISK
Title:	Title: CFO / TREASURE
Phone:	Phone: 954-522-1182 x233
Fax:	Fax: 954-527-1191
By: _____	By: _____
Print Name:	Print Name: Donald Carlton, Jr.
Title: Owner	Title: President

1. F.O.B. Delivery Point(s)	Monthly Gallons	Product

2. Payment Terms: Payment Net 15 Days from date of bill of lading. All payments shall be made in US Dollars. Volume shall be determined solely by the terminal net bill of lading or certified meter reading.

3. Term: The Term of this Agreement shall be for a period of _____ months, beginning on _____ and ending on _____.

4. Price:

5. Credit: Upon request Buyer will promptly furnish to Seller financial statements, references from banks and trade organizations and any other information requested by Seller. Buyer represents and warrants that all financial statements or similar documents provided by Buyer to Seller (previously or hereafter) (i) do or will fairly present in all material respects Buyer's financial condition as of the date of such documents; (ii) have been prepared in accordance with U.S. generally accepted accounting principles and (iii) if audited, have been certified without reservation by a firm of independent public accountants. Seller shall determine a credit limit ("Credit Limit") for Buyer. Buyer agrees that it shall not contract for Product(s) in excess of its Credit Limit. Buyer shall have the right to contract for amounts reflecting the difference between the Credit Limit and any amounts due and owing to Seller. Seller in its discretion may require Buyer to make a good faith deposit at initiation of this Agreement to secure Buyer's performance. [Alternative: Seller in its discretion may require Buyer to make several deposits on demand during the Term of the Agreement to secure Buyer's performance.] Such deposit(s) will constitute credit against future delivery and may be applied against one or more invoices (exclusive of taxes) in Seller's discretion. Seller has the right to use any deposit(s) to set off against any obligations of this Agreement in the event Buyer defaults, becomes insolvent or files for bankruptcy.

6. Taxes/Fees: Buyer acknowledges that taxes and fees are not included in the price set forth above, shall be billed as a separate line item and are subject to change from time to time without notice. Buyer further acknowledges that it is responsible for paying on demand any and all (a) costs and expenses for transportation from the designated supply point(s) set forth herein and (b) taxes, duties, charges, assessments and fees (including without limitation superfund and environmental fees) imposed, directly or indirectly, now or hereafter on, against, in respect of, or measured by the Product(s), or any material contained in the Product(s), or related to inspection, production, manufacture, sale, use, purchase, storage, transportation, delivery, or

other handling of the Product(s) or material contained in the Product(s), or any feature thereof, or otherwise relating to this Agreement. The parties specifically agree that the preceding sentence shall apply regardless of any other term or condition contained herein or any other agreement between the parties. Should Buyer claim exemption from any taxes, Seller is under no obligation to verify such status and Buyer shall indemnify Seller pursuant to Paragraph 15 in the event Buyer is or was not exempt from such taxes.

7. Specification: Per Seller specifications.

8. Quantity/Volume: Buyer shall purchase 100% of Monthly Gallons per each Delivery Point. Buyer is required to lift Product(s) ratably on a weekly basis at all Delivery Points.

9. Ratable Usage: During each calendar month of this Agreement, Buyer is required to lift each Product on a ratable basis by the week at any or all of the delivery points. The weekly ratable volume for each Product by delivery point is 7/30 of the maximum monthly volume (defined as one twelfth of Purchaser's yearly commitment or otherwise computed on a pro rata basis based on the number of months of this Agreement) specified for each delivery point.

10. Default and Remedies: For the purposes of this Agreement, Buyer's default includes (a) the making of any false or misleading representation in this Agreement and (b) the failure to observe or comply with any provision or covenant in this Agreement. In the event of Buyer's default, Seller may seek all legal and equitable remedies, including, without limitation, all rights provided by Article 2 of the Uniform Commercial Code. Seller may also seek its attorneys' fees, costs and expenses incurred in connection with Buyer's default. In addition, in the event that any invoice is not paid when due or Buyer takes delivery in violation of Buyer's Credit Limit, Seller may at its option (i) suspend or condition further deliveries or (ii) terminate this Agreement, without notice or demand, and all unpaid balances shall be immediately due and payable. In the event Buyer fails to take delivery of any portion of any Product(s) during the Term, including non-delivery as a result of Buyer's default, Buyer agrees to pay Seller immediately Seller's lost profits on the undelivered quantity of Product(s). All amounts not paid when due shall bear interest at ___% per annum and shall be payable with all costs of collection, including, without limitation, Seller's attorneys fees, costs and expenses. Upon the occurrence of any default, Seller may set off against the indebtedness of any amounts owing by Seller to Buyer, whether or not those amounts are immediately payable. Seller shall have the right to require the Buyer to take possession of the Product with or without demand and with or without process of law and the right to sell or dispose of the Product.

11. Notices: Any notice, request or other communication required or permitted by or pertaining to this Agreement ("Notices") shall be in writing and issued to the addresses as listed above. Notices shall be delivered by (a) by a nationally recognized courier or messenger service with confirmed delivery, (b) personal service or (c) first class mail prepaid. Notice using the methods set forth in (a) or (b) shall be deemed effective if delivered between 9AM (EST) and 5PM (EST) ("Business Hours") on a day on which commercial banks are open for business ("Business Day"); any notices delivered after Business Hours or on a non-Business Day shall be deemed delivered as of 9AM (EST) on the first succeeding Business Day. Notices by first class prepaid mail shall be deemed received 5 calendar days after mailing. Refusal by a party to accept notice shall not affect its validity.

12. Allocation: Seller, in its sole discretion, may decide to allocate or limit quantities of Product(s) available for sale. In such instance, Seller shall exercise reasonable efforts to provide all of its buyers with allocations of Product(s) reflecting amounts purchased previously on a regular basis prior to allocating any Product(s) to non guaranteed quantity purchase customers and/or new customers.

13. Over Lifting: For purchases of Product(s) exceeding the amounts set forth in Section 1 above, the Buyer shall be charged in accordance with current Port Consolidated delivered prices.

14. Non-Reliance: Buyer represents that is entering into this Agreement as a principal (rather than as agent of any person or entity) and has made its own independent decisions to enter into this Agreement. Buyer is not relying on any communication (written or oral) of Seller as a recommendation to enter into this Agreement. Buyer is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement.

15. Warranties: Seller warrants that Product(s) delivered to Buyer will conform to the description(s) set forth on page 1 of this Agreement. This is Seller's sole warranty. **SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY PRODUCT(S) PURCHASED HEREUNDER. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND SPECIFICALLY EXCLUDED.**

16. LIMITATION OF LIABILITY: SELLER DISCLAIMS AND BUYER HOLDS SELLER HARMLESS FROM AND AGAINST ANY LIABILITY FOR CONSEQUENTIAL OR OTHER INCIDENTAL DAMAGES. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY CLAIMS OF LIABILITY ARISING FROM USE OF THE PRODUCT, WHETHER SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES. Seller shall not be liable for damages, whether arising from performance of Seller's obligations under this Agreement, tort (negligence), or otherwise for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruption, claims of customers, cost of money, loss of use of capital or revenue, or for any special, incidental or consequential loss or damage. Buyer agrees to defend, indemnify and hold harmless Seller from and against any and all liability, losses, damages, costs, claims, lawsuits, judgments, settlements and expenses, including without limitation, reasonable attorneys fees, costs and expenses arising or related to this Agreement or Seller's performance under this Agreement. Buyer assumes all risk and liability for and shall indemnify and hold Seller harmless from and against any and all loss, damage or injury to persons or property (whether to Buyer or third parties) arising out of the ownership, use, custody, control or disposition of the Product(s) by Buyer, its agents and employees or by any third parties.

17. Risk of Loss and Title: Identification of the Product(s) shall occur the Agreement is effective. Risk of loss passes to Buyer on identification. Title of the Product(s) shall pass to Buyer on physical possession.

18. Defects: Buyer shall within 2 days advise Seller of any alleged defect or failure to conform with specifications. If the parties agree that the Seller is responsible, at Seller's option (a) the defective Product(s) shall be returned at Buyer's expense, properly safeguarded against normal transit

risks as required by Seller, for replacement by Seller or (b) the parties shall negotiate a mutually acceptable amount to be deducted from the Agreement price, the payment of which shall operate as a full release of Seller. Buyer's failure to notify Seller of any alleged defect or failure to meet specification within 2 days shall constitute a complete waiver of any claim with respect to defects or failure to conform and Buyer's release and covenant not to sue Seller with respect to any such claim.

19. Acceptance: Buyer's acceptance of delivery of Product(s) shall constitute irrefutable evidence of its agreement to the terms and conditions set forth herein.

20. Responsibility to Warn and Report: Buyer assumes all responsibility for (a) warning and protecting its personnel and any third parties of all hazards to persons and property related to the Product(s) and (b) complying with all relevant reporting obligations under the Emergency Planning and Community Right to Know Act of 1986, 42 USC Sections 11001-11049 resulting from the presence of chemicals under this Agreement.

21. Applicable Law/Forum/Jury Waiver: This Agreement is governed by and shall be construed under the laws of the State of Florida without reference to conflicts of laws rules or principles. With respect to any suit, action or proceedings relating to this Agreement ("Proceedings") each Party irrevocably (a) submits to the exclusive jurisdiction of the courts of the State of Florida and the United States District Court located in Broward County; (b) waives any objection that it may have at any time to the laying of venue of any Proceedings brought in such court; (c) waives any claim that such Proceedings have been brought in an inconvenient forum and (d) further waives the right to object, with respect to such Proceedings, that such court does not have jurisdiction over such party, IN SO FAR AS PERMITTED BY LAW. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING IN CONNECTION WITH THIS AGREEMENT AND ACKNOWLEDGES THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THIS AGREEMENT. The prevailing party in any litigation between the parties shall be entitled to recover reasonable costs including external attorneys fees.

22. Waiver: No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.

23. Assignment: Neither Party shall assign this Agreement without the consent of the other Party hereto. Any such attempt to assign this Agreement shall be null and void. Nothing herein shall confer or is intended to confer on any person or entity which is not a party to this Agreement any rights or benefits under this Agreement.

24. Amendment: This Agreement shall not be modified or amended, except by written instrument duly executed by officers or other duly authorized representatives of the respective Parties. Notwithstanding the foregoing, Buyer agrees that Seller may modify the terms of this Agreement at any time to comply with changes in applicable law. Acceptance or acquiescence in a course of performance rendered shall not be relevant to determine the meanings of these terms and conditions. Notwithstanding any provisions therein to the contrary, any terms and conditions in a Buyer's purchase order, confirmation, acknowledgement form or other document issued by the Buyer that conflict with this Agreement or increase Seller's obligations are rejected and shall not be binding on Seller unless expressly accepted by Seller in writing.

25. Severability: Any provision hereof which is legally unenforceable shall be ineffective only to the extent of such unenforceability without thereby invalidating the remaining provisions hereof or affecting the validity of enforceability of this Agreement as a whole.

26. Entire Agreement: This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises, representations, or warranties affecting it.

27. Force Majeure: In no event shall the Seller be held liable (a) for indirect, consequential, punitive, or multiple damages or (b) for any loss of any kind caused, directly or indirectly, by federal, state or local law, order or regulation, government restrictions, war (whether declared or undeclared), terrorist acts, insurrection, riots, fires, flooding, strikes, failure of utility services, accidents, adverse weather or other events of nature, or other conditions beyond its reasonable control.

28. Insurance: Buyer shall carry and maintain comprehensive general public liability insurance, including contractual liability, bodily injury and property damage, workmen's compensation, and employer's liability insurance throughout the Term of the Agreement and any extension of this Agreement.

29. Recording: Each party may, in its commercially reasonable discretion, record, on tape or otherwise, any telephone conversation between the parties and involving their respective officers, agents and employees, and each party hereby agrees and consents thereto.

30. Time is of the Essence: Time is of the Essence in this Agreement. Failure to meet a deadline shall be a breach.

31. Headings: Headings in this Agreement are for convenience only and should not be used for interpretive purposes.

32. Authority to Sign: Each party executing this Agreement is duly authorized to do so and all entity action necessary for the making of this Agreement has been duly taken.



City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

December 22, 2016

ADDENDUM #1, BID E-13-17

Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group

To Whom It May Concern,

Please review the following question and the City's answer.

Q1: I wanted to confirm the volume on the bid as it seems to be a sizable difference from last year. Last year's volume: 21,434,744 gallons. This year's volume: 3,621,580 gallons. I wanted to make sure we recorded the correct gallons in our system and communicated it to our bid team.

A1: The aggregate fuel capacity of the Southeast Florida Governmental Purchasing Cooperative Group, which is shown in Attachment B, represents only one fill-up of all the tanks owned by each participating Co-op member. Attachment D "Co-op volume report Jan-Dec 2015" may be more useful for annual volume projections, as it records a full year's history of multiple deliveries.

Q2: [We] would like to prepare a proposal for the above referenced bid. However, I would like to know if we have to bid on all sites, or can we bid on just the tanker sites?

A2: This is an "all or nothing" solicitation. The successful proposer will be expected to provide diesel AND unleaded gasoline to all participating Co-op agencies.

Q3: Please provide a copy of the prior bid tabulations, invoice and bill of lading for our records for each location with a tank capacity of 5,000 or more.

A3: The previous contract, Attachment C Coral Springs Contract 14-A-035 RFP has been added to the attachments tab. As the successful proposer will bill, deliver to, and enter into separate contracts with approximately 40 participating Co-op agencies, there is no single source for the invoices and bills of lading for each of these agencies.

Q4: What are the volumes for this bid, either by agency or total? I need to be able to judge the commitments that need to be made and realistic projections of what products will be needed and in what quantity.

21

Addendum #1, E-13-17

A4: Attachment D "Co-op volume report Jan-Dec 2015" has been added to the attachments tab.

Q5: What agencies may use their own trucks and what volumes would they require?

A5: Presently, the City of Boca Raton uses their own trucks. Attachment D "Co-op volume report Jan-Dec 2015" contains a record of their volume.

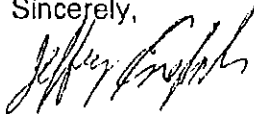
Attachments C and D have been added to the attachments tab of the electronic solicitation. Addendum #1 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions is **5:00 p.m. (local) December 28, 2016**. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), January 4, 2017**.

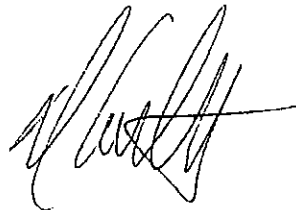
The remainder of the solicitation is unchanged at this time.

Sincerely,



Jeff English
Purchasing Agent

cc: website



Don Carlton
Port Consolidated



January 12, 2017

Jeff English
City of Pompano Beach
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

Re: Confirmed Cardlock Locations and Pricing

Dear Mr. English:

Please be advised. Port Consolidated has six locations throughout the South Florida where customers can fuel their vehicles directly from our automated fueling stations. They are as follows:

- 11550 NW 36th Ave., Miami, FL 33167 – Diesel and Gasoline -Mon. through Fri., 7 AM – 5 PM
- 3141 SE 14th, Ave., Ft. Lauderdale, FL 33316 – Diesel and Gasoline 24/7
- 2301 NW 15th Ave., Pompano, FL 33069 – Diesel and Gasoline 24/7
- 1126 Hammondville Rd., Pompano, FL 33039 – Diesel Mon. through Fri., 7 AM – 5 PM
- 1782 Skees Rd., West Palm Beach, FL 33411 – Diesel and Gasoline 24/7
- 6951 Garden Rd., Riviera Beach, FL 33404 – Diesel and Gasoline 24/7

Pricing for the above facilities will be the same as our confirmed delivered tankwagon pricing. I will send out Cardlock set-up/activation forms with additional information to the Co-op at a later date.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Canton', is written over the typed name and title.

Don Canton
President
Port Consolidated

Exhibit C

Rate Schedule

Prices are F.O.B. delivered as a differential from the applicable OPIS price published in the "OPIS Contract Benchmark File" as described herein for the date of delivery of product to the City, and Participating Agencies, and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. The differential shall remain firm during the initial contract period and any renewal period unless agreed to in writing by both parties. The below pricing also includes the alternate fuels listed in RFP E-13-17.

Item No.	Description	Transport Delivery Differential	Tankwagon Delivery Differential
1	Unleaded Gasoline	0.007	0.089
2	Diesel Fuel	0.007	0.089

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 ENGAGE SERVICES FROM A.F.L.C. INC. IN THE AMOUNT OF TWENTY TWO THOUSAND NINE HUNDRED TWELVE DOLLARS (\$22,912.00) FOR THE DEMOLITION OF TWO BUILDINGS LOCATED AT THE BOISEY WAITERS PROPERTY LOCATED AT 1399 STIRLING ROAD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

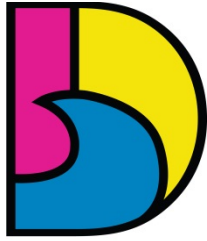
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

COMM-MEMO-DEMOBLDGS-BOISE-031020-rev, R-2020- A.F.L.C Demolition of Two Buildings on Boisey Waiters Property, Quotes- Boisey Waiters Property Demolition 1399 Stirling Road



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: March 10, 2020

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

**RE: AUTHORIZATION OF RESOLUTION TO APPROVE THE DEMOLITION OF THE
TWO CITY BUILDINGS LOCATED ON THE BOISEY PARK PROPERTY ON
STIRLING ROAD**

Request

City administration is requesting City Commission authorization to approve the resolution to demolish two city-owned buildings located in the Boisey Park property at 1399 Stirling Road.

Background

The two single story buildings, which total approximately 3,000 square feet in area, have not been occupied in over two decades. The buildings have only been used for storage of items such as old furnishings, discarded equipment, and other miscellaneous articles. Both buildings are in a state of disrepair, and currently serve no useful purpose. There are currently no plans to re-purpose or repair the buildings.

The potential uses of the 2.4-acre land area where the structures are located are limited by the existence of these obsolete structures. Removing these buildings and properly grading the area will provide a clean canvass on which to plan the future use of the property. The buildings' location and recent photos are provided in Attachment 1. The Public Services Department (PSD) obtained the following quotes for this work from three qualified contractors:

A.F.L.C. Inc.	\$22,912.00
Decota Construction	\$42,000.00
Rick Hamann and Sons Demolition	\$59,000.00

PSD recommends that authorization to perform the work be granted to the lowest qualified respondent, A.F.L.C. Inc., at a cost of \$22,912.00

Budgetary Impact

The cost of the project will be funded by an appropriation of General Fund Unassigned Fund Balance. Approval of the item will require a budget amendment that increases both revenue and expenditure accounts, as follows:

Appropriated Fund Balance:	001-00-00-389-90-01	\$22,912.00
Public Services R&M Buildings:	001-39-02-539-46-40	\$22,912.00

\continued...

Recommendation

City administration recommends approval of the resolution authorizing the City Manager to engage the services of A.F.L.C. Inc. for the demolition and site grading work at the Boisey Park property.

RESOLUTION NO. 2020-026

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENGAGE SERVICES FROM A.F.L.C. INC. IN THE AMOUNT OF TWENTY TWO THOUSAND NINE HUNDRED TWELVE DOLLARS (\$22,912.00) FOR THE DEMOLITION OF TWO BUILDINGS LOCATED AT THE BOISEY WAITERS PROPERTY LOCATED AT 1399 STIRLING ROAD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, two City-owned unoccupied buildings are currently located on a 2.4 acre City property located on Stirling Road known as the Boisey Waiters parcel; and

WHEREAS, these buildings are in a state of disrepair and have been used exclusively for storage over the past two decades; and

WHEREAS, the buildings are no longer useful and only limit use of the land upon which the structures are located; and

WHEREAS, City Administration deems it necessary and appropriate to demolish the buildings and grade the terrain so that future uses of the property include a full range of options; and

WHEREAS, the Public Services Department has obtained three (3) quotes for the demolition and site work, resulting in A.F.L.C. Inc., being recommended as the lowest priced qualified respondent;

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

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

Section 2. That the City Commission authorizes the City Manager to purchase services from A.F.L.C. Inc. at a cost of Twenty Two Thousand Nine Hundred Twelve Dollars (\$22,912.00) for the demolition of structures located at 1399 Stirling Road.

Section 3. That funding for these services shall be appropriated from General Fund Unassigned Fund Balance, requiring a budget amendment that increases both revenue and expenditure accounts, as follows:

Appropriated Fund Balance:	001-00-00-389-90-01	\$22,912.00
Public Services R&M Buildings:	001-39-02-539-46-40	\$22,912.00

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

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to 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 March 10, 2020.

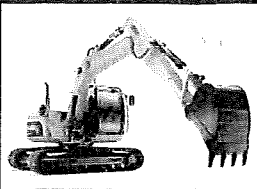
ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



A.F.L.C. INC.

3805 NW 132 ST Opa Locka FL, 33054 Phone 305.216.4184 / Fax 954.391.8111 – www.southfloridademolitions.com

SUBMITTED TO: *City of Dania Beach*
ATTENTION: Carl Kallicharan
ADDRESS: 1201 Stirling Road Dania Bch FL, 33004
OFFICE: (954)924-6808 x3745
CELL: (954)643-8685
EMAIL: ckallicharan@daniabeachfl.com

DATE: 2/5/2020
JOB NAME:
JOB ADDRESS: **1399 STIRLING ROAD**
Dania Beach FL, 33004

We hereby submit specifications for a complete demolition of structures at the above referenced addresses.

Scope Of Work :

- 1-Demolition includes removing and hauling away existing two 1story CBS structures of approximately **3,036sqft**
- 2-Demolition includes removing and hauling away all existing foundation, footers and associated pipes.
- 3- Demolition includes grade disturbed area with **no** backfill of new material.
- 4- AFLC. INC. is responsible for permit processing and utilities capping(water,sewer,fpl).

Exclusions:

Permits Fees(City,Utilities,Derm), Property Survey, Tree Survey, Asbestos Survey & Abatement Cost, Removal Of Asphalt Driveway, Removal Of Trees, Fill Material Or Top Soil, MOT Fees, Installation Of Perimeter Fence, Installation Of Sod.

Cost:

We hereby propose to furnish equipment and labor to complete in accordance with the above specifications, for the sum of \$22,912.00 with payment to be made when job has been completed.

Price is valid for 90 days after the above-mentioned screening is completed. **Job is to be completed within 15 working days from job commencement.** Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

Time Of Commencement:

The work to be performed under this agreement shall be commenced after a Notice of Commencement is filed and no later than a notice to proceed and all permits have been issued. All work shall be performed in an expeditious manner.

General Conditions:

1. AFLC, Inc. is not responsible for any damage to existing asphalt driveway.
2. AFLC, Inc. is not responsible for inevitable damage done to walls and foundation.
3. AFLC, Inc. has all salvage rights. All existing recyclable items are included in this proposal price. There items included, but are not limited to the following: aluminum, copper, electrical panels, furniture, anything of value, etc. any items needed to be salvage by Owner or GC that is not part of AFLC's recycling proceeds counted in the given estimate is to be removed prior to commencement of demolition.
4. All items removed by AFLC, Inc. including the proceeds, if any, shall become property of AFLC, Inc..
5. AFLC will not take responsibility for any damages that may occur to salvageable items once work has commenced.
6. If bonds are required, Owner will provide applicable bonds at no cost to AFLC, Inc.
7. AFLC, Inc. also guarantees to remove all equipment of said project location upon completion of demolition.
8. AFLC, Inc. is not responsible for unforeseen consequences or events due to failure of structures and/or building materials not seen.

ACCEPTANCE OF CONTRACT

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGREED AND ACCEPTED BY

AFLC INC.

CC#15BS00350 / CC#18-D-21165-R

DECOTA

CONSTRUCTION

Office: 954.923.6004
Toll Free: 1.855.923.6004
Fax: 954.923.6005
Email: office@decotagroup.com

Licensed & Insured
CGC 1516657
1502 South Federal Hwy Dania Beach, FL 33004
www.DECOTAGROUP.com

February 7th 2020

City Of Dania
100 W Dania Beach Fl 33004

Estimate:

SCOPE OF WORK

Demolish and hall away 2 structional building
1399 Sterling Road

<u>Fee</u>	<u>Total</u>
\$42,000.00	\$42,000.00

Total Amount Due:

\$42,000.00

If you have any questions, please do not hesitate to contact me.

Very truly yours,
Decota Construction, Inc.

RICK HAMANN AND SONS DEMOLITION, INC.

WWW.HAMANNANDSONS.COM

**4023 W. Lake Estates Dr.
Davie, FL 33328
License #02-10556-D**

**Office (954) 434-8937
Fax (954) 434-7191
Mobile (954) 325-4451**

Date: 2/10/20

Name: City of Dania Beach

Contact Number:

Job Location: 1399 Stirling rd Dania

Price: \$59,000

TERMS AND CONDITIONS

We propose to furnish all permits, equipment, labor, insurance, materials, and all required licenses, to complete the scope of work listed below. City of Dania Beach to waive all permit fees and supply property survey, FPL letter and sewer cap & hose bib. Payment due upon completion.

Work will commence within ___ days after receipt of the properly accepted contract and will be completed within ___ working days after starting date, as long as permits are issued on time.

SCOPE OF WORK

1. Demolish and remove entire structure at above address including slabs, footers, and all debris associated with the demolition. Small trees and shrubs in the right of way of demolition will be removed. Job will be left spotless when completed.

ACCEPTANCE

IF ACCEPTING PLEASE SIGN AND RETURN VIA EMAIL OR FAX # 954-434-7191
THIS PROPOSAL IS EXPRESSLY SUBJECT TO THE GENERAL CONDITIONS STATED
ABOVE.PRICE IS GOOD FOR 90 DAYS.

Richard A. Hamann, Sr. (Date)
President

ACCEPTANCE (Date)

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 EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES TO BE PURCHASED FROM CALVIN GIORDANO AND ASSOCIATES TO PROVIDE DESIGN, PERMITTING AND CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES FOR THE DANIA COVE DRAINAGE IMPROVEMENT PROJECT IN THE AMOUNT OF THIRTY-THREE THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS(\$33,285.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE PUBLIC SERVICES DEPARTMENT; PROVIDING FOR CONFLICTS, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

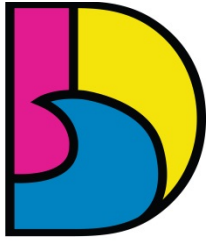
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo-CCNA Dania Cove Drainage Impr_ CGA , R-2020- CGA Dania Cove Drainage Improvement Project CCNA Exceed \$25K, Exhibit A- 19-2777.9 Dania Cove CCNA Work Order (signed CG)



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: March 10, 2020

TO: Honorable Mayor and Commissioners

VIA: Ana M. Garcia, ICMA- CM, City Manager
Candido Sosa-Cruz, Assistant City Manager

FROM: Fernando Rodriguez, Public Services Director

RE: AUTHORIZATION TO APPROVE CCNA WORK ORDER TO CALVIN GIORDANO AND ASSOCIATES, INC., FOR PROFESSIONAL SERVICES FOR DANIA COVE PARK DRAINAGE IMPROVEMENTS

Request

The Public Services Department (PSD) requests approval to for a work order to Calvin Giordano and Associates, Inc., (CGA) to provide professional services not to exceed \$33,285, for design, permitting, bidding assistance, and construction engineering inspection (CEI) services for drainage improvements at the Dania Cove Park.

Background

The Dania Cove Park (Park) has been experiencing flooding in the Park and in the roadway near the Park. To evaluate and resolve that issue, PSD requested a scope and fee from CGA to provide design, permitting, bidding assistance, and CEI services. CGA is the firm that has the most experience with the Park, having provided design, permitting, and CEI services for other areas of the Park.

CGA was one of fifteen firms chosen as an engineering consultant for continuing services under RFQ 16-004, per the Consultants Competitive Negotiation Act (CCNA). The City Commission approved the list on October 25, 2016, with Resolution 2016-142, and entered into an agreement with CGA on November 15, 2016.

Budgetary Impact

Funding for this project will be appropriated from the Professional Services Engineering Account No. 403-38-01-538-31-30 in an amount not to exceed \$33,285.

Recommendation

PSD recommends approval of this request to provide professional services to improve drainage and flooding at the Dania Cove Park.

RESOLUTION NO. 2020-027

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR SERVICES TO BE PURCHASED FROM CALVIN, GIORDANO & ASSOCIATES, INC., TO PROVIDE DESIGN, PERMITTING, AND CONSTRUCTION ENGINEERING INSPECTION (CEI) SERVICES FOR THE DANIA COVE DRAINAGE IMPROVEMENT PROJECT IN THE AMOUNT OF THIRTY THREE THOUSAND TWO HUNDRED EIGHTY FIVE DOLLARS (\$33,285.00); AUTHORIZING SUCH PURCHASE TO BE MADE WITHIN THE PUBLIC SERVICES DEPARTMENT'S BUDGET; 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, in 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 requests approval of a Professional Services Agreement to purchase professional engineering services for design, permitting, and construction engineering inspection (CEI) services for the Dania Cove Drainage Improvement Project from Calvin, Giordano & Associates, Inc., ("CGA") in the amount of Thirty Three Thousand Two Hundred Eighty Five Dollars (\$33,285.00) attached as Exhibit "A"; and

WHEREAS, CGA was chosen as one of fifteen firms awarded as an approved engineering consultant for continuing contract services by the City Commission on October 25, 2016 pursuant to RFQ No. 16-004 under Resolution No. 2016-142, and it entered into an agreement with the City on November 15, 2016; and

WHEREAS, the Public Services Director has determined that CGA can provide various professional engineering evaluations and services for minor drainage improvements at the north end of Southwest 25th Terrace to include an evaluation of needed drainage improvements such as a new catch basin and pipe located in Dania Cove; and

WHEREAS, funding is available and appropriated in the Professional Services Engineering Account No. 403-38-01-538-31-30 for the current budget year and made in accordance with the City Purchasing Policy for such fiscal year;

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

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

Section 2. That the City Commission authorizes a Professional Services Agreement for professional engineering services and construction engineering inspection (CEI) services by Calvin, Giordano & Associates, Inc., in the amount of Thirty Three Thousand Two Hundred Eighty Five Dollars (\$33,285.00).

Section 3. That the Public Services Department purchase shall be subject to and made within the approved Professional Services Engineering Account No. 403-38-01-538-31-30 and in accordance with the City of Dania Beach Purchasing Policy for each fiscal year.

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 March 10, 2020.

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
PUBLIC SERVICES DEPARTMENT**

CCNA WORK ORDER

This is a work order (Work Order), dated _____, 20____, issued by the City of Dania Beach, Florida (the “City”) to Calvin Giordano and Associates, Inc., (the “Consultant”), in connection with an Agreement dated November 15, 2016, existing between the City and the Consultant, which Agreement is incorporated by this reference.

The Consultant shall perform work (the “Work”) for the City as described in **EXHIBIT ONE**, a copy of which is attached and incorporated by this reference. The Work Order and any and all timeframes pertinent to the Work are specified in that exhibit.

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

ATTEST:

**CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation**

TOM SCHNEIDER, CMC
CITY CLERK

ANA GARCIA, ICMA-CM
CITY MANAGER

APPROVED FOR FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



CITY OF DANIA BEACH, FLORIDA
PUBLIC SERVICES DEPARTMENT

CCNA WORK ORDER (CONTINUED) - Dania Cove/ SW 25th Terrace Drainage Improvements

CONSULTANT:

Calvin Giordano and Associates, Inc.
a Florida corporation (OR AS APPLIES)

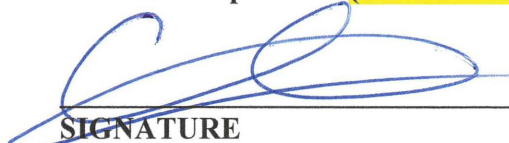
WITNESSES:


SIGNATURE

Jenna Martinetti
PRINT NAME


SIGNATURE

Lissette Valdes
PRINT NAME

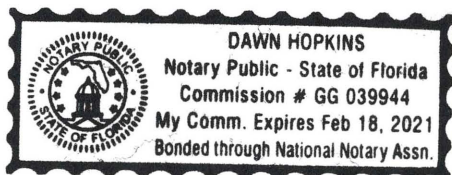

SIGNATURE

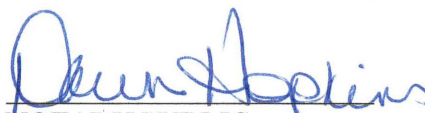
Chris Giordano
PRINT NAME

Vice President
TITLE

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me on February 18, 2020,
by Chris Giordano, as Vice President of Calvin Giordano & Assoc., Inc., a Florida
Corporation, on behalf of the Corporation. (He/she is personally known to me
or produced _____ as identification and did (did not) take an oath.




NOTARY PUBLIC
State of Florida

My Commission Expires:

EXHIBIT ONE

Professional Services Agreement

DATE: January 31, 2020

RE: Dania Cove/SW 25th Terrace Drainage Improvements

CITY: City of Dania Beach
1201 Stirling Road
Dania Beach, FL 33004

ATTENTION: Marjorie G. Craig, PE, Deputy Public Services Director/ City Engineer

CGA NO.: 19-2777.9

CITY NO.: 2017-001

CITY BID NO.: 14-047

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this proposal for professional services on the above-referenced project to City of Dania Beach (CITY). The scope of work consists of providing design, permitting, and construction engineering inspection (CEI) services for minor drainage improvements at the north end of SW 25th Terrace to include a new catch basin and pipe that discharge into new and/or modified retention areas within the existing park. Permitting includes Broward County Surface Water Management (BCSWM) License only as no impacts to the wetlands, mangroves, or any shorelines are anticipated. The construction time is anticipated to be 4 weeks; as such, the project management and CEI services are based on this timeframe. If construction exceeds 4 weeks, CGA additional time shall be billed hourly based on the attached rates, with approval from the City or an Additional Services Agreement is required.

The specific scope of services is detailed as follows:

I. Engineering Design and Permitting (\$10,970.00)

1. Review the existing grades and provide design drawings and specifications for a new catch basin on SW 25th Terrace to outfall into the park.
2. Provide revised paving, grading and drainage plans for the park to modify the existing retention area to work around existing trees and add small retention areas on the west side of the park, where feasible, without impacting the shoreline or mangroves.
3. Meeting with City staff to confirm the design intent, review the plans, and proceed with permitting of the plans.
4. Prepare calculations required for drainage permitting.
5. Submit plans and supporting documents to BCSWM for drainage permits.
6. Respond to agency comments and resubmit plans to the permitting agencies listed above.
7. Provide final plans, specifications and permits to the City for advertising the

project for bidding.

II. Bidding Assistance and CEI Administration Services (\$17,315.00)

1. Attend the pre-bid meeting, assist the City in answering Requests for Information (RFI) and issuance of addenda during bid advertisement.
2. Participate in the review of the contractor's bids received by the city and provide a letter to the City with the results. Note – a full review will only be completed on the two apparent lowest bidders. If additional review is required, the time shall be billed hourly with approval from the City.
3. Schedule and conduct one (1) pre-construction meeting, prepare and distribute meeting minutes summarizing the items / issues discussed with the selected contractor (CONTRACTOR)
4. Log and review shop drawings for the proposed pipe and drainage structure (estimated 6 hours). If additional time is required to perform the reviews, CGA's time shall be billed at the hourly rate with approval from the CITY.
5. Coordinate prompt resolutions on any CONTRACTOR RFI's or of issues which may arise during the construction process
6. Overall CITY coordination to keep the CITY aware of the project's progress.
7. Review and verify quantities, coordinate revisions (if required), and provide recommendation of approval of CONTRACTOR'S monthly payment requests (estimated 3.0 hours per payment request, assuming 1 progress and 1 final pay request).
8. Provide construction inspections for compliance with plans and specifications and make field inspection reports (10.0 hours/week for estimated 4 weeks).
9. It is assumed that the City field supervisor will make daily periodic inspections and site visits to supplement CGA's construction oversight.
10. Review, negotiate, and prepare any work change directives (field change/ directives) or change orders requested by the CONTRACTOR or by the CITY. Assist with the CONTRACTOR'S requested plan deviations or material substitutions and provide the CITY with recommendation(s)
11. Review, prepare and distribute the punch list items for the substantial and final completion inspections. Upon acceptance of the work, prepare a recommendation of project acceptance and submit to the CITY.

12. Review as-builts provided by the CONTRACTOR, provide engineer's certification letter and permit close out.

III. Items not included, but can be performed on an hourly basis, according to the attached rate sheet.

1. Redesign and value engineering of the construction documents after submittal to the City.
2. Environmental Resource License (ERL) or Army Corp of Engineer (ACOE) permitting relating to the shoreline or mangrove impacts.
3. Evaluate requested deviations from the approved design or specifications during the construction period / Contract Time.
4. Any other items not included above such as landscape plans, additionally survey, traffic engineering, etc.

III. Miscellaneous Services Requested by the CITY.

1. This fee is for miscellaneous and unforeseen items that may come up during the scope of this proposal or additional survey that may be needed. This task is hourly and can only be utilized if approved by the CITY (\$5,000.00, on an hourly basis)

CGA will perform the above Scope of Services for a lump sum fee of **\$33,285.00**. The attached table provides the staff hour breakdown for these professional services.

Dania Cove - Labor Matrix
1/31/2020

Rate/hour	Jr. Engineer I \$100.00	Project Manager \$150.00	Sr. CADD Manager \$115.00	Construction Manager \$125.00	Sr. Inspector \$100.00	Clerical \$75.00	Total Hours	Total Cost
Design and Permitting	0	44	38	0	0	0	82	\$10,970.00
Design		20	24					
Permitting		16	12					
Provide Specifications and Contract Documents		8	2					
PERMITTING	0	0	0	0	0	0	0	\$0.00
Submit Package to Building Department Dry-Run								
Respond to Agency Comments								
BIDDING	0	12	0	0	0	0	12	\$1,800.00
Pre-bid		4						
RFIs		4	2					
Review bids		4	2					
CEI	12	44	4	14	48	7	131	\$15,515.00
Pre-construction meeting		2		2		2		
Shop Drawing review	4	4				1		
PM/ General tasks during construction		10		4				
Construction meetings		4		4				
Contractor RFI's	4	2	4					
Construction Observation		4			40			
Pay Requests		2			2	2		
Review as-builts		6			2			
Punchlist, Final Cert and close out	4	10		4	4	2		
TOTAL HOURS	12	100	42	14	48	7	225	\$28,285.00
Misc. Hourly								\$5,000.00
TOTAL								\$33,285.00

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE APPROPRIATION AND USE OF LAW ENFORCEMENT TRUST FUNDS IN AN AMOUNT NOT TO EXCEED THIRTY SEVEN THOUSAND FOUR HUNDRED DOLLARS (\$37,400.00) FOR PUBLIC SAFETY EQUIPMENT

Purchasing Requests ONLY

Dept:

Acct #:

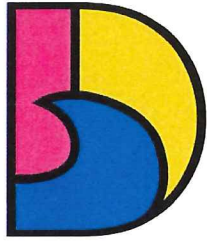
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - BSO LETF Purchase of Public Safety Equipment, R-2020- BSO LETF Purchase of Public Safety Equipment (LPR), Exhibit A LETF Purchase of Public Safety Equipment Quotation



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)**

MEMORANDUM

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

From: Captain Daniel J. Marks

Date: March 3, 2020

Subject: LETF Purchase

This memorandum is in reference to a request to purchase one License Plate Reader (LPR) speed trailer. 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 LPR trailer is equipped with two cameras and all hardware and software required to operate. The trailer is 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 for the LPR speed trailer is \$37,400.00 including delivery. This purchase would give Dania Beach the opportunity to deploy a total of four LPR speed trailers in different quadrants of the city at one time.

Please see the attached quote and let me know if you have any questions. Thank you for your time and consideration.

RESOLUTION NO. 2020-028

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 THIRTY SEVEN THOUSAND FOUR HUNDRED DOLLARS (\$37,400.00) FOR PUBLIC SAFETY EQUIPMENT; 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 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 Thirty Seven Thousand Four Hundred Dollars (\$37,400.00), for the purchase of one (1) license plate reader ("LPR") as described in the Project Quotation, which is attached as Exhibit "A", which is made a part of and is incorporated into this Resolution by this reference, is approved.

Section 2. That the cost has not been planned or reflected in the current year approved budget; therefore, upon receipt of the appropriation described in Section 1 above, Captain Marks is authorized to expend such funds for the specific purpose 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. 104-21-01-521-64-30 in an amount not to exceed Thirty Seven Thousand Four Hundred Dollars (\$37,400.00).

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 March 10, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

		Vetted Security Solutions 4185 35th St N Saint Petersburg, FL 33714 Office: (727) 440-3245		GS-07F-0031W Contract Period: 10/5/2009 – 10/4/2024 Schedule: 84 FSC Group: 63 Download PDF File for GS-07F-0031W	
Attention:	City of Dania Beach (BSO)		Date	3/3/2020 9:10:45 AM	
Project Name:	City of Dania Beach - LPR Speed Trailer		Quote Number:	00000297	

PROJECT QUOTATION

We at Vetted Solutions are pleased to quote the following systems for the above referenced project:

Scope of Work:

Hardware				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
VSS-SPD-TRL-LPR	2 Camera ALPR Speed Trailer	1	\$36,000.00	\$36,000.00

Software				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
VSBSVC-02	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for 15-30 total camera units	1	\$450.00	\$450.00

Shipping				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
VSS-SHP-TRL	Shipping Rates for Trailer	1	\$950.00	\$950.00

Hardware Cost:		\$36,000.00
Software Cost:		\$450.00
Shipping & Services Cost:		\$0.00
Warranty Cost:		\$0.00
Extended Total Cost:		\$37,400.00

Proposal Notes:

1. All prices are quoted in USD and will remain firm and in effect for 30 days.
2. This Quote does not include anything outside the above stated bill of materials.
3. Complete system includes 1-year parts/labor warranty, extended warranty options are available.
4. Connectivity is assumed Cellular on department supplied cell card to the MDC for real time connectivity to LEARN database.

Quoted by Jeff Kinney Phone: email: jkinney@vettedsecuritysolutions.com

	Project Total: \$37,400.00	
Accepted By:	Date:	P.O#

Please email purchase order to:

purchasing@vettedsecuritysolutions.com

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Discussion

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION CREATING A CITY CEREMONIAL ITEMS POLICY
--

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
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Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

R-2020-029 City Ceremonial Items Policy, R-2020-029 City Ceremonial Items Policy Exhibit A
--

RESOLUTION NO. 2020-029

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

WHEREAS, the City Commission wishes to create and adopt a “Ceremonial Items Policy” (the “Policy”) to outline a process that will be followed when items such as “Proclamations” and a “Key to the City” are bestowed upon individuals or organizations; and

WHEREAS, such Policy will define a standard procedure that will be consistent when such ceremonial items are requested to be issued by elected officials;

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 creates and adopts a “Ceremonial Items Policy” which will be applicable to City elected officials and determine a standardized process that will provide for consistency. A copy of the Policy is attached as Exhibit “A”, which is made a part of and is 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 its passage and adoption.

PASSED AND ADOPTED on March 10, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



March 3, 2020

Ceremonial Items Policy

The governing body hereby establishes a procedure to be adhered to by the governing body, the city manager and organizations relative, but not limited to, the issuance and distribution of proclamations, keys to the city, awards, certificates and other ceremonial items or documents, effective March 3rd, 2020. All ceremonial items with the exception of letters of honor shall require city commission approval.

The mayor, commissioners, city manager and organizations may request ceremonial items from the city commission by submitting a written request to the city clerk using the request form before the publishing of the next city commission meeting. Upon receipt, the city clerk will place it on the next agenda for discussion and motion to approve the request to be placed at a future meeting. The individual or organization making the request will have the opportunity to explain the reason for the request for the city commission's consideration and discussion. Upon city commission approval, the city clerk will prepare the item and, if applicable, will invite the party to be recognized to the next appropriate city commission meeting or the event of the organization requesting the item.

Ceremonial item requests requirements. The criteria and types of ceremonial items available for presentation shall serve as a reference for the city commission.

The following types of ceremonial items are available for presentation.:

(1) Keys to the city. A key to the city is the most prestigious award presented by the city commission and shall be generally limited to the following criteria:

- a. To citizens of the city who brought, regional, national or international acclaim to the city;
- b. To citizens who have provided long and dedicated significant service to the city;
- c. To individuals for meritorious acts within the city.
- d. To dignitaries of unique and recognizable, county, state, national and international stature;

(2) *Proclamations*: A proclamation is a formal public statement presented at a commission meeting by the city commission to recognize certain causes and events to include but not limited to the following:

- a. For organizations with widespread community interest.

b. For national cause such as American Cancer Society, Breast Cancer Awareness, Black History Month, Women's History Month, National Library Week;

c. For organizations to commemorate a special event/activity having a positive impact on the city such as Code Enforcement Week, Parks & Recreation Month, City Clerk Week, Public Service Recognition Week;

d. For historic milestones such as Centenarian (100th) Birthdays;

e. For events supported by *Proclamations* by the President of the United States, U.S. Congress, Governor of the State of Florida or the Florida State Legislature.

(3) *Proclamations* will not be issued for the following:

a. Commercial purposes such as opening of a new business, a new service, a new product or a new professional service;

b. Deceased persons;

c. Birthdays less than 100 years;

d. Family reunions, class reunions, or wedding anniversaries;

e. National campaigns or groups unrelated to the city;

f. Personal political or business endorsement of individuals or for-profit businesses.

(4) The request form for ceremonial items such as keys, *proclamations* and certificates must include the following:

a. Specific title of what will be honored with a ceremonial item;

b. Requested date of ceremonial items and date to be presented or picked up;

c. Facts about the subject matter, cause or event;

d. Contact information of the person or official making the request including: name, mailing address, phone number, cell and email if applicable;

e. Indicate whether the organization is a nationally recognized non-profit organization;

f. Specify whether the ceremonial item will be issued at a commission meeting or an event.

Proclamations and other ceremonial items or documents approved by the city commission shall be read by the mayor, vice mayor or commissioner who requested the item. *Proclamations* can only be signed by the Mayor.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 4 “ALCOHOLIC BEVERAGES,” OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE II “OPERATION REGULATIONS,” SECTION 4-18 “HOURS OF SALE” MODIFYING THE HOURS OF PACKAGE SALES FOR ALCOHOLIC BEVERAGES FOR OFF-SITE CONSUMPTION WHICH SALES ARE CONDUCTED AT A RETAIL GROCERY STORE USE WITH A MINIMUM 27,500 SQUARE FEET

Purchasing Requests ONLY

Dept:

Acct #:

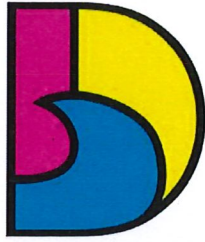
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

TX-004-20 Cover Memo, TX-004-20 Staff Report, O-2020- Amending Sec. 4-18 Modifying Hours of Alcoholic Beverage Sales at Grocery Stores (Publix), application, backup



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: March 10, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Assistant City Manager

BY: Marc LaFerrier, AICP, Director
Corinne Lajoie, AICP, Planning and Zoning Manager *CL Lajoie*
Muriel Bryan, Senior Planner *MB*

SUBJECT: **TX-004-20:** The applicant, Greenspoon Marder LLP, is requesting a text amendment to expand the hours of alcohol sales on Sundays for grocery stores. (FIRST READING)

Request

To allow the sale of alcohol on Sundays between the hours of 7:00am – 12:00pm for grocery stores of at least 27,500 square feet in addition to the already permitted liquor stores accessory to a grocery store; the Code of Ordinances currently prohibits alcohol sales by grocery stores during this time.

Background

The applicant represents the Publix on East Dania Beach Boulevard however the text amendment will be applied city-wide to all grocery stores with a floor areas of at least twenty-seven thousand, five-hundred (27,500) square feet. Currently the Code of Ordinances allows alcohol sales conducted as an accessory use to a permitted grocery store of at least 27,500 square feet during the hours of 7:00am and 12:00pm on Sundays, which is currently permitted, but excludes grocery stores of selling alcohol during the same hours.

On December 10, 2019 the City Commission approved an ordinance to allow the sale of alcohol from 7:00am-12:00pm for liquor stores accessory to a grocery store. This amendment is being proposed to clarify and simplify implementation of the previously approved related amendment.

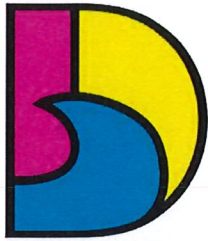
This application request will require two (2) public hearings with the City Commission.

Budgetary Impact

None

Recommendation

Approve the ordinance on first reading.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: March 10, 2020

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

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Marc C. LaFerrier, AICP, Director
Corinne Lajoie, AICP, Planning and Zoning Manager
Muriel Bryan, Senior Planner

RE: **TX-004-20:** The applicant, Greenspoon Marder LLP, is requesting a text amendment to expand the hours of alcohol sales on Sundays for grocery stores. (FIRST READING)

The Request

To allow the sale of alcohol on Sundays between the hours of 7:00am – 12:00pm for grocery stores of at least 27,500 square feet in addition to the already permitted liquor stores accessory to a grocery store; the Code of Ordinances currently prohibits alcohol sales by grocery stores during this time.

Previously, Greenspoon Marder processed an application to amend the language of Section 4-18(a) to allow Sunday morning sales of alcoholic beverages associated with a grocery store as approved by the City Commission at the meeting of December 10, 2019. This amendment was proposed on the basis that liquor stores operated as an accessory use to a grocery store should be permitted to conduct sales during the standard operating hours of the grocery store. Through a series of revisions to the language, a minor oversight in the language occurred which resulted in the adoption of Code language that is overly restrictive and not in line with the original intent of the proposed code amendment.

The applicant represents the Publix on East Dania Beach Boulevard however the text amendment will be applied city-wide to all grocery stores with a floor area of at least twenty-seven thousand, five-hundred (27,500) square feet. Currently the Code of Ordinances allows alcohol sales conducted as an accessory use to a permitted grocery store of at least 27,500 square feet during the hours of 7:00am and 12:00pm on Sundays, which is currently permitted, but excludes grocery stores of selling alcohol during the same hours.

This Code amendment is located in the Volume 1 of the City's Code of Ordinances and not in the Land Development Regulations, the Planning and Zoning Board is not required to hear this request. This application request will require two (2) public hearings with the City Commission.

Recommendation

Approve the ordinance on first reading.

ORDINANCE NO. 2020-006

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 4 "ALCOHOLIC BEVERAGES," OF THE CITY'S CODE OF ORDINANCES BY AMENDING ARTICLE II "OPERATION REGULATIONS," SECTION 4-18 "HOURS OF SALE" MODIFYING THE HOURS OF PACKAGE SALES FOR ALCOHOLIC BEVERAGES FOR OFF-SITE CONSUMPTION WHICH SALES ARE CONDUCTED AT A RETAIL GROCERY STORE USE WITH A MINIMUM 27,500 SQUARE FEET; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the City Commission of the City of Dania Beach ("City Commission") finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, pursuant to Section 166.041 (c)(2), Florida Statutes, notice has been given by publication in a newspaper of general circulation in the City, notifying the public of this proposed Ordinance and of the time and dates of the public hearings; 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 II "Operation Regulations," of the City of Dania Beach Code of Ordinances is amended to read as follows:

ARTICLE II. – OPERATION REGULATIONS

* * *

Sec. 4-18. – Hours of sale.

- (a) No person, vendor or distributor, shall sell or offer for sale or deliver or serve or permit to be consumed upon the premises of such person, vendor or distributor, any liquor, beer or wine regardless of the alcoholic content, on any weekday between the hours of 3:00 a.m. and 7:00 a.m., or on Sunday between the hours of 3:00 a.m. and 7:00 a.m., except as provided in this section. No person, vendor or distributor shall sell or offer for sale or deliver any liquor, beer or wine by package, bottle or container, between the hours of 2:00 a.m. and 12:00 p.m. on Sunday or any weekday between the hours of 2:00 a.m. and 7:00 a.m. Notwithstanding the foregoing prohibitions set forth in this section, liquor alcoholic beverage sales for off-site consumption conducted within a grocery store of at least 27,500 square feet or conducted as an accessory use to a permitted grocery store of at least 27,500 square feet shall be permitted to sell or offer for sale or deliver any liquor, beer, or wine by package, bottle or container, as applicable, during standard store operating hours including between the hours of 7:00 a.m. and 12:00 p.m. on Sundays.

* * *

Section 3. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to such extent of the conflict.

Section 5. 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 6. That this Ordinance shall take full effect immediately upon its passage and adoption.

PASSED on first reading on March 10, 2020.

PASSED AND ADOPTED on second reading on _____, 2020.

ATTEST:

THOMAS SCHNEIDER
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application **RECEIVED**

FEB 06 2020

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☒ Other: Code Text Amendment

BY: _____
Date Rec'd: _____

Petition No.: TX-004-20

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application.

For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: City-wide Code Text Amendment

Lot(s): N/A Block: N/A Subdivision: N/A

Recorded Plat Name: N/A

Folio Number(s): N/A Legal Description: N/A

Applicant Consultant/Legal Representative (circle one) Greenspoon Marder LLP

Address of Applicant: 200 E. Broward Blvd., Suite 1800, Fort Lauderdale, FL 33301

Business Telephone: (954) 527-6209 Home: N/A Fax: (954) 333-4282

E-mail address: dennis.mele@gmlaw.com & tyler.woolsey@gmlaw.com

Name of Property Owner: N/A

Address of Property Owner: N/A

Business Telephone: N/A Home: N/A Fax: N/A

Explanation of Request: Please see attached narrative for details on proposed code amendment.

*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: N/A Gross Acreage: N/A Prop. Square Footage: N/A

Existing Use: N/A Proposed Use: N/A

Is property owned individually, by a corporation, association, or a joint venture?

N/A

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 Greenspoon Marder LLP (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: Dennis D. Mele
(Owner / Agent signature*)

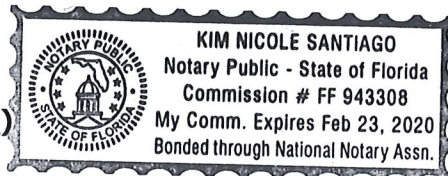
BEFORE ME THIS 28 DAY OF January, 20 20

By:

Dennis D. Mele
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Kim P. Santiago
(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.***

February 6, 2020

City of Dania Beach
Planning & Zoning Division
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

Re: Section 4-18(a) Hours of Sale - Code Text Amendment Narrative

Dear City of Dania Beach,

This memorandum has been prepared to summarize the request for a proposed text amendment to the City of Dania (the "City") Beach Code of Ordinances (the "Code") with regard to Section 4-18(a) regulating hours of sale for alcoholic beverages.

Our office previously processed an application to amend the language of Section 4-18(a) to allow Sunday morning sales of alcoholic beverages associated with a grocery store as approved by the City Commission at the meeting of December 10, 2019. This amendment was proposed on the basis that liquor stores operated as an accessory use to a grocery store should be permitted to conduct sales during the standard operating hours of the grocery store. Through a series of revisions to the language, a minor oversight in the language occurred which resulted in the adoption of Code language that is overly restrictive and not in line with the original intent of the proposed code amendment. As such, we are proposing a revision to Section 4-18(a) as follows:

Sec. 4-18. – Hours of sale.

(a) No person, vendor or distributor, shall sell or offer for sale or deliver or serve or permit to be consumed upon the premises of such person, vendor or distributor, any liquor, beer or wine regardless of the alcoholic content, on any weekday between the hours of 3:00 a.m. and 7:00 a.m., or on Sunday between the hours of 3:00 a.m. and 7:00 a.m., except as provided in this section. No person, vendor or distributor shall sell or offer for sale or deliver any liquor, beer or wine by package, bottle or container, between the hours of 2:00 a.m. and 12:00 p.m. on Sunday or any weekday between the hours of 2:00 a.m. and 7:00 a.m. Notwithstanding the foregoing prohibitions set forth in this section, alcoholic beverage sales for off-site consumption conducted within a grocery store of at least 27,500 square feet or conducted as an accessory use to a permitted grocery store of at least 27,500 square feet shall be permitted to sell or offer for sale or deliver any liquor, beer, or wine by package, bottle or container, as applicable, during standard store operating hours including between the hours of 7:00 a.m. and 12:00 p.m. on Sundays.

February 6, 2020

Page No. 2

Based on communication with City staff in this regard, it is agreed that the proposed text amendment would work to correct the oversight created during the adoption of the previous amendment. The proposed language would enable grocery stores as well as liquor package stores operating as an accessory use to a grocery store of at least 27,500 square feet to conduct the sale of alcoholic beverages before noon on Sunday's in accordance with the standard operating hours of the grocery store. It is believed that the proposed code amendment as stated above would permit qualified establishments to conduct liquor sales during reasonable operating hours. This proposed amendment is not expected to allow an overpopulation of such uses considering the minimum floor area required for a permitted grocery store use to qualify for this provision. Based on these facts, the Applicant requests the City consider the proposed code amendment to revise the hours of sale permitted for alcoholic beverage sales in association with grocery store operations.

Thank you for your review of the preceding. If you have any questions or would like to discuss anything further regarding the above, please contact me at (954) 527-6209.

Sincerely,
GREENSPOON MARDER LLP



Dennis D. Mele, Esq.

**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission meeting on the following date to consider the following application:

DATE: Tuesday, March 10, 2020

TIME: 7:00 p.m. or as soon thereafter as the same may be heard

PLACE: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: TX-004-20: The applicant, Greenspoon Marder LLP, is requesting a text amendment to expand the hours of alcohol sales on Sundays for grocery stores (First Reading).

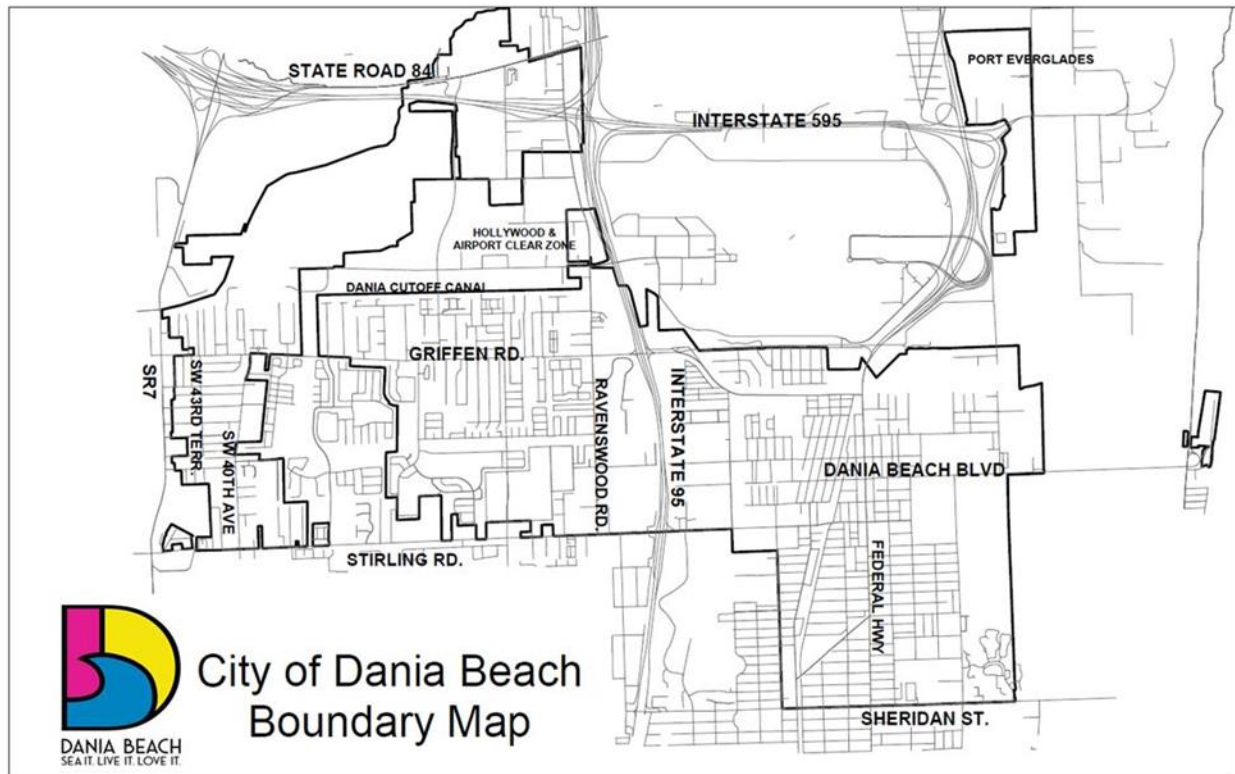
The following is the hearing of the proposed Ordinance.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 4 "ALCOHOLIC BEVERAGES," OF THE CITY'S CODE OF ORDINANCES BY AMENDING ARTICLE II "OPERATION REGULATIONS," SECTION 4-18 "HOURS OF SALE" MODIFYING THE HOURS OF PACKAGE SALES FOR ALCOHOLIC BEVERAGES FOR OFF-SITE CONSUMPTION WHICH SALES ARE CONDUCTED AT A RETAIL GROCERY STORE USE WITH A MINIMUM 27,500 SQUARE FEET; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests are available for viewing in the Community Development Department, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and may be inspected by the public during normal business hours. For more information please call the Planning Division at (954) 924-6805 Ext. 3643.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The city does not provide or prepare such record pursuant to f.s. 286.0105.

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 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.



Application Information

Application Site: City Wide

Project: To allow the sale of alcohol on Sundays between the hours of 7:00 AM – 12:00 PM for grocery stores.

Application: Text Amendment

Applicant: Greenspon Marder LLP

Hearing Date & Time: March 10, 2020 at 7:00 PM

Hearing Location: City Hall Commission Chambers – 100 W. Dania Beach Blvd.

Contact Information: Muriel Bryan, Senior Planner, (954) 924-6805 Ext. 3654

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION APPROVING THE REQUEST MADE BY ROD A. FEINER, ESQ., ON BEHALF OF 2750 GRIFFIN HOLDINGS, LLC, TO AMEND CHAPTER 28, "LAND DEVELOPMENT CODE," OF THE CITY CODE OF ORDINANCES BY AMENDING PART 1 "USE REGULATIONS," ARTICLE 105, "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS," SECTION 105-20 "LIST OF RESIDENTIAL AND OPEN SPACE DISTRICTS PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES" AND SECTION 105-220, "PRD-1 DISTRICT SUPPLEMENTAL REGULATIONS;" AMENDING PART 2, "SITE DEVELOPMENT REGULATIONS," ARTICLE 205, "TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS," SECTION 205-10(B) "PRD-1 AND MULTIPLE-FAMILY DISTRICTS"

Purchasing Requests ONLY

Dept:

Acct #:

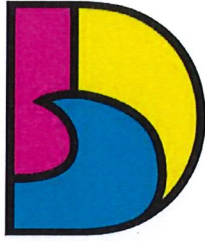
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

TX-002-20 Memo, TX-002-20 Staff Report, O-2020- Griffin Living Text Amendment to Sec. 105-20, Sec. 105-220, Sec. 205-10(B), Application, TX-002-20 app & backup



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: March 10, 2019

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Assistant City Manager

BY: Marc LaFerrier, AICP, Director
Corinne Lajoie, AICP, Planning and Zoning Manager *CL*

SUBJECT: **TX-002-20:** The applicant, Rod Feiner, Esq., on behalf of the property owner 2750 Griffin Holdings, LLLP, is requesting a text amendment to amend the existing Planned Residential (PRD-1) zoning district (FIRST READING).

Request

TEXT AMENDMENT

To allow multi-family and multi-family/mixed-use development in the Planned Residential Development District (PRD-1).

Background

The applicant is requesting to amend the existing Planned Residential Development (PRD-1) zoning district by adding multi-family and multi-family/mixed-use as permitted uses, and creating development regulations for same. In addition, the applicant is proposing a plat and site plan for development of a mixed-use property at 2730/2750 Griffin Road. These applications are currently in review and will be scheduled for an upcoming agenda.

The Planning and Zoning Board recommended approval of the request on February 19, 2020.

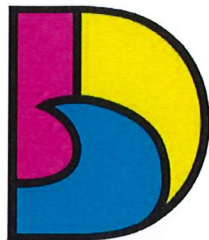
This application request will require two (2) public hearings with the City Commission.

Budgetary Impact

None

Recommendation

Approve the ordinance on first reading.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: March 10, 2020

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

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Marc C. LaFerrier, AICP, Director
Corinne Lajoie, AICP, Planning and Zoning Manager *CLajoie*

RE: **TX-002-20:** The applicant, Rod Feiner, Esq., on behalf of the property owner 2750 Griffin Holdings, LLLP, is requesting a text amendment to amend the existing Planned Residential Development (PRD-1) zoning district (FIRST READING).

The Request

TEXT AMENDMENT

To allow multi-family and multi-family/mixed-use development in the Planned Residential Development District (PRD-1).

The applicant is requesting to amend the existing Planned Residential Development District (PRD-1) zoning district by adding multi-family and multi-family/mixed-use as permitted uses, and creating development regulations for same.

The applicant is proposing the following development regulations to allow multi-family and multi-family/mixed-use development in the PRD-1 zoning district:

- Minimum of one (1) acre lot size
- Density of thirty-five (35) dwelling units per acre
- Maximum height of six (6) stories or seventy feet (70')
- Mixed-use only permitted on property abutting an arterial roadway

The text amendment also identified allowable commercial uses permitted with residential as a mixed-use project, which include the following:

- Athletic clubs/studios
- Banks and financial institutions with no drive through
- Bakeries
- Delicatessens
- Copy shop

- Day care centers
- Dry-cleaning establishments (no cleaning on premises)
- Fast food with no drive through
- Retail establishments, and those uses which are customarily accessory and clearly incidental to the principal permitted use
- Office (business, professional and medical)
- Personal service establishment
- Restaurant
- Retail pharmacy

Site plan approval by the City Commission will be required, consistent with the currently site plan regulations identified in the City's Land Development Code (LDC), Article 635.

This text amendment will establish land use and zoning regulations that are intended to provide redevelopment and economic development opportunities for underutilized and aging properties in the City.

The Planning and Zoning Board recommended approval on February 19, 2020.

This application request will require two (2) public hearings with the City Commission.

RECOMMENDATION

Approve the ordinance on first reading.

ORDINANCE NO. 2020-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY ROD A. FEINER, ESQ., ON BEHALF OF 2750 GRIFFIN HOLDINGS, LLC, TO AMEND CHAPTER 28, "LAND DEVELOPMENT CODE," OF THE CITY CODE OF ORDINANCES BY AMENDING PART 1 "USE REGULATIONS," ARTICLE 105, "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS," SECTION 105-20 "LIST OF RESIDENTIAL AND OPEN SPACE DISTRICTS PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES" AND SECTION 105-220, "PRD-1 DISTRICT SUPPLEMENTAL REGULATIONS;" AMENDING PART 2, "SITE DEVELOPMENT REGULATIONS," ARTICLE 205, "TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS," SECTION 205-10(B) "PRD-1 AND MULTIPLE-FAMILY DISTRICTS;" PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, Objective V of the Future Land Use Element of the City of Dania Beach (the "City") Comprehensive Plan provides that the City will maintain land development regulations and zoning regulations to implement the City's Comprehensive Plan; and

WHEREAS, the City Commission finds it periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, City staff recommends approval of a proposed change to the Code as shown below; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, has reviewed this Ordinance, and has determined that it is consistent with the City's Comprehensive Plan; and

WHEREAS, pursuant to Section 166.041 (c)(2), Florida Statutes, notice has been given by publication in a newspaper of general circulation in the City, notifying the public of this proposed Ordinance and of the time and dates of the public hearings; and

WHEREAS, two (2) public hearings were held before the City Commission pursuant to the published notice described above; and

WHEREAS, the City Commission finds that adoption of this Ordinance through its police powers will protect the public health, safety, and welfare of the residents of the City, and furthers the purpose, goals, objectives, and policies of the City’s Comprehensive Plan;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, 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 Part 1, “Use Regulations,” Article 105, “Use Regulations for Residential and Open Space Zoning Districts,” Section 105-220 “PRD-1 District Supplemental Regulations” of the City of Dania Beach Land Development Code is amended to read as follows:

PART 1. - USE REGULATIONS

ARTICLE 105. - USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS

Sec. 105-20. - List of residential and open space districts permitted, special exception and prohibited uses.

<u>Legend</u> P - Permitted P(#) - Permitted subject to numbered footnote A - Permitted accessory use only SE - Permitted special exception use only		Estate	RS-18000, RS-12000	RS-8000, RS-6000	RD-8000	NBHD - RES	RM	RM-1	RM-2	PRD-1 (see section 105-220)	RMH	OS
NP - Not permitted												
USES					***							
Multifamily and Mixed-use		<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>NP</u>	<u>P</u>	<u>NP</u>	<u>NP</u>

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Sec. 105-220. - PRD-1 District supplemental regulations.

- (C) *Density.* Density shall be determined by the city commission in accordance with the provisions of the comprehensive plan (including allocation of flex and reserve units if applicable). Residential density shall not exceed five (5) units per gross acre for single-family cluster developments; eight (8) units per gross acre for other single-family and two-family development; and sixteen (16) units per gross acre for townhouse development; and thirty-five (35) units per acre for multi-family units. See section 205-10 (Schedule of lot, yard and bulk regulations).

(J) Multifamily/Mixed Use Option. A multifamily use is permitted subject to the development standards of Section 205-10 (schedule of lot, yard, and bulk regulations) and the following additional requirements for mixed-use developments:

- (1) The development may include commercial uses on the ground floor of the development such that the development is a mixed-use development as provided by the City of Dania Beach Comprehensive Plan.

The following commercial uses shall be permitted:

- i. Athletic clubs/studios;
- ii. banks and financial institutions with no drive-thrus;
- iii. bakeries;
- iv. delicatessens;
- v. copy shop;
- vi. day care centers;
- vii. dry-cleaning establishments (no cleaning on premises);
- viii. fast food restaurant with no drive-thrus; and
- ix. retail establishments,
- x. office (business, professional and medical),
- xi. personal service establishments,
- xii. restaurants,
- xiii. retail pharmacy, and
- xiv. retail stores and those uses which are customarily accessory and clearly incidental to the principal permitted use.

- (2) The mixed use development shall be located abutting an arterial roadway and shall occupy the majority of the ground floor building area (excluding parking garages).

Section 3. That Part 2, “Site Development Regulations,” Article 205, “Tabular

Summary of Site Development Standards for All Zoning Districts,” Section 205-10(b) “PRD-1 and Multiple-Family Districts” of the City of Dania Beach Land Development Code is amended to read as follows:

**ARTICLE 205. - TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS
FOR ALL ZONING DISTRICTS. ***

Sec. 205-10. - Schedule of lot, yard and bulk regulations.

(B) PRD-1 AND MULTIPLE- FAMILY DISTRICTS	LOT			DENSITY	BULK		YARDS					Additional Regulation
	MINIMUM			MAXIMUM	MAXIMUM		MINIMUM					
	Area (acre)	Width (Ft)	Depth (Ft)	Density (DU/AC)	Height (Stories or Ft)	Coverage (%)	Front (Ft)	Interior Side (Ft)	Rear (Ft)	Corner side (Ft)	Interior between buildings (Ft)	

PRD-1 DISTRICT	<u>1 ac.</u>											

<u>Multifamily/ Mixed Use</u>	<u>1 ac.</u>	<u>150</u>	<u>N/A</u>	<u>35</u>	<u>MF: 62</u> <u>MU: 70</u>	<u>85%</u> <u>or</u> <u>TBD</u> <u>with</u> <u>site</u> <u>plan</u>	<u>10</u>	<u>10</u> <u>or</u> <u>20</u> <u>abutting</u> <u>residential</u>	<u>15*</u>	<u>5</u>	<u>TBD with</u> <u>site plan</u>	<u>Section</u> <u>105-220.</u> <u>Pervious</u> <u>area for</u> <u>MU: 10%.</u> <u>Perimeter</u> <u>landscape</u> <u>buffers</u> <u>TBD with</u> <u>site plan.</u>

*Rear Yard Abutting Residential Properties: A rear yard setback of 15' is required for buildings that are less than 26' in height and are within 50' from the rear property line abutting

residential properties. A rear yard setback equal to the 75% of the height of the building is required for buildings that are greater than 26' in height and not within 50' of the rear property line abutting residential properties.

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 take full effect immediately upon its passage and adoption.

PASSED on first reading on March 10, 2020.

PASSED AND ADOPTED on second reading on _____, 2020.

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
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application **RECEIVED**

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☒ Other: Text Amendment (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

FEB 04 2020

Date Rec'd: BY

Petition No.: Tx-002-20

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: 2730 - 2750 Griffin Road, plus 4850 SW 28 Ave

Lot(s): 1-3 Block: 2 Subdivision: Seminole Park Subdivision plus unplatted land

Recorded Plat Name: Seminole Park Subdivision & unplatted

Folio Number(s): * see below Legal Description: see attached

Applicant/Consultant/Legal Representative (circle one) Rod A. Feiner, Esq.

Address of Applicant: 1404 S Andrews Avenue; Fort Lauderdale FL 33316

Business Telephone: 954-761-3636 Home: 954-600-9451 Fax: 954-761-1818

E-mail address: rafeiner@coker-feiner.com

Name of Property Owner: 2750 Griffin Holdings, LLLP

Address of Property Owner: 2200 NW Corporate Blvd., Ste 406, Boca Raton, FL 33431

Business Telephone: 954-394-6615 Home: _____ Fax: _____

Explanation of Request: Text change

*For Plats please provide proposed Plat Name for Variances please attach **Criteria Statement** as per Section 625.40 of the Land Development Code.*

82,311 (1.88%) 102,503
Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: Various Proposed Use: Mixed Use

* 5042 3206 0130 5042 3206 0141
5042 3201 0370 5042 3206 0140
5042 3201 0380

Is property owned individually, by a corporation, association, or a joint venture?
Yes, an LLLP

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 Rod A. Feiner, Esq., & Coker & Feiner (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 31st DAY OF January, 2020

By:

Theresa Montgomery
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Theresa Montgomery
(Signature of Notary Public – State of Florida)



Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

**ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.**

COKER & FEINER

1404 S. Andrews Ave.
Ft. Lauderdale, FL 33316
Telephone: (954) 761-3636
Facsimile: (954) 761-1818

DATE: January 15, 2020

TO: Marc LeFerrier, Director of Community Development

FROM: Rod A. Feiner, Esq.
rafeiner@coker-feiner.com

RE: Zoning Code Text Change
PRD-1

As you are aware, I represent the 2750 Griffin Holdings, LLLP, which is the applicant for a zoning code text change. The proposed text change adds density standards and mixed-use development along arterial roadways for the PRD Zoning District.

Griffin Road is a major arterial roadway. Even though a major arterial roadway the lot sizes along Griffin Road and the areas adjacent to such lots are small in size. The reason for this is at the initial time of development small lots, even commercial lots, were platted and developed as a large accumulation of lots was not typical of development nor was development proposed for larger projects. These smaller lots make redevelopment of the Griffin Road area a challenge. The text change is required by the changed circumstances of lot ownership and development.

It is a goal and objective to have commercial development along major arterial roadways. That is a ripe place to have such development. However, to help spur development, especially along major arterial and commercial corridors, it is necessary to assist with the amalgamation of property. This would especially occur through mixed-use development. Mixed use development is necessary to help commercial uses survive. The advent of the internet and how this is impacting commerce, especially with on-line delivery and purchasing, means that the time of the big box retail establishments or stand along commercial development seem to have past as many of these stores are now filing bankruptcy and closing locations.

Most of the zoning around the Griffin Road corridor contains a small commercial frontage and the residential zoning behind the commercial zoning. This type of zoning, which was typical in years past, does not allow for tracts to be assembled and for new development to occur. As a result, the PRD or planned development enables developers to consolidate ownership, combine tracts and design an integrated development. While the PRD Zoning District did allow for such integrated development, it is missing a mixed use component which is necessary for arterial corridors. The proposed text change allows for a mixed use along commercial corridors provided that there is

sufficient frontage along the arterial roadway and that certain minimum lot sizes are maintained in order to ensure that a mixed use development reflects the combination of various lots thus following the intent of the text change. In addition, by requiring that a mixed use development have a minimum frontage on an arterial roadway means that the residential units and commercial uses would be near areas served by public transportation; which allows for an encourages an orderly development pattern.

Finally, the proposed text change is consistent with the comprehensive plan. Density and the residential units are only be allowed if it is consistent with the City Comprehensive Plan as would commercial uses for the mixed use development.

RECEIVED

FEB 04 2020

BY: _____

Law Offices

COKER & FEINER

1404 South Andrews Avenue
Fort Lauderdale, FL 33316-1840

Telephone: (954) 761-3636

E-mail: rafeiner@coker-feiner.com

January 30, 2020

Re: Notice of Community Meeting

Dear Neighbor:

Please be advised that this firm represents 2750 Griffin Holdings, LLLP. This letter is to invite you to a community meeting relating to a re-zoning and site plan for property located at 2750 Griffin Road. The property is generally located on the south side of Griffin Road between SW 28th Ave. and SW 27th Terrace. Alternatively, the project is about ½ mile west of the intersection of Ravenswood Road and Griffin Road. A location map for the project is on the back of this letter.

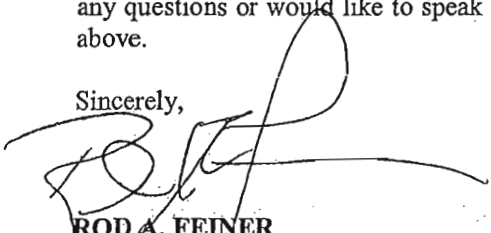
2750 Griffin Holdings is currently pursuing a re-zoning to PRD-1 along a site plan approval through the City of Dania Beach in order to allow a mixed use redevelopment of the subject property. As you are the project's neighbors we would like to introduce you to the project, answer any questions you may have and receive your input into the project.

We have scheduled a meeting at the following location:

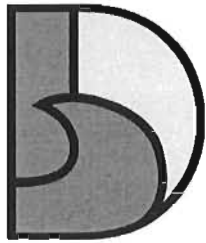
Date: February 18, 2020
Time: 6:00 PM
Location: PJ Meli Aquatic Complex
PJ Meli Community Center
2901 SW 52nd Street
Dania Beach, FL 33312

At the meeting we will also have a copy of the proposed site plan for you to review. Of course, if you have any questions or would like to speak with me, please feel free to call me at the e-mail or phone number above.

Sincerely,



ROD A. FEINER
For the Firm



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

AFFIDAVIT
CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
MAILING LIST AND LABELS

RECEIVED

FEB 04 2020

BY: _____

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Christina Mathews,
(Print Name)
who, after being duly sworn, deposes and says:

1. I am an individual over the age of 18 years old and

(CHECK APPLICABLE SPACE)

___ I am the property Owner of the property identified below,

OR

X I represent to the City of Dania Beach, Florida that I am an authorized agent and representative of the property owner(s), 2750 Griffin Holdings LLLP,

(Print Name of Property Owner)

for the property located at 2750 Griffin Road (the "Property"), and this

(Address)

sworn statement pertains to the application for Text Amendment

(Briefly describe application, such as "site plan approval" or a "variance" or a "special exemption")

relating to Petition number(s) TX-002-20

2. Pursuant to **Sec. 610-20(D)** of the Code of Ordinances of the City of Dania Beach, I understand that there is a mailing date deadline for notices and petitions. In order to file a mailing petition, I must provide the City with:

- One (1) set of Mailing Labels
- One (1) copy of the mailing list for all property owners who or which own property located within 450 feet of the subject property.

3. I understand that I am legally responsible for timely providing the City with the mailing labels and mailing list a minimum of twenty-five (25) days prior to the mailing date (for projects which may have more than 200 mailings, I understand that City staff may request labels even earlier). The mailing date is _____, 20____. I am also aware that pursuant to **LDC Sec. 610-30(D)(3)**, "[T]he mail notice shall contain substantially the same information as provided in the newspaper advertisement for the same application, and shall also contain the legal description of the subject property, the approximate relation to the nearest cross street(s) and a map or demarcated aerial photograph showing its approximate size, location and relationship to adjacent properties."

4. If I do not timely provide the mailing labels and mailing list, the City will need to delay the processing of the application.

OWNER OR REPRESENTATIVE:

JOINT OWNER (IF APPLICABLE)

Signature

Signature

PRINT Name

PRINT Name

Title

Title

**IF CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP
OR OTHER ENTITY:**

Cutro & Associates

(Full Legal Name of Corporation or Entity)

Signature

Christina Mathews

PRINT Name

mng

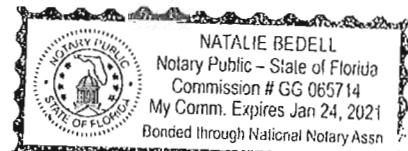
Title

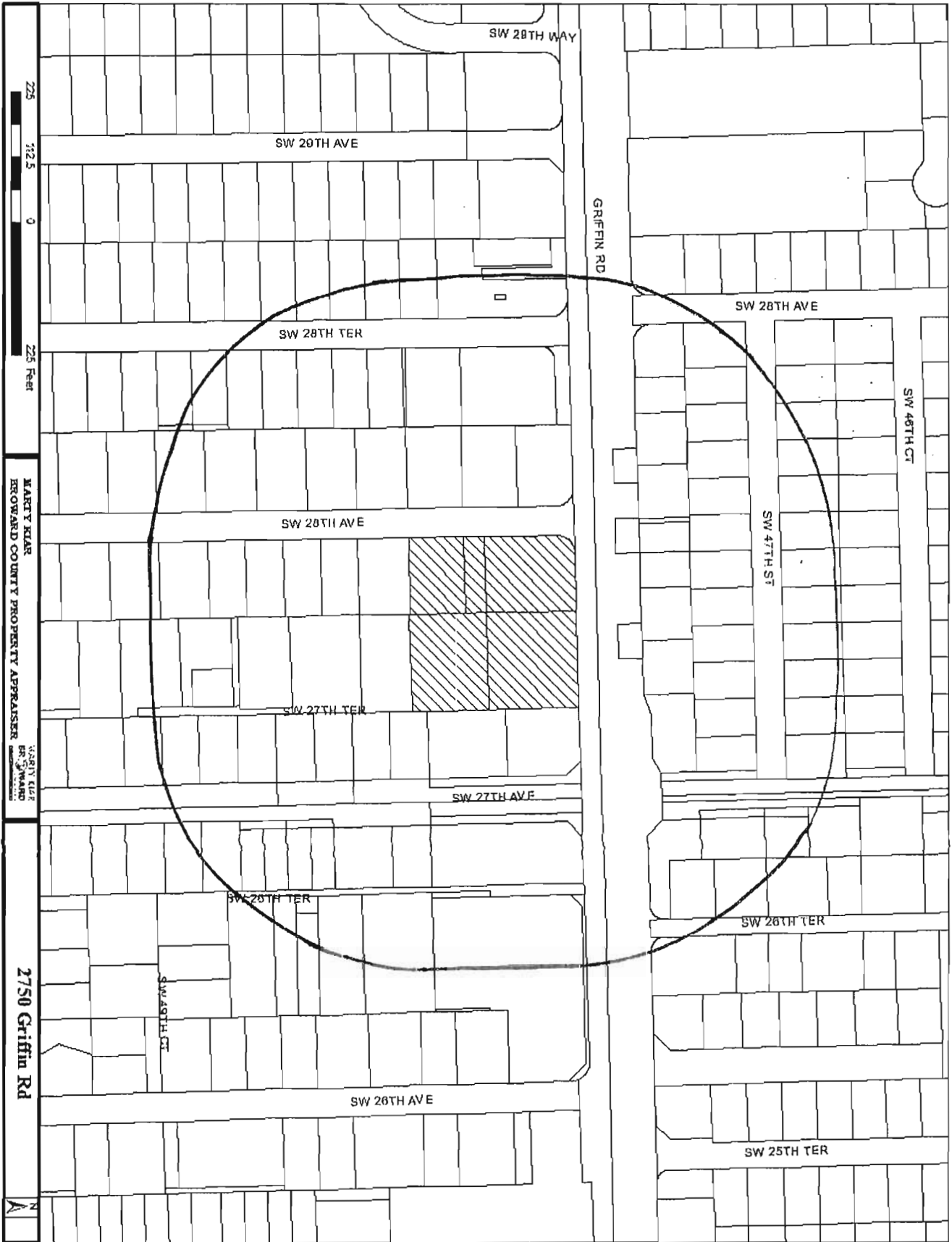
On January 30, 2020, personally appeared Christina Mathews
and (if applicable, if there is a co-owner) _____, as the Owner(s)
of the property described above. Such person(s) is/are personally known to me or produced
_____ his/her/their
identification.

Natalie Bevell
NOTARY PUBLIC
State of Florida

My Commission Expires:

1-24-21





225 112.5 0 225 Feet

MARTY KLER
BROWARD COUNTY PROPERTY APPRAISER
03/05/05
DATE

2750 Griffin Rd

N

FOLIO_NUMB	NAME	ADDRESS_LI	CITY	STATE	ZIP	ZIP4	LEGAL
504229011620	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	MARSHALLS EVERGLADE SUB 2-32 D29-50- 42LOT 12 E 85 OF W 110 OF N 89 OFS 438 BLK 4AKA LOTS 11 N 35, 13/2 LESS W 15FOR CO RD
504229030010	JOHN & ROSINA SMITH REV TRSMITH,JOHN E & ROSINA TRSTEE	2141 NW 109 AVE	SUNRISE	FL	33322	3419	AVON HEIGHTS 38-38 BLOT 12 BLK 2
504229030050	LUCKLY LOTS LLC	1560 NE 205 TERR	MIAMI	FL	33179		AVON HEIGHTS 38-38 BLOT 11 BLK 2
504229030060	MENNAUTH,DEOKUMAR	4761 SW 26 TER	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 10 BLK 2
504229030070	BOLLAHANIS,PETER	1314 N 32ND AVE	MELROSE PARK	IL	60160	2806	AVON HEIGHTS 38-38 BLOT 9 BLK 2
504229030080	INGRAM,J B & PAMELA	4751 SW 26 TER	FORT LAUDERDALE	FL	33312	5910	AVON HEIGHTS 38-38 BLOT 8 BLK 2
504229030090	MCLEAN,DANA LYNNMCLEAN,ZACHARY ELIAS	4710 SW 27 AVE	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 7 BLK 2
504229030091	SANABRIA,RIGOBERTO	4730 SW 27 AVE	FORT LAUDERDALE	FL	33312	5903	AVON HEIGHTS 38-38 BLOT 6 BLK 2
504229030100	AVILA,AURA MARINA	4731 SW 26 TER	FORT LAUDERDALE	FL	33312	5910	AVON HEIGHTS 38-38 BLOT 5 BLK 2
504229030310	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	AVON HEIGHTS 38-38 BLOT 4 BLK 2
504229140010	LUCKLY LOTS LLC	1560 NE 205 TERR	MIAMI	FL	33179		AVON HEIGHTS 38-38 BLOT 3 BLK 2
504229140020	LUCKLY LOTS LLC	1560 NE 205 TERR	MIAMI	FL	33179		AVON HEIGHTS 38-38 BLOT 2 BLK 2
504229140030	PERKINS,JANICE M	2779 GRIFFIN RD	FORT LAUDERDALE	FL	33312		MARSHALLS EVERGLADE SUB 2-32 D29-50- 42LOT 12 N 104 OF S 378 OF E 100OF W 210 LESS RD BLK 4AKA LOT 10,12 S 48 BLK 2
504229140040	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	MARSHALLS EVERGLADE SUB 2-32 D29-50- 42LOT 12 E 70 OF W 110 OF N 75 OFS 349 BLK 4 AKA LOTS 9,11 S 19/2LESS CO RD
504229140050	BRADY,DWIGHT	1320 SW 88 WAY	PEMBROKE PINES	FL	33025		MARSHALLS EVERGLADE SUB 2-32 D29-50- 42LOT 12 N 89 OF S 274 OF E 100 OFW 210 LESS RD BLK 4-AKA LOT 6N 33,8/2-
504229140060	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	MARSHALLS EVERGLADE SUB 2-32 D29-50- 42LOT 12 E 70 OF W 110 OF N 110OF S 274 BLK 4-AKA LOTS 5,7,LESS R/W BLK 2
504229140061	BRADY,DWIGHT	1320 SW 88 WAY	PEMBROKE PINES	FL	33025		AVON HEIGHTS 38-38 BLOT 13 LESS E 15 FOR RDBLK 1
504229140062	BRANN,JUSTIN &TAYLOR,NELSON	3020 NE 15 AVE	OAKLAND PARK	FL	33334	4408	AVON HEIGHTS 38-38 BLOT 14 BLK 1
504229140070	TAYLOR,NELSONBRANN,JUSTIN	3020 NE 15 AVE	OAKLAND PARK	FL	33334	4408	AVON HEIGHTS 38-38 BLOT 15 BLK 1
504229140080	HATZ PROPERTY INVESTMENTS LLC	6511 ARLINGTON LN	PARKLAND	FL	33073		AVON HEIGHTS 38-38 BLOT 16 BLK 1
504229140090	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	AVON HEIGHTS 38-38 BLOT 17 BLK 1
504229140100	SCHEBOVITZ,NIKI	5241 SW 32 AVE	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 18 BLK 1
504229140110	MIL PROPERTIES INC	2302 N 37 AVE	HOLLYWOOD	FL	33021	3603	AVON HEIGHTS 38-38 BLOT 19 BLK 1
504229140130	DROUSKIN,DAN	2708 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 20 BLK 1
504229140140	VINET,EMILIE	2716 SW 47ST	FORT LAUDERDALE	FL	33312	5644	AVON HEIGHTS 38-38 BLOT 21 BLK 1
504229140150	PESCATORE,LORI	2724 SW 47 ST	DANIA BEACH	FL	33004		AVON HEIGHTS 38-38 BLOT 22 BLK 1
504229140160	TORNESSI,ANDREA FABIANA						
504229140160	H/EFERREIRA,ALVARO F	2732 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 23 BLK 1
504229140170	NELSON,BONICE S	2740 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 24 BLK 1
504229140180	RAMIREZ,IRIS	2748 SW 47 ST	FORT LAUDERDALE	FL	33312		MARSHALLS EVERGLADE SUB 2-32 D29-50- 42LOT 12 E 100 OF W 340 OF N 208OF S 218 LESS PT TR 12 DESC ASCOMM AT SW COR SET 1/4 OF SEC 29,ELY 340.17,NLY 75 TO POB,WLY 74.86 TO P/C,WLY & NLY ARCDIST OF 39.32,SLY 75.05,ELY99.88,NLY 50 TO POB BLK 4-AKALOTS 1,2,3 BLK 1

504229140190	PUERTA,GUILLEMO	2756 SW 47 ST	FORT LAUDERDALE	FL	33312		MARSHALLS EVERGLADE SUB 2-32 D29-50-42LOT 12 N 75 OF S 185 OF E 100 OF W 210 BLK 4-AKA LOT 4,6 S 21BLK 2-
504229140200	YEAA LLC	10097 CLEARY BLVD #105	PLANTATION	FL	33324		MARSHALLS EVERGLADE SUB 2-32 D29-50-42LOT 12 E 100 OF W 210 OF N 1000' S 110 LESS CO RD,12 S 164 OF E 100 OF W 110 LESS RD R/WSBLK 4 AKA LOTS 1,2,3 LESS RDR/WS BLK 2
504229140210	RICHARD HOFFMAN REV TRHOFFMAN,RICHARD TRSTEE	2772 SW 47 ST	FORT LAUDERDALE	FL	33312	5644	AVON HEIGHTS 38-38 BLOTS 11 & 12,LESS PT OF RD DESC WITHIN FOL,COMM SE COR OF SW1/4SEC 29,NLY 159.87,WLY 40 TOPOB,SLY 59.08,SWLY 29.49,WLY 73.08,SWLY 37.95,SLY 40,ELY 50,NLY 125,WLY 15 TO POB BLK 1
504229140220	MEKAITTEN,ASSAF	2780 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 9 E1/2,10 LESS S 40 FOR RDBLK 1
504229140230	SWAY 2014-1 BORROWER LLC	8665 E HARTFORD DR	SCOTTSDALE	AZ	85255		AVON HEIGHTS 38-38 BLOT 8,9 W1/2,LESS S 40 FOR RDBLK 1
504229140240	PARDO,MARIA L	2796 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 7 LESS S 40 FOR RD BLK 1
504229140260	RODRIGUEZ,JUAN CARLOS & LIGIA	2789 SW 47 ST	FORT LAUDERDALE	FL	33312	5643	AVON HEIGHTS 38-38 BLOT 6 E 50,LESS S 40 FOR RDBLK 1
504229140270	YEAA LLC	10097 CLEARY BLVD #105	PLANTATION	FL	33324		AVON HEIGHTS 38-38 BLOT 6 W 10,LESS S 40 FOR RDBLK 1
504229140280	RITCHIE,JOSEPH WILLIAM	2773 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 5 LESS S 40 FOR RD & LOT 4E1/2 LESS S 40 FOR RD BLK 1
504229140290	MURDOCK,WILLIAM MERCADO,JUAN D & ROBIN A	2765 SW 47 ST	FORT LAUDERDALE	FL	33312	5843	AVON HEIGHTS 38-38 BLOT 3 TOGETHER WITH LOT 4 W1/2,LESS S 40 FOR ROAD BLOCK 1
504229140300	LEMERCADO,JOSEPH & MERCADO,TRACEY	2757 SW 47 ST	FORT LAUDERDALE	FL	33312	5643	AVON HEIGHTS 38-38 BLOT 2 LESS PAR 28-W FORGRIFFIN RD R/W BLK 1
504229140310	DEL RIO,RAFAEL	2749 SW 47 ST	FORT LAUDERDALE	FL	33312	5643	AVON HEIGHTS 38-38 BLOT 1 LESS COMM S E COROF SW1/4,WLY 831.24 TOC/L OF SW 28 ST,NLY 104.93,WLY 25 TO POB,SLY & WLYALG CUR 47.08,WLY 70.04SLY 40.00,ELY 100,NLY 69.96TO POB, LOT 2 BLK 4
504229140320	GONZALEZ,PELEGRIN & ANA	2741 SW 47 ST	FORT LAUDERDALE	FL	33312	5643	AVON HEIGHTS 38-38 BLOT 1 LESS PAR 28-W FORGRIFFIN RD R/W BLK 1
504229140330	ALTMAN,CHRISTINA L	2735 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 9 S 40 BLK 1
504229140340	GREENWELL,WENDY ANNE	2725 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 6 S 40 BLK 1
504229140350	RENAUD,MARJORIE	2717 SW 47 ST	FORT LAUDERDALE	FL	33312		AVON HEIGHTS 38-38 BLOT 4 S 40 BLK 1
504229140360	HICKS,NANCY L	2709 SW 47 ST	FORT LAUDERDALE	FL	33312		FOOT STEPS PARCEL B 135-29 BROAD RIGHT OF WAY AS DEDICATEDPER PLAT
504229140650	N & D HOLDING INC	5310 W STATE ROAD 84	FORT LAUDERDALE	FL	33314	1240	JACARANDA HEIGHTS 31-31 BROAD RIGHT OF WAY AS DEDICATEDPER PLAT LESS THAT POR LYING INGRIFIN RD (ST RD 818) R/W ASPER MISC MB 8-3
504232010231	MESTRES,CIRO JR & MARY	604 RIVERSIDE DR #6B	NEW YORK	NY	10031		REED LAND CO SUB 2-32 D 32-50-42LOT 4 N 160 OF E1/2 LESS W 165& LESS R/WS FOR CO RDS BLK 2
504232010232	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	REED LAND CO SUB 2-32 D 32-50-42LOT 4 N 190 OF W 165 OF E1/2LESS N 35 FOR CO RD BLK 2
504232010233	4941 LLC	7561 POLK ST	HOLLYWOOD	FL	33024		SEMINOLE PARK SUB 24-32 BLOT 1 LESS PT DESC IN PAR 51 WOF CA 85-11749,LOT 2 N 60BLK 2

504232010234	HASSELBACH, WILLIAM F H/EHASSELBACH, GARY PHILIP	4933 SW 27 AVE	FORT LAUDERDALE	FL	33312	6027	REED LAND CO SUB 2-32 D 32-50-42LOT 4 N 130 OF W 140 LESS RDLESS N 35 FOR RD & LESS COMMAT NE COR OF NW1/4, WLY 528.22, SLY 35 TO POB, ELY & SLY ARC DISTOF 47.49, NWLY 30.37, SWLY 30.37 TO POB BLK 2
504232010235	BROWER, ANDREW	4951 SW 27 AVE APT B	FORT LAUDERDALE	FL	33312	6027	JACARANDA HEIGHTS 31-31 BLOTS 1 & 2, LESS THERFROM W 46 OF N 133 OF S 202 & LESS E 18 OF W 68.5, EXCEPT S 78 & LESS W 50, EXCEPT S 202 & LESS N 96 OF S194.6 OF W 36 OF E 39.9 & LESS PAR 34-W FOR RD BLK 1 TOGET WITHPT OF LOTS 1 & 2 DESC AS N 96 OF S 194.6 OF W 36 OF E 39.9 LESS W 9 OF S 18 THEREOF
504232010250	NUNEZ, GEORGE	4935 SW 27 TER	FORT LAUDERDALE	FL	33312	5845	JACARANDA HEIGHTS 31-31 BPTS OF LOTS 1 & 2 DESC ASE 18 OF W 68.50 LESS S 78, AND W 50.50 LESS S 202 AND W 90F S 18 OF N 96 OF S 194.60 OF W 36 OF E 39.90AKA: NORTH BLDG PARKING SPACES
504232010251	COX, JARED & ASHLEY	4935A SW 27 TER	FORT LAUDERDALE	FL	33312	5845	JACARANDA HEIGHTS 31-31 BLOT 39 LESS S 20.40 LESS N 20BLK 2
504232010260	MARQUEZ, LINA MARIA MARY P RICHARDS REV TRICHARDS, MARY P	4985 SW 27 TER	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D LOT 9 N 296 OF W 155 LESS N 35& W 25 & LESS E 10 & LESS PTDESC IN PAR 60-W PF CA 82-15113FOR RDS BLK 1
504232010360	TRSTEE	3066 BRISTLECONE RD	AVON PARK	FL	33825		PIRKLES PROPERTY 89-33 BRARCEL A
504232010361	RICHARDS, RELL Y D	3066 BRISTLECONE RD	AVON PARK	FL	33825		REED LAND CO SUB 2-32 D 32-50-42LOT 4 S 136 OF N 296 OF E1/2LESS W 165 & LESS CO RD BLK 2
504232010370	2750 GRIFFIN HOLDINGS LLP	2200 NW CORPORATE BLVD STE 406	BOCA RATON	FL	33431		REED LAND CO SUB 2-32 D 32-50-42LOT 4 S 132 OF N 322 OF W 165 OF E1/2 BLK 2
504232010380	2750 GRIFFIN HOLDINGS LLP	2200 NW CORPORATE BLVD STE 406	BOCA RATON	FL	33431		SEMINOLE PARK SUB 24-32 BLOT 2 LESS N 60 BLK 2
504232010390	PK2810 INC	320 SE 16 AVE	FORT LAUDERDALE	FL	33301		SEMINOLE PARK SUB 24-32 BLOT 3 BLK 2
504232010410	WICHER, KRYSZTOF	4881 SW 27 AVE	FORT LAUDERDALE	FL	33312	5932	SEMINOLE PARK SUB 24-32 BLOT 3 BLK 1
504232010411	PADIN, MARIA BRADIN, HOWARD	25 HAWHORNE LN	BOYNTON BEACH	FL	33426		JACARANDA HEIGHTS 31-31 BLOTS 38 LESS S 6.39 S 20 BLK 2
504232010412	PAPPA, JOHN III H/E PAPPA, DIANE	4891 SW 27 AVE	FORT LAUDERDALE	FL	33312	5932	JACARANDA HEIGHTS 31-31 BLOT 2 S 5.3 BLK 1
504232010413	LONESKE, REBECCA	41336 HIDDEN OAKS DR	CLINTON TWP	MI	48038	4531	REED LAND CO SUB 2-32 D 32-50-42LOT 9 S 120.5 OF N 416.5 LESS E 300 & LESS W 155 BLK 1AKA: PAR N,N3/4 OF S P UNREC
504232010414	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	REED LAND CO SUB 2-32 D 32-50-42LOT 9 S 67 OF N 363 OF W 145LESS W 40 FOR RD BLK 1
504232010420	PLACA, ROBERT JR	4913 SW 27 TER	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 32-50-42LOT 4 N1/2 OF S 130 OF N 426 OF E 165 LESS E 40 FOR RD BLK 2
504232010421	RICH, ROBERTA E	4901 SW 27 TER	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 32-50-42LOT 4 S 86 OF N 408 OF W 165OF E1/2 BLK 2
504232010430	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	SEMINOLE PARK SUB 24-32 BLOT 4 BLK 2
504232010440	MCMAHON, LESLIE & MAJOVSKY, JURAJ	740 ELLIOTT PL	COUPEVILLE	WA	98239	4014	SEMINOLE PARK SUB 24-32 BLOT 4 BLK 1
504232010910	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY JOSEPHINE D BOVIE REV LIV TRBOVIE, JOSEPHINE	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	JACARANDA HEIGHTS 31-31 BLOT 38 S 6 BLK 2
504232020010	D TRSTEE	2695 SW 121 TER	DAVIE	FL	33330		JACARANDA HEIGHTS 31-31 BLOT 37 BLK 2

504232020020	MEILAN,SARA/JORDAN, WILLIAM	4830 SW 27 AVE #1-2	FORT LAUDERDALE	FL	33312		JACARANDA HEIGHTS 31-31 BLOT 4 BLK 1
504232020030	GARDNER, RONALD & MELISSA	4900 SW 27 AVE	FORT LAUDERDALE	FL	33312	6028 1	REED LAND CO SUB 2-32 D 32-50-42LOT 9 S 100 OF N 463 OF W 145LESS W 40 FOR RD BLK 1
504232020050	MESTRES, CIRO JR & MARY	604 RIVERSIDE DR #6B	NEW YORK	NY	10031		REED LAND CO SUB 2-32 D 32-50-42LOT 4 S 1/2 OF S 130 OF N 426 OF E 165 LESS E 25 FOR RD BLK 2
504232020052	ROBERGE, JOEL H/ROBERGE, EDWARD	4930 SW 27 AVE	FORT LAUDERDALE	FL	33312		JACARANDA HEIGHTS 31-31 BLOT 36 BLK 2
504232020090	CATON, STEVEN A & HERNANDEZ, JONATHAN V	6200 HAWKES BLUFF AVE	DAVIE	FL	33331		JACARANDA HEIGHTS 31-31 BLOT 5 BLK 1
504232020091	FADLON, YUVAL	201 ANSIN BLVD # A	HALLANDALE BEACH	FL	33009	3116	REED LAND CO SUB 2-32 D 32-50-42LOT 4 S 76.5 OF N 493 LESS E300 & LESS W 155 BLK 1AKA-PT PAR N OF S P UNREC
504232020092	CHRISTINE M PROST LIV REV TRDANIELLE	PO BOX 290484	DAVIE	FL	33329		REED LAND CO SUB 2-32 D 32-50-42LOT 4 S 120 OF N 528 OF W 165OF E1/2 BLK 2
504232020093	AGUIAR LIV REV TR ETAL	4940 SW 29 TER	FORT LAUDERDALE	FL	33312	5818	SEMINOLE PARK SUB 24-32 BLOT 5 N 64 BLK 2
504232020094	KUZAVA, CAROL M	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004		SEMINOLE PARK SUB 24-32 BLOT 5 BLK 1
504232020110	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501 -RP	FORT LAUDERDALE	FL	33301	1801	REED LAND CO SUB 2-32 D32-50-42LOT 4,S 65.50 OF N 491.50OF E1/2,LESS W 165 & LESS E40 FOR RD, BLK 2
504232020264	OBYMAKO, MICHAEL	2645 SW 49 CT	FORT LAUDERDALE	FL	33312		FOOT STEPS 130-15 BPARCEL A N 39.75
504232020450	MORDES, JERRY & SUSAN LEMORDES, HERMAN	4836 SW 26 TER	FORT LAUDERDALE	FL	33312		JACARANDA HEIGHTS 31-31 BLOT 35 BLK 2
504232060010	WEAR, RICKY D	4837 SW 28 AVE	FORT LAUDERDALE	FL	33312	5849	JACARANDA HEIGHTS 31-31 BLOT 6 BLK 1
504232060020	NANAN, CHRISTAL	8590 NW 20 CT	FORT LAUDERDALE	FL	33312		SEMINOLE PARK SUB 24-32 BLOT 5 S 21,6 N 43 BLK 2
504232060030	STEWART, THOMAS J & JENNIFER L	4891 SW 28 AVE	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 32-50-42LOT 9 S 38.25 OF N 531.25 LESSW 185 & LESS E 300 BLK 1AKA:PT PAR O,S P UNREC
504232060040	ALBALACH, AVRAHAM & TOVAALBALACH, YOSSEI	PO BOX 417	DANIA BEACH	FL	33304		REED LAND CO SUB 2-32 D 32-50-42LOT 9 S 38.25 OF N 531.25 LESSW 155 & LESS E 475 BLK 1
504232060050	SNI PROPERTIES LLC	3396 SW 49 ST	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D32-50-42LOT 4 S 65.50 OF N 557 OF E 165LESS E 40 FOR RD BLK 2
504232060060	SEPCARU, LIAT H/EVAYNER, SHLOMO	4955 SW 28 AVE	FORT LAUDERDALE	FL	33312		FOOT STEPS 130-15 BPARCEL A LESS N 39.75 THEREOF
504232060070	AVERY, VIVIAN	4975 SW 28 AVE	FORT LAUDERDALE	FL	33312		SEMINOLE PARK SUB 24-32 BLOT 6 BLK 1
504232060130	2750 GRIFFIN HOLDINGS LLP	2200 NW CORPORATE BLVD STE 406	BOCA RATON	FL	33431		JACARANDA HEIGHTS 31-31 BLOT 34 BLK 2
504232060140	2750 GRIFFIN HOLDINGS LLP	2200 NW CORPORATE BLVD STE 406	BOCA RATON	FL	33431		REED LAND CO SUB 2-32 D 32-50-42LOT 9 S 38.25 OF N 569.50 LESSW 155 & LESS E 300 BLK 1AKA:PT PAR O,S P UNREC
504232060141	2750 GRIFFIN HOLDINGS LLP	2200 NW CORPORATE BLVD STE 406	BOCA RATON	FL	33431		JACARANDA HEIGHTS 31-31 BLOT 7 BLK 1
504232060150	4880 SW 28 AVE LLC	19630 NE 26 AVE	MIAMI	FL	33180		REED LAND CO SUB 2-32 D 32-50-42LOTS 3 & 4 E 15 OF W 165 OF S264 OF N 792 OF E1/2 BLK 2
504232060160	MANCINI, DAWN	4900 SW 28 AVE	FORT LAUDERDALE	FL	33312	5852	REED LAND CO SUB 2-32 D 32-50-42LOT 4 S 88 OF N 616 OF W 150 OF E1/2 BLK 2
504232060170	SCULLY, JACQUELINE T	4930 SW 28 AVE	FORT LAUDERDALE	FL	33312	5852	FOOT STEPS PARCEL "B" 135-29 BPARCEL "B" N1/2
504232060180	ZEBRAUSKAS, JEROME C & MARY D	4940 SW 28 AVE	FORT LAUDERDALE	FL	33312	5852	SEMINOLE PARK SUB 24-32 BLOT 6 S 42,7 N 22 BLK 2
504232060190	WINTERS, PAUL D LEWINTERS, KEVIN MICHAEL	4950 SW 28 AVE	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 32-50-42LOT 4 S 65 OF N 622 OF E1/2 LESSW 165 & LESS PT LYING WITHIN 400F E/L OF TRACT BLK 2

504232060200	RODRIGUEZ,PETER J & ILA G	4954 SW 28 AVE	FORT LAUDERDALE	FL	33312	5852	REED LAND CO SUB 2-32 D 32-50-42LOT 9 S 76.5 OF N 646 LESSEE 300,LESS W 155 BLK 1AKA:S1/2 PAR O,S P UNREC FOOT STEPS PARCEL "B" 135-29 BPARCEL "B" S1/2
504232060201	BLANCO,LOUIS D	PO BOX 275	NEW SMYRNA	FL	32170	0275	JACARANDA HEIGHTS 31-31 BLOT 33 BLK 2
504232080010	N & D HOLDING INC	5310 W STATE ROAD 84	FORT LAUDERDALE	FL	33314	1240	JACARANDA HEIGHTS 31-31 BLOT 8 BLK 1
504232080021	MALIKMO LLC	899 N SUMMIT ST	CRESCENT CITY	FL	32112		SEMINOLE PARK SUB 2-4-32 BLOT 7 BLK 1
504232080030	4847 HAGE PROPERTY LLC	1790 SE 23 AVE #6B	FORT LAUDERDALE	FL	33316		
504232080040	JOAN ALICE LEHMAN REV TRLEHMAN,JOAN ALICE TRSTEE	2880 NE 14 ST #913	POMPANO BEACH	FL	33062	3659	SEMINOLE PARK SUB 2-4-32 BLOT 7 S 63 BLK 2
504232080050	WARD,ROBERT G JR	4877 SW 28 TER	FORT LAUDERDALE	FL	33312	5803	REED LAND CO SUB 2-32 D 32-50-42S 65 OF N 10 S 65 OF N 687 OFW 145 LESS W 25 FOR RD BLK 1
504232080060	GEORGE & ELENA METZKES REV TRMETZKES,ELENA TRSTEES	6383 NW 40 AVE	COCONUT CREEK	FL	33073		REED LAND CO SUB 2-32 D 32-50-42E 88.25 OF N 68 OF FOL DESC.:S 88 OF N 704 OF W 165 OF E1/2OF LOTS 3 & 4 BLK 2 LESS E 15FOR RD 40FOR RD BLK 2
504232080070	IONTA,ANA MARIA	4903 SW 28 TERR	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 32-50-42PT OF LOTS 165 OF E1/2 LOT 3LESS E 15 & LESS OR 8117/734,S44 OF W 165 OF E1/2 LOT 4 LESS E15 & LESS OR 8117/734 BLK 2
504232080080	KANJIRATHUMKAL,JIJUKANJIRATHUMKAL,JOHN	4911 SW 28 TER #1-2	FORT LAUDERDALE	FL	33312		REED LAND CO SUB 2-32 D 32-50-42PT OF LOTS 9 & 10 DESC AS BEG300 W OF NE COR OF LOT 9 BLK 1,S 646,W 125 FOR POB,CONTW 89.96,S 122,E 90.20,N 122 TOP08 LOT 14 BLK 2 SP
504232080290	REALTY ANALYSIS LLC	4930 SW 28 TER	FORT LAUDERDALE	FL	33312	5806	JACARANDA HEIGHTS 31-31 BLOT 32 E 10 BLK 2
504232080291	SEPCARULIATVAYNER,SHLOMO	4955 SW 28 AVE	FORT LAUDERDALE	FL	33312	5851	JACARANDA HEIGHTS 31-31 BLOT 32 LESS E 10 BLK 2
504232080300	BELITSIS,DIMITRIOS	4920 SW 28 TER	FORT LAUDERDALE	FL	33312		SEMINOLE PARK SUB 2-4-32 BLOT 8 BLK 2
504232080301	SNI PROPERTIES LLC	3336 SW 49 ST	FORT LAUDERDALE	FL	33312		
504232080310	DOUGHERTY LIV TRDOUGHERTY,THOMAS & P L TRSTEES	2081 NW 85 AVE	PEMBROKE PINES	FL	33024	3465	SEMINOLE PARK SUB 2-4-32 BLOT 8 BLK 1
504232080321	MATUTE,LUISKORNILOVA,JEKATERINA	1400 SW 87 AVE	PEMBROKE PINES	FL	33025	3307	PEED LAND CO SUB 2-32 D 32-50-42LOTS 9 & 10 S 65 OF N 752 OFW 145 LESS W 25 FOR RD BLK 1
504232080330	MEDVEDEVA,ELENA	1835 E HALLANDALE BEACH BLVD	HALLANDALE BEACH	FL	33009	4619	REED LAND CO SUB 2-32 D 32-50-42S 65 OF N 752 OF E1/2 OF TRS 3 & 4 LESS W 165 & LESS THAT PTLYING WITHIN 40 OF E/L OF SAIDTRS FOR RD BLK 2
504232080340	WILSHIRE-72 LLC%YARA E ALFARO-SULLIVAN	5049 VILLAGE DR	LAS VEGAS	NV	89142	1802	JACARANDA HEIGHTS 31-31 BLOT 31 E 10 BLK 2
504232080350	EG SERVICES LLC	3434 SW 53 CT	FORT LAUDERDALE	FL	33312		JACARANDA HEIGHTS 31-31 BLOT 31 LESS E 10 BLK 2
504232080355	N & D HOLDING INC	5310 W STATE ROAD 84	FORT LAUDERDALE	FL	33314	1240	SEMINOLE PARK SUB 2-4-32 BLOT 9 BLK 1
504232080360	N & D HOLDING INC	5310 W STATE ROAD 84	FORT LAUDERDALE	FL	33314	1240	REED LAND CO SUB 2-32 D 32-50-42S 103.50 OF N 807.50 OF W 165 OFE1/2 OF TR 3 & 4 BLK 2
504232080361	N & D HOLDING INC	5310 W STATE ROAD 84	FORT LAUDERDALE	FL	33314	1240	LESS E 15ROADS
504232080370	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	SEMINOLE PARK SUB 2-4-32 BLOT 9 BLK 2
							REED LAND CO SUB 2.32 D32-50-42 S 65 OF N 817 OF THATPT OF E1/2 OF TRS 3 & 4 LESS W165 & LESS E 15 FOR RDBLK 2

504232260010	KERNEY HOLDINGS LLC	320 SE 16 AVE	FORT LAUDERDALE	FL	33301		REED LAND CO SUB 2-32 D 32-50-42PORTION OF S 131' OF N 557' OF LOT 4 BLK 2 LYING WITHIN E 40' W & PARALLEL TO E/L OF SEC 32
504232460010	FADLON CONSTRUCTION LLC	470 ANSIN BLVD #AA	HALLANDALE BEACH	FL	33009		REED LAND CO SUB 2-32 D 32-50-42PORTIONS OF E1/2 OF TRACTS 3 & 4 LYING WITHIN 40' W OF E BOUNDARY OF SAID TRACTS AS DESC'D IN OR 4172/432, 4200/866 & 5846/996BLK 2
504232460011	DIAMOND, GARY W & MARY LOU	4914 SW 27 AVE	FORT LAUDERDALE	FL	33312	6028	MARSHALLS EVERGLADE SUB 2-32 D29-50-42W 10 OF LOT 11, W 10 OF LOT 12 LESS N 110 OF S 274 E 20 OF W3/4 OF LOTS 11 & 12 LESS S 600, N 300 OF S 600 OF W3/4 OF TR 12 LESS W 240 BLK 4, LESS FOR LYING IN GRIFFIN RD (ST RD 818) R/W PERMISC MB 8-3
504232460020	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	FOOT STEPS 130-15 BROAD RIGHT OF WAY AS DEDICATED PER PLAT
504232480010	ADAMS, DAMON J & DONNA LYNN	4924 SW 27 AVE	FORT LAUDERDALE	FL	33312	6028	REED LAND CO SUB 2-32 D32-50-42LOT 9 E 20 OF W 165 OF S 611 OF N 646 LESS E 10 OF S 350 OF N 646 & LESS E 10 OF S 100 OF N 296 OF W 165 BLK 1
504232480020	SARDINA, VIENGSOUK P	4926 SW 27 AVE	FORT LAUDERDALE	FL	33312		KOOSH AT GRIFFIN 183-7 BRIGHT OF WAY DEDICATED TO THE PUBLIC BY THE PLAT
504232480030	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	REED LAND CO SUB 2-32 D 32-50-42THAT POR OF GRIFFIN RD (STATE RD 818) LYING WITHIN SEC 32 AS PERMISC MB 8-3
504232580010	SDS DEVELOPMENT & TRUST LLC	5256 SW 38 AVE	FORT LAUDERDALE	FL	33312		KOOSH AT GRIFFIN 183-7 BTRACT A
504232580020	PUBLIC LAND% CITY OF DANIA BEACH	100 W DANIA BEACH BLVD	DANIA BEACH	FL	33004	3643	MARSHALLS EVERGLADE SUB 2-32 D29-50-42PORTION OF RIGHT OF WAY FOR GRIFFIN RD (ST RD 818) AS PERMISC MB 8-3

NOTICE OF PUBLIC HEARING

CITY OF DANIA BEACH, FLORIDA

A Public Hearing will be conducted by the City of Dania Beach Planning & Zoning Board meeting on the following date to consider the following application:

DATE: Tuesday, February 19, 2020
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: TX-002-20: The applicant, Rod A. Feiner, Esq., on behalf of the property owner 2750 Griffin Holdings, LLLP, is requesting a text amendment to amend the existing Planned Residential District (PRD-1).

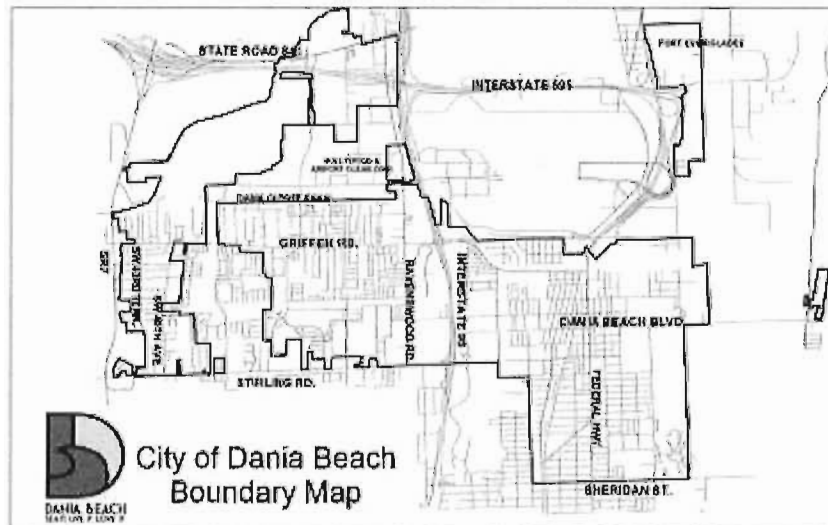
The following is the hearing of the proposed Ordinance.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY ROD A. FEINER, ESQ., ON BEHALF OF 2750 GRIFFIN HOLDINGS, LLLP, TO AMEND CHAPTER 28, "LAND DEVELOPMENT CODE," OF THE CITY CODE OF ORDINANCES BY AMENDING PART 1 "USE REGULATIONS," ARTICLE 105, "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS," SECTION 105-20 "LIST OF RESIDENTIAL AND OPEN SPACE DISTRICTS PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES" AND SECTION 105-220, "PRD-1 DISTRICT SUPPLEMENTAL REGULATIONS;" AMENDING PART 2, "SITE DEVELOPMENT REGULATIONS," ARTICLE 205, "TABULAR SUMMARY OF SITE DEVELOPMENT STANDARDS FOR ALL ZONING DISTRICTS," SECTION 205-10(B) "PRD-1 AND MULTIPLE-FAMILY DISTRICTS;" PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests are available for viewing in the Community Development Department, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and may be inspected by the public during normal business hours. For more information please call the Planning Division at (954) 924-6805 Ext. 3643.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide or prepare such record pursuant to f.s. 286.0105.

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 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.



Application Information

Application Site: City Wide

Project: To allow multi-family and mixed-use development in the Planned Residential District (PRD-1).

Application: Text Amendment

Applicant: Rod A. Feiner, Esq., on behalf of the property owner 2750 Griffin Holdings, LLLP

Hearing Date & Time: February 19, 2020 at 7:00 PM

Hearing Location: City Hall Commission Chambers – 100 W. Dania Beach Blvd.

Contact Information: Corinne Lajoie, AICP (954) 924-6805 Ext. 3704



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application **RECEIVED**

- ☐ Administrative Variance
☐ Land Use Amendment
☐ Plat
☐ Rezoning
☐ Site Plan
☐ Special Exception
☐ Variance
☒ Other: Text Amendment (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

FEB 04 2020

Date Rec'd: BY

Petition No.: Tx-002-20

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: 2730 - 2750 Griffin Road, plus 4850 SW 28 Ave

Lot(s): 1-3 Block: 2 Subdivision: Seminole Park Subdivision plus unplatted land

Recorded Plat Name: Seminole Park Subdivision & unplatted

Folio Number(s): * see below Legal Description: see attached

Applicant/Consultant/Legal Representative (**circle one**) Rod A. Feiner, Esq.

Address of Applicant: 1404 S Andrews Avenue; Fort Lauderdale FL 33316

Business Telephone: 954-761-3636 Home: 954-600-9451 Fax: 954-761-1818

E-mail address: rafeiner@coker-feiner.com

Name of Property Owner: 2750 Griffin Holdings, LLLP

Address of Property Owner: 2200 NW Corporate Blvd., Ste 406, Boca Raton, FL 33431

Business Telephone: 954-394-6615 Home: _____ Fax: _____

Explanation of Request: Text change
*For Plats please provide proposed Plat Name for Variances please attach **Criteria Statement** as per Section 625.40 of the Land Development Code.*

82,311 (1.8896) Gross Acreage: 102,503 Prop. Square Footage: _____

Existing Use: Various Proposed Use: Mixed Use

- * 5042 3206 0130 5042 3206 0141
5042 3201 0370 5042 3206 0140
5042 3201 0380

Is property owned individually, by a corporation, association, or a joint venture?
Yes, an LLLP

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 Rod A. Feiner, Esq., & Coker & Feiner (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 31st DAY OF January, 2020

By:

Theresa Montgomery
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Theresa Montgomery
(Signature of Notary Public – State of Florida)



Personally known X or Produced Identification

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

**ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.**

DECORUM POLICY FOR MEETINGS OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Individuals who wish to make any “Citizen’s Comments” under that portion of the City Commission agenda, or who otherwise want to address the City Commission, must first be registered with the City Clerk (forms are available outside of the City Commission chambers and must be given to the Clerk before the meeting). Others who want to address the Commission on any matters must first be recognized by the Mayor. All such persons must use the podium in the Commission Chamber. No more than one person at a time may address the Commission from the podium ~~*unless specifically permitted by the Mayor.~~ Comments are only to be made to the City Commission and are not to be directed to the audience.

No individual shall make any slanderous or unduly repetitive remarks, or engage in any other form of behavior that disrupts or impedes the orderly conduct of the meeting, as determined by the Mayor. ****No individual may speak directly to or address the Mayor or a City Commissioner: comments are to be only directed to the Commission as a whole.** No clapping, applauding, heckling or

***PER COMMISSIONER BRANDIMARTE’S EMAIL DATED MARCH 2, 2019.**

****PER COMMISSIONER BRANDIMARTE’S COMMENT AT 2/25/20 COMMISSION MEETING.**

verbal outbursts in support of or opposition to a speaker or his or her remarks shall be permitted. No signs or placards shall be permitted in the Commission Chamber.

If any persons' conduct as determined by the Mayor is found to be disruptive or interferes with the orderly conduct of the meeting, the person may be asked by the Mayor to leave the Commission Chambers; if the person does not leave and the conduct persists, the City Police Department will be requested to escort the individual from the City Commission chambers.

All cellular telephones are to be silenced during the meeting. All persons exiting the Commission chamber shall do so quietly.

Chapter 28: Land Development Code

Article 811

Public Art Program

(Ordinance No. 2019-025)

Adopted 12-10-2019

Public Art Program Implementation Sequence And Steps

1. Upon adoption of the Ordinance, the City must establish a Public Art Fund necessary for the collection of Public Art In-Lieu Fees received by the City.
2. Adoption of the Ordinance provides for and allows the City to apply the requirements for public art (In-Lieu Fee or Combination of In-Lieu Fee and Placement of Art on Site). [Note: All completed and submitted building permit applications for development projects that have been accepted by the Community Development Department within 60 days of the final adoption of the Ordinance shall be exempt from the public art requirements]
3. City Commission to either utilize existing Creative Arts Council Advisory Board (CACAB) or create, establish and appoint another body (i.e., public art committee consisting of five (5) members) that will make recommendations to the City Commission on the following: (1) Public Art Master Plan and (2) Public Art Program Guidelines.
4. CACAB or alternative body created by City Commission has a very limited role under the adopted Ordinance, which only includes review and recommendation of the Public Art Master Plan and Program Guidelines to the City Commission. At some point in the future, the City Commission may wish to expand the scope of their authority (i.e., make recommendations to the City Commission regarding acquisition of public art and expenditure of public art funds).
5. Drafting of Public Art Master Plan and Program Guidelines (Staff/Outside Consultant)
6. Draft Public Art Master Plan and Program Guidelines circulated to CACAB or alternative body created by City Commission for review and recommendation.

7. Public Art Master Plan and Program Guidelines forwarded to City Commission for review and approval along with any recommendations by CACAB or alternative body created by City Commission for review and recommendation.
8. Upon adoption of the Public Art Master Plan and Program Guidelines - the City will need to build-up the Public Art Trust Fund necessary for the future acquisition of public art consistent with the adopted Master Plan and established Program Guidelines.
9. City Commission shall make final decisions for all public art acquisitions and shall oversee the public education and curatorial aspects of the public art program.



**CITY OF DANIA BEACH
OFFICE OF THE CITY CLERK**

MEMORANDUM

DATE: March 10, 2020
TO: Honorable Mayor and Commissioners
FROM: Ana M. Garcia, ICMA-CM, City Manager
BY: Thomas Schneider, City Clerk
SUBJECT: City Commission Summer Break

The Request

Staff is requesting input from the City Commission as to when to schedule the summer break.

Background

Summertime is traditionally the time when staff prepares the proposed budget for the upcoming fiscal year.

A Special Budget Meeting must be scheduled during the last week in July to set the Tentative Millage Rate, and Proposed Residential Solid Waste, Stormwater and Fire Assessment Rates, as these rates must be transmitted to the Property Appraiser's Office no later than July 31, 2020.

For the last few years, the Commission cancelled the first meeting in the months of July and August.

Budgetary Impact

None

Recommendation

Provide input to staff as to when to schedule the summer break.

June 2020

June 2020							July 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	5	6	7	1	2	3	4
14	8	9	10	11	12	13	12	13	14	15	16	17	18
21	15	16	17	18	19	20	19	20	21	22	23	24	25
28	22	23	24	25	26	27	26	27	28	29	30	31	

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	May 31	Jun 1	2	3	4	5	6
May 31 - Jun 6					3:00pm 6:00pm Special Magistrate		
	7	8	9	10	11	12	13
Jun 7 - 13			5:30pm 7:00pm CRA Board Meeting 7:00pm 9:00pm City Commission Meeting				
	14	15	16	17	18	19	20
Jun 14 - 20				7:00pm 8:00pm Kirby, Donna (City Hall Commission Chamber) - Kirby, D 7:00pm 9:00pm P & Z Meeting			
	21	22	23	24	25	26	27
Jun 21 - 27			7:00pm 9:00pm City Commission Meeting				
	28	29	30	Jul 1	2	3	4
Jun 28 - Jul 4							

July 2020

July 2020							August 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	2	3	4	5	6	7	1
12	13	14	8	9	10	11	9	10	11	12	13	14	8
19	20	21	15	16	17	18	16	17	18	19	20	21	15
26	27	28	22	23	24	25	23	24	25	26	27	28	22
			29	30	31		30	31					29

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Jun 28 - Jul 4	Jun 28	29	30	Jul 1	2	3	4
					3:00pm 6:00pm Special Magistrate		
Jul 5 - 11	5	6	7	8	9	10	11
					3:00pm 6:00pm Special Magistrate		
Jul 12 - 18	12	13	14	15	16	17	18
			5:30pm 7:00pm CRA Board Meeting 7:00pm 9:00pm City Commission Meeting	7:00pm 8:00pm Kirby, Donna (City Hall Commission Chamber) - Kirby, D 7:00pm 9:00pm P & Z Meeting			
Jul 19 - 25	19	20	21	22	23	24	25
Jul 26 - Aug 1	26	27	28	29	30	31	Aug 1
			7:00pm 9:00pm City Commission Meeting				

August 2020

August 2020							September 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	6	7	1	2	3	4	5
9	10	11	12	13	14	8	13	14	8	9	10	11	12
16	17	18	19	20	21	15	20	21	15	16	17	18	19
23	24	25	26	27	28	22	27	28	22	23	24	25	26
30	31					29			29	30			

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Jul 26	27	28	29	30	31	Aug 1
7/26 - 31							
	2	3	4	5	6	7	8
8/2 - 7					3:00pm 6:00pm Special Magistrate		
	9	10	11	12	13	14	15
8/9 - 14			5:30pm 7:00pm CRA Board Meeting 7:00pm 9:00pm City Commission Meeting				
	16	17	18	19	20	21	22
8/16 - 21				7:00pm 8:00pm Kirby, Donna (City Hall Commission Chamb 7:00pm 9:00pm P & Z Meeting			
	23	24	25	26	27	28	29
8/23 - 28			7:00pm 9:00pm City Commission Meeting				
	30	31	Sep 1	2	3	4	5
8/30 - 9/4							

COMPLETE COUNT ADVISORY COMMITTEE MEMBERSHIP

Thursday, February 27, 2020

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Charlotte Sloboda 2905 Lakeshore Drive Dania Beach, FL 33312 954-559-5473 csloboda@bellsouth.net	September 10, 2019	July 30, 2019 through October 31, 2020	Lewellen
Bishop G. Emerson Scott St. Ruth Missionary Baptist Church 145 NW 5th Avenue Dania Beach, FL 33004 954-922-2529 garyescott@me.com	February 25, 2020	July 30, 2019 through October 31, 2020	Lewellen
Sherica Brown 405 South Federal Highway Dania Beach, FL 33004 240-778-7280 Alt. 240-778-7280 shazzamautospa@gmail.com	November 12, 2019	July 30, 2019 through October 31, 2020	Odman
			Odman
			Brandimarte
			Brandimarte
			Harris
			Harris
Jeffery Roberson 106 SW 5 th Court Dania Beach, FL 33004 754-304-3661 Alt. 954-674-1082 Jroberson58@gmail.com	October 7, 2019	July 30, 2019 through October 31, 2020	James
			James

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP

Tuesday, February 18, 2020

Name/Address Phone Number	Date Appointed	Term	Appointment
Henriette Kitte Arnold 101 SE 3 rd Avenue, #504 Dania Beach, FL 33004 954.303.3498 hkitte@aol.com	January 10, 2017	November 2016 through November 2020	Brandimarte
		November 2016 through November 2020	Harris
Lilli Schipper 716 SE 3 rd Court Dania Beach, FL 33004 954-347-7402 lilli@lillirachel.com	January 14, 2020	November 2018 through November 2022	Lewellen
Roseprimevere Jacques 501 E Dania Beach Boulevard, 3J Dania Beach, FL 33004 954.261.4325 jroseprimevere@gmail.com	September 23, 2019	November 2018 through November 2022	Odman
Heather Holmes 43 SE 12 th Street Dania Beach, FL 33004 754.802.4217 JohnHeatherHolmes@gmail.com	December 10, 2019	November 2016 through November 2020	James
			Ad Hoc Committee
			Ad Hoc Committee

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP

Tuesday, February 18, 2020

Name/Address Phone Number	Date Appointed	Term	Appointment
Laura Lombardo 1401 NW 10 th Street, Apt. South Dania Beach, FL 33004 954.258.1985 Laurarosey17@gmail.com	February 16, 2019	February 16, 2019 through February 16, 2021	Ad Hoc Committee
Sandy Goldberg 421 SE 10th Street, #105 A Dania Beach, FL 33004 954.290.3909 flygirlphoto@aol.com	March 20, 2018	March 20, 2018 through March 20, 2020	Ad Hoc Committee
Linda Wilson 1547 Adams Street Hollywood, FL 33020 954.929.8712 lb_wilson@bellsouth.net	May 16, 2017	May 16, 2017 through May 16, 2019	Ad Hoc Committee
Tony Walsh 235 SE 9 th Street Dania Beach, FL 33004 904.252.1118 TWalshArts@aol.com	February 16, 2019	February 16, 2019 through February 16, 2021	Ad Hoc Committee
Rose Lizana Dania Beach Press P.O. Box 128 Dania Beach, FL 33004 954.925.4227 daniapress@aol.com	July 16, 2012 July 16, 2013	July 16, 2013 through July 16, 2014	Associate Member 1 Year Term
Executive Director of the Dania Beach Chamber of Commerce Randie Shane P.O. Box 1017 Dania Beach, FL 33004 954.926.2323 rshane@daniabeachchamber.org	NA	NA	Associate Member

CREATIVE ARTS COUNCIL ADVISORY BOARD MEMBERSHIP

Tuesday, February 18, 2020

Name/Address Phone Number	Date Appointed	Term	Appointment
President of the Dania Beach Paul DeMaio Friends of the Library Linda Wilson	NA	NA	Associate Member
President of the Dania Beach Tourism Council Joe Van Eron 1500 S.W. Second Ave. Dania Beach, FL 33004-4209 954.925.6935 Cell: 954.383.5548 info@visitdaniabeach.com	NA	NA	Associate Member
Dania Beach Improvement Committee Representative Patricia Hart 954.922.8179 Cell: 954.895.8179 pbubbahart@bellsouth.net	NA	NA	Associate Member
Director of the City Parks and Recreation Department Eric Brown, Director 100 W. Dania Beach Blvd. Dania Beach, FL 33004 954.924.6800 x3730 ebrown@daniabeachfl.gov	NA	NA	Associate Member
City of Dania Beach CRA Economic Development Manager Deandre Spradley 100 W. Dania Beach Blvd. Dania Beach, FL 33004 954.924.6801 x3667 dspradley@daniabeachfl.gov	NA	NA	Associate Member
Don Mizell 187 NE 6 Ct. Dania Beach, FL 33004 310.343.3547 dmaceco@gmail.com	February 2013	NA	Honorary Member

**CREATIVE ARTS COUNCIL ADVISORY BOARD
MEMBERSHIP**

Tuesday, February 18, 2020

Name/Address Phone Number	Date Appointed	Term	Appointment
Carolyn Jones 722 SW 3 rd Street P.O. Box 1242 Dania Beach, FL 33004 954.920.0727 Cj2002@bellsouth.net	March 2016	NA	Honorary Member

GENERAL EMPLOYEES PENSION BOARD MEMBERSHIP

Wednesday, January 15, 2020

Name/Address Phone Number	Date Appointed	Term	Position
		June 22, 2018 through June 22, 2020	Commission Appointment
Luis G. Rimoli 902 Natures Cove Road Dania Beach, FL 33004 954-927-7161 954-478-0653 luis@stagedrightevents.com	February 26, 2019	March 22, 2019 through March 22, 2021	Commission Appointment
Adam Segal City of Dania Beach 100 W. Dania Beach Boulevard Dania Beach, FL 33309 954-924-6800 x 3620 asegal@daniabeachfl.gov	May 23, 2017	Open	Commission Appointment (Finance Director or Designee)
Leo Williams 8761 NW 10 th Street Pembroke Pines, FL 33024 954-651-5031 leosupt@aol.com	May 2, 2018	June 21, 2018 through June 21, 2021	Employee Elected
Corinne Lajoie, Chair 3546 Coco Lake Drive Coconut Creek, FL 33073 954-651-5016 954-924-6805 x3704 corichurch.lajoie@gmail.com	August 14, 2019	June 21, 2019 through June 21, 2022	Employee Elected

**GREEN ADVISORY BOARD
MEMBERSHIP
Wednesday, January 15, 2020**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
		November 2018 through November 2022	Odman
Alexandra Hiley 1450 SE 3rd Avenue, Apt. 303 Dania Beach, FL 33004 603-769-0824 alexandrahiley@gmail.com	June 25, 2019	November 2018 through November 2020	Brandimarte
Alexis Guillen 4410 SW 26 th Avenue Dania Beach, FL 33312 305-804-3309 alexis.guillen@miaminewtimes.com	January 22, 2019	November 2018 through November 2020	James
Patricia Chukerman 545 SE 4 th Court Dania Beach, FL 33004 954-552-9996 (C) 954-929-8289 (H) bykermom@me.com	November 21, 2016	November 2016 through November 2020	Harris
Laura Lombardo 1401 NW 10 th Street, Apt. South Dania Beach, FL 33004 954-258-1985 Laurarosey17@gmail.com	January 14, 2020	November 2018 through November 2022	Lewellen
David Simonetta 908 E Las Olas Boulevard Fort Lauderdale, FL 33301 954-837-3090 davidjsimonetta@gmail.com	January 8, 2019	November 2018 through November 2020	Ad Hoc (James)

POLICE & FIRE PENSION BOARD
MEMBERSHIP – 4 Year Terms
Tuesday, January 14, 2020

Name/Address Phone Number	Date Appointed	Term	Position
Carolyn Jones 722 SW 3 rd Street Dania Beach, FL 33004 954-920-0727 Home 754-323-3033 Work	April 15, 2019	March 2019 through March 2023	9 th Member Selected by Board Secretary
David Nuby, Jr. 401 SW 12 Avenue P.O. Box 1214 Dania Beach, FL 33004 954-275-2579 754-321-2320 Work davidnuby@aol.com	February 26, 2019	March 2019 through March 2023	Commission Appointment
Rae Sandler 1433 Argonaut Isle Dania Beach, FL 33004 954-649-0396 raesandler@bellsouth.net	February 26, 2019	March 2019 through March 2023	Commission Appointment
Dean Harley 606 NW 8 Street Dania Beach, FL 33004 513-652-5140 deharleyoh@gmail.com	February 26, 2019	March 2019 through March 2023	Commission Appointment
		March 2019 through March 2023	Commission Appointment
Todd Lleras 8001 NW 125 Terrace Parkland, FL 33076 954-274-8333 Cell 954-775-0769 Home tlлерas@gmail.com	April 15, 2019	March 2019 through March 2023	Fire Department Employee

POLICE & FIRE PENSION BOARD
MEMBERSHIP – 4 Year Terms
Tuesday, January 14, 2020

Name/Address Phone Number	Date Appointed	Term	Position
Todd Neal, Vice Chairman 500 SW Siesta Way Stuart, FL 34994 772-341-4704 Cell tneal44@gmail.com	April 15, 2019	March 2019 through March 2023	Fire Department Employee
Larry Rogers, Chairman 317 SE 5th Street Dania Beach, FL 33304 954-393-9061	April 15, 2019	March 2019 through March 2023	BSO & Dania Beach Employee Retiree
Richard Tarrant 9213 Arborwood Circle Davie, FL 33328 Rich.Tarrant@comcast.com	April 15, 2019	March 2019 through March 2023	Police Department Retiree



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: March 10, 2020

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

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

Subject: Manager's Report

We have commenced the City's first ever Strategic Planning endeavor. The second phase is the 8-hour City Commission Workshop. Lyle Sumek is providing 3 options to do the Workshop. Any 8-hour combination is acceptable to Mr. Sumek. The following are the available dates: Saturday, March 21st, Monday, March 30th, or Tuesday, March 31st.

We have taken a very proactive approach to the Coronavirus and I have set up a task force consisting of key personnel from various departments as well as our Vice-Mayor, a registered nurse, who has volunteered to assist us on this endeavor. Attached please find the details regarding the Coronavirus task force.

We are grateful for the time our former HR Director was with us as we advertised, interviewed and filled key positions such as Assistant City Attorney, IT Manager, Procurement Specialist and have transitioned to an Interim HR Director, never missing a beat.

We are extremely proud to have applied for and received the prestigious "American Landmark Award" bestowed by the AWWA Board of Directors and Executive Committee. See details attached. We will continue to seek recognition for Dania Beach, as great things are happening in our City via many endeavors that are the result of outstanding efforts, innovation and great enthusiasm and motivation.

The Census 2020 is another mission we have embarked on as I set up an internal team led by Corinne and Katia to promote, inform and team-up with the County and any and all agencies that will benefit our City on this very important endeavor. I will also be working with Liza Erazo, Chair of the Hispanic Complete Count.

With the two speed trailers/license plate readers already ordered and two additional ones that will be ordered this month, we will now have 4 new traffic calming devices deployed to the 4 quadrants of our City versus 1 old one that greatly limited us. We are already working on the placement of two speed humps on 54th, as well as bringing all Citywide speed humps into compliance.

We have a very healthy tree fund and we will work on a plan for our longest continuous median on Griffin Road to cost out a Master Plan for tree planting, trimming and tree removal from our westernmost point East, past 95 to Federal. We will also work closely with the CRA to ensure all the new monument signs have a complementary landscaping design. Additionally, working together with the CRA, we will cost out and report back to you regarding the purchase of a couple of larger monument signs at the Beach, CW Thomas, Frost Park, etc. Smaller signs are perfect for other areas; the new signs are beautiful. We are and will work as a team to ensure the success of this project.

We will be coming to you at our next meeting seeking additional funds to invest in and activate the much needed additional 2500 square feet of office/storage space in the West wing of City Hall.

We are very excited to also seek your support to invest in 2.5 acres on Stirling, a City property that for many years became a dumping ground that was neglected and became uninhabitable.

We have commenced on Phase One of the City's Strategic Plan, a document, that once adopted, will help us be proactive, and allow us to prioritize and seize opportunities via all funding sources available to us. Moreover, our adopted Strategic Plan will provide clear priorities set forth by you, our policy makers, as well as priorities from our management team via our assessment and the contributions/suggestions of our stakeholders.

Coronavirus Task Force Meeting Summary

The Coronavirus Task Force with members from Human Resources, Public Services, Parks and Recreation, BSO Fire, PIO, City Manager's Office and Vice-Mayor Odman held its first meeting on March 4, 2020. The following is a summary of the items discussed.

- Our PIO Katia Bordy, will be the City external information specialist, she will post and share important information regarding the Coronavirus to all Social Media sites, website, etc. HR Generalist Bendra Caseneuve will be the City internal information specialist, she will be sending important Coronavirus updates to the City employees. We will be posting information in all bulletin boards both inside and outside at City Hall, at the City Parks, Community Centers and all City buildings. Placement of signs will be posted in restrooms for proper hand washing.
- The installation of hand sanitizer stations are being placed around City Hall as well as all City buildings and Parks.
- Increased daily maintenance and cleaning at City Hall and City buildings, Parks, Community Centers and beach – complete wipe down of counters, door knobs, etc.
- Working closely with BSO Chiefs sharing information and updates.
- Reaching out to neighboring Cities, County and State Agencies for updates and sharing information.
- Setting up internal email for the Coronavirus Task Force Team.
- Discussed areas of concern and precautions that may need to be taken if the Coronavirus affects our Community.
- We will be ready to activate our EOC should we have to.
- We will look into augmenting our cleaning to provide the much needed support to Mr. Willy not just during this current challenge we face but for the future as well.
- We will also look into how to better prepare should anyone from our team get sick with any signs of the virus and would want to work from home.



**American Water Works
Association**

Dedicated to the World's Most Important Resource™

6666 West Quincy Avenue
Denver, CO 80235-3098
T 303.794.7711
www.awwa.org

February 27, 2020

Mr. Frederick Bloetscher
Dania Beach Water Treatment Plant
1201 Stirling Road
Dania Beach, FL 33004

Dear Mr. Bloetscher:

The Dania Beach Water Treatment Plant in Dania Beach, Florida has been affirmed as an American Water Landmark following favorable review of its nomination by the AWWA Water Landmarks Award Committee, Board of Directors and Executive Committee.

1. A certificate of designation and a plaque to be mounted at the landmark site will be shipped to Ms. Peggy Guingona of your Section.
2. Please be in contact with Ms. Guingona at 407-957-8449 or at peggy@fsawwa.org to establish proper wording and spelling of this newly designated Water Landmark (for engraving on the plaque) and to discuss possible arrangements for a ceremony dedicating the site.

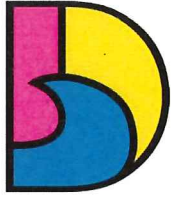
We'll announce this honor on AWWA's website and will acknowledge it at AWWA's next Annual Conference.

Please feel free to contact me with any questions or concerns.

Sincerely,

Dave Gaylinn
Water Landmarks Award Committee
dgaylinn@awwa.org

cc: Teresa DiGenova, Water Landmark Award Committee Chair
Peggy Guingona, AWWA Florida Section Executive Director



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
FINANCE DEPARTMENT
MEMORANDUM**

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

FROM: Adam Segal, Assistant Finance Director

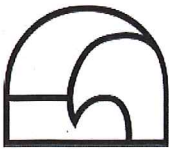
DFA-19-029

DATE: March 4, 2020

SUBJECT: Monthly Business Tax Licensing

Manager,

Per your request attached hereto is the Monthly Business Tax Receipt report reflecting new businesses.



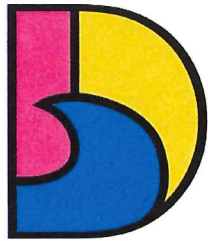
Business Listing Report

Business Start Date 02/01/20 - 02/29/20
Report By Business Name

DANIA BEACH
SEA, IT, LIVE IT, LOVE IT.

Business	Licensee	Address	Phone	Extension	Start Of Business	End Of Business
AVI GAL LLC	AVI GAL LLC	3980 SW 51 ST, Dania Beach, FL	(954) 929-9990		02/11/2020	
BEHAR, GUTT & GLAZER PA	YANITZA SCHOONOVER	1855 GRIFFIN RD A350, Dania Beach, FL 33004	(305) 931-3771		02/06/2020	
BOWLERO DANIA LLC	BOWLERO DANIA LLC	1841 WAY POINTE PLACE, DANIA BEACH, FL 33004	(804) 417-2088		02/14/2020	
COOPER'S HAWK WINERY & RESTAURANT	COOPER'S HAWK DANIA BEACH LLC	1822 POINTE BLVD, DANIA BEACH, FL 33004	(754) 220-0888		02/11/2020	
DANIEL FERREIRA AND LETICIA ACEVEDO	DANIEL FERREIRA AND LETICIA ACEVEDO	500 NE 2 ST 110, DANIA BEACH, FL 33004	(954) 404-4081		02/21/2020	
DIRT TOYS LLC	DIRT TOYS LLC	185 SW 20 WAY BAY S5, DANIA BEACH, FL 33004	(561) 526-5154		02/28/2020	
JOE WALL DESIGN LLC	JOE WALL DESIGN LLC	1221 STIRLING RD 108, Dania Beach, FL 33004	(754) 217-4161		02/26/2020	
JUST BRANDS LLC	JUST BRANDS LLC	3406 SW 26 TER C1-5, DANIA BEACH, FL 33312	(954) 842-4989		02/18/2020	
LUBINS CLASSIC BAKERY	LUBINS CLASSIC BAKERY	1466 PHIPPEN RD, DANIA BEACH, FL 33004	(954) 367-7522		02/04/2020	
MEIR AFLALO	MEIR AFLALO	2450 SW 54 ST, Dania Beach, FL 33312	(954) 560-9724		02/26/2020	
MERAKI SPA AND WELLNESS	MERAKI SPA AND WELLNESS	419 S FEDERAL HWY, Dania Beach, FL 33004	(786) 877-5764		02/25/2020	
NARBLE INC	NARBLE INC	213 NW 1 AVE, Dania Beach, FL 33004	(954) 923-3731		02/25/2020	
NIA DESIGN LLC	NIA DESIGN LLC	38 S FEDERAL HWY 7, DANIA BEACH, FL 33004	(954) 483-1368		02/26/2020	
OPERATION SAFE PASSAGE INC	OPERATION SAFE PASSAGE INC	38 S FEDERAL HWY # 3, DANIA BEACH, FL 33004	(954) 744-6912		02/18/2020	
ROYAL MANAGEMENT LLC	ROYAL MANAGEMENT LLC	3990 SW 51 ST, Dania Beach, FL	(646) 462-1417		02/21/2020	
S.O.T. HOUSING LLC	S.O.T. HOUSING LLC	3960 SW 51 ST, Dania Beach, FL 33312	(954) 929-9990		02/11/2020	
SHERYL L SEBRETH	SHERYL L SEBRETH	3730 SW 47 CT, Dania Beach, FL 33312	(954) 559-5599		02/25/2020	
SIGNATURE CUSTOM WRAPS & COATINGS	EV DESIGN STUDIO LLC	1300 STIRLING RD 2 A, Dania Beach, FL 33004	(954) 292-1298		02/25/2020	
THE GLASS GROUP USA LLC	THE GLASS GROUP USA LLC	1340 STIRLING RD A&B 8, DANIA BEACH, FL 33004	(954) 884-8744		02/07/2020	
TOMMY BAHAMA	TOMMY BAHAMA R & R HOLDINGS INC	150 N POINTE DRIVE, DANIA BEACH, FL 33004	(954) 635-2048		02/11/2020	
TOSS UP SALADS	TOSS UP SALADS	15 S POINTE DR, DANIA BEACH, FL 33004	(754) 299-3395		02/26/2020	
TURNKEY UNIT HOUSING LLC	TURNKEY UNIT HOUSING LLC	4148 SW 51 ST, Dania Beach, FL 33314	(305) 216-3310		02/21/2020	
URBAN, JOSEPH & VICKY	URBAN, JOSEPH & VICKY	104 SE 4 TER, Dania Beach, FL 33004	(954) 744-4210		02/03/2020	
ZE MANAGEMENT LLC	ZE MANAGEMENT LLC	4368 SW 49 CT, Dania Beach, FL 33314	(786) 508-8166		02/25/2020	

Businesses 24



DANIA BEACH
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CITY OF DANIA BEACH BROWARD SHERIFF'S OFFICE (BSO)

MEMORANDUM

DATE: March 2, 2020, 2020

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

FROM: Daniel J. Marks, Captain 

RE: Dania Beach Monthly Memo to City Manager for Commission Meeting

This memorandum is in reference to the upcoming Commission Meeting scheduled for March 10, 2019 at 7 pm.

As part of a surveillance operation into local gang members, a target of ours was known to have an active warrant for his arrest. Our Detectives surveilled the target in a vehicle to a residence where he was found to be in possession of large quantities of heroin and cocaine. The target was also on probation. He was charged trafficking in Heroin, Possession Cocaine, Possession Dilaudid and violation of probation. This arrest will undoubtedly reduce narcotics and violent crimes in the City.

Recently we had a Burglary to the Quick Stop Food Mart located at 3325 Griffin Rd., Dania Beach. A probable case was developed and on this date the suspect was seen driving a grey Toyota Camry at approximately 5000 block of Griffin Rd. A felony traffic stop was conducted and the suspect was placed into custody and transported to the BSO substation without incident. The suspect's vehicle was towed to Mac's Towing. Post Miranda, the suspect confessed to the mentioned Burglary.

Upcoming Events

Tuesday March 3, 2020 - BSO/Broward State Attorney's Office will conduct a Fraud Presentation for Gracefully Aging Attendee's as well as the general public at CW Thomas Park Community Center.

Wednesday March 4, 2020 – Active Killer Training Sessions for all City of Dania Beach Employees.

Thursday March 5, 2004 – BSO Dania Beach/Department of Agriculture & Consumer Services will conduct gas station skimmer checks for all gas stations in Dania Beach.