

CITY OF DANIA BEACH CITY COMMISSION MEETING
MAY 26, 2020 at 7:00 PM
VIRTUAL MEETING AND PUBLIC COMMENTS PROCEDURE

The City of Dania Beach City Commission will be conducting a “Virtual” City Commission meeting utilizing communications media technology (“CMT”), in accordance with Governor Ron DeSantis’ Executive Order No. 20-69, dated March 20, 2020, related to conducting local government public meetings while under the public health emergency related to the spread of Novel Coronavirus Disease 2019 (COVID-19). City Hall building is closed to the public.

Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions on how to attend and participate in virtual City Commission meetings. Public access to this virtual meeting can be accomplished as follows:

- Watch Meeting on the City’s YouTube Channel at www.daniabeachfl.gov/2654/Watch-DaniaTV
- Watch Meeting on Comcast Cable Channel 78
- Join the Meeting virtually or by telephone using RingCentral Meetings

Any member of the public wishing to comment publicly on any matter including on specific agenda items can do so by one of the following options:

Before 2:00 p.m. on the day of the meeting, comments can be submitted into the record by using the following link:

<https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCityCommission> *(all public comments submitted will be provided to the City Commission prior to the meeting and will be attached to the minutes of this meeting and become part of the official record)*

Participating in a public meeting using the video conference platform:

- Virtual attendance: download and install RingCentral Meetings and join using the meeting ID; to be recognized during public comment, click “Raise my hand” in the software
- Telephone attendee: dial meeting phone number and enter meeting ID; to be recognized during public comment, dial *9 to raise your hand

For more information about this City Commission meeting or submitting a public comment at the meeting, please contact:

Thomas Schneider, City Clerk
City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004
954-924-6800 | tschneider@daniabeachfl.gov

NOTICE: This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-924-6800 ext. 3624, no later than two days prior to such proceeding. Anyone wishing to appeal any decision made by the Dania Beach City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, 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. Agenda items may be viewed online at www.daniabeachfl.gov.

**Instructions for Participating and Viewing
City of Dania Beach Virtual City Commission Meeting
May 26, 2020 at 7:00 PM**

Through the City's Website:

Please click the link below:

www.daniabeachfl.gov/2654/Watch-DaniaTV

Through Comcast Channel 78:

If you are a Comcast/Xfinity customer, please go to Channel 78 to view the meeting.

Before 2:00 p.m. on the day of the meeting, submit Public Comments by clicking this link:

<https://daniabeach.seamlessdocs.com/f/PublicSpeakingFormCityCommission> *(all public comments submitted will be provided to the City Commission prior to the meeting and will be attached to the minutes of this meeting and become part of the official record).*

Options for Viewing and Participating in the Meeting Using RingCentral Meetings software

Visit <https://www.ringcentral.com/apps/rc-meetings> to download and install the software on your device

Use this meeting link to join as an attendee:

<https://meetings.ringcentral.com/j/1499089085>

Using your telephone – for higher quality, dial a number based on your current US location:

+1(720)9027700 (US Central)
+1(773)2319226 (US North)
+1(469)4450100 (US South)
+1(470)8692200 (US East)
+1(623)4049000 (US West)

Enter the meeting ID: 149-908-9085

To raise hand and be acknowledged to speak:

1. Users who call in can dial *9 to raise their hand
2. If using the meeting software, to raise hand click or tap "Participants", then choose the option to raise hand.
3. Once you have been selected to speak, you may be prompted to unmute your device or this will be done for you.

**AGENDA
DANIA BEACH CITY COMMISSION
VIRTUAL REGULAR MEETING
TUESDAY, MAY 26, 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.

**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. COMMENTS ARE ONLY TO BE MADE TO THE CITY COMMISSION AND ARE NOT TO BE DIRECTED TO THE AUDIENCE OR CITY STAFF.

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, CITY COMMISSIONER OR CITY STAFF: COMMENTS ARE TO BE ONLY DIRECTED TO THE COMMISSION AS A WHOLE. NO CLAPPING, APPLAUDING, HECKLING OR 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 PERSON'S 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. (RESOLUTION #2020-032)

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. Budget amendment/full-time positions adjustment (*City Manager & Finance*)
2. Special Event request from Mayhem Ranch LLC for their Bass Pro Social Distance Drive-thru Animal Park event to be held at 200 Gulfstream Way on May 28-31, 2020 from 10:00 a.m. - 7:00 p.m. (*Community Development*)

4. PROCLAMATIONS

5. CITIZEN COMMENTS

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

6. PUBLIC SAFETY REPORTS

7. CONSENT AGENDA

1. Minutes:

Approve Minutes of May 12, 2020 Virtual City Commission Meeting

2. Travel Requests: None

3. RESOLUTION NO. 2020-045

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CALLING FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE PURPOSE OF ELECTING THREE CITY COMMISSIONERS TO SERVE FOUR YEAR TERMS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Clerk)*

4. RESOLUTION NO. 2020-046

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE AND EXECUTE CHANGE ORDER NOS. 1, 3, AND 4 IN THE TOTAL AMOUNT OF SIXTY FIVE THOUSAND FIFTY SIX DOLLARS AND NINE CENTS (\$65,056.09) TO SAGARIS CORP. FOR THE PURCHASE OF ADDITIONAL CONSTRUCTION SERVICES AND TO MEET FIELD CONDITIONS FOR THE MULTIMODAL ENHANCEMENTS PROJECT RELATED TO THE CITY INVITATION TO BID ("ITB") NO. 19-004; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2020-047

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 337.408, FLORIDA STATUTES, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH CONTRACTOR, INSITE MARTIN OUTDOOR, LLC, FOR THE INSTALLATION OF CERTAIN BUS BENCHES, WITH SIGNAGE, FOR A ONE YEAR PERIOD, EFFECTIVE JUNE 1, 2020 AND EXPIRING MAY 31, 2021, WITH TWO ONE-YEAR OPTIONS OF CITY TO RENEW; PROVIDING FOR

CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager)*

6. RESOLUTION NO. 2020-048

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH VIRGIN TRAINS USA FLORIDA, LLC FOR CONSTRUCTION OF SUPPLEMENTAL SAFETY IMPROVEMENTS AT SELECTED RAILROAD CROSSINGS IN THE CITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager)*

7. RESOLUTION NO. 2020-049

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR SERVICES TO BE PROVIDED BY TYLER TECHNOLOGIES, INC. FOR FISCAL YEAR ENDED SEPTEMBER 30, 2020 AND TO EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES THAT ARE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. ORDINANCE 2020-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE APPROVED BY THE CITY COMMISSION, TO FUND THE SOUTHEAST 2ND AVENUE WATER MAIN PIPE REPLACEMENT PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Public Services)*

2. Seven Oaks items for Rezoning, Assignment of Flex Units, Plat, Site Plan and Variances have been removed from the agenda as the Rezoning Ordinance was denied on first reading at the May 12, 2020 City Commission meeting.

10. DISCUSSION AND POSSIBLE ACTION

1. Chamber funding – Commissioner James
2. City Manager's one-year review (City Manager's 12 Month Annual Report is included under Managers Report #13.1)

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 - 1 appointment
Commissioner James - 1 appointment
2. Creative Arts Council Advisory Board
Commissioner Harris - 1 appointment
3. General Employees Pension Board
1 Commission Appointment for a term beginning June 22, 2020 and ending June 22, 2022
4. Green Advisory Board
Vice-Mayor Odman - 1 appointment
5. Planning & Zoning Board
Vice-Mayor Odman - 1 appointment
6. Police and Fire Pension Board
1 Commission Appointment to fill Scott Clark's unexpired term ending March 2023

13. ADMINISTRATIVE REPORTS

1. City Manager

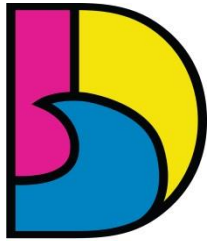
2. City Attorney

3. City Clerk - Reminders

Tuesday, June 9, 2020 - 5:30 p.m.
Tuesday, June 9, 2020 - 7:00 p.m.
Tuesday, June 23, 2020 - 7:00 p.m.

CRA Board Meeting
City Commission Meeting
City Commission Meeting

14. ADJOURNMENT



DANIA BEACH
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CITY OF DANIA BEACH MEMORANDUM

DATE: May 26, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Finance Director

SUBJECT: Budgetary Considerations through Fiscal Year End

It is widely known that Covid-19 pandemic will significantly limit resources available to municipalities across the country. Finance is projecting a \$1.5 million impact to the City's General Fund through the end of this fiscal year. It is expected that the impact will be felt through the fall, and this is being factored into the fiscal year 2020-21 budget projection. There is not an abundance of discretionary expenditures in this year's budget, and it is important to realize that the adopted FY2019-20 budget only exceeded the amended FY2018-19 budget by \$350,000. Looking forward, in an effort to conserve resources for this fiscal year and the next, the City Administration is looking at opportunities to reduce expenditures, namely vacant positions, non-recurring expenditures, and staff travel.

Position Adjustments

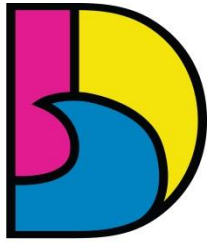
Two positions have been identified that, if eliminated, will provide estimated total budgetary savings of \$135,000 in fiscal year 2019-20 and \$141,000 in fiscal year 2020-21.

The City Administration has reviewed the Information Technology Manager position and, in consultation with the Acting IT Manager, decided to eliminate the position. The position budget for FY2019-20 is \$153,000, a portion of which will be used to upgrade the IT Systems Support Analyst position, provide additional contractual staff hours to support end-user technical issues, and cloud hosting of several City systems including the New World Systems ERP and Microsoft Exchange email. Further, the cloud-hosting portion eliminates a significant amount of IT staff time and effort, as well as provides disaster recovery solutions for the most important systems used by City staff. The estimated net savings realized through eliminating this position is approximately \$98,000 in FY2019-20 and \$53,000 in FY2020-21.

In addition to the IT Manager position, the City Administration has reviewed the vacant position of Administrative Assistant to the City Commission. This position, added in fiscal year 2019-20, has a budgeted start date of May 1. The City Administration recommends that this position be eliminated. The savings will be used to offset lost revenues in the current year, and to assist in balancing the budget for FY2020-21. The estimated savings realized through eliminating this position is approximately \$37,000 in FY2019-20 and \$88,000 in FY2020-21.

Deferral of Non-Recurring Expenditures

This year's budget lacks significant discretionary budgeted expenditures to be deferred or cut. City Departments are aware of the fiscal constraints presented by Covid-19, and have identified savings within their budget. For example, the Human Resources Director deferred a budgeted item that will save over \$47,000 this year. Further, the City Administration is scrutinizing every purchase order request submitted by departments to ensure the most effective use of limited resources.



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CITY OF DANIA BEACH MEMORANDUM

Staff Travel

Nearly all in-person conferences related to municipal organizations and certifications scheduled through September 30 are cancelled due to travel restrictions and general unease with traveling during the pandemic. As a result, there is currently a balance of \$109,000 in the City-wide travel budget, most of which will not be spent. Some conferences have been converted to a virtual format, ensuring certified members can still obtain continuing education credits. Any request to attend a conference through the remainder of the calendar year will be thoroughly evaluated by the City Administration.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)
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Special Event request from Mayhem Ranch LLC for their Bass Pro Social Distance Drive-thru Animal Park event to be held at 200 Gulfstream Way on May 28-31, 2020 from 10:00 a.m. - 7:00 p.m.

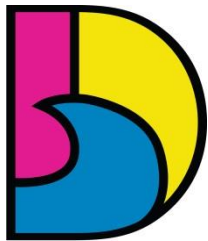
Purchasing Requests ONLY		
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Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

special event memo - Bass Pro Animal Drive thru, Bass Pro



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CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: May 26, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa- Cruz, Assistant City Manager

BY: Eleanor Norena, CFM, Community Development Director

Candido
Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of
Dania Beach, ou,
email=csosacruz@daniabeachfl.gov,
c=US
Date: 2020.05.19 14:14:48 -04'00'

Eleanor
Norena

Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=City of
Dania Beach, ou=Community
Development,
email=enorena@daniabeachfl.gov,
c=US
Date: 2020.05.19 13:50:01 -04'00'

RE: Special Events Application Request for May 28th, 2020
"Bass Pro Social Distance Drive- thru Animal Park" at 200 Gulfstream Way, Dania Beach
scheduled for Thursday, May 28th, 2020 through Sunday May 31st, 2020.

Request

A Special Event approval is requested by James Wickett on behalf of Mayehm Ranch LLC to host "Social Distance Animal Drive-thru" for Thursday, May 28th, 2020 through Sunday May 31st, 2020 from 10:00 a.m.- 7:00 p.m. The requested event will be held at 200 Gulfstream Way, Dania Beach FL. This event will charge the public \$10.00 per vehicle for admission.

Background

This event is to create a social distance drive- thru petting zoo in the parking lot of Bass Pro Shops, the farm animals will be in cages and people will not be allowed to exit their cars.

Budgetary Impact

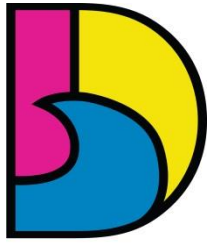
The special events application fee for this event is \$150.00. The following page includes requirements from City Staff, the applicant will pay for any necessary inspection and enforcement services.

Recommendation

It is recommended that the City Commission approve the special events application request with compliance of the conditions noted.

Exhibit:

Staff Department Comments



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<u>Staff</u>	<u>Comments/ Conditions</u>	
BSO Fire Prevention	<i>Fire Marshall report attached.</i> Event is approved with conditions: - Minimum spacing requirements between tents shall be 10 feet unless approved by the Fire Marshall - Site plan required - Fire extinguishers required - Tent/ Canopy Permits Required - Power cords - Pre – Event inspection required and type of inspection - Fire inspector stand-by detail and operational detail is required	
Community Development	Building permits may be required for tents or canopies.	
City Attorney	No comments	
Code Enforcement	No comments	
Community Dev.	No Comments	
Hr/ Risk Mgmt-	No comments	
Parks & recreation-	No comments	
Public Services	No Comments	
BSO Police Dept.	No Comments	



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: Bas Pro Drive – Thru Zoo

Event Date(s): May 28- 31

Event Location: 200 Gulfstream Way, Dania Beach, Fl. 33004

Event Reviewed By: **David Zipoli**

Date of Review: 05/18/2020

☐ 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.

☐ **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:

____ Please email me at david_zipoli@sheriff.org for any further questions if needed.____

____ Permits are required for tents.

____X____ Provide the proper city permit with a flame retardant sample attached to permit____

____X____ Provide in detail the exact route the vehicles are to make for the exhibit. Exits must be clearly marked.

INSPECTION AND/OR DETAIL REQUIREMENTS

Pre-Event Inspections Required:

☐ NO ☒ YES

☐ N/A ☐ (Dates & Times): __ May 28, 2020

TYPE OF INSPECTION REQUIRED:

____X____ Normal Inspection Hours

____ After-Hours (4-Hours or Less)

____ After Hours (Greater than 4 Hours)

Fire Inspector Stand-By Detail Required:

☒ NO ☐ YES

☐ N/A ☐ (Dates & Times): _____

Operational Detail Required:

☐ NO ☐ YES

Type: _____

Dates & Times: _____

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

MINUTES OF VIRTUAL REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, MAY 12, 2020 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor Lewellen called the meeting to order at 7:01 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 Dania Pointe businesses, and noted 12 out of 15 restaurants have remained open, under the restrictions, during the pandemic. She addressed the curbside pickup initiative, sanitation of common areas, events planned for the future, and plans for outdoor dining. She noted their great relationship with the City and said it is nice to know the door is open if they need assistance. She addressed precautions taken by their restaurants to prevent cross-contamination and the potential of using outdoor areas for dining.

City Manager Garcia thanked Ms. Butler for the \$5,000.00 donation for the City's food giveaway at the Casino, as well as providing help for the event.

3.2 Dania Beach Chamber of Commerce update - Randie Shane

Ms. Shane spoke of restarting Broward County's economy, and noted she has been in contact with over 50 of the Chamber members via telephone and every member via email. All businesses have what they need and would like to get going, and hotels are wanting to be open to guests. She addressed restaurants' supplies of PPE and their ability to sanitize, and spoke of the

Chamber's partnerships and their hardships from the economic impact of the virus. She responded to the Commission's questions and comments, which included \$5,000.00 budgeted for the visitor's guide that she had requested be re-appropriated to keep the Chamber afloat.

Commissioner James requested the Commission provide the \$5,000.00 funding to the Chamber.

Mayor Lewellen noted this is not the time to take up this matter.

3.3 Update on additional bulk waste pickup in May - Assistant City Manager Sosa-Cruz

Assistant City Manager Sosa-Cruz gave an update and details regarding the additional bulk waste pickup starting May 25th and running until May 30th, in coordination with Waste Management.

3.4 Food distribution initiatives - City Manager Garcia

City Manager Garcia reported on the recent Adopt-A-Box food distribution at the Casino and thanked everyone who donated and volunteered. Another distribution will be held on May 22nd, in partnership with Farm Share, also at the Casino.

4. Proclamations

There were no proclamations at this meeting.

5. Citizen Comments

There were no comments at this meeting.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent crime in the City and provided a general update on all COVID-19 protocols that are in place, including patrols and working with Code Enforcement.

Captain Sergio Pellecer, BSO District Fire Chief, thanked the Commission and staff for their leadership during the pandemic. He noted they are taking all precautions, monitoring nursing homes, and are working on the hurricane plan.

7. Consent Agenda

Items added to Consent Agenda: #10.2

Items removed from Consent Agenda: #7.3

- 7.1 Minutes:
Approve Minutes of April 21, 2020 Virtual Meeting Training Session Workshop
Approve Minutes of April 28, 2020 Virtual City Commission Meeting

- 7.2 Travel Requests: None

Resolutions

7.4 RESOLUTION #2020-041

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION TO PROCEED WITH THE BID ADVERTISEMENT FOR THE PROJECT KNOWN AS THE SOUTHEAST 2nd AVENUE WATER MAIN REPLACEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.5 RESOLUTION #2020-042

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF WATER METER COMPONENT PARTS, UTILITY PIPES AND RELATED APPURTENANCES, TO BE PURCHASED FROM VARIOUS SUPPLY VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT NO. ITB 2018-19/12 WITH THE CITY OF DEERFIELD BEACH, WHICH MAY EXCEED AN ANNUAL SINGLE VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED BUDGETS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7.6 RESOLUTION #2020-043

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA ("CITY"), AUTHORIZING EXECUTION OF A THIRD AMENDMENT TO A LOAN AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA ("COUNTY"), AND THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF DANIA BEACH, FLORIDA ("CRA"), PERTAINING TO THE PARKING GARAGE INFRASTRUCTURE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(CRA)*

7.7 RESOLUTION #2020-044

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO THE AGREEMENT FOR CAPACITY ALLOCATION IN PHASE 1 OF THE C-51 RESERVOIR PROJECT TO EXTEND THE PROJECT COMPLETION DATE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Commissioner James motioned to adopt the Consent Agenda, with the exception of Item #7.3 and the addition of Item 10.2; seconded by Commissioner Brandimarte. The motion carried unanimously.

7.3 RESOLUTION #2020-035

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO OBTAIN SUPPLEMENTAL PLAN REVIEW, INSPECTION AND ADMINISTRATIVE SERVICES FROM C.A.P. GOVERNMENT, INC. AUTHORIZING SUCH PURCHASE TO BE MADE FROM THE BUILDING FUND'S APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from April 28, 2020) (Community Development)*

City Attorney Ansbro read the title of Resolution #2020-035.

Commissioner James noted she did further research and this is a 3-year contract with two 1-year renewal options. She would like to make it a 1-year contract with two 1-year options as she is not comfortable with giving them a 3-year contract. We may need the supplemental contract right now, but it benefits C.A.P to have a longer contract as it allows other cities the opportunity to piggyback this contract. She requested the Commission reduce the agreement to a 1-year contract with two 1-year options, and asked Eleanor Norena, Community Development Director, if she thought this is doable or whether it would cause confusion with the contract.

Community Development Director Norena noted C.A.P. is providing an essential service, they were the lowest responsible bidder, and it guarantees the continuity of the Community Development Department.

Mayor Lewellen questioned the length of contract terms identified in the RFP, and asked if we are guaranteed the same rates if we do it for three years.

Community Development Director Norena responded the RFP contained rates and services, but was not specific on the length of the term. She noted the rates would be guaranteed for three years.

Commissioner James asked if we are going to phase C.A.P. out; before them, work was performed by City employees and Broward County. We have peaked and we are not going to be any busier than we are right now.

City Manager Garcia noted we could do a hybrid to make the department successful, and addressed how C.A.P was the lowest bidder and we went back and got the price reduced by \$100,000.00. We should lock the rate in for three years; we are not going to pay for what we do not use.

Commissioner Harris said he agrees with having the contract for three years; soon we will have built-outs of Dania Pointe, the Spirit project, the Serenity project, Avid Hotel, J. Milton and Stellar Homes. It is prudent at this time to keep C.A.P. Government on as we are not paying for anything we do not use, and he recommended locking in rates, as they have relationship with the developers.

Assistant City Manager Sosa-Cruz noted these services are essential because we do not have a Building Official, structural inspector, or an electrical inspector as City employees; these

positions are extremely important. He discussed the RFP and the two bidders, noting the other was higher. The alternative is Broward County, but they have higher rates than C.A.P. It is to our benefit to lock in a rate now for the next three years and a discounted rate for the upcoming year.

Frank DiPaolo, Director of Finance, explained the building/permitting operation is a self-supporting fund and the revenue collected goes into the cost of inspections. There is not a minimum cost; if building activity is not there, the City would not utilize C.A.P. The demand of the building function will drive the actual utilization of the contract. If there is no demand, utilization would correspond to that. He noted this would not have an effect on the General Fund as the Building Department has its own fund that is self-supporting and self-sustaining.

Commissioner James said we need more flexibility with a shorter contract time. She has looked at invoices for the last two years for C.A.P. and Broward County. It takes C.A.P. longer than Broward County to get the job done at the same cost.

Commissioner James motioned to reduce the C.A.P. Government contract to a 2-year contract with two 1-year options.

Mayor Lewellen said it should go as is, and we have a 30-day bailout clause.

Commissioner Brandimarte asked if there are penalties for getting out in 30 days.

City Attorney Ansbro said there is a 15-day convenience clause to get out of contract, and without having to give a reason. Additionally, the City chooses whether to exercise the options, not C.A.P.

The motion was seconded by Commissioner Brandimarte. The motion failed on the following 2-3 Roll Call vote:

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

Vice-Mayor Odman motioned to adopt Resolution #2020-035; seconded by Mayor Lewellen. The motion carried on the following 3-2 Roll Call vote:

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

8. Bids and Requests for Proposals

There were no proposals on this agenda.

9. Public Hearings and Site Plans

9.1 ORDINANCE #2020-008

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)** *(Continued from April 28, 2020) (Community Development)*

City Attorney Ansbro read the title of Ordinance #2020-008 and advised this item was a quasi-judicial hearing and swore-in those who would speak. He asked the Commission to disclose any communication they had on this matter.

The Commission noted they had been contacted by the developer.

Corinne Lajoie, Planning & Zoning Manager, gave an overview of the rezoning and flexibility units' allocation requests for Seven Oaks.

Manny Synalovski, 1800 Eller Drive, Suite 500, Fort Lauderdale, representing the applicant, gave a presentation, which is attached to and incorporated into these minutes.

Mayor Lewellen noted she is concerned because she has spoken with the neighbors and they told her they have not had conversations with Mr. Synalovski. Other than the letter sent, there has not been any other outreach. She referenced a petition, which is attached to and incorporated into these minutes, submitted by Eric Horbaly and signed by 85 residents in the neighborhood indicating they are against the project. She said there are a lot of issues with this neighborhood, including traffic and parking, and putting more homes there makes her nervous. It is very concerning to have that many homes with the narrow streets and parking issues in the neighborhood. There is a lot of flooding in the neighborhood and there is concern this development would make it worse. She noted residents would be more amendable to single-family homes.

Commissioner Brandimarte agreed with Mayor Lewellen's assessment regarding neighborhood outreach.

Mr. Synalovski addressed Mayor Lewellen's concerns, including traffic, and noted they have no intention of using the easement purchased, they plan to give it back to the community. He spoke about his communications with the neighborhood and noted there was not much interest, and addressed the petition submitted.

Mayor Lewellen again referenced the petition and questioned who Mr. Synalovski communicated with.

Mayor Lewellen opened the Public Hearing.

City Attorney Ansbro swore in Noah Slemack, representative of the Seven Oaks developer.

Mr. Slemack noted he is surprised with what he heard tonight. They have made strong efforts to reach out to the neighborhood and it is difficult to interpret what the petition means. He said this is a beautiful project and they have been hindered in speaking with people personally due to the pandemic.

Commissioner James said she would want to know what the residents would be comfortable with on this property.

Mayor Lewellen noted the residents are concerned with the rezoning and the number of units.

Mr. Synalovski spoke of the high cost of development in South Florida and in Dania Beach; they are not doing anything different than what Hidden Harbor did. He appreciates the petition, but he does not appreciate the strategy; it is difficult to respond to concerns when they are not discussed. He added they are trying to come up with a product positive for the community and at the same time reduce the risk of developing when it is so expensive to develop quality homes. He appreciates they have shared they would rather have 12 instead of 16 homes, but if the neighbors understood what they are doing with the 16 homes, they would perhaps have a different opinion.

Vice-Mayor Odman noted there needs to be some contact that happens, attempts to make this work and it has to involve the residents. She asked Planning & Zoning Manager Lajoie how the developer could bridge this since we cannot have a community meeting where everyone can come together in the same room to come to a resolution.

Planning & Zoning Manager Lajoie responded they could do a Zoom meeting, but she is hesitant because there are no participants at this meeting. She is leaning towards granting more time in order to have a more traditional meeting for the residents.

Vice-Mayor Odman asked is there an option to wait and continue this item as this seems unfair to the residents and to the developer. She added small groups meeting may be possible in a week.

Mayor Lewellen noted the reason three neighbors were not participating tonight is because of the meeting technology.

Commissioner Harris agreed about the inability to meet. He felt there should be a public meeting for the residents, and the developer should reach out to them to find a compromise.

Commissioner Brandimarte noted the residents were not afraid to talk to the Mayor and she felt they do not want to speak with the developer. Regarding small meetings, seniors may not be able to attend, and the signers of a petition may not want to speak.

City Manager Garcia stated we could facilitate several small meetings with the residents to have that participation.

Commissioner James noted she spoke to a few of the residents; some said they did not want to participate in a virtual meeting and others simply opposed the project. If we had small meetings, she does not know that the residents would change how they feel if they just do not want the project. She questioned tabling the item and noted she does not want to prolong it if there is no promise.

Mayor Lewellen agreed and noted she has many concerns with the project. The residents told her they do not want the property to be rezoned, and she does not know if anything would ever change their minds.

Mr. Synalovski noted whether they build 16 units or 12 units, they are still neighbors. This could be continued for two weeks and he could hold numerous meetings face-to-face in the interim. They will turn every stone that they have to and address every person who signed the petition.

Vice-Mayor Odman wished Mr. Synalovski success in making contacts with the residents. She pointed out this is a different world and density may be a big issue; he should take this into consideration.

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

Vice-Mayor Odman motioned to continue Ordinance #2020-008, on first reading, until the May 26, 2020 City Commission meeting at 7:00 p.m.; seconded by Commissioner Harris. The motion failed on the following 2-3 Roll Call vote:

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

Vice-Mayor Odman motioned to deny Ordinance #2020-008, on first reading; seconded by Commissioner Brandimarte. The motion carried on the following 5-0 Roll Call vote:

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

9.2 RESOLUTION #2020-040

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN MODIFICATION (SP-003-15-MOD2) AND DESIGN VARIATION (OT-016-20), SUBMITTED BY 4 N. FEDERAL DANIA, LLC, FOR PROPERTY LOCATED ON THE NORTHEAST CORNER OF FEDERAL HIGHWAY AND DANIA BEACH BOULEVARD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A,” A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONDITIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from April 28, 2020) (Community Development)*

City Attorney Ansbro read the title of Resolution #2020-040 and advised this item was a quasi-judicial hearing and swore-in those who would speak. He asked the Commission to disclose any communication they had on this matter.

Corinne Lajoie, Planning & Zoning Manager, gave a presentation on the site plan modification and design variation requests for Trion.

Leigh Kerr, on behalf of the applicant, gave a brief presentation.

Dev Motwani, President and CEO of Merrimac Ventures, developer, was available for questions.

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

Vice-Mayor Odman motioned to adopt Resolution #2020-040; seconded by Commissioner Harris. The motion carried on the following 5-0 Roll Call vote:

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

10. Discussion and Possible Action

10.1 Local government preparation - Vice-Mayor Odman

Vice-Mayor Odman referred to the Broward County workshop held today, noting the Mayor would give an overview. We are basically left to figure things out on our own since there was no playbook and no County and State guidance. She questioned if there is anything we want to do or should be doing to prepare, and asked if hurricane funds could be used for the pandemic.

Frank DiPaolo, Director of Finance, said the hurricane fund can be used for disaster recovery and this was declared by the Mayor.

Vice-Mayor Odman inquired if we should be doing something now and in between from a financial stand point to prepare for the second wave of the pandemic.

Finance Director DiPaolo responded the best thing to do is monitor the City’s cash revenues and cash flows. The longer this goes on, the more money we will spend on this and the more impact it will have on our revenues. We will know in the next 2-3 months how deep the impact will be;

he recommends being fiscally responsible and conservative.

Vice-Mayor Odman asked about the City's current monitoring and enforcement measures.

City Manager Garcia noted we took a very proactive approach from the onset and she spoke of efforts undertaken. She also spoke of the return to work policy, PPE, and education, utilizing the emergency disaster recovery funds to ensure proactive measures are taken.

Vice-Mayor Odman noted, in terms of health enforcement, the County is using 3-1-1 to report violations. She questioned whether we want to wait for the County or if we want a dedicated line to report violations of social distancing, so Code can go out immediately.

City Manager Garcia commented about working with Finance Director DiPaolo on setting up a dedicated phone line for reporting.

Addendum

10.2 Reopening update – Mayor Lewellen

Mayor Lewellen spoke of the discussion at the County Commission workshop, which addressed modified Phase I re-opening on May 18th. She understands there have been discussions with State officials; the Governor favors reopening at 50%. If the County opens it up with 50% inside restaurants, we could reduce it down to 25% if we wanted. We may be able to open up some of the restrictions, such as in the streets in Dania Pointe. The County is waiting to hear from the Governor as they need his permission. The beach is not going to be included in the change right now. Miami Dade may open their beaches after Memorial Day, so we all want to act in tandem, and it looks like Broward County is also waiting until after Memorial Day. The plan is to open slowly in order to police issues, and not allow passive or active use of the beach. Her thoughts are about the treatment measures; she is concerned with health, safety and the amount of tracers on hand with the County to track the pandemic. She suggested discussing opening at 25% versus 50% capacity.

Commissioner Harris spoke of the dedicated phone line; this will be possible with our phone system.

Vice-Mayor Odman stated the key in the meetings was there needs to be some educational component; we need to do our own media posts and put some money in it. We need to effectively translate the message that just because things are opening up, this is not normal, and there will be enforcement of social distancing. She recommended moving forward with 50% capacity inside restaurants, understanding those things have to be in place.

Commissioner James noted if we do not help our local businesses, we are going to find ourselves in a world of trouble as they will have a trickledown effect to the rest of the City. She does not know how we would control the reporting hotline; we do not have enough City staff. She was okay with reopening at 25% before, but after speaking to business owners, they would be

expending more than they would be making in revenue. We will be facing financial shortcomings when we discuss the upcoming budget; not all programming will be offered from the City, CRA, or Chamber of Commerce. She questioned if we could require paper menus at restaurants and noted her vote is for 50% on the inside.

Mayor Lewellen said the key is social distancing.

City Manager Garcia felt confident in our enforcement team, but also the Commission played an important role; she is confident at 50% inside dining. She would like to work with Finance Director DiPaolo on the dedicated phone. She would like to give the \$5,000.00 allotted for the Chamber, but would want it to be used for getting the word out. The key is education, but at some point, we will be able to get there. All fields and courts would be open but with restrictions.

Commissioner Brandimarte noted she likes the plan for the parks. She does not understand the bars inside restaurants issue; seating and serving would be allowed with social distancing. She questioned outside seating, like Shenanigan's Restaurant, and how many tables would be allowed.

Mayor Lewellen stated no one here has a problem giving leeway outside, as long as social distancing of six feet is followed.

Commissioner Brandimarte said she is okay with 50% on the inside unless there is a problem with a bar. She confirmed 50% does not include the outside.

City Attorney Ansbro noted the current Broward County order prohibits bars where people have meals. The 50% only comes if the Governor gives the okay to the County; if they only allow 25%, we cannot allow 50%.

Mayor Lewellen said her understanding is the Governor is willing to open at 50%.

City Attorney Ansbro stated outside parties of 10 or less together and 6 feet of distance between parties are the current provisions.

Mayor Lewellen said we should know something tomorrow if changes will be made Monday. Not every store or restaurant will re-open right away and a lot of people are not going to go out even when we change the restrictions.

Vice-Mayor Odman questioned, during this time with everything going on, whether the Commission should take their summer break and not have meetings. She felt the break is worth reconsidering.

Commissioner James noted, although we are in a pandemic, we have not had emergency meetings, so she does not know whether the Commission will be at the table anyway or what their level of inclusiveness will be. She added she does not want restrictions placed on the Chamber funding; those funds could come out of emergency funds.

Commissioner Brandimarte said as soon as the Commission voted to keep the vacation the way that they had it, she made plans; she does not have the luxury of family at home. She felt the suggestion to have meetings in the summer when there were no meetings during the pandemic was cruel.

Commissioner Harris noted he had plans for summer break, but they have all been cancelled.

Mayor Lewellen noted she has no plans, so she is available. We do not know if they will be virtual meetings at that time, but it is a possibility.

Vice-Mayor Odman said it is not intended to be punishment, it is leadership, it is when your City needs you. We made recommendations at the last meeting and are making recommendations at this meeting. This is more than about hurricanes; it is not responsible to walk away from the table at this point. She would like consensus on continuing to meet during that time as this is not the time for taking leave.

Commissioner Harris agreed that the Commission was elected to serve, and that means at any time.

Commissioner James said her situation is different. Although this is a time of leadership, we have already made a decision, and Commissioner Brandimarte has made plans. We could call a special meeting as needed. You cannot go back on something where someone has put finances and time into planning a vacation. We should perhaps call a special meeting or workshop so there is not an absence on the record. She noted she may be traveling on that date and not necessarily for a vacation. She serves like everyone else and true leadership is what the Commission is doing when the cameras are not on.

Mayor Lewellen voiced concern with special meetings insofar as notice and setting the meetings up.

Commissioner Brandimarte noted she will not be here in July, but she will be in August.

Mayor Lewellen suggested one meeting in July and two in August.

Commissioner Brandimarte stated if she is not physically here she would be available by phone.

Commissioner James noted she will not know about August until additional information is provided from the School Board.

Mayor Lewellen suggested the option of having Commissioner Brandimarte phone in for the additional meeting in July.

Commissioner James questioned the type of meeting being purposed, whether a virtual, a special, or a City Commission meeting.

Vice-Mayor Odman reiterated her intent is to have a meeting; she understands if we have to plan it month by month and reassess. She noted we are not doing the July 14th meeting, and an additional meeting in August will be discussed at the next meeting.

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte asked if anything was discussed about the casinos. City Attorney Ansbro responded for now all large venues remain closed and will likely remain closed with the new order.

Commissioner Brandimarte expressed disappointment with the Commission.

11.2 Commissioner Harris

Commissioner Harris noted we have to be vigilant and speak with one voice as we have been doing, through the Manager and through the Mayor, during these times. He spoke of CDC guidelines and the need to educate, mitigate and enforce to the best of our ability.

11.3 Commissioner James

Commissioner James had no comments.

11.4 Vice-Mayor Odman

Vice-Mayor Odman had no comments.

11.5 Mayor Lewellen

Mayor Lewellen reminded everyone that when things are open, they still have to be vigilant and maintain social distancing.

12. Appointments

12.1 Complete Count Advisory Committee

12.2 Creative Arts Council Advisory Board

12.3 General Employees Pension Board

12.4 Green Advisory Board

12.5 Police and Fire Pension Board

There were no appointments at this meeting.

13. Administrative Reports

13.1 City Manager

City Manager Garcia referenced the Return to Safe Work Place procedure document, game plan reopening document, and a third document to be used for the City Manager's review, all of which were distributed to the Commission.

City Manager Garcia reviewed the memo and information included in the Manager's Report, including the proposed budget schedule, revenue losses, the Census 2020, hurricane season, additional bulk trash pickup dates, and the City food drive distributions.

City Manager Garcia noted she has been in contact with the Division of Unclaimed Properties to receive funding from 30 unclaimed accounts ranging from \$10-15,000.00.

13.2 City Attorney

City Attorney Ansbro had no comments.

13.3 City Clerk - Reminders

Tuesday, May 26, 2020 - 7:00 p.m.

Tuesday, June 9, 2020 - 5:30 p.m.

Tuesday, June 9, 2020 - 7:00 p.m.

City Commission Meeting

CRA Board Meeting

City Commission Meeting

14. Adjournment

Mayor Lewellen adjourned the meeting at 10:57 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

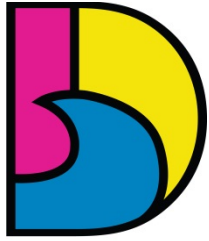
Continued from:

Requested Action (Identify appropriate Action or Motion)		
ADOPT RESOLUTION CALLING FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE PURPOSE OF ELECTING THREE CITY COMMISSIONERS TO SERVE FOUR YEAR TERMS		

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

Fiscal Impact/Cost Summary

Exhibits Attached
Memo - November Election, R-2020- Calling for Election November 2020



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH OFFICE OF THE CITY CLERK

MEMORANDUM

DATE: May 26, 2020
TO: Honorable Mayor and Commissioners
FROM: Ana M. Garcia, ICMA-CM, City Manager
BY: Thomas Schneider, City Clerk
SUBJECT: Resolution Calling for November Election

The Request

Attached for Commission adoption, is a resolution calling for the November 3, 2020 Municipal Election to fill 3 positions on the City Commission.

Background

The City Charter (Part VI, Registrations and Elections, Article 1, Elections, Sec. 3, Calling an Election) requires that all elections shall be called by resolution of the City Commission.

Budgetary Impact

There is no budgetary impact in this fiscal year. The Broward County Supervisor of Elections estimates the City's 2020 municipal election cost at \$9,800.00, which will be planned for in the FY2020/2021 budget.

Recommendation

Adopt resolution calling for the November 3, 2020 Municipal Election to fill 3 positions on the City Commission.

RESOLUTION NO. 2020-045

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CALLING FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE PURPOSE OF ELECTING THREE CITY COMMISSIONERS TO SERVE FOUR YEAR TERMS; 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 candidates for Office of the City Commission of the City of Dania Beach, Florida, for the vacancies occurring in office pursuant to the Charter of the City of Dania Beach, shall file such papers and pay such fees as required with the City Clerk of the City of Dania Beach between noon on the 8th day of June, 2020, and noon on the 12th day of June, 2020.

Section 2. That a general election relating to such municipal offices shall be held in the City of Dania Beach, Broward County, Florida, on Tuesday, November 3, 2020, in conjunction with the General Election to be held in Broward County, Florida.

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 take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on May 26, 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

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 APPROVE AND EXECUTE CHANGE ORDER NOS. 1, 3, AND 4 IN THE TOTAL AMOUNT OF SIXTY FIVE THOUSAND FIFTY SIX DOLLARS AND NINE CENTS (\$65,056.09) TO SAGARIS CORP. FOR THE PURCHASE OF ADDITIONAL CONSTRUCTION SERVICES AND TO MEET FIELD CONDITIONS FOR THE MULTIMODAL ENHANCEMENTS PROJECT RELATED TO THE CITY INVITATION TO BID (“ITB”) NO. 19-004; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

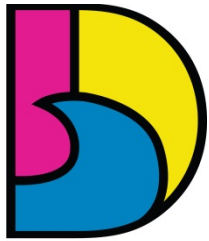
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

PS Agenda Memo Authorization to Award BID#19-004 to Sagaris Corp, Attachment 1 Multimodal 5-26-20, R-2020- Sagaris Corp. Change Orders 1 3 and 4 for Multimodal Enhanceme rev 5-19 (7), Dania Beach ITB#19-004 CO#1 (2) Exhibit A, 19-004 - RFCO 3 - QC Testing - Asphalt Exhibit B, 19-004 - RFCO 4 - Temporary Striping Exhibit C



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 26, 2020

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

RE: **Sagaris Corp. Change Order Nos. 1, 3, and 4 Multimodal Enhancements Projects**

Request

The Public Works Department (PSD) requests approval of Change Orders Nos. 1, 3, and 4 and for the Multimodal Enhancement Project and the appropriation of additional funding for the monetary change orders.

Background

The City awarded Sagaris the Multimodal Enhancement Project contract on July 30, 2019 (Resolution #19-083) for \$459,199.40. The Multimodal Enhancement Project is a Florida Department of Transportation (FDOT) Local Agency Program project funded by the Transportation Alternatives Program (LAP) grant in the amount of \$322,379.

The FDOT LAP Agreement requires FDOT to approve all change orders before the City's approval ensures the changes are warranted and are in line with the project's scope. FDOT considers cost-sharing on change orders if funding is available in the project budget. FDOT approved Change Orders Nos. 1, 3, and 4.

The contractor is on schedule and is expected to be substantially complete on-time.

Change Order No. 1

PSD Engineering made minor modifications to the plan and resubmitted for review to Broward County Traffic Engineering (BCTE). That review resulted in an additional eight flashing pedestrian beacons, additional paving, curbing, and road markings. Development work in the northwest neighborhood post-plan design resulted in project redesigns to accommodate new field conditions created by a new daycare center and the Saratoga Project. Change order amount: \$59,459.69.

Change Order No. 3

This change order provides for Quality Control for Asphalt Testing not contemplated in the Agreement with the contractor but is required by the FDOT LAP Agreement. Costs \$3,500.00.

\continued...



Change Order No. 4

This change order is for Temporary Striping required for public safety. The project engineer required temporary striping for the period after new paving is put down and before permanent striping is applied. Cost \$2,096.40.

Budgetary Impact

Additional funding is available in Account No. 301-39-58-541-63-10, Oasis XIV, in the Capital Improvement Fund. The City Commission authorized the funding of Oasis XIV through Year 35- CDBG, making funds available to be transferred to the Project Account in the amount \$65,056.69 for Change Orders Nos. 1, 3, and 4.

FDOT has committed to funding a majority of Change Order No. 1 and will determine the amount of funding at the end of the project.

Recommendation

PSD requests approval of the attached resolution to approve Change Orders Nos. 1, 3, and 4, appropriate \$65,056.09 to the project.

Attachment 1 – April 22, 2020, FDOT email on additional Funding

Resolution

Exhibit A – Change Order No. 1

Exhibit B – Change Order No, 3

Exhibit C – Change Order No. 4

FJR/CD



Attachment 1

Donnelly, Colin

From: Clark, Roderick <Roderick.Clark@dot.state.fl.us>
Sent: Wednesday, April 22, 2020 7:57 PM
To: Craig, Marjorie; Donnelly, Colin
Cc: Nestor Santana (nsantana@rjbehar.com); Yero, Christina; Zugeil Velez; Stacy A. Sookdew-Sing; Williams, Mya; Freddie Vargas; Aubery, Sabrina
Subject: Re: Change Order No. 1

****CAUTION**** This email has originated from outside this organization, so proceed with extra caution when communicating with the sender or opening any attachments.

Good afternoon,

After reviewing Change Order #1 and the federal funds programmed, FDOT will participate in the reimbursement of the following items:

- Flashing Solar Powered LED Sign with Push Button
- Type F Curb & Gutter

We've confirmed that there is enough federal funding under the LAP Agreement to cover the cost of the previously mentioned items in Change Order #1. We will have an opportunity to reconcile the project via Supplemental Agreement at project close-out.

If you have any questions, please feel free to contact us.

Thank you and have a wonderful day.

Regards,

Roderick Clark
LAP Coordinator-Broward County (Consultant- HDR Inc.)
District 4 Program Management Office
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Teleworking Schedule M-F 8:00 am to 5:00 pm
O: 954-777-4491
Roderick.Clark@dot.state.fl.us

Attachment – 1

Donnelly, Colin

From: Clark, Roderick <Roderick.Clark@dot.state.fl.us>
Sent: Wednesday, April 22, 2020 7:57 PM
To: Craig, Marjorie; Donnelly, Colin
Cc: Nestor Santana (nsantana@rjbehar.com); Yero, Christina; Zugeil Velez; Stacy A. Sookdew-Sing; Williams, Mya; Freddie Vargas; Aubery, Sabrina
Subject: Re: Change Order No. 1

****CAUTION** This email has originated from outside this organization, so proceed with extra caution when communicating with the sender or opening any attachments.**

Good afternoon,

After reviewing Change Order #1 and the federal funds programmed, FDOT will participate in the reimbursement of the following items:

- Flashing Solar Powered LED Sign with Push Button
- Type F Curb & Gutter

We've confirmed that there is enough federal funding under the LAP Agreement to cover the cost of the previously mentioned items in Change Order #1. We will have an opportunity to reconcile the project via Supplemental Agreement at project close-out.

If you have any questions, please feel free to contact us.

Thank you and have a wonderful day.

Regards,

Roderick Clark
LAP Coordinator-Broward County (Consultant- HDR Inc.)
District 4 Program Management Office
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Teleworking Schedule M-F 8:00 am to 5:00 pm
O: 954-777-4491
Roderick.Clark@dot.state.fl.us

RESOLUTION NO. 2020-046

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO APPROVE AND EXECUTE CHANGE ORDER NOS. 1, 3, AND 4 IN THE TOTAL AMOUNT OF SIXTY FIVE THOUSAND FIFTY SIX DOLLARS AND NINE CENTS (\$65,056.09) TO SAGARIS CORP. FOR THE PURCHASE OF ADDITIONAL CONSTRUCTION SERVICES AND TO MEET FIELD CONDITIONS FOR THE MULTIMODAL ENHANCEMENTS PROJECT RELATED TO THE CITY INVITATION TO BID ("ITB") NO. 19-004; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 30, 2019 the City Commission approved Resolution No. 2019-083, authorizing City officials to enter into an Agreement with Sagaris Corporation, in the amount of \$459,199.40, through comparative contracting, to construct the Multimodal Enhancement Project; and

WHEREAS, the Florida Department of Transportation funded Three Hundred Forty Four Thousand Three Hundred Seventy Nine Dollars (\$344,379.00) for this project through the Local Agency Program project no. 438282-1-58-01; and

WHEREAS, plan alterations to accommodate recent development and Broward County Traffic Engineering's requirement of additional safety enhancements in the form of flashing pedestrian beacons, striping, and materials are reflected in Change Order No. 1 in the amount of Fifty Nine Thousand Four Hundred Fifty Nine Dollars and Sixty-Nine Cents (\$59,459.69); and

WHEREAS, the Florida Department of Transportation ("FDOT") requires quality control asphalt testing that was not included in the Agreement resulting in Change Order No. 3 in the amount of Three Thousand Five Hundred Dollars (\$3,500.00); and

WHEREAS, a temporary roadway marking was required for safety reasons and was not included in the Agreement which necessitated Change Order No. 4 in the amount of Two Thousand Ninety Six Dollars and Forty Cents (\$2,096.40);

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

Section 1. That the foregoing findings are made a part of and incorporated into this Resolution by this reference.

Section 2. That funding for Change Order Nos. 1, 3 and 4, will be provided from Account No. 301-39-58-541-63-10, Oasis XIV, in the Capital Improvement Fund in the amount of Sixty Five Thousand Fifty Six Dollars and Nine Cents (\$65,056.09).

Section 3. That project Change Order Nos. 1, 3 and 4, copies of which are attached as Exhibits “A”, “B”, and “C”, respectively, are made a part of and incorporated into this Resolution by this reference, are approved.

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to such Change Order Nos. 1, 3 and 4 that are deemed necessary and proper for the best interests of the City.

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

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

PASSED AND ADOPTED on May 26, 2020.

ATTEST:

THOMAS SCHNIEDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CONTRACT MODIFICATION (CHANGE ORDER)

City of Dania Beach
 100 W. Dania Beach Boulevard
 Dania Beach, Florida 33004

Project Name:	Dania Beach Citywide Pedestrian Safety Project(CRA Multimodal Improvements)	Contract No. #:	G1490
Project Number:	ITB# 19-004	Date:	2/28/2020
FM Number:	438282-1-58-01		
Owner:	City of Dania Beach	Change Order No. #:	01
Contractor:	Sagaris Corp.		

The following modifications to the CONTRACT are hereby ordered due to Broward County Traffic Engineering Division revisions:

Item No. 01 Flashing Solar Powered LED Sign with Push Button (F&I)

Installation of 8 additional solar powered button activate flashing LED sign at the uncontrolled pedestrian crossing locations identified on the plans. For safety, the installation of pedestrian warning signs at an uncontrolled crossing should accommodate both points of the crossing. There are several locations that include a button activated sign, however, the opposite corner of the intersection did not considered include the same button activated sign. Attachment 01 indicates the red marks from BCTED with the additional lights as well as the communications on the matter.

Item No. 02 Type F Curb and Gutter

Pay Item not included in Bid Form documents.

Item No. 03 Detectable Warnings

Additional Detectable Warnings. Due to additional concrete sidewalk area was necessary inclusion detectable warnings tiles.

Item No. 04 6 in Concrete Sidewalk (Safety)

Additional Concrete Sidewalk was necessary due to ADA Compliance and Safety in several parts of the project.

Item No. 05 Performance Turf - Sod

Additional Sod work resulting from the addition and realignment of new concrete sidewalk from the revised plans.

Item No. 06 Milling Existing Asphalt Pavement 3/4 in Depth

Additional work due to re-orientation and re-configurations of crosswalks and sidewalks respectively.

Item No. 07 Milling Existing Asphalt Pavement 1.5 in Depth

Additional work due to re-orientation and re-configurations of crosswalks and sidewalks respectively.

Item No. 08 Superpave Asphaltic Concrete, Traffic A, SP-9.5 (2 lifts @ 1.5" per lift)

Additional work due to re-orientation and re-configurations of crosswalks and sidewalks respectively.

Item No. 09 Superpave Asphaltic Concrete, Traffic A, SP-9.5 (1 lifts @ 3/4" per lift)

Additional work due to re-orientation and re-configurations of crosswalks and sidewalks respectively.

Item No. 10 Thermoplastic, Standard, White, Solid 12in (Crosswalks)

Additional work due to re-orientation and re-configurations of crosswalks and sidewalks respectively.

Item No. 11 Thermoplastic, Standard, White, Solid 24in (Stop Bars)

Additional work due to re-orientation and re-configurations of crosswalks and sidewalks respectively.

Item No. 12 Thermoplastic, Standard, White, Message or Symbol

Additional work due to re-orientation and re-configurations of crosswalks and sidewalks respectively.

Item No. 13 Single Post Sign, Relocate

Additional work due to re-orientation and re-configurations of crosswalks and sidewalks respectively.

Change Order No. 01 involves the following additions / deductions to the Original Contract:

Item	Description	Quantity	Unit	Unit Price	Amount	Add/Delete Days
1	Flashing Solar Powered LED Sign with Push Button	8	EA	\$ 3,800.00	\$ 30,400.00	0
2	Type F Curb	9	LF	\$ 45.00	\$ 405.00	0
3	Detectable ADA Tile	12	SF	\$ 30.00	\$ 360.00	0
4	6 in Concrete Sidewalk	56	SY	\$ 75.00	\$ 4,200.00	0
5	Performance Turf - Sod	13.77	SY	\$ 7.00	\$ 96.39	0
6	Milling Ext Asphalt 3/4 in	249.22	SY	\$ 5.00	\$ 1,246.10	0
7	Milling Ext Asphalt 1 .5 in	83.67	SY	\$ 8.00	\$ 669.36	0
8	Superpave Asphaltic Concrete Traffic A SP-9.5 1.5in per lift	3.33	TN	\$ 195.00	\$ 649.35	0
9	Superpave Asphaltic Concrete Traffic A SP-9.5 3/4in per lift	10.4	TN	\$ 195.00	\$ 2,028.00	0
10	Thermoplastic Standard White Solid 12in	24	LF	\$ 3.00	\$ 72.00	0
11	Thermoplastic Standard White Solid 24in	22	LF	\$ 6.50	\$ 143.00	0
12	Thermoplastic Standard White Message or Symbol	23	EA	\$ 450.00	\$ 10,350.00	0
13	Single Post Sign, Relocate	8	EA	\$ 250.00	\$ 2,000.00	0
14	Mobilization (7%)	1	EA	\$ 3,683.34	\$ 3,683.34	0
15	Maintenance of Traffic (6%)	1	LS	\$ 3,157.15	\$ 3,157.15	0
				Total	\$ 59,459.69	

Change order No. 01 results in a net change to the Contract in the amount of

\$ 59,459.69

<u>Contract Amount</u>		<u>Contract Time (Calendar Days)</u>	
Original	\$ 459,199.40	Original Contract Time	210
Previous Changes (+/-)	\$ -	Previous Change (+/-)	0
This Change Order (+/-)	\$ 59,459.69	This Change Order (+/-)	0
Revised Contract Amount	\$ 518,659.09	Revised Contract Time	210

Original Contract Completion Date 5/24/2020

Revised Contract Completion Date NA

OWNER	CONTRACTOR	ENGINEER
City of Dania Beach	Sagaris Corp.	R.J. Behar & Company, Inc.
1201 Stirling Road	1847 N University Dr.	6861 SW 196th Avenue, Suite 302
Dania Beach, FL 33004	Coral Springs, FL 33071	Pembroke Pines, FL 33332

By: _____
Colin Donnelly
Project Manager

By: _____
Steven Fouladi
Sr. Project Manager

By: 
Nestor Santana, PE
Sr. Project Engineer

Date: _____

Date: _____

Date: 2/28/20

Contractor Request for Change Order # 1



Sagaris Corp.
GENERAL CONTRACTOR
CGC1520899

1847 N University Dr.
Coral Springs, FL 33071
Phone: (954) 688-3407 Fax: (954) 688-3407
Email: office@sagariscorp.com

REQUEST FOR CHANGE ORDER #1

TO : Mr. Nestor Santana, P.E.
R.J. Behar & Company, Inc.
6861 SW 196th Avenue, Suite 302
Pembroke Pines, FL 33332

DATE : February 21, 2020
OWNER : City of Dania Beach
PROJECT : Citywide Pedestrian Safety - Dania Beach
PROJECT # FIN 438282-1-58-01

SCOPE : Project Plan Revisions

Description

Per revised project plans , F&I Additional: Flashing Solar Crosswalk Signs, Milling & Paving, Construct F Curb, ADA Detectable Warning, Sodding, Thermoplastic Striping, Sign Relocation

Total Amount Proposed for Change Order \$ 59,459.70

Note: Except as qualified herein all changes to work to be performed under the same terms and conditions as the base contract.

WE AGREE to modify the original contract by the following **CHANGE ORDER** amount:

\$ 59,459.70

Additional days to complete this work TBD

Signature: _____
Authorized Sagaris Corp.
Representative

Date: _____

ACCEPTED: The above prices and specifications of this Request for Change Order are satisfactory and are hereby accepted. Sagaris Corp, will perform above stated work under the same terms and conditions as specified in original contract unless otherwise noted. Additional work is to be paid for under the same terms and conditions of the existing contract.

Signature: _____
Authorized Owner
Representative

Date: _____



Sagaris Corp.
GENERAL CONTRACTOR
CGC1520899

1847 N University Dr.
Coral Springs, FL 33071
Phone: (954) 688-3407 Fax: (954) 688-3407
Email: office@sagariscorp.com

REQUEST FOR CHANGE ORDER #1

COST ESTIMATE FOR INCREASE, DECREASE OR ALTERATION IN THE WORK

Item	Description of Item	QTY	Quantity	Unit Price	Bid Price
<u>RFCO No. 1 - 001</u>	<u>Flashing Solar Powered LED Sign with push button (F & I)</u>				
	Per revised plans dated 11/22/2019 , Furnish all materials, labor and equipment to install additional Flashing Solar Powered LED sign with push button for crosswalks.	EA	8	\$ 3,800.00	\$ 30,400.00
<u>RFCO No. 1 - 002</u>	<u>Type F Curb</u>				
	Per revised plans, Furnish all materials, labor and equipment to construct Type F Curb	LF	9.00	\$ 45.00	\$ 405.00
<u>RFCO No. 1 - 003</u>	<u>Detectable ADA Tile</u>				
	Furnish all materials, labor and equipment to install Detectable ADA Tile.	SF	12	\$ 30.00	\$ 360.00
<u>RFCO No. 1 - 004</u>	<u>6" Concrete Sidewalk (Safety)</u>				
	Furnish all materials, labor and equipment to construct 6" Concrete Sidewalk. Overun in result of tie-in to meet ADA Compliance	SY	56	\$ 75.00	\$ 4,200.00
<u>RFCO No. 1 - 005</u>	<u>Performance Turf - Sod</u>				
	Furnish all labor, equipment and material to install sod (Contract Line Item)	SY	13.77	\$ 7.00	\$ 96.39
<u>RFCO No. 1 - 006</u>	<u>Milling Existingt Asp Pavt, 3/4" Avg Depth</u>				
	Furnish all materials, labor and equipment to mill existing asphalt pavement at a average of 3/4" depth	SY	249.22	\$ 5.00	\$ 1,246.10
<u>RFCO No. 1 - 007</u>	<u>Milling Existingt Asp Pavt, 1-1/2" Avg Depth</u>				
	Furnish all materials, labor and equipment to mill existing asphalt pavement at a average of 1-1/2" depth	SY	83.67	\$ 8.00	\$ 669.36
<u>RFCO No. 1 - 008</u>	<u>Superpave Asphaltic Concrete, Traffic A, SP-9.5 (2 lifts @ 1.5" per lift)</u>				
	Furnish all materials, labor and equipment for paving SP.95	TN	3.33	\$ 195.00	\$ 649.35

<u>RFCO No. 1 - 009</u>	<u>Superpave Asphaltic Concrete, Traffic A, SP-9.5</u> <u>(1 lift @ 3/4" per lift)</u> Furnish all materials, labor and equipment for paving SP.95	<u>TN</u>	<u>10.4</u>	<u>\$ 195.00</u>	<u>\$ 2,028.00</u>
<u>RFCO No. 1 - 010</u>	<u>Thermoplastic, Standard, White, Solid, 12"</u> <u>(Crosswalks)</u> Furnish all materials, labor and equipment for placement of thermoplastic road marking	<u>LF</u>	<u>24</u>	<u>\$ 3.00</u>	<u>\$ 72.00</u>
<u>RFCO No. 1 - 011</u>	<u>Thermoplastic, Standard, White, Solid, 24" (Stop Bars)</u> Furnish all materials, labor and equipment for placement of thermoplastic road marking	<u>LF</u>	<u>22</u>	<u>\$ 6.50</u>	<u>\$ 143.00</u>
<u>RFCO No. 1 - 012</u>	<u>Thermoplastic, Standard, White, Message or Symbol</u> Furnish all materials, labor and equipment for placement of thermoplastic road marking	<u>EA</u>	<u>23</u>	<u>\$ 450.00</u>	<u>\$ 10,350.00</u>
<u>RFCO No. 1 - 013</u>	<u>Single Post Sign, Relocate</u> Furnish all materials, labor and equipment to relocate single post sign	<u>EA</u>	<u>8</u>	<u>\$ 250.00</u>	<u>\$ 2,000.00</u>
<u>RFCO No. 1 - 014</u>	<u>Mobilization (7%)</u>	<u>EA</u>	<u>1</u>	<u>\$ 3,683.34</u>	<u>\$ 3,683.34</u>
<u>RFCO No. 1 - 015</u>	<u>Maintenance of Traffic (6%)</u>	<u>LS</u>	<u>1</u>	<u>\$ 3,157.15</u>	<u>\$ 3,157.15</u>
Grand Total					\$ 59,459.70

Engineer Estimate Analysis

CHANGE ORDER # 01
Broward County Traffic Engineering Plan Revision

ENGINEER'S ESTIMATE / ENTITLEMENT ANALYSIS

Financial Project No.: 438282-1-58-01

Project Number: ITB# 19-004

County: Broward

Description: City of Dania Beach

Issue: Additional Costs associated with modifications to the plans and Broward County Traffic Engineering Division revisions.

Description: The City provided Revised Plan Drawings dated October 25, 2019, which added additional project scope including additional Flashing Solar Powered LED Sign w/ Push Button, Type F Curb and Gutter, Detectable Warnings, Concrete Sidewalk for Safety Purposes, sod, Asphalt Pavement, Thermoplastic Striping and some Post Signs relocation.

Engineer's Estimate

No.	Item Description	Quantity	Unit	Unit Cost	Total
1	Flashing Solar Powered LED Sign with Push Button	8	EA	\$3,800.00	\$30,400.00
2	Type F Curb	9	LF	\$35.00	\$315.00
3	Detectable ADA Tile	12	SF	\$30.00	\$360.00
4	6 in Concrete Sidewalk	56	SY	\$75.00	\$4,200.00
5	Performance Turf - Sod	13.77	EA	\$7.00	\$96.39
6	Milling Ext Asphalt 3/4 in	249.22	SY	\$5.00	\$1,246.10
7	Milling Ext Asphalt 1.5 in	83.67	SY	\$8.00	\$669.36
8	Superpave Asphaltic Concrete Traffic A SP-9.5 - 1.5 in per lift	3.33	TN	\$195.00	\$649.35
9	Superpave Asphaltic Concrete Traffic A SP-9.5 - 3/4 in per lift	10.4	TN	\$195.00	\$2,028.00
10	Thermoplastic Standard White Solid 12 in	24	LF	\$3.00	\$72.00
11	Thermoplastic Standard White Solid 24 in	22	LF	\$6.50	\$143.00
12	Thermoplastic Standard White Message or Symbol	23	EA	\$450.00	\$10,350.00
13	Single Post Sign, Relocate	8	EA	\$250.00	\$2,000.00
14	Mobilization (7%)	1	EA	\$3,683.34	\$3,683.34
15	Maintenance of Traffic (6%)	1	EA	\$3,157.15	\$3,157.15
TOTAL					\$59,369.69

Total Amount of Engineer's Estimate	=	\$ 59,369.69
Contractor's Estimated Price	=	\$ 59,459.69

Basis of Estimate

The above engineer's estimate was prepared using the schedule of value breakdown from existing Lump Sum (LS) contract unit rates, FDOT Item Average Unit Costs for the period between 01/08/2019 through 01/31/2020, and quotes provided by the contractor. Additionally, we compared unit costs for the same items from previous CEI contracts less than a year old. The cost estimate is reasonable and is in the best interest of the City of Dania Beach.

Engineer's Entitlement

R.J. Behar has reviewed this Contract Change. The Designer of Record has provided Revised Plans detailing these changes. The Contractor is entitled to recover 100% of the cost impacts as submitted.



Nestor Santana, PE
R.J. Behar & Company, Inc
Senior Project Engineer

3/17/20

Date

Flashing Solar Powered LED Sign with Push Button

Nestor Santana

From: Freddie Vargas <FVargas@CPC-Eng.com>
Sent: Wednesday, February 26, 2020 3:54 PM
To: Nestor Santana
Subject: FW: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01. BCTED # To Be Determined
Attachments: City of Dania Beach CRA Multi-Modal Enhancement Project-Variou Locations BCTED 171208061 and 190506061-Part 2-08-12-19.pdf

FTI. This related to the solar signs.

Freddie Vargas, P.E.

Senior Traffic / Transportation Manager



From: Cai, Lei [mailto:LCAI@broward.org]
Sent: Tuesday, August 13, 2019 9:31 AM
To: 'engineering@daniabeachfl.gov' <engineering@daniabeachfl.gov>
Cc: Caratozzolo, Carmelo <CCARATOOZZOLO@broward.org>; Dan Tintner <DTintner@cpc-eng.com>; Freddie Vargas <FVargas@CPC-Eng.com>; Gross, Sharon <SGROSS@broward.org>
Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01. BCTED # To Be Determined

Dear Mr. Keyser,

This is Part 2.

If the Broward County Traffic Engineering Division may be of further assistance, please do not hesitate to contact us.

Regards,



Lei Cai, P. E., PTOE
Broward County Traffic Engineering Division
2300 W. Commercial Blvd, Fort Lauderdale, FL 33309
Tel. 954-847-2653 Fax 954-847-2700
lcai@broward.org www.broward.org

From: Cai, Lei
Sent: Tuesday, August 13, 2019 9:30 AM
To: 'engineering@daniabeachfl.gov' <engineering@daniabeachfl.gov>
Cc: Caratozzolo, Carmelo <CCARATOOZZOLO@broward.org>; 'DTintner@cpc-eng.com' <DTintner@cpc-eng.com>;

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

Dear Mr. Keyser,

The Broward County Traffic Engineering Division (BCTED) provided the following general comments:

- (1) The plans reference the installation of solar powered button activate flashing LED sign at the uncontrolled pedestrian crossing locations. The installation pedestrian warning signs at an uncontrolled crossing should accommodate both points of the crossing, especially if the sign is button activated. There are several locations that include a button activated sign, however, the opposite corner of the intersection does not include the same button activated sign. The following are locations that appear to be missing a button activated sign on the opposite corner:
 - Sheet C 3.1 – NW 2 Street and NW 8 Avenue
 - The westbound pedestrian crossing sign assembly is missing for the crosswalk on the west leg (crossing from the NW corner to the SW corner).
 - The eastbound pedestrian crossing sign assembly is missing for the crosswalk on the east leg (crossing from the SE corner to the NE corner).
 - Sheet C 3.1 – NW 2 Street and NW 7 Avenue
 - The northbound pedestrian crossing sign assembly is missing for the crosswalk on the north leg.
 - The southbound pedestrian crossing sign assembly is missing for the crosswalk on the south leg.
 - Sheet C 3.2 – NW 2 Street and NW 6 Avenue
 - The westbound pedestrian crossing sign assembly is missing for the crosswalk on the west leg.
 - The eastbound pedestrian crossing sign assembly is missing for the crosswalk on the east leg.
 - Sheet C 3.3 – NW 2 Street and NW 5 Avenue
 - The northbound pedestrian crossing sign assembly is missing for the crosswalk on the north leg.
 - The southbound pedestrian crossing sign assembly is missing for the crosswalk on the south leg.
 - Sheet C 1.2 - Dania Beach Boulevard and NW 7 Avenue:
 - There are new mid-block crossing, new southbound yield line marking, new southbound Yield Here to Peds (R1-5) sign. Per the FDOT Traffic Engineering Manual, an engineering study should be performed before a marked crosswalk is installed at a location away from a traffic control signal or an approach controlled by a STOP or YIELD sign. Has a study been completed justifying the mid-block crossing?
 - Sheet C 2.2 – Roundabout at the intersection of NW 2 Street and NW 12 Avenue
 - There are no yield line pavement markings on the plan.
 - In roundabout design, the crosswalk should be minimum of 20 feet from the yield lines, which allows enough space for the queuing of a vehicle. The northbound crosswalk is required to be a minimum of 20 feet from the roundabout yield lines. Please show the distance between the northbound yield line and crosswalk.
- (2) Proposed ped sign located on the SW corner of the intersection of NW 2 Street and NW 8 Avenue is located behind a utility pole, which is not ADA accessible for pedestrians crossing from the SW corner.
- (3) Please ensure that all button activated signs are ADA accessible.

- (4) Yellow/Yellow RPMs along the solid double yellow center line markings are shown 40 feet on-center. However, the label was revised to 20 feet on-center on all sheets.

Please see additional comments in the attached file. Since the file is too big to be send in one e-mail. I separated it into two. This is Part 1, and Part 2 will be sent in another e-mail.

If BCTED may be of further assistance, please do not hesitate to contact us.

Regards,

Lei



Lei Cai, P. E., PTOE

Broward County Traffic Engineering Division

2300 W. Commercial Blvd, Fort Lauderdale, FL 33309

Tel. 954-847-2653 Fax 954-847-2700

lcai@broward.org www.broward.org

From: engineering <engineering@daniabeachfl.gov>

Sent: Wednesday, August 7, 2019 4:03 PM

To: Gross, Sharon <SGROSS@broward.org>; Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>

Cc: 'Dan Tintner' <DTintner@cpc-eng.com>; 'Freddie Vargas' <FVargas@CPC-Eng.com>

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.

BCTED # To Be Determined

External Email: Do not reply, click links, or open attachments unless you recognize the sender's email address as legitimate and know the content is safe.

Carmelo??????



Curt A. Keyser, P.E.

Consultant Engineer | City of Dania Beach

engineering@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Road | Dania Beach, FL 33004

Phone: 954-924-6800 x3615 | **Fax:** 954-923-1109

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

From: Gross, Sharon [<mailto:SGROSS@broward.org>]

Sent: Monday, July 22, 2019 5:38 PM

To: Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>

Cc: 'Dan Tintner' <DTintner@cpc-eng.com>; 'Freddie Vargas' <FVargas@CPC-Eng.com>; engineering <engineering@daniabeachfl.gov>

Subject: FW: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.

BCTED # To Be Determined

Good afternoon Carmelo:

Please let Mr. Keyser know when your review will be completed.

Thank you and have a good day.

Sharon Gross
Broward County Traffic Engineering Division
2300 West Commercial Blvd
Fort Lauderdale Florida 33309
Hours: 7 am to 3 pm, Monday to Friday
Tel: 954-847-2641
Fax: 954-847-2700
E-Mail: sgross@broward.org

From: engineering <engineering@daniabeachfl.gov>
Sent: Monday, July 22, 2019 9:38 AM
To: Gross, Sharon <SGROSS@broward.org>
Cc: 'Dan Tintner' <DTintner@cpc-eng.com>; 'Freddie Vargas' <FVargas@CPC-Eng.com>
Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

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Sharon,

How are you making out with this review? The submittal was made on May 6, and you indicated your review would be complete by May 31.

Please advise.

Thank you,



Curt A. Keyser, P.E.
Acting City Engineer | City of Dania Beach
engineering@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL 33004
Phone: 954-924-6800 x3615 | **Fax:** 954-923-1109

DANIA BEACH
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From: Gross, Sharon [<mailto:SGROSS@broward.org>]
Sent: Tuesday, May 21, 2019 1:04 PM
To: engineering <engineering@daniabeachfl.gov>
Cc: 'Dan Tintner' <DTintner@cpc-eng.com>; 'Freddie Vargas' <FVargas@CPC-Eng.com>

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

Good afternoon Mr. Keyser:

The review should be completed by May 31, 2019.

Have a good day.

Sharon Gross
Broward County Traffic Engineering Division
2300 West Commercial Blvd
Fort Lauderdale Florida 33309
Hours: 7 am to 3 pm, Monday to Friday
Tel: 954-847-2641
Fax: 954-847-2700
E-Mail: sgross@broward.org

From: engineering <engineering@daniabeachfl.gov>
Sent: Monday, May 20, 2019 5:55 PM
To: Gross, Sharon <SGROSS@broward.org>
Cc: 'Dan Tintner' <DTintner@cpc-eng.com>; 'Freddie Vargas' <FVargas@CPC-Eng.com>
Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined
Importance: High

External Email: Do not reply, click links, or open attachments unless you recognize the sender's email address as legitimate and know the content is safe.

Sharon,

The attached was submitted on May 6. Do you think you'll have a chance to review it this week?

Please advise.

Thank you,



Curt A. Keyser, P.E.
Acting City Engineer | City of Dania Beach
engineering@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL 33004
Phone: 954-924-6800 x3615 | **Fax:** 954-923-1109

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From: engineering
Sent: Monday, May 6, 2019 4:21 PM
To: 'Freddie Vargas' <FVargas@CPC-Eng.com>; Gross, Sharon <SGROSS@broward.org>

Cc: Dan Tintner <DTintner@cpc-eng.com>

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

Sharon,

Pursuant to your email of 4/26 and our conversation on Friday 5/3, please find attached the requested letter and the revised plans for your review and consideration.

As a reminder, this project has previously been reviewed and approved by your department. The modifications are largely "cosmetic" although they will greatly enhance the uniformity and operations of the project. We have not added or deleted any crosswalks or traffic control devices, or anything else, for that matter. We have simply re-oriented some crosswalks and re-configured a couple of sidewalks.

Please feel free to contact either me or Freddie Vargas, our consulting engineer with Carnahan, Proctor, and Cross, should you have any questions.

Thank you,



Curt A. Keyser, P.E.

Acting City Engineer | City of Dania Beach

engineering@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Road | Dania Beach, FL 33004

Phone: 954-924-6800 x3615 | **Fax:** 954-923-1109

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

From: Freddie Vargas [<mailto:FVargas@CPC-Eng.com>]

Sent: Friday, April 26, 2019 2:04 PM

To: Gross, Sharon <SGROSS@broward.org>

Cc: engineering <engineering@daniabeachfl.gov>

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

Thank you Sharon. I will get it from the City. I am copying the acting City Engineer to get you that letter.

Thanks again Sharon.

Freddie Vargas, P.E.

Senior Traffic / Transportation Manager



From: Gross, Sharon [<mailto:SGROSS@broward.org>]

Sent: Friday, April 26, 2019 12:23 PM

To: Freddie Vargas <FVargas@CPC-Eng.com>

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

Good afternoon Mr. Vargas:

The plan submittal must be accompanied by a letter from the City Engineer approving the plan and acknowledging that the City of Dania Beach will be responsible for reviewing and approving the traffic control devices, shown on the plan, that will not be maintained by Broward County. The letter should also acknowledge that the City shall be responsible for inspecting and accepting these traffic control devices for maintenance by the City of Dania Beach.

Have a good day.

Sharon Gross
Broward County Traffic Engineering Division
2300 West Commercial Blvd
Fort Lauderdale Florida 33309
Hours: 7 am to 3 pm, Monday to Friday
Tel: 954-847-2641
Fax: 954-847-2700
E-Mail: sgross@broward.org

From: Freddie Vargas <FVargas@CPC-Eng.com>

Sent: Monday, April 22, 2019 4:17 PM

To: Gross, Sharon <SGROSS@broward.org>

Subject: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.

External Email: Do not reply, click links, or open attachments unless you recognize the sender's email address as legitimate and know the content is safe.

Good afternoon Sharon: CPC completed a series of revisions of the plans previously approved by BCTE Division. Attached is the latest revisions for your review and or approval.
Should you have any questions please contact me at your convenience.

Thanks

Freddie Vargas, P.E.

Senior Traffic / Transportation Manager



814 S. Military Trail
Deerfield Beach, FL 33442

Offices | Deerfield Beach | Orlando
C: 954-655-7740 | O: 954.972.3959 x 131
FVargas@CPC-Eng.com | cpc-eng.com

Please consider the environment before printing this e-mail or attachments

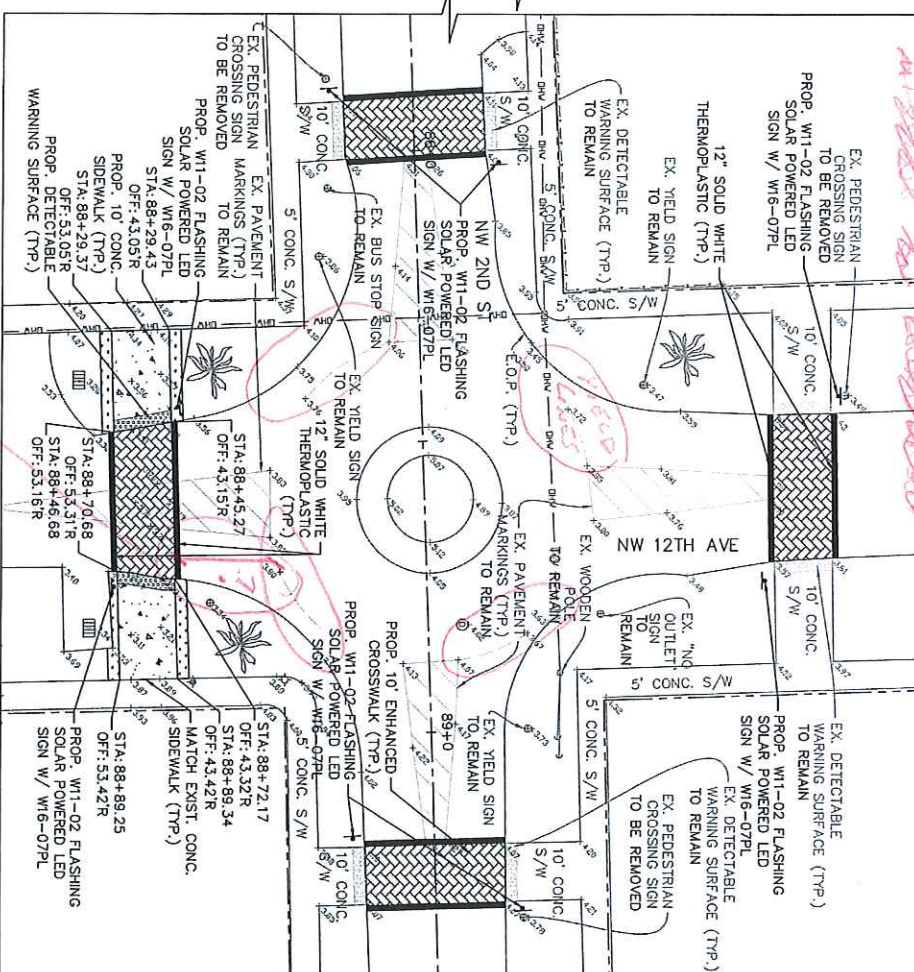
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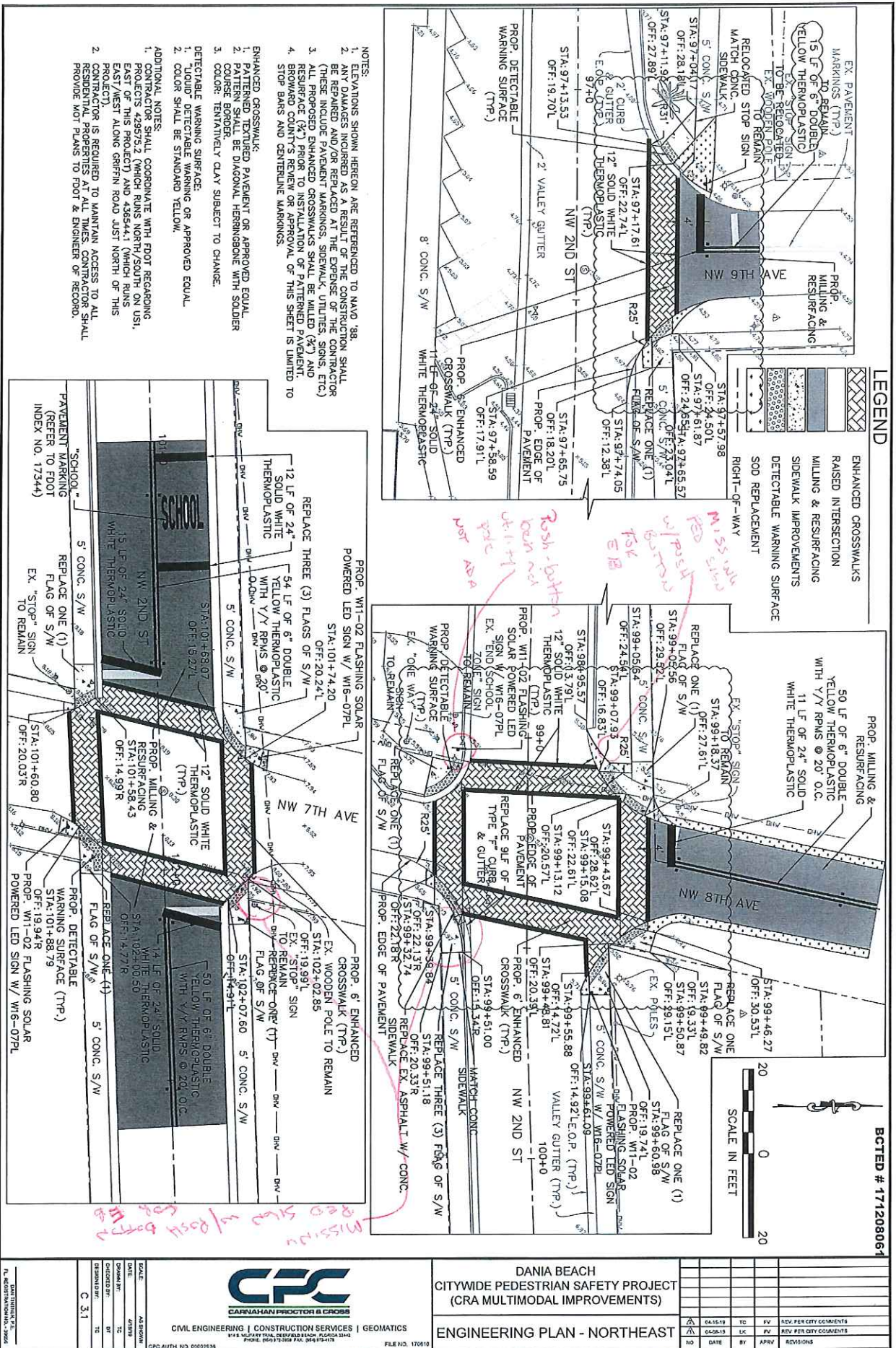


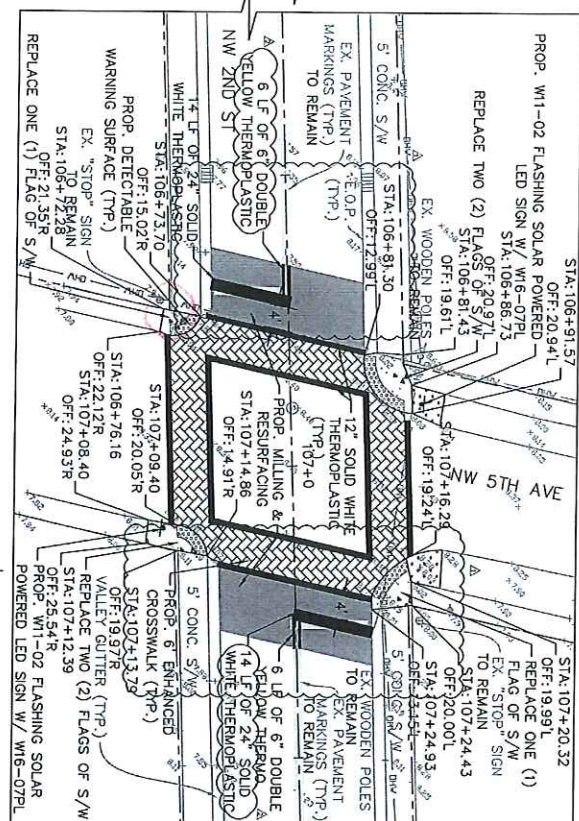
1. CONTRACTOR SHALL COORDINATE WITH FDOT REGARDING PROJECTS 429593.2 (WHICH RUNS NORTH/SOUTH ON U.S. EAST OF THIS PROJECT) AND 436444.1 (WHICH RUNS EAST/WEST ALONG GRIFFIN ROAD JUST NORTH OF THIS PROJECT).
2. PROPERTY IS REQUIRED TO MAINTAIN ACCESS TO ALL RESIDENTIAL PROPERTIES AT ALL TIMES. CONTRACTOR SHALL PROVIDE MOT PLANS TO FOOT & ENGINEER OF RECORD.
3. ENHANCED CROSSWALK:
1. PATTERED TEXTURED PAVEMENT OR APPROVED EQUAL PATTERN SHALL BE DIAGONAL HERRINGBONE WITH SOLIDER BORDER.
2. COLOR: TENTATIVELY CLAY SUBJECT TO CHANGE.
3. DETECTABLE WARNING SURFACE:
1. "L" DETECTABLE WARNING OR APPROVED EQUAL.
2. COLOR SHALL BE STANDARD YELLOW.
4. ADDITIONAL NOTES:

Yes and Charles

MIN. DISTANCE SHOULD BE
20 feet

DANA INTERLOCK, P.L.A. 1100 N. WILSON AVENUE, SUITE 2000 MIAMI, FL 33136	DATE: _____ DRAWN BY: _____ CHECKED BY: _____ DESIGNED BY: _____	C22	 CARNAHAN PROCTOR & CROSBY CIVIL ENGINEERING CONSTRUCTION SERVICES GEOMATICS 814 S. WILLOW PALM DRIVE, DEERFIELD BEACH, FLORIDA 33442 PHONE: (561) 223-0188 FAX: (561) 223-4113	FILE NO. 170810	DANIA BEACH CITYWIDE PEDESTRIAN SAFETY PROJECT (CRA MULTIMODAL IMPROVEMENTS)							
					ENGINEERING PLAN - NORTHWEST							
						04-19-19	TC	JV	REV. PER CITY COMMENTS			
						04-08-19	LX	JV	REV. PER CITY COMMENTS			
					NO	DATE	BY	APPR	REVISIONS			



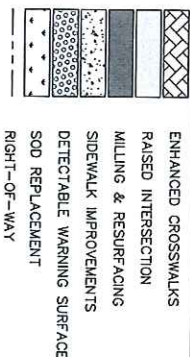


BCTED # 17120806

1. ENHANCED GROSSWALK:
2. ENHANCED TEXTURED PAVEMENT OR APPROVED EQUAL.
3. PATTERN SHALL BE DIAGONAL HERRINGBONE WITH SOLDIER COLOR BORDER.
4. COLOR: NEUTRALLY CLAY SUBJECT TO CHANGE.
5. DETECTABLE WARNING SURFACE:
 1. "LUDD" DETECTABLE WARNING OR APPROVED EQUAL.
 2. COLOR SHALL BE STANDARD YELLOW.
6. ADDITIONAL NOTES:
 1. CONTRACTOR SHALL COORDINATE WITH FDOT REGARDING PROJECTS 22957512 (WHICH RUNS NORTH/SOUTH ON US1, EAST OF THIS PROJECT) AND 4368441 (WHICH RUNS EAST/WEST ALONG GREFFIN ROAD JUST NORTH OF THIS PROJECT).
 2. CONTRACTOR IS REQUIRED TO MAINTAIN ACCESS TO ALL RESIDENTIAL PROPERTIES AT ALL TIMES. CONTRACTOR SHALL PROVIDE MOT PLANS TO FDOT & ENGINEER OF RECORD.

-
- STA. 109+38.18 + 1
 OFF: 14.92 R
 5 CONC. S/W 4' 0" 4' 0"
 EX. "STOP" SIGN
 TO REMAIN 1/2
 VALLEY GUTTER (TYP.) 5' 0"

- NOTES:
1. ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD '89.
 2. ANY DAMAGES INCURRED AS A RESULT OF THE CONSTRUCTION SHALL BE REPAIRED AND/OR REPLACED AT THE EXPENSE OF THE CONTRACTOR (THESE INCLUDE PAVEMENT MARKINGS, SIDEWALK, UTILITIES, SIGNS, ETC., ETC.).
 3. UNDESIRABLE UNPAVED AREAS SHALL BE MILLED (3%) AND REPAVEMENT (7%) AT THE CONTRACTOR'S EXPENSE.
 4. BROWARD COUNTY'S REVIEW OR APPROVAL OF THIS SHEET IS LIMITED TO STOP BARS AND CENTRELINE MARKINGS.



LEGEND

20 0 20
SCALE IN FEET



CIVIL ENGINEERING | CONSTRUCTION SERVICES | GEOMATICS
814 S. MILITARY TRAIL, DEERFIELD BEACH, FLORIDA 33442
PHONE: (561) 872-3939 FAX: (561) 872-4178

FILE NO. 170610

DANIA BEACH
CITYWIDE PEDESTRIAN SAFETY PROJECT
(CRA MULTIMODAL IMPROVEMENTS)

ENGINEERING PLAN - NORTHEAST

[illegible]

GENERAL NOTES.

- 1) UNLESS OTHERWISE NOTED IN THE TECHNICAL SPECIFICATIONS, INSTALLATION, ACCEPTANCE, AND PAYMENT FOR ALL ITEMS REQUIRED IN THESE PLANS SHALL BE IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING: MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2009, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (STANDARD SPECIFICATIONS), FLORIDA GREENBOOK 2013, FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS (STANDARD INDEXES) 2009, FLORIDA TRAFFIC STANDARDS, BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS AND SPECIFICATIONS, BROWARD COUNTY TRAFFIC ENGINEERING REQUIREMENTS THAT MEET OR EXCEED THOSE FOUND IN THE ABOVE REFERENCED DOCUMENTS.
- 2) EXISTING DAMAGED STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
- 3) SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES EXTEND INTO STABILIZED EROSION CONTROL OPERATIONS AT THESE LOCATIONS.
- 4) THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE LOCATIONS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
- 5) EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.
- 6) ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE CITY OF DANIA BEACH, WITHOUT DELAY, BY TELEPHONE.
- 7) EXISTING DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO REMAIN AT THE SAME LOCATION AND WIDTH, UNLESS OTHERWISE SHOWN IN THE PLANS.
- 8) EXISTING LIGHTING SYSTEM WITHIN THE PROJECT LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED IN THE LIGHTING PLANS.
- 9) ALL UTILITY MANHOLES, VALVE COVERS, HAND HOLES, TRAFFIC CONTROL BOXES, ETC. ARE TO BE ADJUSTED BY THE CONTRACTOR TO MATCH THE PROPOSED GRADE, COST OF SAND ADJUSTMENTS SHALL BE INCIDENTAL TO THE COST OF THE CONTRACT.
- 10) UPON RECEIPT OF NOTICE OF AWARD, THE CONTRACTOR SHALL CONDUCT AN ON-SITE CONSTRUCTION MEETING TO INCLUDE THE CITY OF DANIA BEACH, ENGINEER, INSURANCE AGENT, THE ENGINEER, AND THE ENGINEERING DEPARTMENT. NO CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN SECURED AND THE CONTRACTOR HAS BEEN ISSUED A NOTICE TO PROCEED.
- 11) THE CONTRACTOR SHALL OBTAIN A "SUNSHINE" CERTIFICATION NUMBER AT LEAST 2 BUSINESS DAYS PRIOR TO BEGINNING ANY EXCAVATION.
- 12) PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION AND MATERIAL OF ALL EXISTING UTILITIES. COST IS INCIDENTAL TO COST OF THE CONTRACT.
- 13) THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING UTILITIES FOR WHICH THE CONTRACTOR FAILS TO REQUEST LOCATIONS PRIOR TO THE UTILITIES BEING DAMAGED. THE CONTRACTOR SHALL BE RESPONSIBLE AS WELL FOR DAMAGE TO ANY EXISTING UTILITIES WHICH ARE PROPERLY LOCATED. THE CONTRACTOR SHALL REPAIR ANY DAMAGED UTILITY AT NO ADDITIONAL COST TO THE OWNER.
- 14) IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN IN THE PLANS, THE CONTRACTOR SHOULD IMMEDIATELY NOTIFY THE ENGINEER, WHO WILL IN TURN NOTIFY THE CITY OF DANIA BEACH.
- 15) ALL EXISTING PIPES SHALL BE DESTROYED. THE CONTRACTOR SHALL KEEP ALL DRAINAGE PIPES AND STRUCTURES IN WORKING CONDITION THROUGHOUT CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR CLEANING OF ALL EXISTING DRAINAGE SYSTEMS AFFECTED BY THE CONSTRUCTION WITHIN THE RIGHT OF WAY UPON COMPLETION OF THE PROJECT.
- 16) ALL WORK FOR THIS PROJECT WILL BE COMPLETED WITHIN AND FROM THE EXISTING RIGHT OF WAY.
- 17) BUS STOP RELATED MODIFICATIONS/NOTIFICATIONS SHALL BE COORDINATED WITH BROWARD COUNTY TRANSIT DIVISION (MS. ARETHA

DOUGLAS AT 954.357.8375, ACCOUGHLAS@BROWARD.ORG)

- 18) ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RIGHT-OF-WAY, THE OCCUPANCY SAFETY AND HEALTH ADMINISTRATION (OSHA) AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL BE STRICTLY OBSERVED.

TEMPORARY FACILITIES

TEMPORARY UTILITIES

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR THE PROVISION OF TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY TO HIS EMPLOYEES AND SUBCONTRACTORS FOR THEIR USE DURING CONSTRUCTION.
2. OBTAIN CONSTRUCTION METER FOR ALL WATER USED ON JOB. ALL WATER USED FOR CLEANING, TESTING, ETC. WILL BE PAID FOR BY THE CONTRACTOR. IF WATER CAN NOT BE METERED THEN IT WILL BE CALCULATED.

TEMPORARY TRAFFIC CONTROL PLANS (TTCP)

1. THE CONTRACTOR WILL BE REQUIRED TO SUBMIT TTCP FOR ALL PHASES OF THE PROJECT. FOOT STANDARD INDEX 801 TO 608 CAN BE USED AND MODIFIED ACCORDING TO THE PROJECT NEEDS IN ACCORDANCE TO THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). THE CITY OF DANIA LAP ENGINEER OR HIS/HER DESIGNEE MUST APPROVE THE TTCP BEFORE CONSTRUCTION BEGINS.
2. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL ALSO BE IN ACCORDANCE WITH THE MUTCD AND BOTT.
3. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
4. NO TRENCHES OR HOLES NEAR WALKWAYS OR IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION OF THE CITY OF DANIA BEACH.

INSPECTIONS

THE CONTRACTOR SHALL NOTIFY THE CITY OF DANIA BEACH ENGINEERING DIVISION AND THE ENGINEER OF RECORD AT LEAST 24 HOURS TO THE INSPECTION OF THE FOLLOWING ITEMS:

1. SUBGRADE, SUBMIT AND HAVE APPROVED DENSITIES PRIOR TO SUBMITTING SHOP DRAWINGS.
2. ULMEROCK BASE, SUBMIT AND HAVE APPROVED DENSITIES AND AS-BUILTS PRIOR TO THE PLACEMENT OF ASPHALT.
3. ASPHALTIC CONCRETE.
4. FINAL.

SHOP DRAWINGS

- A. PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT, A MATERIAL LIST SHALL BE SUBMITTED TO AND REVIEWED BY THE ENGINEER OF RECORD AND THE CITY OF DANIA BEACH FOR DRAINAGE STRUCTURES, PIPES AND APPURTENANCES.
- B. ANY PRODUCT THAT IS NOT ON THIS LIST MUST BE APPROVED IN WRITING BY THE ENGINEER OF RECORD AND THE CITY OF DANIA BEACH. THE ENGINEER OF RECORD SHALL REQUIRE THE SUBMISSION OF A SHOP DRAWING (SIX COPIES) FOR ALL NON-STANDARD ITEMS.
- C. INDIVIDUAL SHOP DRAWINGS FOR ALL PRECAST STRUCTURES ARE REQUIRED. CATALOGUE LITERATURE WILL NOT BE ACCEPTED FOR PRECAST STRUCTURES.

EARTHWORK AND COMPACTION

- A. GENERAL.
1. ULMEROCK BASE.
2. ALL SUBGRADE UNDER PAVED AREAS SHALL HAVE A MINIMUM LBR VALUE OF 40 AND SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM T-180.
3. ALL FILL MATERIAL IN AREAS NOT TO BE PAVED SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM T-180.
4. A 2" BLANKET OF TOP SOIL SHALL BE PLACED OVER ALL AREAS TO BE SOODED.
5. SOO SHALL BE ST. AUGUSTINE, BITTER BLUE OR FLORATYMA AND SHALL BE PLACED ON THE COMPACTED TOP SOIL. WATERED TO INSURE SATISFACTORY CONDITION UPON FINAL ACCEPTANCE OF THE

PROJECT.

6. WHEN WORKING IN AND AROUND EXISTING DRAINAGE CANALS OR LAKES, APPROPRIATE SILT BARRIERS SHALL BE INSTALLED.

B. ON-SITE

1. ALL ORGANIC AND OTHER UNSUITABLE MATERIAL WITHIN THREE FEET OF THE SUBGRADE SHALL BE REMOVED.
2. SUBGRADE SHALL BE MINIMUM LBR 40 MATERIAL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM T-180 FOR THREE (3) FEET BEYOND THE PERIMETER OF THE PAVING.

PAVING

A. GENERAL

1. ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO THE CONSTRUCTION OF ULMEROCK BASE AND PRIOR TO PLACEMENT OF THE PAVEMENT.
2. ALL EXISTING PAVEMENT CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED TO THE CONTRACTOR'S EXPENSE.
3. WHERE PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT.
4. ALL STREET LIGHTS AND ROAD LIGHTS SHALL BE 25 FEET UNLESS OTHERWISE NOTED ON THE PLANS.
5. UPON COMPLETION OF DRAINAGE IMPROVEMENTS AND ULMEROCK BASE CONSTRUCTION (AND BEFORE PLACING ASPHALT PAVEMENT) THE CONTRACTOR SHALL FURNISH THE ENGINEER OF RECORD AND THE CITY OF DANIA BEACH "AS-BUILT" PLANS FOR THESE IMPROVEMENTS, SHOWING THE LOCATIONS AND THE PERTINENT GRADES OF ALL DRAINAGE INSTALLATIONS AND THE FINISHED ROCK GRADES OF THE ROAD CROWN AND EDGE OF PAVEMENT AT 50 FEET INTERVALS. THESE "AS-BUILTS" SHALL BE APPROVED BY THE CITY PRIOR TO THE PLACEMENT OF ASPHALT.

B. MATERIALS

1. BASE COURSE SHALL BE CRUSHED ULMEROCK MIAMI GULF WITH A MINIMUM OF 70% CARBOHYDATES OF CALCIUM AND MONOSILICA (GOC) FOR LOCAL STREETS AND PARKING AREAS) AND A MINIMUM ULMEROCK BEARING RATIO 100.
 2. PRIME COAT AND TACK COAT SHALL MEET F.D.O.T. STANDARDS.
 3. SURFACE COURSE SHALL BE EQUAL TO F.D.O.T. TYPE 5-III (TYPE SP-9.5) ASPHALT.
 4. REINFORCED CONCRETE SLABS SHALL BE CONSTRUCTED OF CLASS I CONCRETE WITH A MINIMUM STRENGTH OF 3,000 PSI AND SHALL BE REINFORCED WITH A 6"x6" NO. 6 GAUGE WIRE MESH.
- C. INSTALLATION
 1. ULMEROCK BASE MATERIAL SHALL BE 8 INCHES THICK AND SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM T-180.
 2. ULMEROCK BASE MATERIAL SHALL BE PLACED IN MAXIMUM 6" LIFTS. BASES THICKER THAN 6" SHALL BE PLACED IN TWO OR MORE EQUAL LIFTS.
 3. ASPHALTIC CONCRETE SHALL BE A MINIMUM OF 3/4" THICK AND SHALL BE PLACED IN ONE LIFT, UNLESS OTHERWISE STATED ON THE PLANS.
 4. PRIME COAT SHALL BE PLACED ON ALL ULMEROCK BASES IN ACCORDANCE WITH F.D.O.T. STANDARDS.
 5. TACK COAT SHALL BE PLACED AS REQUIRED IN ACCORDANCE WITH F.D.O.T. STANDARDS.
- D. TESTING
 1. ALL SUBGRADE, ULMEROCK AND ASPHALT TESTS REQUIRED SHALL BE DONE IN THE DIRECTION OF THE ENGINEER AND/OR THE CITY OF DANIA BEACH.
 2. THE FINISHED SURFACE OF THE BASE COURSE AND THAT OF THE WEARING SURFACE SHALL NOT VARY MORE THAN 1/4" FROM THE TEMPLATE. ANY IRREGULARITIES EXCEEDING THIS LIMIT SHALL BE CORRECTED.
 3. DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY, CERTIFIED BY THE STATE OF FLORIDA, AND TAKEN AS DIRECTED BY THE ENGINEER AND THE CITY OF DANIA BEACH.
 4. ALL TESTING COSTS (PAVING) SHALL BE PAID FOR BY THE OWNER EXCEPT THOSE TESTS FAILING TO MEET THE SPECIFIED REQUIREMENTS, WHICH ARE TO BE PAID BY THE CONTRACTOR.

BCTED # 171208061

DANIA BEACH
CITYWIDE PEDESTRIAN SAFETY PROJECT
(CRA MULTIMODAL IMPROVEMENTS)

GENERAL NOTES, SPECIFICATIONS
& TTCP REQUIREMENTS



CIVIL ENGINEERING | CONSTRUCTION SERVICES | GEOMATICS
414 W. UNIVERSITY AVENUE, SUITE 100, DANIA BEACH, FL 33428
CPC AUTH NO. 000230318

FILE NO. 171016

DATE: 11/11/2016
DRAWN BY: JVS
CHECKED BY: JVS
DESIGNED BY: JVS
C 4.1

BCTED # 1771208061

MEETING ALL ADA REQUIREMENTS

1. CROSSWALK SHALL CEASE TO OPERATE DURING THE STUDENT ARRIVAL AND DISMISSAL TIMES. ALL CONSTRUCTION EQUIPMENT ACTIVITY ADJACENT TO A DESIGNATED WALK ROUTE SHALL CEASE OPERATION UNLESS SATISFACTORILY BARRICADED FROM THE WALK ROUTE.
2. IN THE CASE THAT A DESIGNATED CROSSING OR ANY PORTION OF THE DESIGNATED WALK ROUTE CANNOT BE MAINTAINED AT THE BARRICADED STATE, THE CONTRACTOR SHALL ADVISE THE BUREAU OF HIGHWAY AND COUNTY TRAFFIC ENGINEERING DIVISION (954) 947-3260 OF THE LOST WORKING DAYS PRIOR TO CLOSING THAT ROUTE IN ORDER TO ESTABLISH AN ALTERNATE CROSSING/ROUTE.
3. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL ANY NECESSARY PAVEMENT ROAD MARKING, PAVEMENT MARKINGS AND SIGNAGE AND/OR ANY PEDESTRIAN SIGNALIZATION AND/OR SIGNAL MODIFICATION TO ACCOMMODATE AN EXISTING OR ALTERNATE WALK ROUTE THROUGHOUT THE ENTIRE LENGTH OF THE PROJECT.
4. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE SATISFACTORY CERTIFIED SCHOOL CROSSING GUARDS OR OFF DUTY POLICE OFFICERS TO CROSS STUDENTS AT ALL LOCATIONS OTHER THAN THOSE

TO CROSS STUDENTS AT ALL

6. THIRTY (30) DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE SPECIAL PROJECTS COORDINATOR AT BROWARD COUNTY TRAFFIC ENGINEERING DIVISION, (954) 847-2600 OR AT BROWARDTRAFFIC@BCCFL.GOV TO DISCUSS ALL NECESSARY SAFETY MEASURES.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE FOLLOWING BROWARD COUNTY SCHOOL BOARD Pupil TRANSPORTATION DEPARTMENT PERSONNEL IF CONSTRUCTION WILL IMPACT ANY BUS ROUTES:
- H. MASTERS
321-4440 EXT. #2309
- ROUTING
RUTH.MASTERS@BROWARDSCHOOL.S.COM

- STUDENT TRANSPORTATION & FLEET SERVICE
JMCENT@HARBELL.BROWARD.SCHOOLS.COM
(321) 447-2
Y TOCHTERMANN
STUDENT TRANSPORTATION & FLEET SERVICE
MARTY.TOCHTERMANN@BROWARD.SCHOOLS.COM
(321) 440-EXT. #2006

COMPLIANCE WITH ALL THE REQU

9. THE CONTRACTOR SHALL ENSURE THAT THERE ARE NO SPEED LIMIT SIGNS INSTALLED WITHIN THE DESIGNATED REDUCED SPEED SCHOOL ZONE AT ANY TIME THROUGHOUT THE PROJECT.

- CONTRACTOR SHALL COORDINATE SELECTION AND REVIEW OF ANY PROPOSED STAGING AREAS ASSOCIATED WITH THIS PROJECT WITH THE CITY OF ALABAMA BEACH STAFF AT 954-924-6808. NO STAGING WILL TAKE PLACE WITHIN PARKS, SCHOOLS, OR WETLAND/NATURAL AREAS INCLUDING THE BANKS OF THE LYNNWOOD (C-10) CANAL.

872.05, F.S. APH
TO CHAPTER 7

21 OF THE SECTION 106 PROGRAMMATIC AGREEMENT, WHICH REQUIRE THAT ALL WORK CEASE IMMEDIATELY IN THE AREA OF THE HUMAN REMAINS. CHAPTER 872.05 STATES THAT, WHEN HUMAN REMAINS ARE ENCOUNTERED, ALL ACTIVITY THAT MIGHT DISTURB THE REMAINS SHALL CEASE AND MAY NOT RESUME UNTIL AUTHORIZED BY THE DISTRICT MEDICAL EXAMINER OR THE STATE

BCTED # 1771208061

MEETING ALL ADA REQUIREMENTS

3. IN THE CASE THAT A DESIGNATED CROSSING OR ANY PORTION OF THE DESIGNATED WALK ROUTE CANNOT BE MAINTAINED, THE CONTRACTOR SHALL NOTIFY THE SPECIAL PROJECTS COORDINATOR AT BROWARD COUNTY TRAFFIC ENGINEERING DIVISION, (954) 547-2600, A MINIMUM OF TEN (10) WORKING DAYS PRIOR TO THE CLOSURE OF THE ROUTE. THE ROUTE SHALL BE MAINTAINED TO THE MAXIMUM EXTENT POSSIBLE AND SHALL BE ADJACENT TO A DESIGNATED WALK ROUTE. THE CONTRACTOR SHALL CEASE OPERATIONS UNLESS SATISFACTORILY BARRICADED FROM THE WALK ROUTE.

4. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL ANY NECESSARY PAVEMENT, ROAD CURE, PAVEMENT MARKINGS AND SIGNAGE AND/OR ANY PEDESTRIAN SIGNALIZATION AND/OR SIGNAL MODIFICATION TO ACCOMMODATE AN EXISTING OR ALTERNATE WALK ROUTE THROUGHOUT THE ENTIRE LENGTH OF THE PROJECT.

6. **THIRTY (30) DAYS** PRIOR TO THE BEGINNING OF CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE SPECIAL PROJECTS COORDINATOR OF THE BROWARD COUNTY TRAFFIC ENGINEERING DIVISION, (954) 847-2600 OR AT BROWARDTRAFFIC@BCCO.ORG TO DISCUSS ALL NECESSARY SAFETY MEASURES.

7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE FOLLOWING BROWARD COUNTY SCHOOL BOARD PUPIL TRANSPORTATION PERSONNEL IF CONSTRUCTION WILL IMPACT ANY BUS ROUTES.	H. MASTERS 321-4400 EXT. #2309 ROUTING BULHMASTERS@BROWARDSCHOOL.SCOM
	STUDENT TRANSPORTATION & FLEET SERVICE YINCEIT.HARBELL@BROWARDSCHOOL.SCOM

IN COORDINATION WITH THE AFOREMENTIONED PERSONNEL, AND IF DEEMED NECESSARY, A PRE-CONSTRUCTION MEETING WILL BE HELD TO DETERMINE ALL NECESSARY ROUTES AND TO MAKE ANY NECESSARY ARRANGEMENTS FOR ROUTING ALL SPECIAL PROJECTS COORDINATED FROM THE BROWARD COUNTY TRAFFIC PLANNING DIVISION. (954) 847-2600. WILL BE NOTED AND MAY ATTENDING.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AN APPROVED MAINTENANCE OF TRAFFIC PLAN (MOT) SPECIFYING THE ABOVE SCHOOL/PEDESTRIAN CONDITIONS, THROUGH THE BROWARD COUNTY TRAFFIC ENGINEERING DIVISION OR THE LOCAL MUNICIPALITY DEPENDING ON THE ROADWAY JURISDICTION. THE CONDITIONS OUTLINED IN THE MOT ARE FULLY EFFECTIVE AS PART OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR

COMPLIANCE WITH ALL THE REQU

SINING AREA

CONTRACTOR SHALL COORDINATE SELECTION AND REVIEW OF ANY PROPOSED STAGING AREAS ASSOCIATED WITH THIS PROJECT WITH THE CITY OF TAMPA. NO STAGING WILL TAKE PLACE WITHIN 100 FEET OF A BEACH, STAFF AT 954-924-8608. ON STAGING INCLUDING THE BANKS OF THE LYNWOOD (C-10) CANAL.

DANIA BEACH
CITYWIDE PEDESTRIAN SAFETY PROJECT
(CRA MULTIMODAL IMPROVEMENTS)
GENERAL NOTES, SPECIFICATIONS
& TTCP REQUIREMENTS



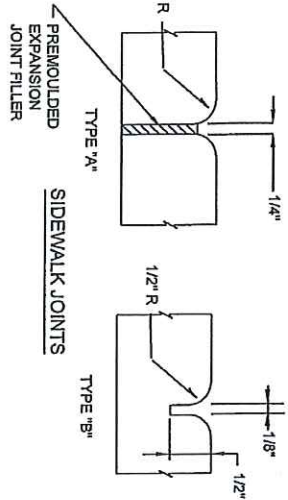
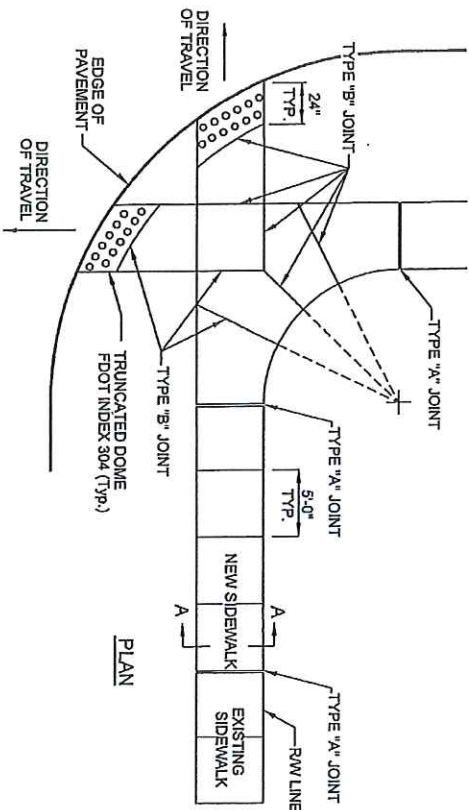
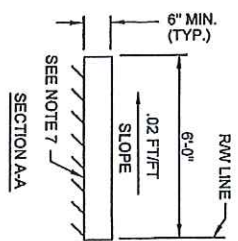


TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
"A"	P.C. P.T. OF CURVES & WHERE SIDEWALK ABUTS CONCRETE DRIVEWAY.
"B"	5'-0" CENTER TO CENTER ON SIDEWALKS.

- NOTES:
1. CONCRETE TO BE CLASS 1, 3000 P.S.I.
 2. THE USE OF REINFORCEMENT IS NOT PERMITTED.
 3. SIDEWALK SLOPES SHALL MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT.
 4. RAMPS SHALL BE PROVIDED AT ALL INTERSECTIONS IN ACCORDANCE WITH FDOT INDEX 304.
 5. THE VERTICAL DEVIATION FOR A NEW SIDEWALK SHALL NOT BE MORE THAN 1/2".
 6. THE VERTICAL DEVIATION FOR A NEW MAINTENANCE ACCESS STRUCTURE COVER SHALL NOT BE MORE THAN 1/4".
 7. SUBGRADE MATERIAL SHALL BE COMPACTED TO 100% OF MAXIMUM DENSITY, PER AASHTO T-99.
 8. STAMPED CONCRETE IS NOT ALLOWED IN USE OF TRUNCATED DOMES.
 9. SEE HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION APPROVED PRODUCT LIST FOR ACCEPTABLE MATERIALS FOR TRUNCATED DOMES.

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION	
SIDEWALK TYPICAL DETAILS	
Approved by: DJH	14
Revised: 6/01/05 WRH	DWG. NO.

SIDEWALK TYPICAL DETAILS

NTS

DANIA BEACH
CITYWIDE PEDESTRIAN SAFETY PROJECT
(CRA MULTIMODAL IMPROVEMENTS)

ENGINEERING DETAILS



CIVIL ENGINEERING | CONSTRUCTION SERVICES | GEOMATICS
3115 S. UNIVERSITY AVENUE, SUITE 200, DANIA BEACH, FL 33427
PHONE: (954) 350-3300 FAX: (954) 350-4115

CPC AUTH NO. 00002058

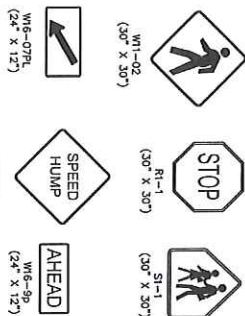
FILE NO. 1710513

NO.	DATE	BY	APPV	REVISIONS

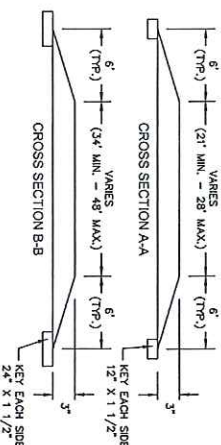
SCALE:	AS SHOWN
DATE:	4/15/19
DRAWN BY:	TC
CHECKED BY:	DT
DESIGNED BY:	TC

C 4.2

NTS

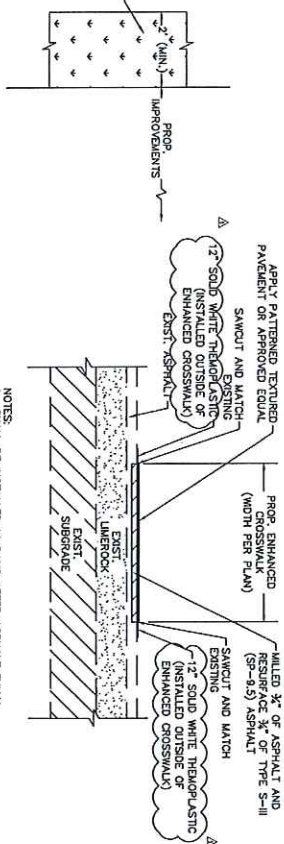


NTS



1. ALL RAISED INTERSECTIONS SHALL BE INSTALLED IN TWO (2) LIFTS OF 1½" TYPE S-III (SP-9.5) ASPHALT.
2. LIFT NO. 1 SHALL BE APPLIED PRIOR TO LAYING THE ASPHALT.
3. AN APPROVED MAINTENANCE OF TRAFFIC PLAN SHALL BE ESTABLISHED FOR EACH RAISED INTERSECTION INSTALLATION.
4. INSTALLATION SHALL BE IN COMPLIANCE WITH THE EIGHT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).

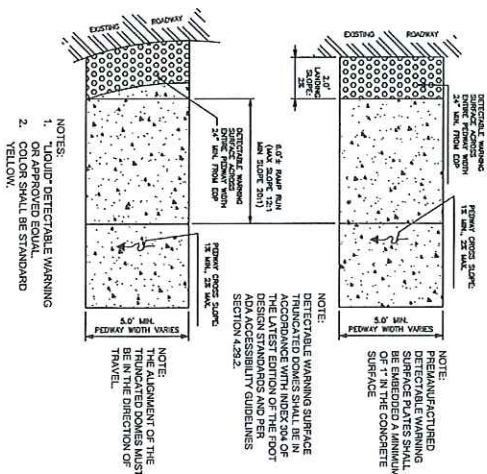
NTS



- NOTES:
1. SHALL BE INSTALLED 14 DAYS AFTER ASPHALT FULLY CURES.
 2. PATTERN SHALL BE DIAGONAL HERRINGBONE WITH SOLIDER COURSE BORDER.
 3. COLOR: TENTATIVELY CLAY SUBJECT TO CHANGE.

HANDICAP RAMP DETECTABLE

NTS



- NOTES:
1. "LIQUID" DETECTABLE WARNING OR APPROVED EQUAL.
 2. COLOR SHALL BE STANDARD YELLOW.

CROSSWALK ENHANCEMENT DETAIL

NTS

ENGINEERING DETAILS



SCALE:	AS SHOWN
DATE:	07/21/0
DRAWN BY:	TC
CHECKED BY:	DT
DESIGNED BY:	TC

C 4.4

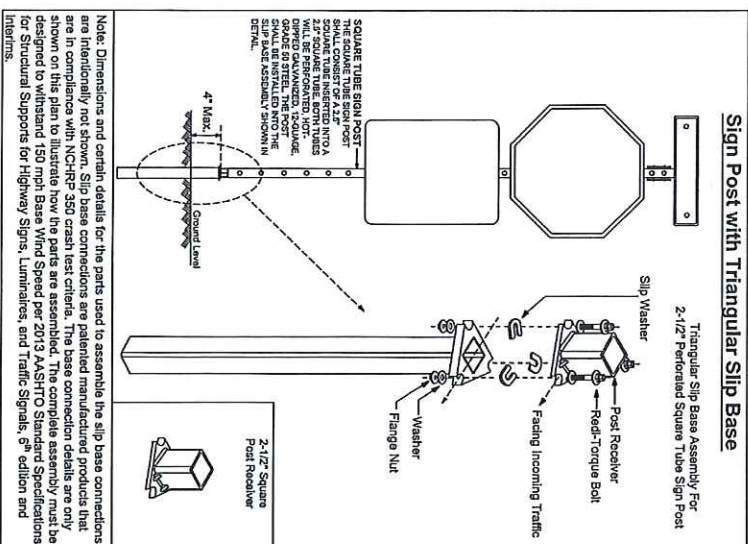
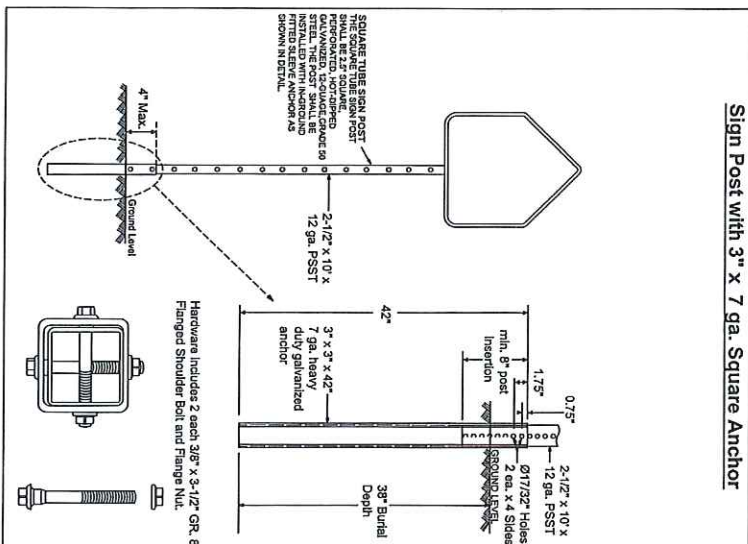
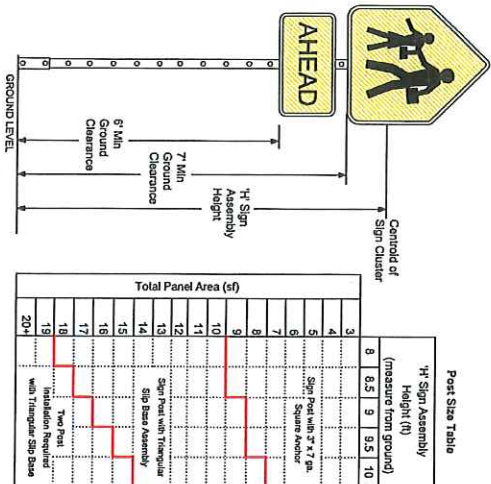
DATA JITTER, P.E.
FL REGISTRATION NO. - 30026



DETAIL

NTS

Sign Post with Triangular Slip Base



Note: Dimensions and certain details for the parts used to assemble the slip base connectors are intentionally not shown. Slip base connectors are patented manufactured products that are in compliance with NCHRP 350 crash test criteria. The base connection details are only shown on this plan to illustrate how the parts are assembled. The complete assembly must be designed to withstand 150 mph Base Wind Speed per 2013 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 6th edition and Interim.

REVISIONS	
DATE	DESCRIPTION
01-05-2016	N/A
03-21-2017	UPDATED POST SIZE



BROWARD
COUNTY
FLORIDA

PUBLIC WORKS DEPARTMENT TRAFFIC ENGINEERING DIVISION	
DESIGN BY: VYES D'AMOU, P.E.	SCALE: NTS
DRAWN BY: STEPHEN RAMOULT	
CHECKED BY: ANDREW SEBO, P.E., PTOE	

GROUND SIGN ASSEMBLY DETAILS		SHEET NO.
		1 OF 1

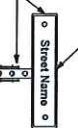
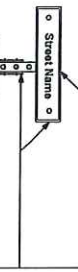
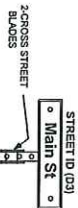
BCTED # 171208061

FOR SIGN ASSEMBLIES WITH MAXIMUM 8.75
SQUARE FOOT PANEL AREA

FOR SIGN ASSEMBLIES WITH GREATER THAN 8.75
SQUARE FOOT PANEL AREA WITH SUPPLEMENTAL SIGN

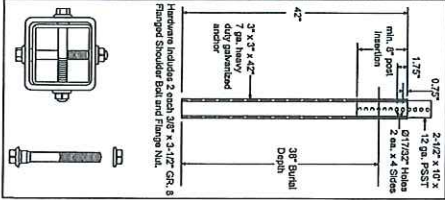
Typical Details

Typical Details



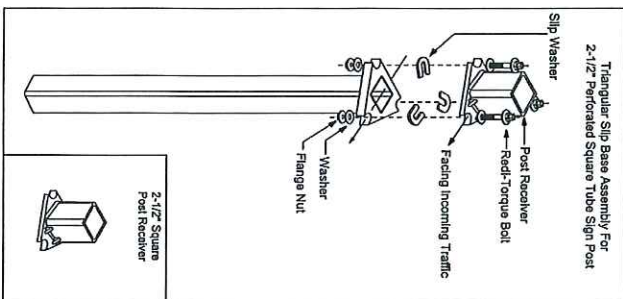
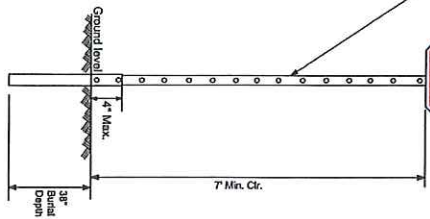
SQUARE TUBE SIGN POST
The Square Tube Sign Post shall be 2 1/2\"/>

DETAIL "A"



STREET ID MATERIALS:
GREEN DIAMOND PLATES
SILVER DIAMOND PLATES
TYPE X SHEETING
LETTERING OF STREET NAME SIGNS SHALL BE GREEN DIAMOND PLATES OR SILVER DIAMOND PLATES WITH WHITE UPPERCASE LETTERS
GREEN BACKGROUND
GREEN TRANSLUCENT INK SILK-SCREENED CLEAR COAT BE ON ENVELOPE (EO) FILM 117 RED ON EQUIVALENT
SIZE
SEE AUTO TABLE TO 2 (PG 103)
FOR MINIMUM LETTER HEIGHTS
LENGTH MAXIMUM LETTER NAME
#16 THREADED STEEL ZINC BOLTS, GRADE 5, 5/16\"/>

NOTE: ALL TYPE X SHEETING UTILIZED MUST BE ON THE FRONT FACE(S).



DETAIL "B"

SQUARE TUBE SIGN POST
The Square Tube Sign Post shall consist of a 2 1/2\"/>

Notes:
1. Dimensions and certain details for the parts used to assemble the slip base connections are intentionally not shown. Slip base connections are patented manufactured products that are in compliance with NCHRP 350 crash test criteria. The base connection details are only shown on this plan to illustrate how the parts are assembled. The complete assembly must be designed to withstand 150 mph Base Wind Speed per 2013 ASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 6th edition and interims.
2. For standard ground sign installation, see detail entitled "Ground Sign Assembly Details".

REVISIONS	
DATE	DESCRIPTION
06-07-2016	N/A
02-21-2017	UPDATED POST SIZE

BROWARD COUNTY
FLORIDA

PUBLIC WORKS DEPARTMENT
TRAFFIC ENGINEERING DIVISION
DESIGN BY: CARMELLO CARATTOZZO, P.E.
DRAWN BY: STEPHEN RAMOUTAR
CHECKED BY: ANDREW SEBO, P.E., PTOE

STOP SIGN AND STREET IDENTIFICATION ASSEMBLY
TYPICAL DETAILS
SHEET NO. 1 OF 1

DATE: 11/15/16
FILE NO: 171016



CIVIL ENGINEERING | CONSTRUCTION SERVICES | GEOMATICS
P.O. BOX 10000, SUITE 100, MIAMI, FL 33101
PH: 305.556.1100 FAX: 305.556.1111

DANIA BEACH
CITYWIDE PEDESTRIAN SAFETY PROJECT
(CRA MULTIMODAL IMPROVEMENTS)

ENGINEERING DETAILS

NO.	DATE	BY	APPR.	REVISIONS

BCTED Comments for Revision

Nestor Santana

From: Freddie Vargas <FVargas@CPC-Eng.com>
Sent: Wednesday, February 26, 2020 3:55 PM
To: Nestor Santana
Subject: FW: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01. BCTED # To Be Determined

FYI

Freddie Vargas, P.E.

Senior Traffic / Transportation Manager



From: Cai, Lei [mailto:LCAI@broward.org]
Sent: Wednesday, October 23, 2019 2:52 PM
To: Freddie Vargas <FVargas@CPC-Eng.com>
Cc: Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>; Dan Tintner <DTintner@cpc-eng.com>; Gross, Sharon <SGROSS@broward.org>; 'engineering@daniabeachfl.gov' <engineering@daniabeachfl.gov>
Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01. BCTED # To Be Determined

Freddie,

Please coordinate with the City of Dania Beach to obtain the revised letter indicating that the City acknowledges the responsibility for reviewing, approving, inspecting, accepting, and maintaining the flashing solar powered LED signs/sign assemblies. At the same time, please submit four copies of the revised plan to the Broward County Traffic Engineering Division (BCTED) for our final review and approval.

Once BCTED receive the revised plans and the new letter from the City, BCTED will approve the plans.

If BCTED may be of further assistance in the interim, please do not hesitate to contact us.

Regards,

Lei



Lei Cai, P. E., PTOE
Broward County Traffic Engineering Division
2300 W. Commercial Blvd, Fort Lauderdale, FL 33309
Tel. 954-847-2653 Fax 954-847-2700
lcai@broward.org www.broward.org

From: Freddie Vargas <FVargas@CPC-Eng.com>

Sent: Wednesday, October 23, 2019 11:21 AM

To: Cai, Lei <LCAI@broward.org>

Cc: Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>; Dan Tintner <DTintner@cpc-eng.com>; Gross, Sharon <SGROSS@broward.org>; 'engineering@daniabeachfl.gov' <engineering@daniabeachfl.gov>

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

Thanks, Lei. Question; based on you note that follows...*BCTED still requires that the City acknowledges the responsibility for reviewing, approving, inspecting, accepting, and maintaining the flashing solar powered LED signs/sign assemblies.* The plans approval will be subject to this condition? Does the City needs to certify that the City will maintain the flashing solar assemblies?

I only can provide response to the plans comments and the maintenance issue is not our responsibility; therefore, I would request that once we submit the revised plans BCTED will approve them for conformance with traffic engineering standards.

Thanks again, Lei.

Freddie Vargas, P.E.

Senior Traffic / Transportation Manager



From: Cai, Lei [<mailto:LCAI@broward.org>]

Sent: Wednesday, October 23, 2019 10:52 AM

To: Freddie Vargas <FVargas@CPC-Eng.com>

Cc: Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>; Dan Tintner <DTintner@cpc-eng.com>; Gross, Sharon <SGROSS@broward.org>; 'engineering@daniabeachfl.gov' <engineering@daniabeachfl.gov>

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

Freddie,

The Broward County Traffic Engineering division (BCTED) has the following comments:

- It is noted that STOP signs will be relocated at several locations. However, the proposed new locations for those STOP signs are only two to three feet away from the edge of the pavement. It is also noted that the proposed locations for several new signs including the pedestrian sign assemblies are only two to three feet away from the edge of the pavement. Please note that any signs/sign assemblies are required to be installed at least four feet away from the edge of the pavement. Please add the following note in each sheet:

Any signs/sign assemblies will be installed or relocated at least four feet away from the edge of the pavement.

- Please delete following notes:

Notes: 4. Broward County's review or approval of this sheet is limited to STOP Bars and centerline markings in Sheets C 1.1, C 1.2, C 1.3, C 1.4, C 2.1, C 3.1, C 3.2,

Notes: 4. This sheet is not included in Broward County's review or approval of this project in Sheets C 1.5, C 1.6, C 2.2,

- Please add the following note:

"Broward County's review or approval of this sheet is limited to STOP Bars, centerline markings, amber/amber raised pavement markers along the centerline markings, STOP signs, street name signs atop the STOP signs, speed hump signs, speed hump signs with AHEAD plaques, and DEAD END signs." in all sheets, except for Sheet 2.2;

"Broward County's review or approval of this sheet is limited to STOP Bars, centerline markings, amber/amber raised pavement markers along the centerline markings, STOP signs, street name signs atop the STOP signs, NO OUTLET sign, and signage and pavement markings for the roundabout (not including the flashing solar powered LED signs/sign assemblies for roundabout)." in Sheet 2.2.

If you agree the above-mentioned comments, please revise the plan accordingly and submit four copies to BCTED for our final review and approval.

Please note that the letter dated May 6, 2019, from Ana M. Garcia, City Manager with the City of Dania Beach, only states that "Please be advised that the City will accept responsibility for reviewing, approving, inspecting, accepting, and maintaining the proposed crosswalk markings on surfaces, which will not be maintained by Broward County." The letter does not state that the City will maintain the flashing solar powered LED signs/sign assemblies. This letter is attached for your reference. Although it mentions that BCTED does not review and approval or inspect and accept blinker signs in the general note on the cover page of the plan, BCTED still requires that the City acknowledges the responsibility for reviewing, approving, inspecting, accepting, and maintaining the flashing solar powered LED signs/sign assemblies.

If BCTED may be of further assistance, please do not hesitate to contact us.

Regards,

Lei



Lei Cai, P. E., PTOE

Broward County Traffic Engineering Division

2300 W. Commercial Blvd, Fort Lauderdale, FL 33309

Tel. 954-847-2653 Fax 954-847-2700

lcai@broward.org www.broward.org

From: Freddie Vargas <FVargas@CPC-Eng.com>

Sent: Monday, October 21, 2019 9:53 AM

To: Cai, Lei <LCAI@broward.org>

Cc: Caratozzolo, Carmelo <CCARATTOZZOLO@broward.org>; Dan Tintner <DTintner@cpc-eng.com>; Gross, Sharon <SGROSS@broward.org>; 'engineering@daniabeachfl.gov' <engineering@daniabeachfl.gov>

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

External Email

Hello Lei:

This is the response from your comments.

In Sheet 2.2, the eastbound and northbound YIELD sign assemblies are missing in the plan. **The eastbound and NB YIELD assemblies are existing to remain and are labeled in the plans.**

- Please include the attached BCTED Pavement Marking Signs Detail Sheet-Dated 08-23-18 in the plan; and
- Please include the attached BCTED Pavement Markings and Signing Details for Roundabouts-Local Streets in the plan.

Included in the plans.

Freddie Vargas, P.E.

Senior Traffic / Transportation Manager



From: Cai, Lei [<mailto:LCAI@broward.org>]

Sent: Friday, October 18, 2019 10:59 AM

To: Freddie Vargas <FVargas@CPC-Eng.com>

Cc: Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>; Dan Tintner <DTintner@cpc-eng.com>; Gross, Sharon <SGROSS@broward.org>; 'engineering@daniabeachfl.gov' <engineering@daniabeachfl.gov>

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

Freddie,

I have the following comments:

- In Sheet 2.2, the eastbound and northbound YIELD sign assemblies are missing in the plan. Please see the attached file;
- Please include the attached BCTED Pavement Marking Signs Detail Sheet-Dated 08-23-18 in the plan; and
- Please include the attached BCTED Pavement Markings and Signing Details for Roundabouts-Local Streets in the plan.

If I may be of further assistance in the interim, please do not hesitate to contact me.

Regards,



Lei Cai, P. E., PTOE

Broward County Traffic Engineering Division

2300 W. Commercial Blvd, Fort Lauderdale, FL 33309

Tel. 954-847-2653 Fax 954-847-2700

lcai@broward.org www.broward.org

From: Freddie Vargas <FVargas@CPC-Eng.com>

Sent: Thursday, October 17, 2019 3:31 PM

To: Cai, Lei <LCAI@broward.org>

Cc: Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>; Dan Tintner <DTintner@cpc-eng.com>; Gross, Sharon <SGROSS@broward.org>; 'engineering@daniabeachfl.gov' <engineering@daniabeachfl.gov>

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

External Email

Hello Lei. Attached is the plans with the latest revisions. I reviewed the location of the pedestrian illuminated sign at the SW quadrant of the intersection and I consider that the sign is accessible by the pedestrians.
Please let me know when we will get the final approval.

Thanks a lot for your help.

Freddie Vargas, P.E.

Senior Traffic / Transportation Manager



From: Cai, Lei [<mailto:LCAI@broward.org>]

Sent: Tuesday, October 8, 2019 3:13 PM

To: Freddie Vargas <FVargas@CPC-Eng.com>

Cc: Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>; Dan Tintner <DTintner@cpc-eng.com>; Gross, Sharon <SGROSS@broward.org>; 'engineering@daniabeachfl.gov' <engineering@daniabeachfl.gov>

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

Freddie,

The plan you submitted on September 11, 2019 did not show the yield line marking for the roundabout at the intersection of NW 2 Street and NW 12 Avenue. Please see the previous submitted plan in the attached e-mail trail. This is the first time that the Broward County Traffic Engineering Division (BCTED) received the plan including the yield line marking for the roundabout at the intersection of NW 2 Street and NW 12 Avenue.

If BCTED may be of further assistance, please do not hesitate to contact us.

Regards,

Lei



Lei Cai, P. E., PTOE

Broward County Traffic Engineering Division

2300 W. Commercial Blvd, Fort Lauderdale, FL 33309

From: Freddie Vargas <FVargas@CPC-Eng.com>

Sent: Tuesday, October 8, 2019 2:59 PM

To: Cai, Lei <LCAI@broward.org>

Cc: Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>; Dan Tintner <DTintner@cpc-eng.com>; Gross, Sharon <SGROSS@broward.org>; 'engineering@daniabeachfl.gov' <engineering@daniabeachfl.gov>

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

External Email

Hello Team. We had incorporated the yield sign in the plans. However, we have not received any approvals or additional comments from the County. This project will be under construction soon and we need that final approval.

Thanks

Freddie Vargas, P.E.

Senior Traffic / Transportation Manager



From: Cai, Lei [<mailto:LCAI@broward.org>]

Sent: Thursday, September 12, 2019 10:05 AM

To: Freddie Vargas <FVargas@CPC-Eng.com>

Cc: Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>; Dan Tintner <DTintner@cpc-eng.com>; Gross, Sharon <SGROSS@broward.org>; 'engineering@daniabeachfl.gov' <engineering@daniabeachfl.gov>

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

Freddie,

The Broward County Traffic Engineering Division (BCTED) provides the following responses to your two comments:

- According to the historic aerial photos, the yield line pavement markings (PMs) for all approaches of the roundabout at intersection of NW 2 Street and NW 12 Avenue were in place before 2018. After the resurfacing of the roundabout sometime later 2018 or early 2019, these yield line PMs were not reinstalled. Please note that yield line PMs for all approaches are required to be installed for all roundabouts. The County is requesting that you coordinate with the City, to confirm they will reinstall the yield line PMs.
- BCTED accepts the 19 feet for the distance between the crosswalk and the yield line PMs on the south leg.

If BCTED may be of further assistance, please do not hesitate to contact us.

Regards,

Lei



Lei Cai, P. E., PTOE

Broward County Traffic Engineering Division

2300 W. Commercial Blvd, Fort Lauderdale, FL 33309

Tel. 954-847-2653 Fax 954-847-2700

lcai@broward.org www.broward.org

From: Freddie Vargas <FVargas@CPC-Eng.com>

Sent: Wednesday, September 11, 2019 5:02 PM

To: Cai, Lei <LCAI@broward.org>

Cc: Caratozzolo, Carmelo <CCARATOTZZOLO@broward.org>; Dan Tintner <DTintner@cpc-eng.com>; Gross, Sharon <SGROSS@broward.org>; 'engineering@daniabeachfl.gov' <engineering@daniabeachfl.gov>

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

External Email

Good afternoon Lei Cai: We revised the plans for the referenced project in response to your comments. Regarding the comment on sheet C2.2 here is our response:

- Sheet C 2.2 – Roundabout at the intersection of NW 2 Street and NW 12 Avenue
 - There are no yield line pavement markings on the plan.

The project scope doesn't include modifications to the roundabout other than the pedestrian crossings which is the intent of the project. No changes to the existing stripping is been added.

- In roundabout design, the crosswalk should be minimum of 20 feet from the yield lines, which allows enough space for the queuing of a vehicle. The northbound crosswalk is required to be a minimum of 20 feet from the roundabout yield lines. Please show the distance between the northbound yield line and crosswalk.

We agree with this comment; however, due to field drainage inlets and a private house driveway, we are not able to obtain the 20 feet as indicated. We adjusted the crossings and obtained 19 feet from the roundabout yield line. We consider that the modified design is adequate.

Thanks

Freddie Vargas, P.E.

Senior Traffic / Transportation Manager



From: Cai, Lei [<mailto:LCAI@broward.org>]

Sent: Tuesday, August 13, 2019 9:30 AM

To: 'engineering@daniabeachfl.gov' <engineering@daniabeachfl.gov>

Cc: Caratozzolo, Carmelo <CCARATOTZZOLO@broward.org>; Dan Tintner <DTintner@cpc-eng.com>; Freddie Vargas

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

Dear Mr. Keyser,

The Broward County Traffic Engineering Division (BCTED) provided the following general comments:

- (1) The plans reference the installation of solar powered button activate flashing LED sign at the uncontrolled pedestrian crossing locations. The installation pedestrian warning signs at an uncontrolled crossing should accommodate both points of the crossing, especially if the sign is button activated. There are several locations that include a button activated sign, however, the opposite corner of the intersection does not include the same button activated sign. The following are locations that appear to be missing a button activated sign on the opposite corner:
 - Sheet C 3.1 – NW 2 Street and NW 8 Avenue
 - The westbound pedestrian crossing sign assembly is missing for the crosswalk on the west leg (crossing from the NW corner to the SW corner).
 - The eastbound pedestrian crossing sign assembly is missing for the crosswalk on the east leg (crossing from the SE corner to the NE corner).
 - Sheet C 3.1 – NW 2 Street and NW 7 Avenue
 - The northbound pedestrian crossing sign assembly is missing for the crosswalk on the north leg.
 - The southbound pedestrian crossing sign assembly is missing for the crosswalk on the south leg.
 - Sheet C 3.2 – NW 2 Street and NW 6 Avenue
 - The westbound pedestrian crossing sign assembly is missing for the crosswalk on the west leg.
 - The eastbound pedestrian crossing sign assembly is missing for the crosswalk on the east leg.
 - Sheet C 3.3 – NW 2 Street and NW 5 Avenue
 - The northbound pedestrian crossing sign assembly is missing for the crosswalk on the north leg.
 - The southbound pedestrian crossing sign assembly is missing for the crosswalk on the south leg.
 - Sheet C 1.2 - Dania Beach Boulevard and NW 7 Avenue:
 - There are new mid-block crossing, new southbound yield line marking, new southbound Yield Here to Peds (R1-5) sign. Per the FDOT Traffic Engineering Manual, an engineering study should be performed before a marked crosswalk is installed at a location away from a traffic control signal or an approach controlled by a STOP or YIELD sign. Has a study been completed justifying the mid-block crossing?
 - Sheet C 2.2 – Roundabout at the intersection of NW 2 Street and NW 12 Avenue
 - There are no yield line pavement markings on the plan.
 - In roundabout design, the crosswalk should be minimum of 20 feet from the yield lines, which allows enough space for the queuing of a vehicle. The northbound crosswalk is required to be a minimum of 20 feet from the roundabout yield lines. Please show the distance between the northbound yield line and crosswalk.
- (2) Proposed ped sign located on the SW corner of the intersection of NW 2 Street and NW 8 Avenue is located behind a utility pole, which is not ADA accessible for pedestrians crossing from the SW corner.
- (3) Please ensure that all button activated signs are ADA accessible.

- (4) Yellow/Yellow RPMs along the solid double yellow center line markings are shown 40 feet on-center. However, the label was revised to 20 feet on-center on all sheets.

Please see additional comments in the attached file. Since the file is too big to be send in one e-mail. I separated it into two. This is Part 1, and Part 2 will be sent in another e-mail.

If BCTED may be of further assistance, please do not hesitate to contact us.

Regards,

Lei



Lei Cai, P. E., PTOE

Broward County Traffic Engineering Division

2300 W. Commercial Blvd, Fort Lauderdale, FL 33309

Tel. 954-847-2653 Fax 954-847-2700

lcai@broward.org www.broward.org

From: engineering <engineering@daniabeachfl.gov>

Sent: Wednesday, August 7, 2019 4:03 PM

To: Gross, Sharon <SGROSS@broward.org>; Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>

Cc: 'Dan Tintner' <DTintner@cpc-eng.com>; 'Freddie Vargas' <FVargas@CPC-Eng.com>

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

External Email: Do not reply, click links, or open attachments unless you recognize the sender's email address as legitimate and know the content is safe.

Carmelo??????



Curt A. Keyser, P.E.

Consultant Engineer | City of Dania Beach

engineering@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Road | Dania Beach, FL 33004

Phone: 954-924-6800 x3615 | **Fax:** 954-923-1109

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

From: Gross, Sharon [<mailto:SGROSS@broward.org>]

Sent: Monday, July 22, 2019 5:38 PM

To: Caratozzolo, Carmelo <CCARATOZZOLO@broward.org>

Cc: 'Dan Tintner' <DTintner@cpc-eng.com>; 'Freddie Vargas' <FVargas@CPC-Eng.com>; engineering <engineering@daniabeachfl.gov>

Subject: FW: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

Good afternoon Carmelo:

Please let Mr. Keyser know when your review will be completed.

Thank you and have a good day.

Sharon Gross
Broward County Traffic Engineering Division
2300 West Commercial Blvd
Fort Lauderdale Florida 33309
Hours: 7 am to 3 pm, Monday to Friday
Tel: 954-847-2641
Fax: 954-847-2700
E-Mail: sgross@broward.org

From: engineering <engineering@daniabeachfl.gov>
Sent: Monday, July 22, 2019 9:38 AM
To: Gross, Sharon <SGROSS@broward.org>
Cc: 'Dan Tintner' <DTintner@cpc-eng.com>; 'Freddie Vargas' <FVargas@CPC-Eng.com>
Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

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Sharon,

How are you making out with this review? The submittal was made on May 6, and you indicted your review would be complete by May 31.

Please advise.

Thank you,



Curt A. Keyser, P.E.
Acting City Engineer | City of Dania Beach
engineering@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL 33004
Phone: 954-924-6800 x3615 | **Fax:** 954-923-1109

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From: Gross, Sharon [<mailto:SGROSS@broward.org>]
Sent: Tuesday, May 21, 2019 1:04 PM
To: engineering <engineering@daniabeachfl.gov>
Cc: 'Dan Tintner' <DTintner@cpc-eng.com>; 'Freddie Vargas' <FVargas@CPC-Eng.com>

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

Good afternoon Mr. Keyser:

The review should be completed by May 31, 2019.

Have a good day.

Sharon Gross
Broward County Traffic Engineering Division
2300 West Commercial Blvd
Fort Lauderdale Florida 33309
Hours: 7 am to 3 pm, Monday to Friday
Tel: 954-847-2641
Fax: 954-847-2700
E-Mail: sgross@broward.org

From: engineering <engineering@daniabeachfl.gov>
Sent: Monday, May 20, 2019 5:55 PM
To: Gross, Sharon <SGROSS@broward.org>
Cc: 'Dan Tintner' <DTintner@cpc-eng.com>; 'Freddie Vargas' <FVargas@CPC-Eng.com>
Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined
Importance: High

External Email: Do not reply, click links, or open attachments unless you recognize the sender's email address as legitimate and know the content is safe.

Sharon,

The attached was submitted on May 6. Do you think you'll have a chance to review it this week?

Please advise.

Thank you,



Curt A. Keyser, P.E.
Acting City Engineer | City of Dania Beach
engineering@daniabeachfl.gov | daniabeachfl.gov
1201 Stirling Road | Dania Beach, FL 33004
Phone: 954-924-6800 x3615 | **Fax:** 954-923-1109

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

From: engineering
Sent: Monday, May 6, 2019 4:21 PM
To: 'Freddie Vargas' <FVargas@CPC-Eng.com>; Gross, Sharon <SGROSS@broward.org>

Cc: Dan Tintner <DTintner@cpc-eng.com>

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

Sharon,

Pursuant to your email of 4/26 and our conversation on Friday 5/3, please find attached the requested letter and the revised plans for your review and consideration.

As a reminder, this project has previously been reviewed and approved by your department. The modifications are largely "cosmetic" although they will greatly enhance the uniformity and operations of the project. We have not added or deleted any crosswalks or traffic control devices, or anything else, for that matter. We have simply re-oriented some crosswalks and re-configured a couple of sidewalks.

Please feel free to contact either me or Freddie Vargas, our consulting engineer with Carnahan, Proctor, and Cross, should you have any questions.

Thank you,



Curt A. Keyser, P.E.

Acting City Engineer | City of Dania Beach

engineering@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Road | Dania Beach, FL 33004

Phone: 954-924-6800 x3615 | **Fax:** 954-923-1109

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From: Freddie Vargas [<mailto:FVargas@CPC-Eng.com>]

Sent: Friday, April 26, 2019 2:04 PM

To: Gross, Sharon <SGROSS@broward.org>

Cc: engineering <engineering@daniabeachfl.gov>

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

Thank you Sharon. I will get it from the City. I am copying the acting City Engineer to get you that letter.

Thanks again Sharon.

Freddie Vargas, P.E.

Senior Traffic / Transportation Manager



From: Gross, Sharon [<mailto:SGROSS@broward.org>]

Sent: Friday, April 26, 2019 12:23 PM

To: Freddie Vargas <FVargas@CPC-Eng.com>

Subject: RE: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.
BCTED # To Be Determined

Good afternoon Mr. Vargas:

The plan submittal must be accompanied by a letter from the City Engineer approving the plan and acknowledging that the City of Dania Beach will be responsible for reviewing and approving the traffic control devices, shown on the plan, that will not be maintained by Broward County. The letter should also acknowledge that the City shall be responsible for inspecting and accepting these traffic control devices for maintenance by the City of Dania Beach.

Have a good day.

Sharon Gross
Broward County Traffic Engineering Division
2300 West Commercial Blvd
Fort Lauderdale Florida 33309
Hours: 7 am to 3 pm, Monday to Friday
Tel: 954-847-2641
Fax: 954-847-2700
E-Mail: sgross@broward.org

From: Freddie Vargas <FVargas@CPC-Eng.com>

Sent: Monday, April 22, 2019 4:17 PM

To: Gross, Sharon <SGROSS@broward.org>

Subject: City of Dania Beach CRA Multi-Modal Enhancement Project - Various Locations - FDOT # 438282-1-58-01.

External Email: Do not reply, click links, or open attachments unless you recognize the sender's email address as legitimate and know the content is safe.

Good afternoon Sharon: CPC completed a series of revisions of the plans previously approved by BCTE Division. Attached is the latest revisions for your review and or approval.
Should you have any questions please contact me at your convenience.

Thanks

Freddie Vargas, P.E.

Senior Traffic / Transportation Manager



814 S. Military Trail
Deerfield Beach, FL 33442

Offices | Deerfield Beach | Orlando
C: 954-655-7740 | O: 954.972.3959 x 131
FVargas@CPC-Eng.com | cpc-eng.com

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Nestor Santana

From: Freddie Vargas <FVargas@CPC-Eng.com>
Sent: Wednesday, February 26, 2020 4:22 PM
To: Nestor Santana
Subject: FW: CRA Multimodal Enhancement
Attachments: 170610 Dania Beach CRA Multimodal Enhancements-C 1.2.pdf; 170610 Dania Beach CRA Multimodal Enhancements-C 1.3.pdf; 170610 Dania Beach CRA Multimodal Enhancements-C 1.4.pdf

FYI

Freddie Vargas, P.E.

Senior Traffic / Transportation Manager



From: engineering [mailto:engineering@daniabeachfl.gov]
Sent: Sunday, April 7, 2019 10:48 PM
To: Freddie Vargas <FVargas@CPC-Eng.com>
Subject: RE: CRA Multimodal Enhancement

See attached.

Please make these revisions. Most of these noted revisions were previously noted.

Please call me if you have any questions.

Thank you,



Curt A. Keyser, P.E.

Acting City Engineer | City of Dania Beach

engineering@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Road | Dania Beach, FL 33004

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Phone: 954-924-6800 x3615 | **Fax:** 954-923-1109

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From: Freddie Vargas [mailto:FVargas@CPC-Eng.com]
Sent: Friday, April 5, 2019 1:17 PM
To: engineering <engineering@daniabeachfl.gov>
Subject: RE: CRA Multimodal Enhancement

If you want mark up the plans and we will address them ASAP. We are completing the changes from your last time comments and making judgment in some of the new issues due to the changes. I want you to be in line with us so that we have a great product.

Thanks. I will be her until 5:15 today.

Freddie Vargas, P.E.

Senior Traffic / Transportation Manager



From: engineering [<mailto:engineering@daniabeachfl.gov>]

Sent: Friday, April 5, 2019 12:45 PM

To: Freddie Vargas <FVargas@CPC-Eng.com>

Subject: RE: CRA Multimodal Enhancement

Freddie,

I have reviewed. I have a number of comments, but I'm tied up for the next several hours. I'll try to call you today or early Monday.

Thanks,



Curt A. Keyser, P.E.

Acting City Engineer | City of Dania Beach

engineering@daniabeachfl.gov | daniabeachfl.gov

1201 Stirling Road | Dania Beach, FL 33004

Phone: 954-924-6800 x3615 | **Fax:** 954-923-1109

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From: Freddie Vargas [<mailto:FVargas@CPC-Eng.com>]

Sent: Thursday, April 4, 2019 3:26 PM

To: engineering <engineering@daniabeachfl.gov>

Subject: CRA Multimodal Enhancement

Curt: Attached is the first 3 sheets with the plans revised. Please take a look at the pedestrian crossing relocation on 7th avenue north side (page C 1.2). I think that this solution provides all the elements and enhance the plans. We are on the way with the other changes. Please provide your notes as soon as you can so that we are sure that we are responding to your comments properly.

Thanks

Freddie Vargas, P.E.

Senior Traffic / Transportation Manager

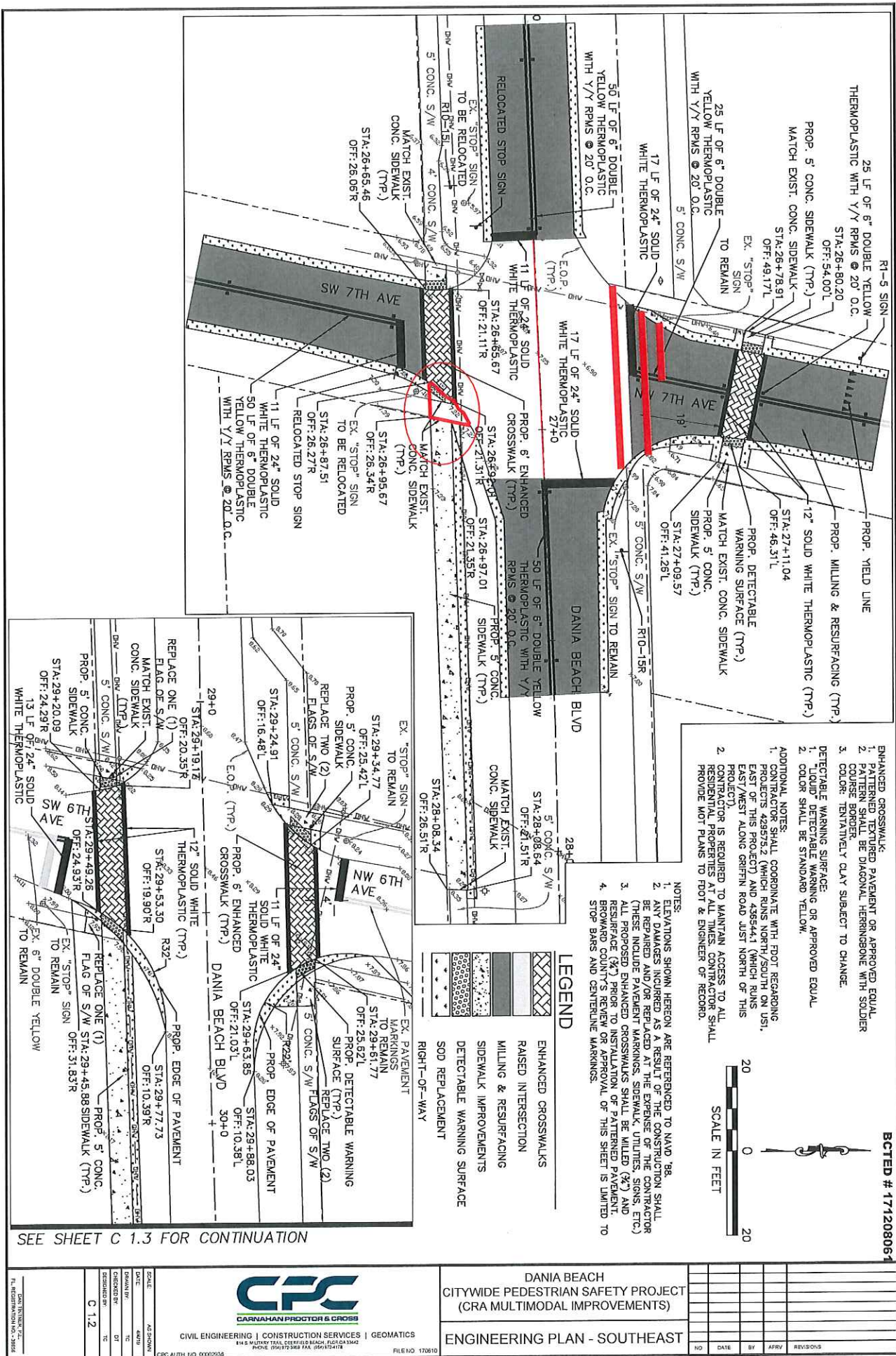


814 S. Military Trail
Deerfield Beach, FL 33442

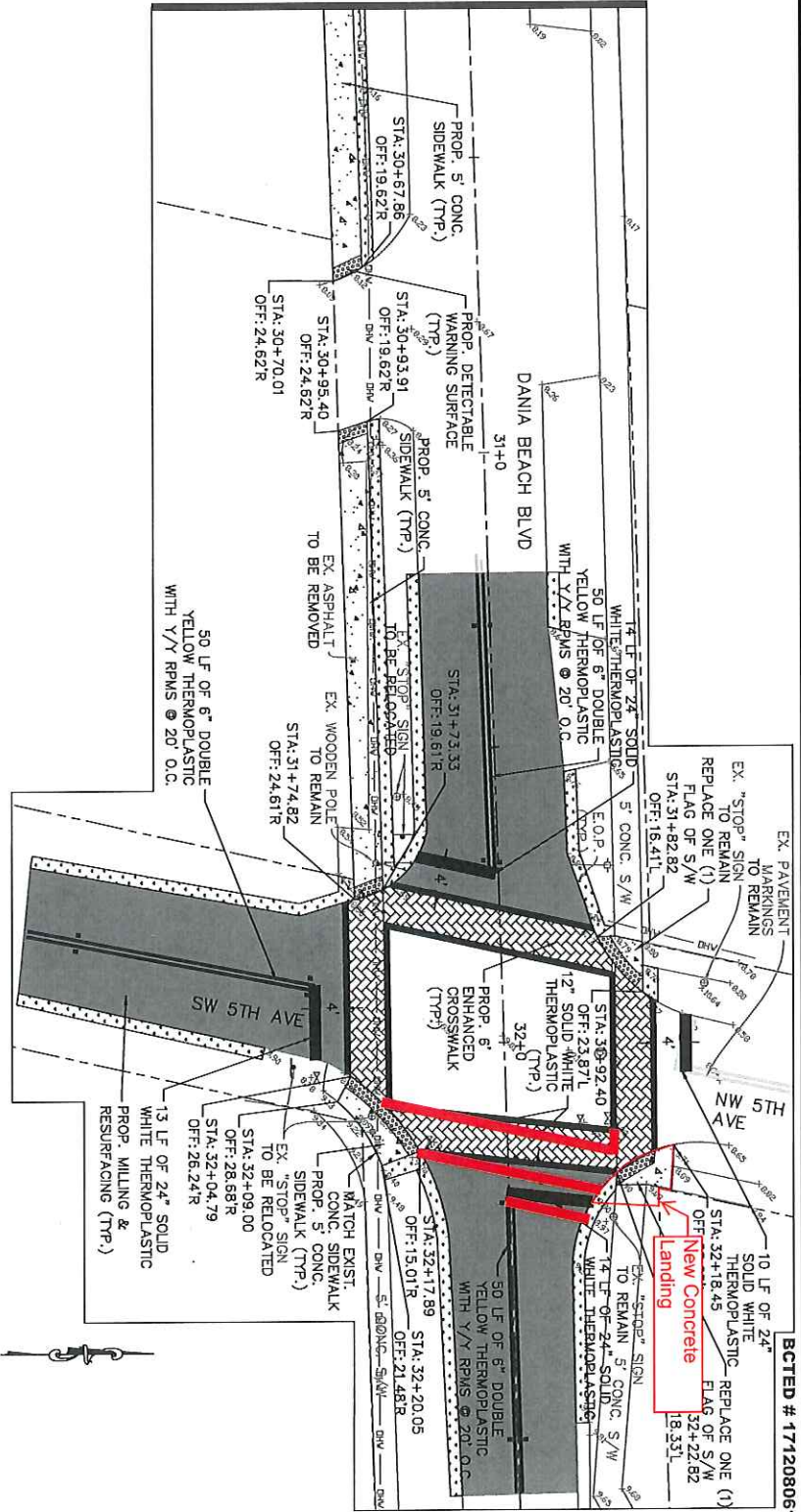
Offices | Deerfield Beach | Orlando
C: 954-655-7740 | O: 954.972.3959 x 131
FVargas@CPC-Eng.com | cpc-eng.com

Please consider the environment before printing this e-mail or attachments

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SEE SHEET C 1.2 FOR CONTINUATION



- ENHANCED CROSSWALK:**
1. PATTERNED TEXTURED PAVEMENT OR APPROVED EQUAL.
 2. PATTERN SHALL BE DIAGONAL HERRINGBONE WITH SOLDIER COURSE BORDER.
 3. COLOR: TENTATIVELY CLAY SUBJECT TO CHANGE.
- DETECTABLE WARNING SURFACE:**
1. "LOUD" DETECTABLE WARNING OR APPROVED EQUAL.
 2. COLOR SHALL BE STANDARD YELLOW.
- ADDITIONAL NOTES:**
1. CONTRACTOR SHALL COORDINATE WITH FDOT REGARDING PROJECTS 429575.2 (WHICH RUNS NORTH/SOUTH ON US1, EAST OF THIS PROJECT) AND 436544.1 (WHICH RUNS EAST/WEST ALONG GRIFFIN ROAD JUST NORTH OF THIS PROJECT).
 2. CONTRACTOR IS REQUIRED TO MAINTAIN ACCESS TO ALL RESIDENTIAL PROPERTIES AT ALL TIMES. CONTRACTOR SHALL PROVIDE MOT PLANS TO FOOT & ENGINEER OF RECORD.

LEGEND

- | | |
|--|----------------------------|
| | ENHANCED CROSSWALKS |
| | RAISED INTERSECTION |
| | MILLING & RESURFACING |
| | SIDEWALK IMPROVEMENTS |
| | DETECTABLE WARNING SURFACE |
| | SOD REPLACEMENT |
| | RIGHT-OF-WAY |

- NOTES:**
1. ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD 83.
 2. ANY CHANGES INCURRED AS A RESULT OF THE CONSTRUCTION SHALL BE REPERMITTED AND REPAID AT THE EXPENSE OF THE CONTRACTOR. THESE INCLUDE PAVEMENT MARKINGS, SIDEWALK, UTILITIES SIGNS, ETC.
 3. ALL PROPOSED ENHANCED CROSSWALKS SHALL BE MILLED (3/4") AND RESURFACED (3/4") PRIOR TO INSTALLATION OF PATTERNED PAVEMENT.
 4. BROWARD COUNTY'S REVIEW OR APPROVAL OF THIS SHEET IS LIMITED TO STOP BARS AND CENTERLINE MARKINGS.



CIVIL ENGINEERING | CONSTRUCTION SERVICES | GEOMATICS

CPC AUTH NO. 00002936

FILE NO. 17010

DANIA BEACH
CITYWIDE PEDESTRIAN SAFETY PROJECT
(CRA MULTIMODAL IMPROVEMENTS)

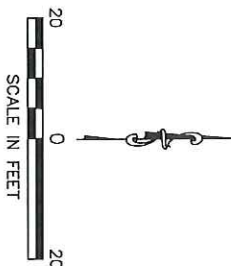
ENGINEERING PLAN - SOUTHEAST

NO	DATE	BY	APPR	REVISIONS

SCALE	AS SHOWN
DATE	4/10/20
DRAWN BY	TC
CHECKED BY	ST
DESIGNED BY	TC

C 1.3

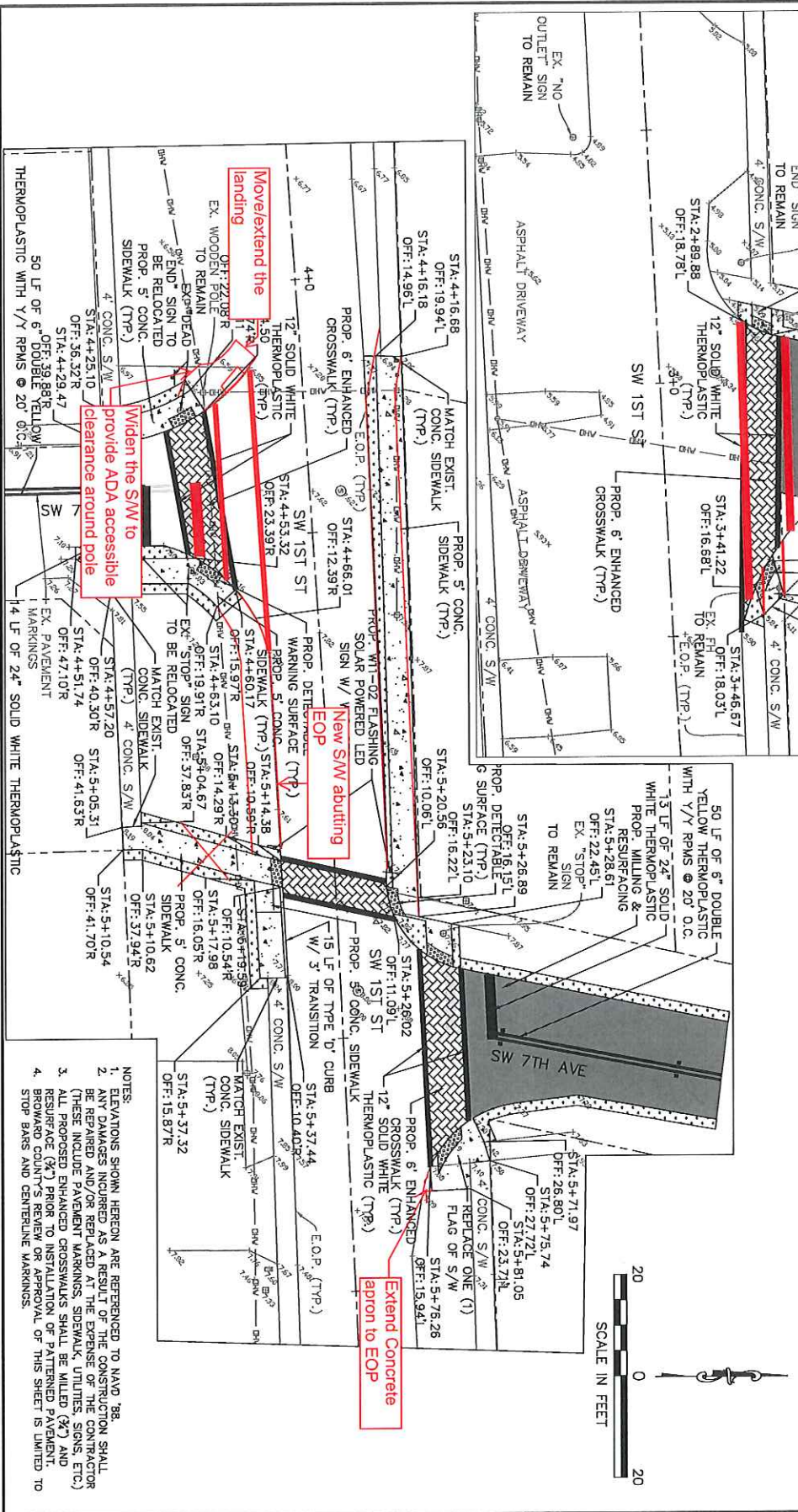
CONSTRUCTION PLAN



What are we doing with this pavement?
Why isn't it shown to be milled and re-surfaced?

- LEGEND**
- ENHANCED CROSSWALKS
 - RAISED INTERSECTION
 - MILLING & RESURFACING
 - SIDEWALK IMPROVEMENTS

- ENHANCED CROSSWALKS:**
1. PATTERNED TEXTURED PAVEMENT OR APPROVED EQUAL
 2. PATTERN SHALL BE DIAGONAL HERRINGBONE WITH SOLDER COURSE BORDER
 3. COLOR: TENTATIVELY CLAY SUBJECT TO CHANGE
- DETECTABLE WARNING SURFACE:**
1. "LUDID" DETECTABLE WARNING OR APPROVED EQUAL
 2. COLOR SHALL BE STANDARD YELLOW.
- ADDITIONAL NOTES:**
1. CONTRACTOR SHALL COORDINATE WITH FDOT REGARDING PROJECTS 429575.2 (WHICH RUNS NORTH/SOUTH ON US1, EAST OF THIS PROJECT) AND 438544.1 (WHICH RUNS EAST/WEST ALONG GREENH ROAD JUST NORTH OF THIS PROJECT). FDOT IS REQUIRED TO MAINTAIN ACCESS TO ALL RESIDENTIAL PROPERTIES AT ALL TIMES. CONTRACTOR SHALL PROVIDE MOT PLANS TO FDOT & ENGINEER OF RECORD.



- NOTES:**
1. ELEVATIONS SHOWN HEREIN ARE REFERENCED TO NAVD 88.
 2. ANY DAMAGES INCURRED AS A RESULT OF THE CONSTRUCTION SHALL BE REPAIRED AND/OR REPLACED AT THE EXPENSE OF THE CONTRACTOR (THESE INCLUDE PAVEMENT MARKINGS, SIDEWALK, UTILITIES, SIGNS, ETC.).
 3. ALL PROPOSED ENHANCED CROSSWALKS SHALL BE MILLED (%) AND RESURFACED (%) PRIOR TO INSTALLATION OF PATTERNED PAVEMENT.
 4. BROWARD COUNTY'S REVIEW OR APPROVAL OF THIS SHEET IS LIMITED TO STOP BANS AND CENTERLINE MARKINGS.

Evaluation of Quantities for Changes

Dania Beach CRA Multimodal Enhancements Quantity Estimates												
Pay Item Number	Pay Item Description	Unit	Bid Quantities	(RFI 004) Quantities for October 15, Plans	(RFI 001) SW 5th Avenue and Dania Beach Boulevard Page CL3 Quantities	(RFI 005) Change Order #1 SW 1st Street and SW 7th Avenue - Page CL4 Quantities				Philpen Waters Design Modification Page CL5 Quantities	Change Order #2 Solar Powered Pedestrian Warning System Quantities	Current Quantities
						Quantities per Bid Plans	Quantities per 10/25/19 plans	South Side Quantities per Changes	North Side Quantities per Changes			
101.1	Mobilization (7% of total of all items excluding items 1 & 2)	LS	1.00	1.00								
102.1	Maintenance of Traffic (% of total of all items excluding items 1 & 2)	LS	1.00	1.00								
0110.4.10	Removal of Existing Concrete	SY	207.33	221.44	10.00	9.33	9.56	3.33	9.56			
0120.1	Regular Excavation	CY			6.74							
0327.70.6	Milling Exist Asph Pavc, 1 1/2" Avg Depth	SY	31.33	115.00								
0327.70.19	Milling Exist Asph Pavc, 3/4" Avg Depth	SY	3,717.11	3,966.33	491.67							
0327.70.20	Milling Exist Asph Pavc, 3/4" Avg Depth	SY	24.89	24.89								
0334.1.11	Superpave Asphaltic Concrete, Traffic A, SP-9.5 (2 Lifts @ 1.5" per lift)	TN	67.16	70.49								
0334.1.11	Superpave Asphaltic Concrete, Traffic A, SP-9.5 (1 Lift @ 3/4" per lift)	TN	153.33	163.73	20.28							
0425.5	Manhole, Adjust	EA										
0425.82	Replace Grate	EA										
0520.1.10	Concrete Curb & Gutter, Type F	LF		9.00	90.00	0.00	0.00	113.00	0.00			
0520.2.4	Concrete Curb, Type D	LF	37.00	19.00						48.00		
0522.2	Concrete Sidewalk and Driveways, 6" Thick	SY	686.78	743.00	94.33	131.00	147.67	79.67	75.07	37.11		
0527.2	Detachable Warnings	SF	967.00	979.00	100.00	90.00	69.00	34.00	37.30			
570.1.2	Performance Turf - Sod (St. Augustine)	SY	731.67	745.44	79.11	82.33	58.56	2.78	53.78	43.56		
580.2.5	Landscape - Relocate Tree, Trees >5"	EA			0.00	0.00	4.00	4.00	0.00			
700.1.11	Single Post Sign, F & I Ground Mount, Up to 12 SF	AS	12.00	12.00								
700.1.50	Single Post Sign, Relocate	AS	2.00	10.00								
700.1.60	Single Post Sign, Remove	AS	6.00	6.00								
706.3	Retro-Reflective Pavement Markers	EA	108.00	82.00								
0711.11123	Thermoplastic, Standard, White, Solid, 12" (Crosswalks)	LF	3,032.00	3,056.00								
0711.11125	Thermoplastic, Standard, White, Solid, 24" (Stop Bars)	LF	427.00	446.00								
0711.11160	Thermoplastic, Standard, White, Message or Symbol	EA	1.00	24.00								
0711.11170	Thermoplastic, Standard, White, Arrow	EA	8.00	8.00								
0711.13201	Thermoplastic, Standard-Open Graded Asphalt Surfaces, Yellow, Solid, 6" Flashing Solar Powered LED Sign with push button (F & I)	GM	0.34	0.38								
	Enhanced Crosswalks	EA	26.00	34.00							34.00	
		SF	10,272.00	9,843.00								

Bidder: Sagari's

EXHIBIT "B"

BID FORM

**"Sidewalks construction & reconstruction, pavement markings, signing, milling and resurfacing,
removal of speed humps, raised intersections, curb and gutter"
City Bid No. 19-004".**

Pay Item Number*	City Bid No. 19-004".	Quantity	Units	Unit Price	Extended Price
Roadway					
101 1	Mobilization (7% of total of all items excluding items 1 & 2)	1.00	LS	\$ 28,445.98	\$ 28,445.98
102 1	Maintenance of Traffic (%5 of total of all items excluding items 1 & 2)	1.00	LS	\$ 24,382.27	\$ 24,382.27
0110 4 10	Removal of Existing Concrete	207.33	SY	\$ 15.00	\$ 3,109.95
0327 70 6	Milling Exist Asph Pavt, 1 1/2" Avg Depth	31.33	SY	\$ 8.00	\$ 250.64
0327 70 19	Milling Exist Asph Pavt, 3/4" Avg Depth	3,717.11	SY	\$ 5.00	\$ 18,585.55
0327 70 20	Milling Exist Asph Pavt, 3 3/4" Avg Depth	24.89	SY	\$ 17.00	\$ 423.13
0334 1 11	Superpave Asphaltic Concrete, Traffic A, SP-9.5 (2 Lifts @ 1.5" per lift)	67.16	TN	\$ 195.00	\$ 13,096.20
0334 1 11	Superpave Asphaltic Concrete, Traffic A, SP-9.5 (1 Lift @ 3/4" per lift)	153.33	TN	\$ 195.00	\$ 29,899.35
0520 2 4	Concrete Curb, Type D	37.00	LF	\$ 30.00	\$ 1,110.00
0522 2	Concrete Sidewalk and Driveways, 6" Thick	686.78	SY	\$ 75.00	\$ 51,508.50
0527 2	Detectable Warnings	967.00	SF	\$ 30.00	\$ 29,010.00
570 1 2	Performance Turf - Sod (St. Augustine)	731.67	SY	\$ 7.00	\$ 5,121.69
700 1 11	Single Post Sign, F & I Ground Mount, Up to 12 SF	12.00	AS	\$ 450.00	\$ 5,400.00
700 1 50	Single Post Sign, Relocate	2.00	AS	\$ 250.00	\$ 500.00
700 1 60	Single Post Sign, Remove	6.00	AS	\$ 125.00	\$ 750.00
706 3	Retro-Reflective Pavement Markers	108.00	EA	\$ 10.00	\$ 1,080.00
0711 11123	Thermoplastic, Standard, White, Solid, 12" (Crosswalks)	3,032.00	LF	\$ 3.00	\$ 9,096.00
0711 11125	Thermoplastic, Standard, White, Solid, 24" (Stop Bars)	427.00	LF	\$ 6.50	\$ 2,775.50
0711 11160	Thermoplastic, Standard, White, Message or Symbol	1.00	EA	\$ 450.00	\$ 450.00
0711 11170	Thermoplastic, Standard, White, Arrow	8.00	EA	\$ 120.00	\$ 960.00
0711 15201	Thermoplastic, Standard-Open Graded Asphalt Surfaces, Yellow, Solid, 6"	0.34	GM	\$ 6,600.00	\$ 2,244.00
	Flashing Solar Powered LED Sign with push button (F & I)	26.00	EA	\$ 3,800.00	\$ 98,800.00
	Enhanced Crosswalks	10,272.00	SF	\$ 12.87	\$ 132,200.64
GRAND TOTAL LUMP SUM BID					\$ 459,199.40

FOUR HUNDRED FIFTY-NINE THOUSAND, ONE HUNDRED NINETY-NINE AND 40/100-----DOLLARS

TOTAL AMOUNT WRITTEN IN WORDS

END OF BID FORM

City of Dania Beach Acceptance Letter



CITY OF DANIA BEACH, FLORIDA

December 6, 2019

Mr. Andrew Sebo, P.E., Interim Director
Broward County Traffic Engineering Division
2300 West Commercial Blvd
Fort Lauderdale Florida 33309

Re: Dania Beach Community Redevelopment Agency Citywide Pedestrian Safety Project
(CRA Multimodal Improvements)
FDOT Fin Mgmt. #438282-1-58-01
BCTED # 190506061

Dear Mr. Sebo,

As required by the Broward County Traffic Engineering Division to obtain final approval for the project, this letter provides assurance that the City of Dania Beach accepts responsibility for reviewing, approving, inspecting, accepting, and maintaining the proposed stamped asphalt crosswalk and crosswalk markings and the proposed flashing solar powered LED lights for the above-referenced project.

Please don't hesitate to contact Colin Donnelly at 954.924.6800 x 3618, or me at 954.924.6808 x 3517, if you should have any questions.

Sincerely,

CITY OF DANIA BEACH

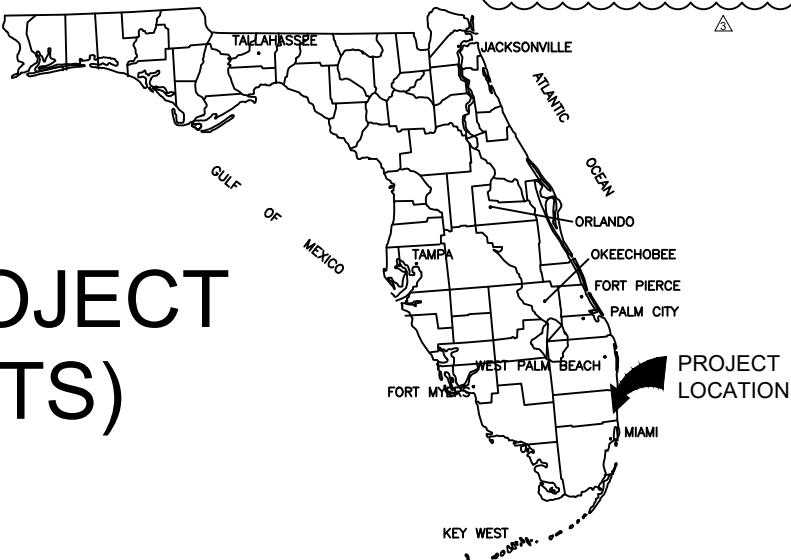
Marjorie G. Craig, PE
Deputy Public Services Director/ City Engineer

cc: Thomas J. Ansbro, City Attorney
Antoine Johnson, Office Manager, Dania Beach
Colin Donnelly, CIP and Grants Manager, Dania Beach
Freddie Vargas, PE, Carnahan Proctor and Cross (design)
David Romano, PE, RJ Behar & Company, Inc (construction engineering & inspection)

Revised Plans

DANIA BEACH
CITYWIDE PEDESTRIAN SAFETY PROJECT
(CRA MULTIMODAL IMPROVEMENTS)

FDOT FIN MGMT □438282-1-58-01
FEDERAL-AID PROJECT □D418-112-B



DANIA BEACH
CITYWIDE PEDESTRIAN SAFETY PROJECT
(CRA MULTIMODAL IMPROVEMENTS)

COVER

CIVIL ENGINEERING | CONSTRUCTION SERVICES | GEOMATICS
814 S. MILITARY TRAIL, DEERFIELD BEACH, FLORIDA 33442
PHONE: (864) 972-3860 FAX: (864) 972-1178
CPC AUTH. NO. 00002936
FILE NO. 170610

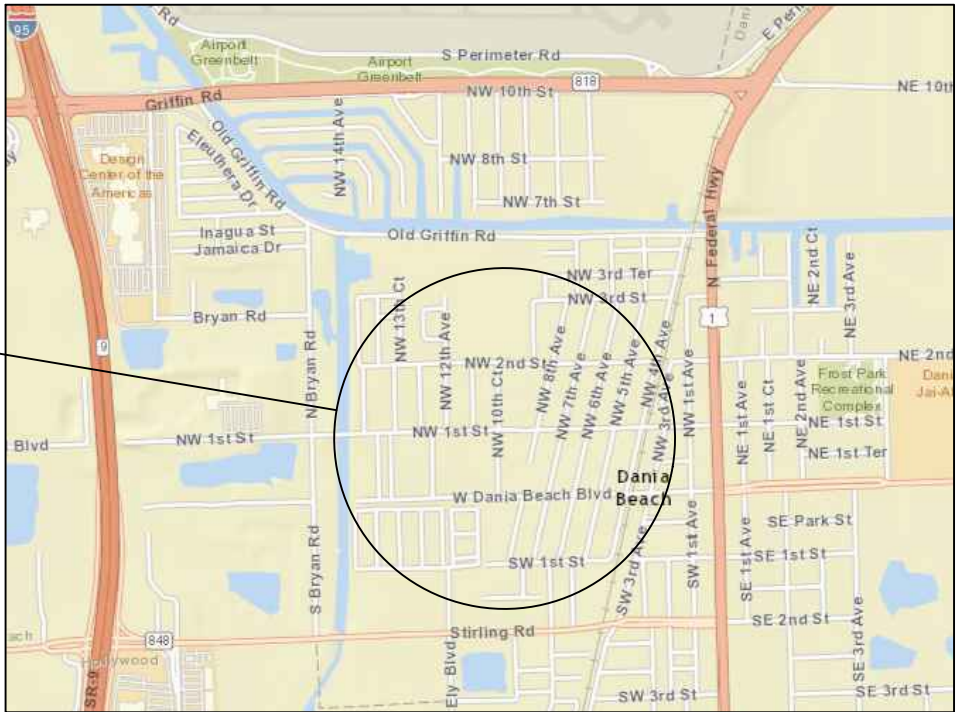
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DATE: 10/25/19
DRAWN BY: TC
CHECKED BY: DT
DESIGNED BY: TC
CV 1.0

DAN TINTNER, P.E.
FL. REGISTRATION NO. - 39656

INDEX OF EXHIBITS

SHEET NO.	SHEET DESCRIPTION
CV 1.0	COVER
KEY 1.0	KEY SHEET - SOUTHEAST
KEY 2.0	KEY SHEET - NORTHWEST
KEY 3.0	KEY SHEET - NORTHEAST
C 1.1 - 1.6	ENGINEERING PLAN - SOUTHEAST
C 2.1 - 2.2	ENGINEERING PLAN - NORTHWEST
C 3.1 - 3.2	ENGINEERING PLAN - NORTHEAST
C 4.1 - 4.1.1	GENERAL NOTES, SPECIFICATIONS & TTCP REQUIREMENTS
C 4.2 - 4.6.2	ENGINEERING DETAILS

PROJECT LOCATION



LOCATION MAP

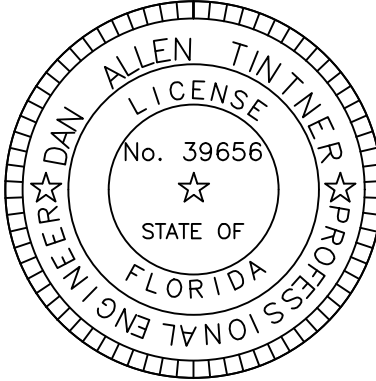
N.T.S.

FINAL PLANS 10/25/19

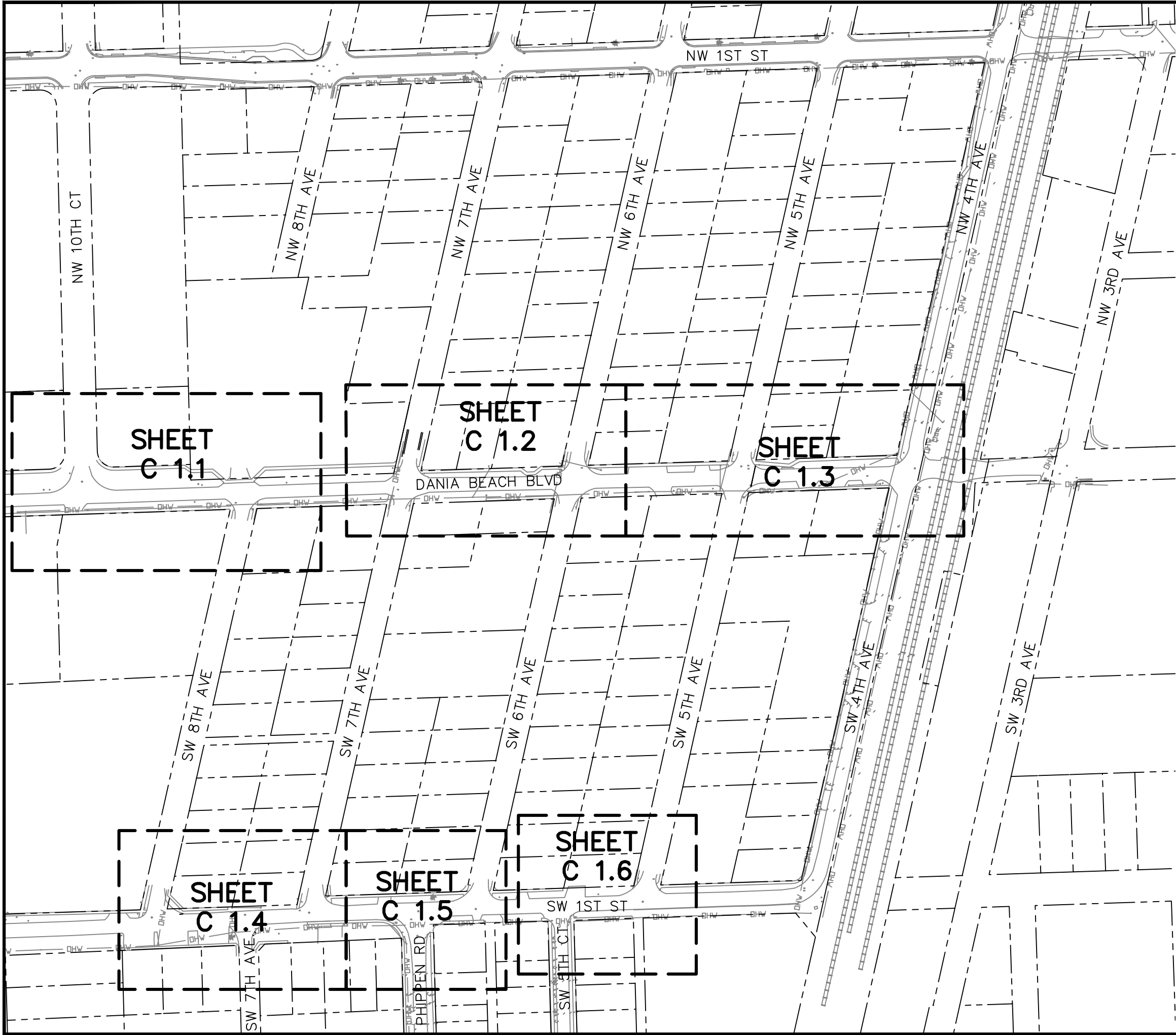
THE FOLLOWING ITEMS ARE NOT REVIEWED OR ACCEPTED BY BROWARD COUNTY:

1. BROWARD COUNTY TRAFFIC ENGINEERING DIVISION'S REVIEW DOES NOT INCLUDE A REVIEW AND ACCEPTABLE OF THE PROJECT'S DESIGN OR OPERATION. THESE ITEMS ARE TO BE REVIEWED AND APPROVED BY THE CITY ENGINEER.
2. BROWARD COUNTY TRAFFIC ENGINEERING DIVISION DOES NOT REVIEW AND APPROVE, OR INSPECT AND ACCEPT THE FOLLOWING ITEMS FOR MAINTENANCE: PAVEMENT MARKINGS ON OR ADJACENT TO PAVER BRICKS, PAINTED ASPHALT, STAMPED ASPHALT OR PAVEMENT MARKINGS MADE OF PAVER BRICKS, RAISED INTERSECTIONS AND RELATED MARKINGS AND SIGNING, UN-WARRANTED MID-BLOCK CROSSWALKS AND RELATED MARKINGS AND SIGNING, UN-WARRANTED CROSSWALKS AND RELATED MARKINGS AND SIGNINGS, PAINTED/DECORATIVE CROSSWALKS, RAISED CROSSWALKS AND RELATED MARKINGS AND SIGNING, BLINKER SIGNS, RECTANGULAR RAPID FLASHER BEACONS AND RELATED MARKINGS AND SIGNING, ON-STREET PARKING AND RELATED MARKINGS AND SIGNING, IN-ROAD LIGHTING AND RELATED MARKINGS AND SIGNING, GREEN BIKE LANES, FLEXIBLE DELINEATORS, DECORATIVE SIGNS AND DECORATIVE SIGN POSTS, PLANTERS, ON-SITE PAVEMENT MARKINGS AND SIGNING, OFF-SITE PAVEMENT MARKINGS AND SIGNING IN RIGHT OF WAY THAT IS NOT DEDICATED FOR PUBLIC USE, SIDEWALK WORK OR ASPHALT WORK.
3. THE CITY ENGINEER IS RESPONSIBLE FOR THE REVIEW AND APPROVAL OF THE DESIGN AND OPERATION OF THE PROJECT, AND FOR THE INSPECTION AND ACCEPTANCE OF THE FOLLOWING ITEMS THAT WILL BE MAINTAINED BY THE CITY: PAVEMENT MARKINGS ON OR ADJACENT TO PAVER BRICKS, PAINTED ASPHALT, STAMPED ASPHALT, OR PAVEMENT MARKINGS MADE OF PAVER BRICKS, PAVEMENT MARKINGS ON OR ADJACENT TO PAINTED ASPHALT, RAISED INTERSECTIONS AND RELATED MARKINGS AND SIGNING, UN-WARRANTED MID-BLOCK CROSSWALKS AND RELATED MARKINGS AND SIGNING, UNWARRANTED CROSSWALKS AND RELATED MARKINGS AND SIGNING, PAINTED/DECORATIVE CROSSWALKS, RAISED CROSSWALKS AND RELATED MARKINGS AND SIGNING, BLINKER SIGNS, RECTANGULAR RAPID FLASHER BEACONS AND RELATED MARKINGS AND SIGNING, ON-STREET PARKING AND RELATED MARKINGS AND SIGNING, IN-ROAD LIGHTING AND RELATED MARKINGS AND SIGNING, GREEN BIKE LANES, FLEXIBLE DELINEATORS, DECORATIVE SIGNS AND DECORATIVE SIGN POSTS, PLANTERS, ON-SITE PAVEMENT MARKINGS AND SIGNING, OFF-SITE PAVEMENT MARKINGS AND SIGNING IN RIGHT OF WAY THAT IS NOT DEDICATED FOR PUBLIC USE, SIDEWALK WORK AND ASPHALT WORK.

ENGINEER OF RECORD: DAN TINTNER, P.E.



LOCAL AGENCY:
CITY OF DANIA BEACH
1201 S. FEDERAL RD.
DANIA BEACH, FL 33004
P: 954-924-6808
www.dania-beach.com



BCTED # 190506061



DANIA BEACH
CITYWIDE PEDESTRIAN SAFETY PROJECT
(CRA MULTIMODAL IMPROVEMENTS)

KEY SHEET - SOUTHEAST



CIVIL ENGINEERING | CONSTRUCTION SERVICES | GEOMATICS
814 S. MILITARY TRAIL, DEERFIELD BEACH, FLORIDA 33442
PHONE: (864) 972-3869 FAX: (864) 972-1178

FILE NO. 170610

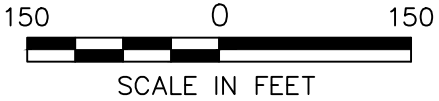
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CHECKED BY: DT
DESIGNED BY: TC

KEY 1.0

DAN TINTNER, P.E.
FL. REGISTRATION NO. - 39656



BCTED # 190506061



NO	DATE	BY	APRV	REV	PER CITY COMMENTS
1	08-11-19	LK	FV		REV PER BCTE COMMENTS
2	04-08-19	LK	FV		REV PER CITY COMMENTS

DANIA BEACH
CITYWIDE PEDESTRIAN SAFETY PROJECT
(CRA MULTIMODAL IMPROVEMENTS)

KEY SHEET - NORTHEAST



CARNAHAN PROCTOR & CROSS
CIVIL ENGINEERING | CONSTRUCTION SERVICES | GEOMATICS
814 S. MILITARY TRAIL, DEERFIELD BEACH, FLORIDA 33442
PHONE: (864) 972-3869 FAX: (864) 972-1178

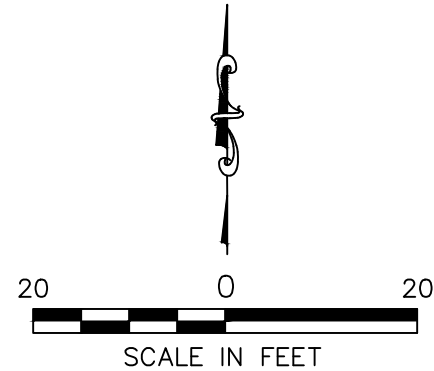
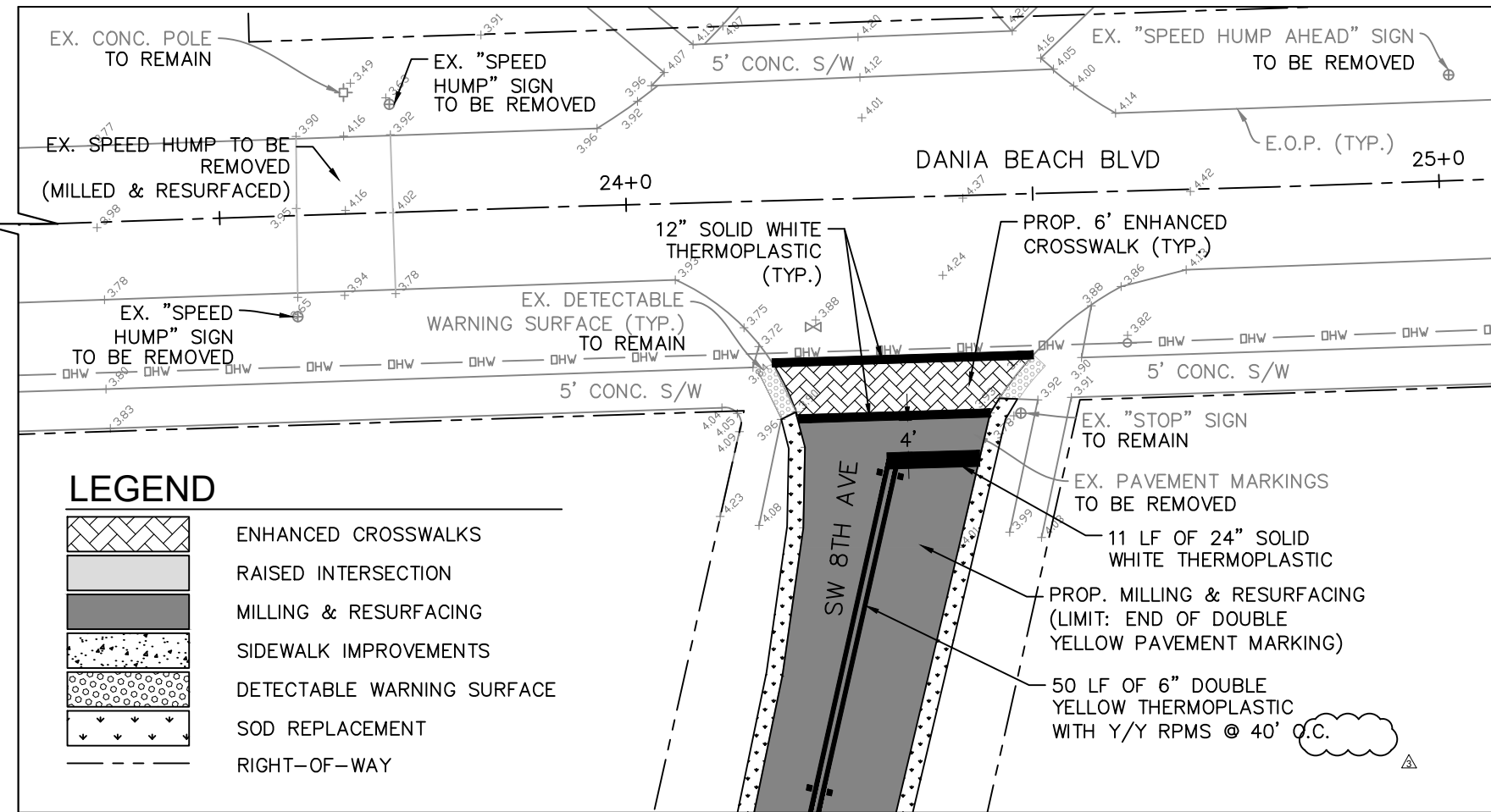
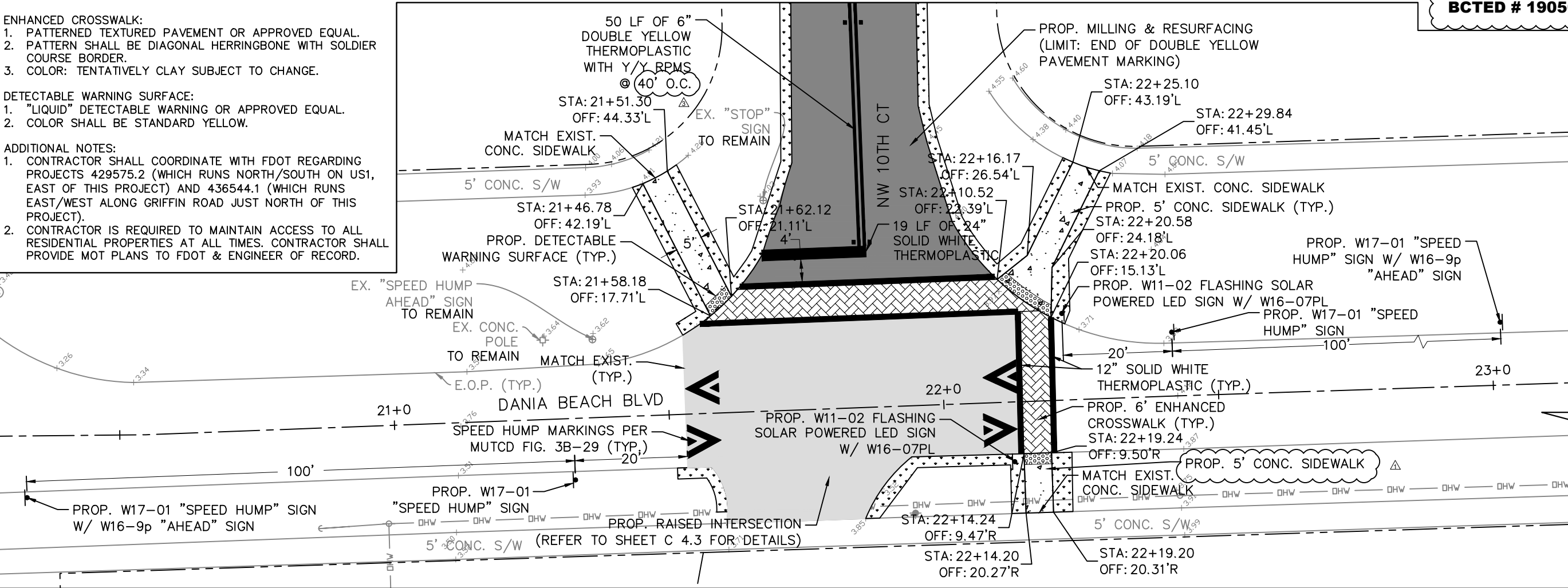
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CPC AUTH. NO. 00002936

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DRAWN BY:	TC
CHECKED BY:	DT
DESIGNED BY:	TC
KEY 3.0	
DAN TINTNER, P.E. FL. REGISTRATION NO. - 39656	

ENHANCED CROSSWALK:
1. PATTERNED TEXTURED PAVEMENT OR APPROVED EQUAL.
2. PATTERN SHALL BE DIAGONAL HERRINGBONE WITH SOLDIER COURSE BORDER.
3. COLOR: TENTATIVELY CLAY SUBJECT TO CHANGE.

DETECTABLE WARNING SURFACE:
1. "LIQUID" DETECTABLE WARNING OR APPROVED EQUAL.
2. COLOR SHALL BE STANDARD YELLOW.

ADDITIONAL NOTES:
1. CONTRACTOR SHALL COORDINATE WITH FDOT REGARDING PROJECTS 429575.2 (WHICH RUNS NORTH/SOUTH ON US1, EAST OF THIS PROJECT) AND 436544.1 (WHICH RUNS EAST/WEST ALONG GRIFFIN ROAD JUST NORTH OF THIS PROJECT).
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- NOTES:
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 - ANY SIGNS/SIGN ASSEMBLIES WILL BE INSTALLED OR RELOCATED AT LEAST FOUR FEET AWAY FROM THE EDGE OF THE PAVEMENT.

BCTED # 190506061

DANIA BEACH
CITYWIDE PEDESTRIAN SAFETY PROJECT
(CRA MULTIMODAL IMPROVEMENTS)

ENGINEERING PLAN - SOUTHEAST



CIVIL ENGINEERING | CONSTRUCTION SERVICES | GEOMATICS
814 S. MILITARY TRAIL, DEERFIELD BEACH, FLORIDA 33442
PHONE: (864) 972-3860 FAX: (864) 972-1178

SCALE: AS SHOWN
DATE: 10/23/19
DRAWN BY: TC
CHECKED BY: DT
DESIGNED BY: TC

C 1.1

DAN TINTNER, P.E.
FL. REGISTRATION NO. - 39656

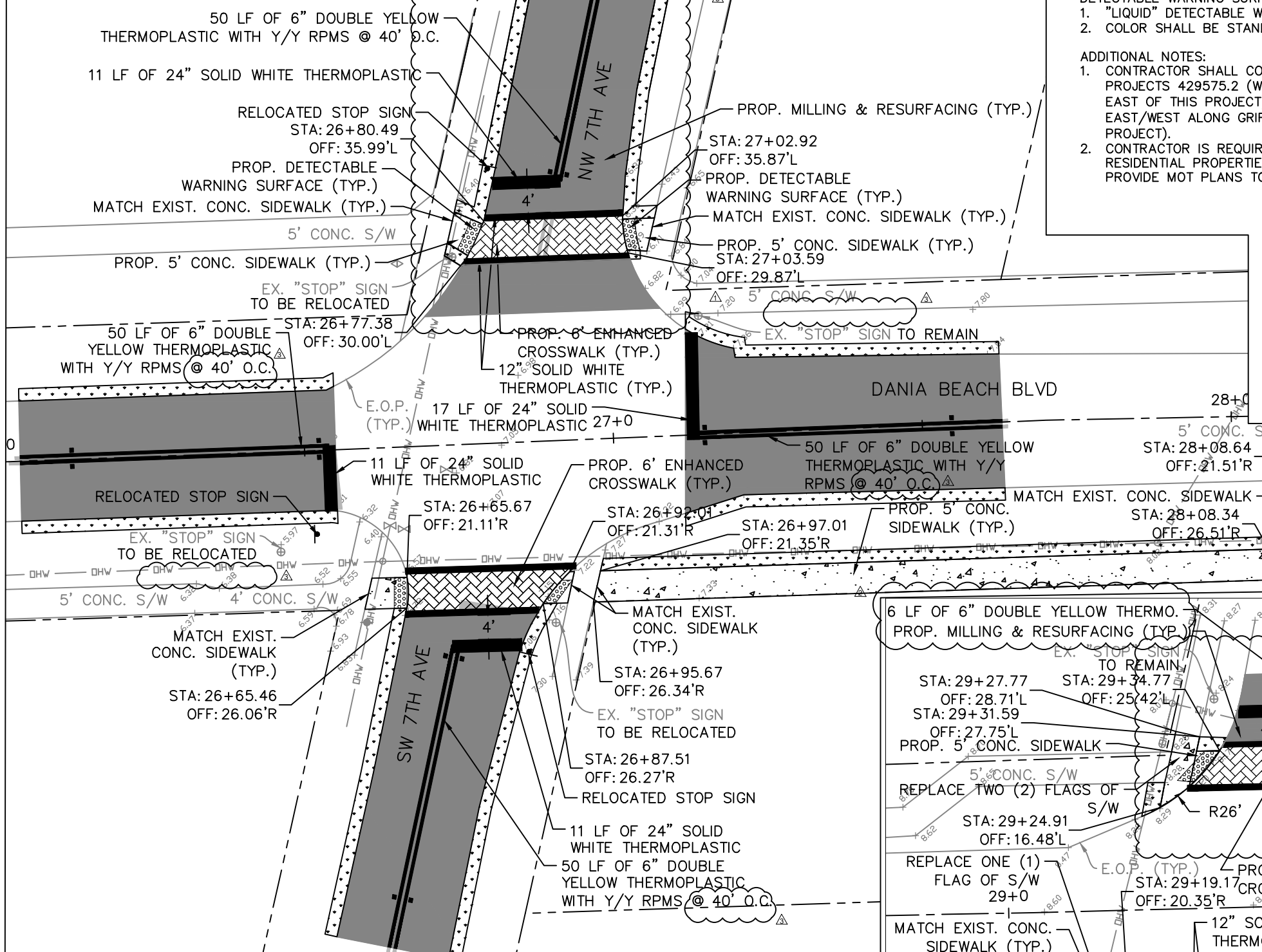
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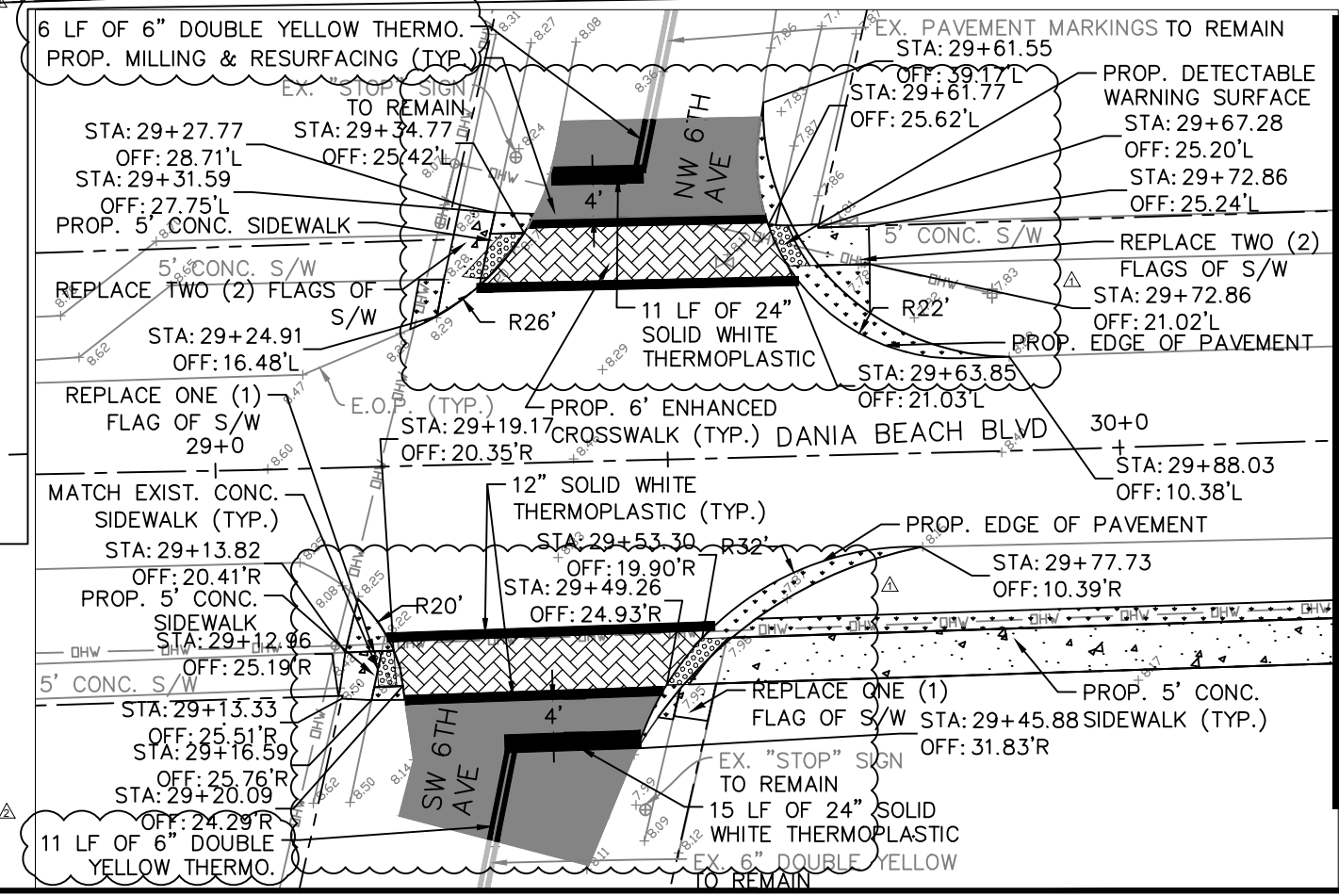


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 3. ALL PROPOSED ENHANCED CROSSWALKS SHALL BE MILLED (3/4") AND RESURFACE (3/4") PRIOR TO INSTALLATION OF PATTERNED PAVEMENT.
 4. BROWARD COUNTY'S REVIEW OR APPROVAL OF THIS SHEET IS LIMITED TO STOP BARS, CENTERLINE MARKINGS, AMBER/AMBER RAISED PAVEMENT MARKERS ALONG THE CENTERLINE MARKINGS, STOP SIGNS, STREET NAME SIGNS ATOP THE STOP SIGNS, SPEED HUMP SIGNS, SPEED HUMP SIGNS WITH AHEAD PLAQUES, AND DEAD END SIGNS.
 5. ANY SIGNS/SIGN ASSEMBLIES WILL BE INSTALLED OR RELOCATED AT LEAST FOUR FEET AWAY FROM THE EDGE OF THE PAVEMENT.



LEGEND

[Pattern]	ENHANCED CROSSWALKS
[Pattern]	RAISED INTERSECTION
[Pattern]	MILLING & RESURFACING
[Pattern]	SIDEWALK IMPROVEMENTS
[Pattern]	DETECTABLE WARNING SURFACE
[Pattern]	SOD REPLACEMENT
[Pattern]	RIGHT-OF-WAY



SEE SHEET C 1.3 FOR CONTINUATION

DANIA BEACH CITYWIDE PEDESTRIAN SAFETY PROJECT (CRA MULTIMODAL IMPROVEMENTS)		ENGINEERING PLAN - SOUTHEAST	
REV. PER BCTE COMMENTS	REV. PER CITY COMMENTS	REV. PER CITY COMMENTS	REV. PER CITY COMMENTS
08-11-19	04-15-19	04-08-19	04-08-19
FK	TC	FK	BY
NO	DATE	NO	DATE

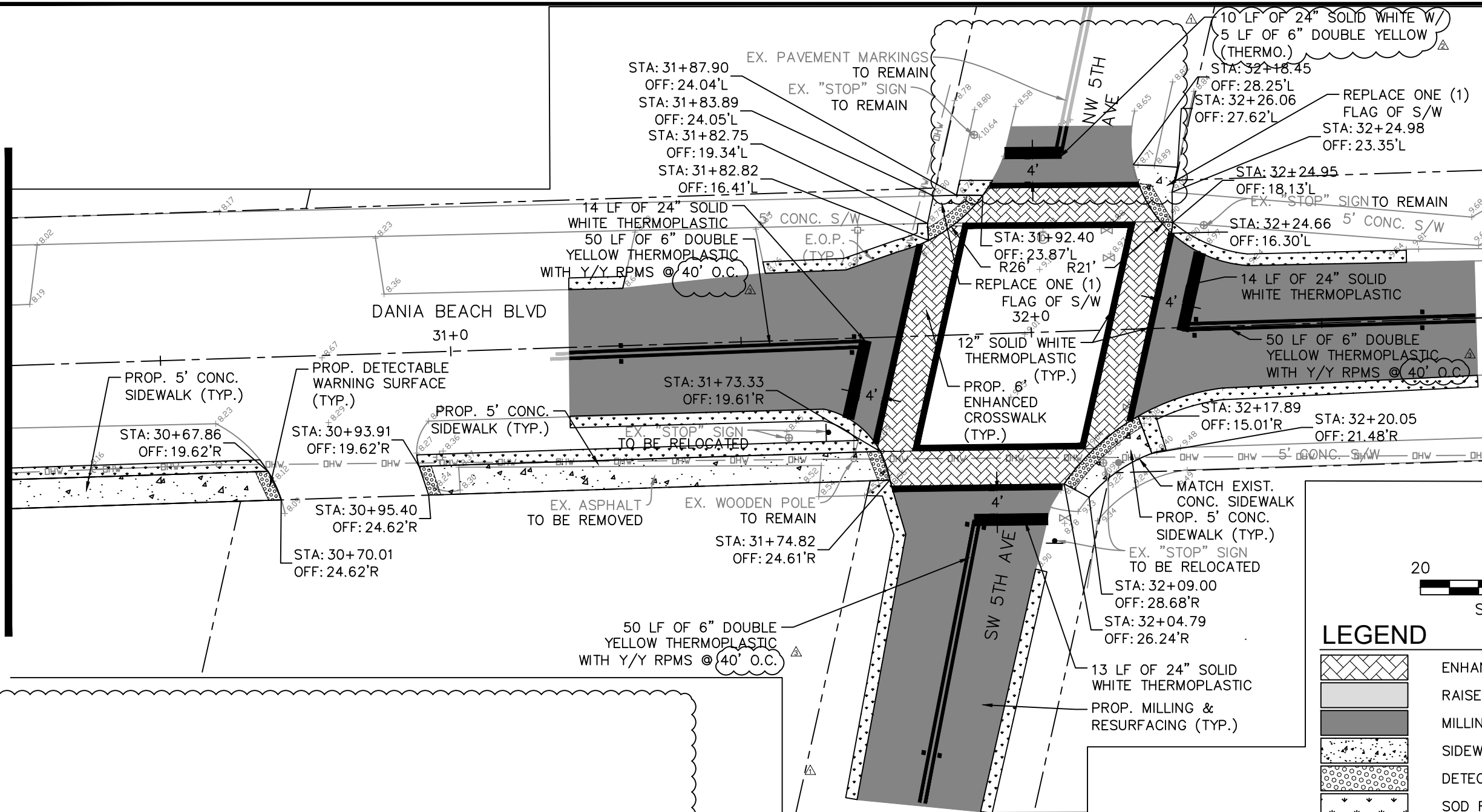
CIVIL ENGINEERING | CONSTRUCTION SERVICES | GEOMATICS
814 S. MILITARY TRAIL, DEERFIELD BEACH, FLORIDA 33442
PHONE: (561) 972-3869 FAX: (561) 972-1178

SCALE: AS SHOWN
DATE: 10/23/19
DRAWN BY: TC
CHECKED BY: DT
DESIGNED BY: TC

C 1.2

DAN TINTNER, P.E.
FL. REGISTRATION NO. - 39656

SEE SHEET C 1.2 FOR CONTINUATION



- ENHANCED CROSSWALK:
1. PATTERNED TEXTURED PAVEMENT OR APPROVED EQUAL.
 2. PATTERN SHALL BE DIAGONAL HERRINGBONE WITH SOLDIER COURSE BORDER.
 3. COLOR: TENTATIVELY CLAY SUBJECT TO CHANGE.

- DETECTABLE WARNING SURFACE:
1. "LIQUID" DETECTABLE WARNING OR APPROVED EQUAL.
 2. COLOR SHALL BE STANDARD YELLOW.

- ADDITIONAL NOTES:
1. CONTRACTOR SHALL COORDINATE WITH FDOT REGARDING PROJECTS 429575.2 (WHICH RUNS NORTH/SOUTH ON US1, EAST OF THIS PROJECT) AND 436544.1 (WHICH RUNS EAST/WEST ALONG GRIFFIN ROAD JUST NORTH OF THIS PROJECT).
 2. CONTRACTOR IS REQUIRED TO MAINTAIN ACCESS TO ALL RESIDENTIAL PROPERTIES AT ALL TIMES. CONTRACTOR SHALL PROVIDE MOT PLANS TO FDOT & ENGINEER OF RECORD.

- NOTES:
1. ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD '88.
 2. ANY DAMAGES INCURRED AS A RESULT OF THE CONSTRUCTION SHALL BE REPAIRED AND/OR REPLACED AT THE EXPENSE OF THE CONTRACTOR (THESE INCLUDE PAVEMENT MARKINGS, SIDEWALK, UTILITIES, SIGNS, ETC.)
 3. ALL PROPOSED ENHANCED CROSSWALKS SHALL BE MILLED ($\frac{3}{4}$ ") AND RESURFACE ($\frac{3}{4}$ ") PRIOR TO INSTALLATION OF PATTERNED PAVEMENT.
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 5. ANY SIGNS/SIGN ASSEMBLIES WILL BE INSTALLED OR RELOCATED AT LEAST FOUR FEET AWAY FROM THE EDGE OF THE PAVEMENT.

BCTED # 190506061

DANIA BEACH
CITYWIDE PEDESTRIAN SAFETY PROJECT
(CRA MULTIMODAL IMPROVEMENTS)

ENGINEERING PLAN - SOUTHEAST



CIVIL ENGINEERING | CONSTRUCTION SERVICES | GEOMATICS
814 S. MILITARY TRAIL, DEERFIELD BEACH, FLORIDA 33442
PHONE: (864) 972-3860 FAX: (864) 972-1178

FILE NO. 170610
CPC AUTH. NO. 00002936

SCALE: AS SHOWN
DATE: 10/23/19
DRAWN BY: TC
CHECKED BY: DT
DESIGNED BY: TC

C 1.3

DAN TINTNER, P.E.
FL. REGISTRATION NO. - 39656

LEGEND

	ENHANCED CROSSWALKS
	RAISED INTERSECTION
	MILLING & RESURFACING
	SIDEWALK IMPROVEMENTS
	DETECTABLE WARNING SURFACE
	SOD REPLACEMENT
	RIGHT-OF-WAY

ENHANCED CROSSWALK:

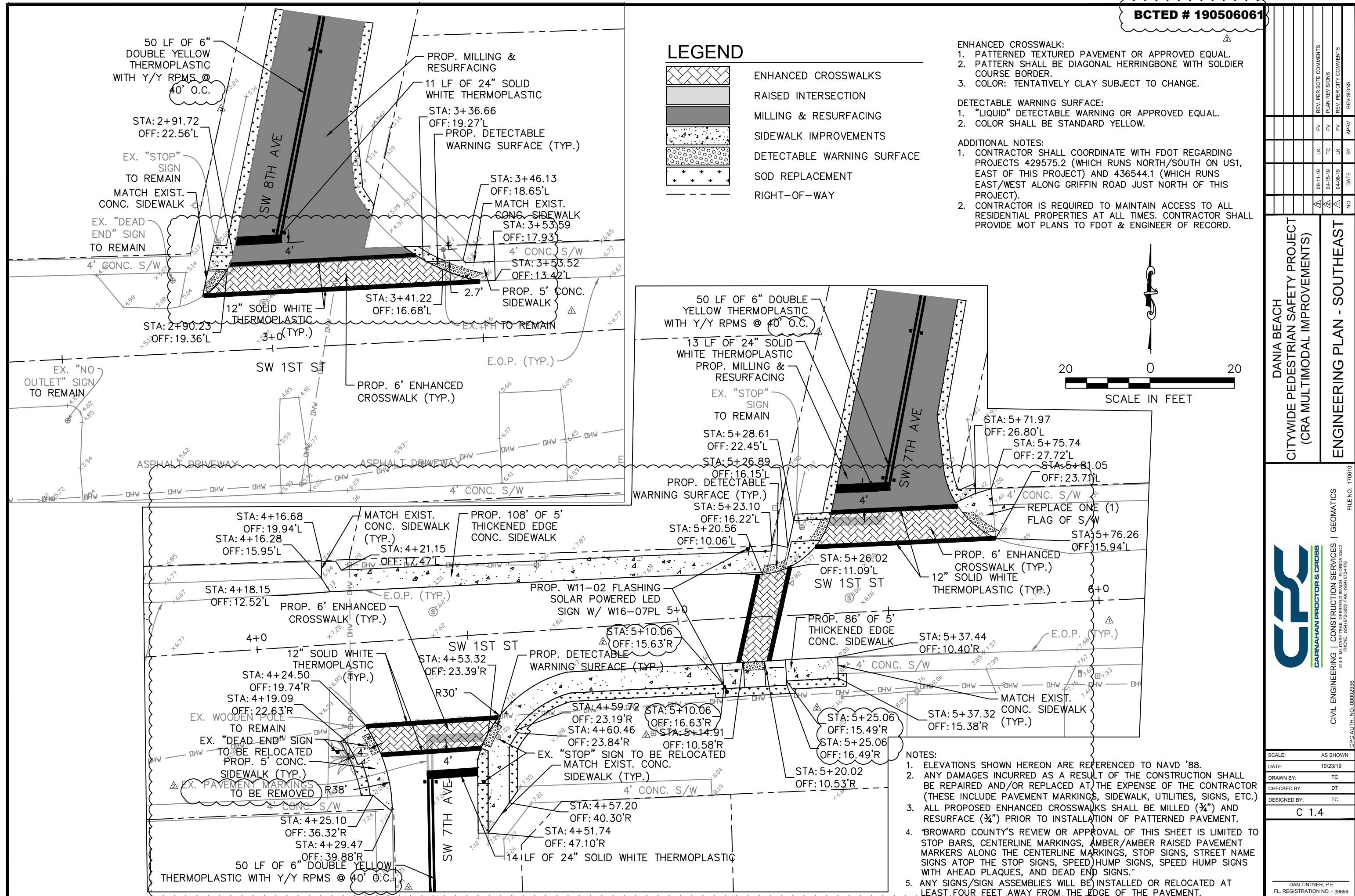
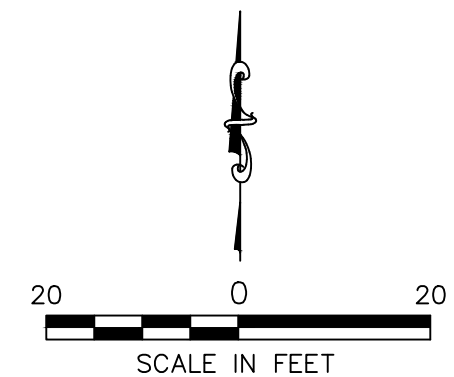
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2. PATTERN SHALL BE DIAGONAL HERRINGBONE WITH SOLDIER COURSE BORDER.
3. COLOR: TENTATIVELY CLAY SUBJECT TO CHANGE.

DETECTABLE WARNING SURFACE:

1. "LIQUID" DETECTABLE WARNING OR APPROVED EQUAL.
2. COLOR SHALL BE STANDARD YELLOW.

ADDITIONAL NOTES:

1. CONTRACTOR SHALL COORDINATE WITH FDOT REGARDING PROJECTS 429575.2 (WHICH RUNS NORTH/SOUTH ON US1, EAST OF THIS PROJECT) AND 436544.1 (WHICH RUNS EAST/WEST ALONG GRIFFIN ROAD JUST NORTH OF THIS PROJECT).
2. CONTRACTOR IS REQUIRED TO MAINTAIN ACCESS TO ALL RESIDENTIAL PROPERTIES AT ALL TIMES. CONTRACTOR SHALL PROVIDE MOT PLANS TO FDOT & ENGINEER OF RECORD.



NOTES:

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DANIA BEACH
CITYWIDE PEDESTRIAN SAFETY PROJECT
(CRA MULTIMODAL IMPROVEMENTS)

ENGINEERING PLAN - SOUTHEAST



CIVIL ENGINEERING | CONSTRUCTION SERVICES | GEOMATICS
814 S. MILITARY TRAIL, DEERFIELD BEACH, FLORIDA 33442
PHONE: (864) 972-3560 FAX: (864) 972-1178

SCALE:	AS SHOWN
DATE:	10/23/19
DRAWN BY:	TC
CHECKED BY:	DT
DESIGNED BY:	TC

C 1.4

ENHANCED CROSSWALK:
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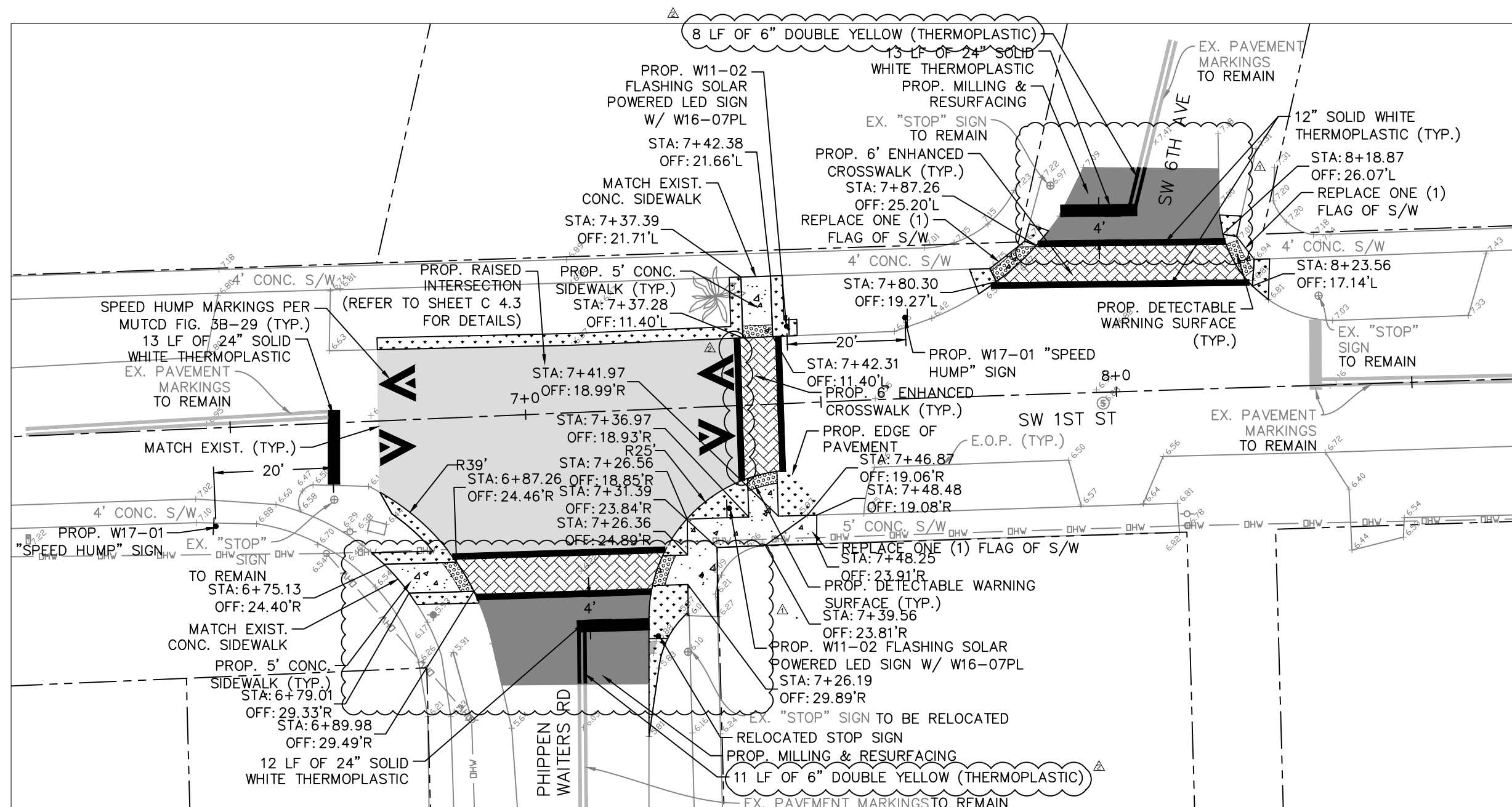
LEGEND

	ENHANCED CROSSWALKS
	RAISED INTERSECTION
	MILLING & RESURFACING
	SIDEWALK IMPROVEMENTS
	DETECTABLE WARNING SURFACE
	SOD REPLACEMENT
	RIGHT-OF-WAY

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BCTED # 190506061



DANIA BEACH
CITYWIDE PEDESTRIAN SAFETY PROJECT
(CRA MULTIMODAL IMPROVEMENTS)

ENGINEERING PLAN - SOUTHEAST



CIVIL ENGINEERING | CONSTRUCTION SERVICES | GEOMATICS
814 S. MILITARY TRAIL, DEERFIELD BEACH, FLORIDA 33442
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C 1.5

DAN TINTNER, P.E.
FL. REGISTRATION NO. - 39656

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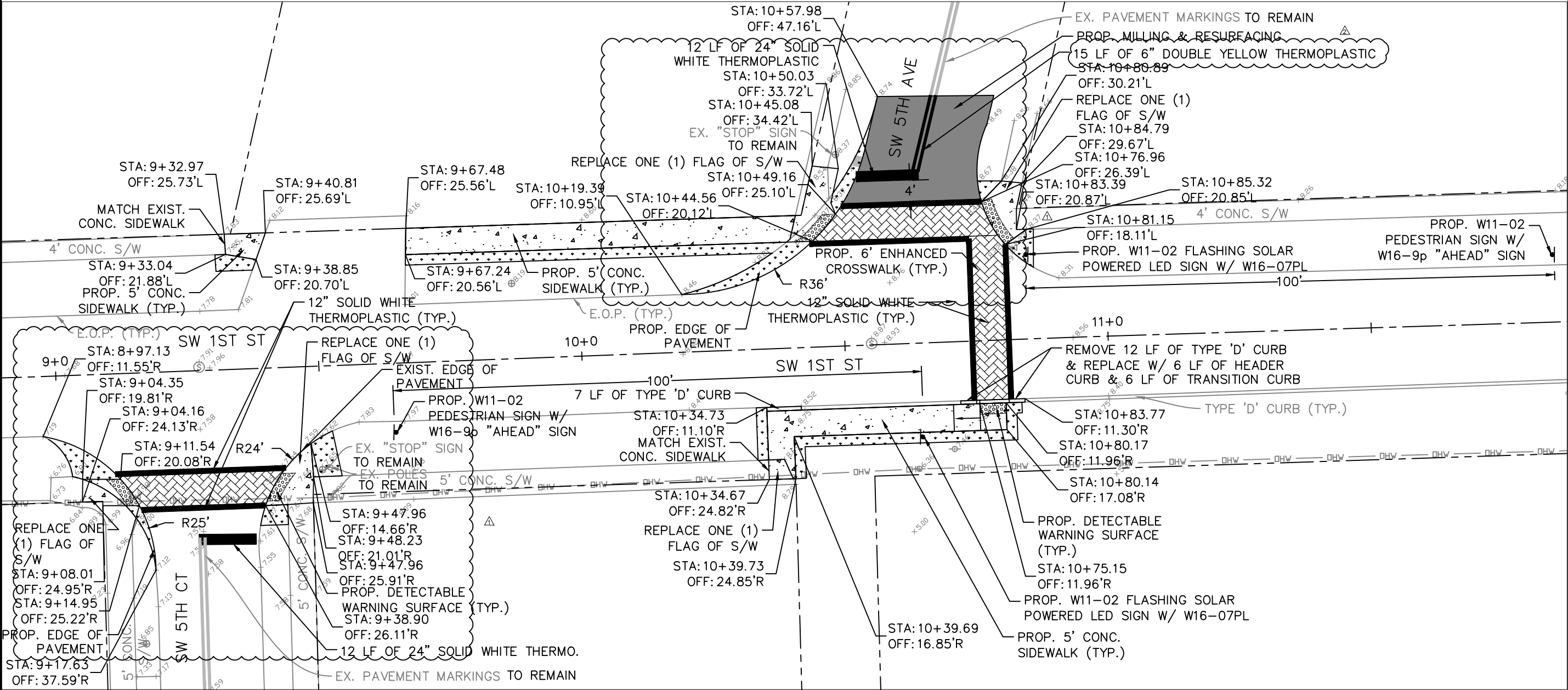
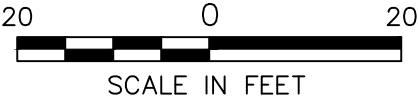
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LEGEND

	ENHANCED CROSSWALKS
	RAISED INTERSECTION
	MILLING & RESURFACING
	SIDEWALK IMPROVEMENTS
	DETECTABLE WARNING SURFACE
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BCTED # 190506061



DANIA BEACH
CITYWIDE PEDESTRIAN SAFETY PROJECT
(CRA MULTIMODAL IMPROVEMENTS)

ENGINEERING PLAN - SOUTHEAST

CIVIL ENGINEERING | CONSTRUCTION SERVICES | GEOMATICS
814 S. MILITARY TRAIL, DEERFIELD BEACH, FLORIDA 33442
PHONE: (864) 972-2860 FAX: (864) 972-1178

SCALE:	AS SHOWN
DATE:	10/23/19
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DESIGNED BY:	TC
C 1.6	

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 5. ANY SIGNS/SIGN ASSEMBLIES WILL BE INSTALLED OR RELOCATED AT LEAST FOUR FEET AWAY FROM THE EDGE OF THE PAVEMENT.

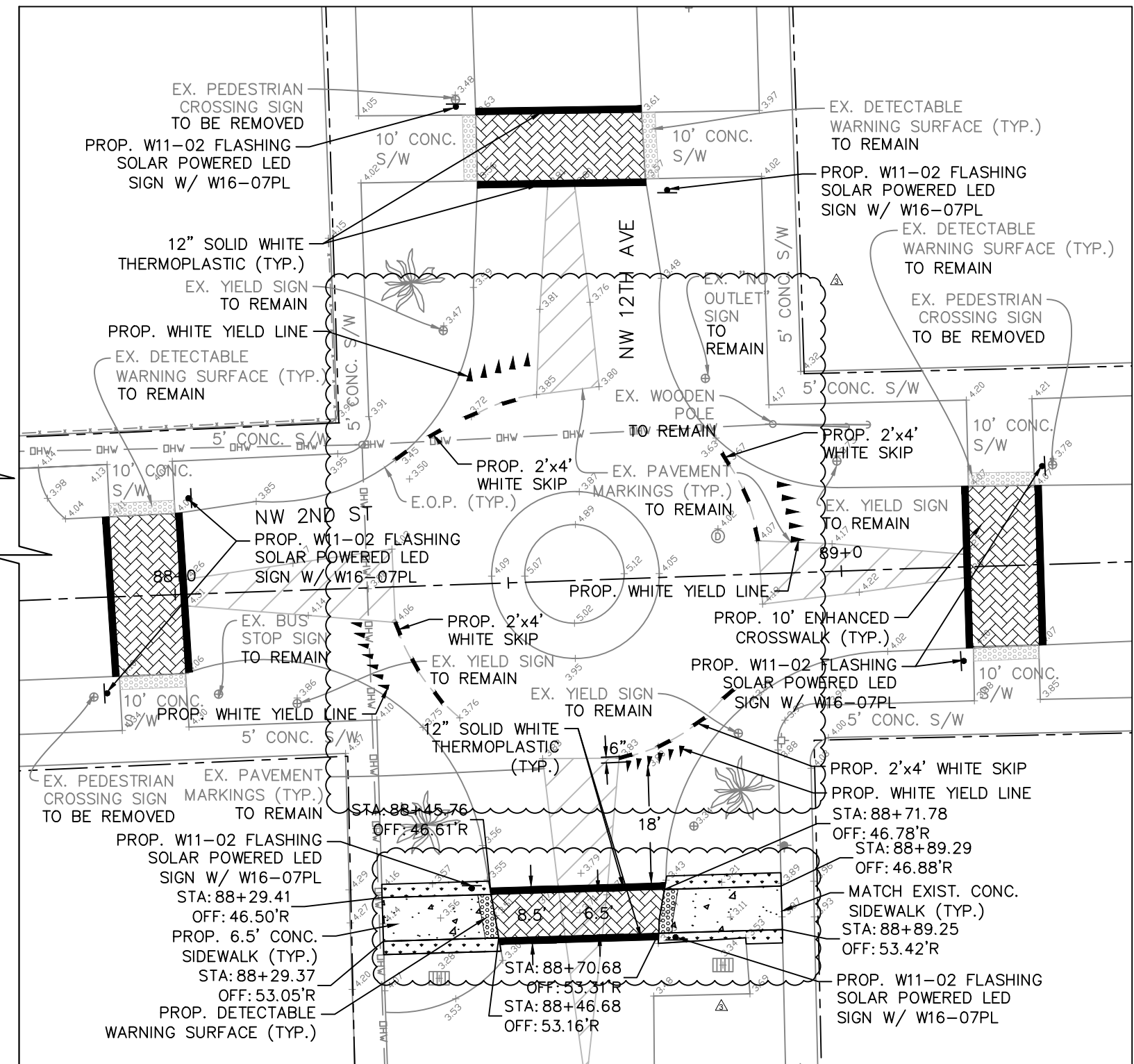
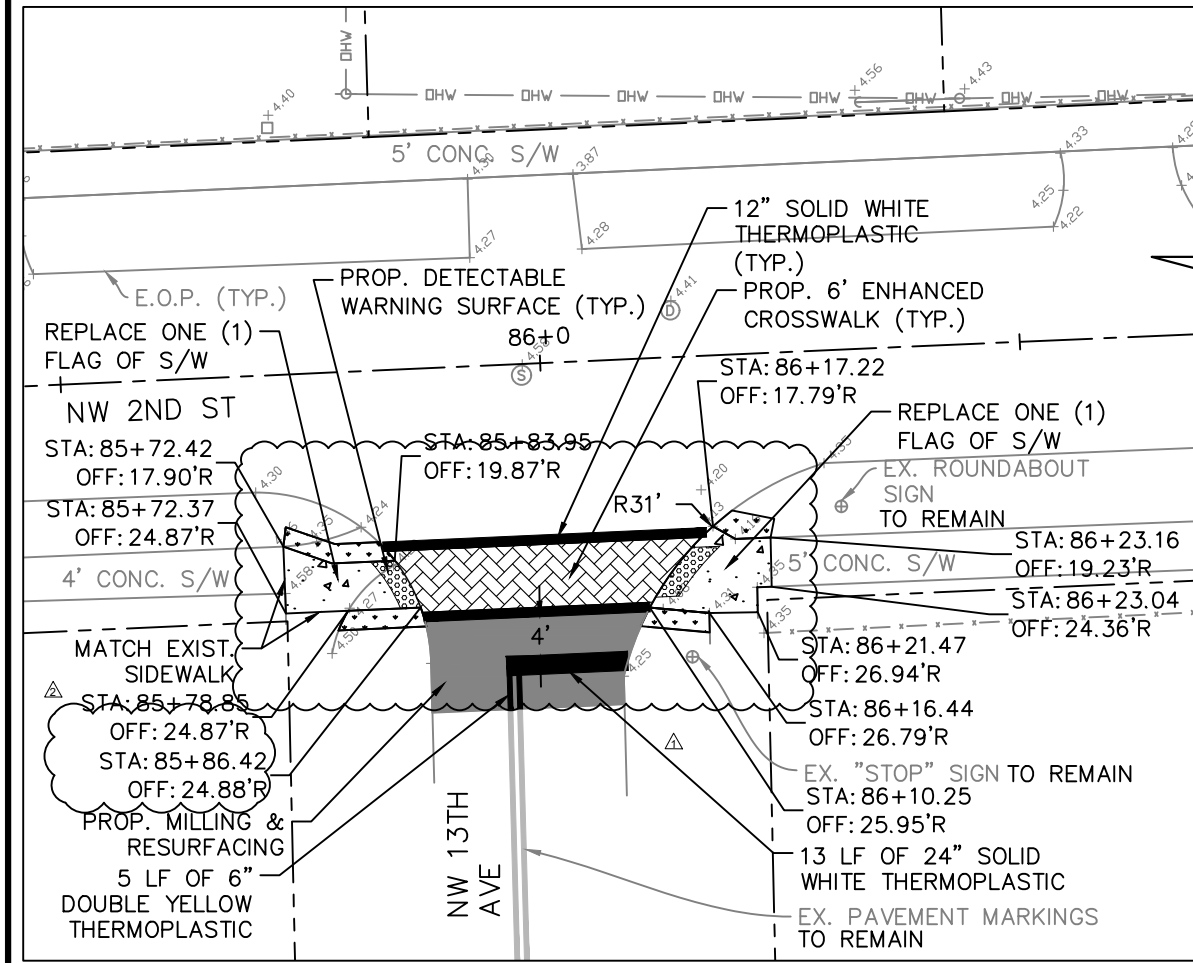
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LEGEND

- ENHANCED CROSSWALKS
- RAISED INTERSECTION
- MILLING & RESURFACING
- SIDEWALK IMPROVEMENTS
- DETECTABLE WARNING SURFACE
- SOD REPLACEMENT
- RIGHT-OF-WAY



DANIA BEACH
CITYWIDE PEDESTRIAN SAFETY PROJECT
(CRA MULTIMODAL IMPROVEMENTS)

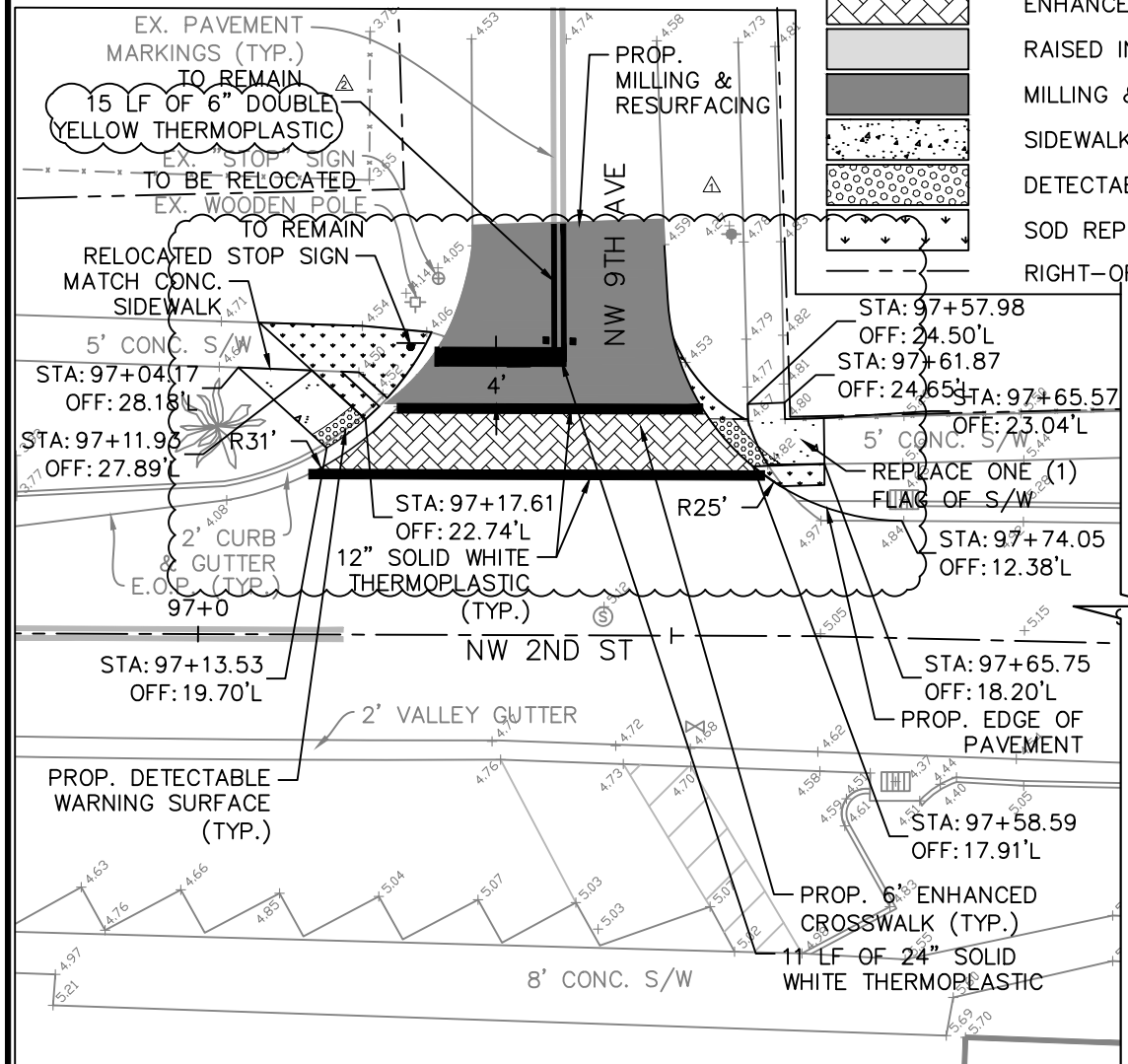
ENGINEERING PLAN - NORTHWEST



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814 S. MILITARY TRAIL, DEERFIELD BEACH, FLORIDA 33442
PHONE: (864) 972-3860 FAX: (864) 972-1178

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C 2.2



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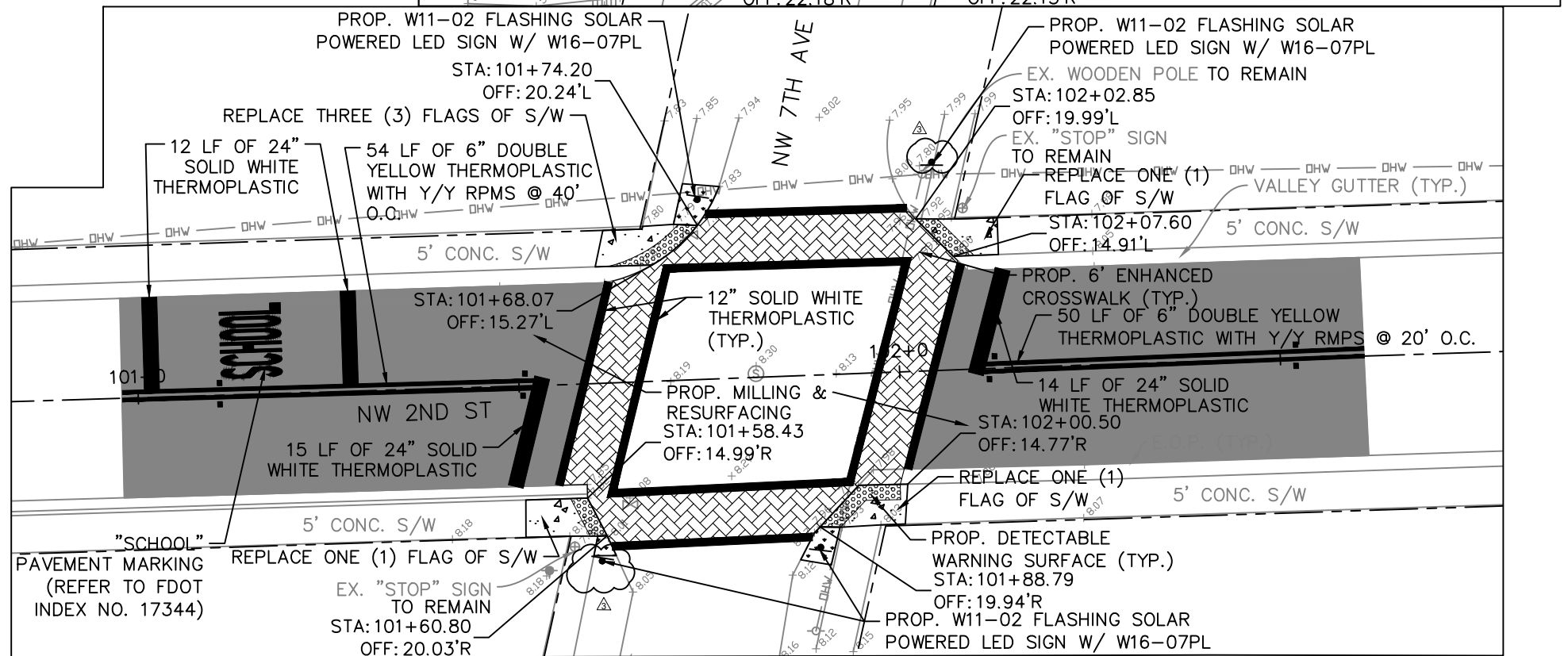
A scale bar labeled "SCALE IN FEET" is shown. It has markings at 20, 0, and 20.

ENGINEERING PLAN - NORTHEAST



CARNAHAN PROCTOR & CROSS

N TINTNER, P.E.
ISTRATION NO. - 39656



GENERAL NOTES:

1) UNLESS OTHERWISE NOTED IN THE TECHNICAL SPECIFICATIONS, INSTALLATION, ACCEPTANCE, AND PAYMENT FOR ALL ITEMS REQUIRED IN THESE PLANS SHALL BE IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING: MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2009, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (STANDARD SPECIFICATIONS), FLORIDA GREENBOOK 2013, FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (STANDARD INDEXES) 2017, BROWARD COUNTY MINIMUM STANDARDS, BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS AND SPECIFICATIONS, AND ANY OR ALL BROWARD COUNTY TRAFFIC ENGINEERING REQUIREMENTS THAT MEET OR EXCEED THOSE FOUND IN THE ABOVE REFERENCED DOCUMENTS.

2) EXISTING DAMAGED STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.

3) SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES EXTEND INTO STABILIZED PORTION OF THE ROAD BED AND EXTREME CAUTION WILL BE NECESSARY IN STABILIZATION OPERATIONS AT THESE LOCATIONS.

4) THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

5) EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.

6) ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE CITY OF DANIA BEACH, WITHOUT DELAY, BY TELEPHONE.

7) EXISTING DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO REMAIN AT THE SAME LOCATION AND WIDTH, UNLESS OTHERWISE SHOWN IN THE PLANS.

8) EXISTING LIGHTING SYSTEM WITHIN THE PROJECT LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED IN THE LIGHTING PLANS.

9) ALL UTILITY MANHOLES, VALVE COVERS, HAND HOLES, TRAFFIC CONTROL BOXES, ETC. ARE TO BE ADJUSTED BY THE CONTRACTOR TO MATCH THE PROPOSED GRADE. COST OF SAID ADJUSTMENTS SHALL BE INCIDENTAL TO THE COST OF THE CONTRACT.

10) UPON RECEIPT OF NOTICE OF AWARD, THE CONTRACTOR SHALL ARRANGE A PRE-CONSTRUCTION MEETING TO INCLUDE THE CITY OF DANIA BEACH ENGINEERING DEPARTMENT, FDOT, THE ENGINEER, AND THE CONTRACTOR AFTER OBTAINING A CONSTRUCTION PERMIT FROM THE ENGINEERING DEPARTMENT. NO CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN SECURED AND THE CONTRACTOR HAS BEEN ISSUED A NOTICE TO PROCEED.

11) THE CONTRACTOR SHALL OBTAIN A "SUNSHINE" CERTIFICATION NUMBER AT LEAST 2 BUSINESS DAY PRIOR TO BEGINNING ANY EXCAVATION.

12) PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION AND MATERIAL OF ALL EXISTING UTILITIES. COST IS INCIDENTAL TO COST OF THE CONTRACT.

13) THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING UTILITIES FOR WHICH THE CONTRACTOR FAILS TO REQUEST LOCATIONS FROM THE UTILITIES OWNERS. THE CONTRACTOR SHALL BE RESPONSIBLE AS WELL FOR DAMAGE TO ANY EXISTING UTILITIES WHICH ARE PROPERLY LOCATED. THE CONTRACTOR SHALL REPAIR ANY DAMAGED UTILITY AT NO ADDITIONAL COST TO THE OWNER.

14) IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS, THE CONTRACTOR SHOULD IMMEDIATELY NOTIFY THE ENGINEER, WHO WILL IN TURN NOTIFY THE CITY OF DANIA BEACH.

15) ALL EXISTING PIPES SHALL BE DESILTED. THE CONTRACTOR SHALL KEEP ALL DRAINAGE PIPES AND STRUCTURES IN WORKING CONDITION THROUGHOUT CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR CLEANING OF ALL EXISTING DRAINAGE SYSTEM AFFECTED BY THE CONSTRUCTION WITHIN THE RIGHT OF WAY UPON COMPLETION OF THE PROJECT.

16) ALL WORK FOR THIS PROJECT WILL BE COMPLETED WITHIN AND FROM THE EXISTING RIGHT OF WAY.

17) BUS STOP RELATED MODIFICATIONS/NOTIFICATIONS SHALL BE COORDINATED WITH BROWARD COUNTY TRANSIT DIVISION (MS. ARETHIA

DOUGLAS AT 954 357 8375, ACDOUGHLAS@BROWARD.ORG)

18) ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL BE STRICTLY OBSERVED.

TEMPORARY FACILITIES

TEMPORARY UTILITIES

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY TO HIS EMPLOYEE AND SUBCONTRACTORS FOR THEIR USE DURING CONSTRUCTION.
2. OBTAIN CONSTRUCTION METER FOR ALL WATER USED ON JOB. ALL WATER USED FOR CLEANING, TESTING, ETC. WILL BE PAID FOR BY THE CONTRACTOR. IF WATER CAN NOT BE METERED THEN IT WILL BE CALCULATED.

TEMPORARY TRAFFIC CONTROL PLANS (TTCP)

1. THE CONTRACTOR WILL BE REQUIRED TO SUBMIT TTCP FOR ALL PHASES OF THE PROJECT. FDOT STANDARD INDEX 601 TO 608 CAN BE USED AND MODIFIED ACCORDING TO THE PROJECT NEEDS IN ACCORDANCE TO THE LATEST VERSION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). THE CITY OF DANIA LAP ENGINEER OR HIS/HER DESIGNEE MUST APPROVE THE TTCP BEFORE CONSTRUCTION BEGINS.
2. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL ALSO BE IN ACCORDANCE WITH THE MUTCD AND BCTED.
3. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
4. NO TRENCHES OR HOLES NEAR WALKWAYS OR IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION OF THE CITY OF DANIA BEACH.

INSPECTIONS

THE CONTRACTOR SHALL NOTIFY THE CITY OF DANIA BEACH ENGINEERING DIVISION AND THE ENGINEER OF RECORD AT LEAST 24 HOURS TO THE INSPECTION OF THE FOLLOWING ITEMS:

1. SUBGRADE; SUBMIT AND HAVE APPROVED DENSITIES PRIOR TO PLACEMENT OF ROCK.
2. LIMEROCK BASE; SUBMIT AND HAVE APPROVED DENSITIES AND AS-BUILTS PRIOR TO THE PLACEMENT OF ASPHALT.
3. ASPHALTIC CONCRETE.
4. FINAL

SHOP DRAWINGS

- A. PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT, A MATERIAL LIST SHALL BE SUBMITTED TO AND REVIEWED BY THE ENGINEER OF RECORD AND THE CITY OF DANIA BEACH FOR DRAINAGE STRUCTURES, PIPES AND APPURTENANCES.
- B. ANY PRODUCT THAT IS NOT ON THIS LIST MUST BE APPROVED IN ADVANCE BY THE ENGINEER OF RECORD AND THE CITY OF DANIA BEACH ENGINEERING DIVISION. SUCH APPROVAL REQUIRES THE SUBMISSION OF A SHOP DRAWING (SIX COPIES) FOR EACH PRODUCT. SHOP DRAWINGS WILL ALSO BE REQUIRED FOR ALL NON-STANDARD ITEMS.
- C. INDIVIDUAL SHOP DRAWINGS FOR ALL PRECAST STRUCTURES ARE REQUIRED. CATALOGUE LITERATURE WILL NOT BE ACCEPTED FOR PRECAST STRUCTURES.

EARTHWORK AND COMPACTION

A. GENERAL

1. NONE OF THE EXISTING MATERIAL IS TO BE INCORPORATED IN THE LIMEROCK BASE.
2. ALL SUBGRADE UNDER PAVED AREAS SHALL HAVE A MINIMUM LBR VALUE OF 40 AND SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
3. ALL FILL MATERIAL IN AREAS NOT TO BE PAVED SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
4. A 2" BLANKET OF TOP SOIL SHALL BE PLACED OVER ALL AREAS TO BE SODDED.
5. SOD SHALL BE ST. AUGUSTINE, BITTER BLUE OR FLORATAM AND SHALL BE PLACED ON THE GRADED TOP SOIL AND WATERED TO INSURE SATISFACTORY CONDITION UPON FINAL ACCEPTANCE OF THE

PROJECT.

6. WHEN WORKING IN AND AROUND EXISTING DRAINAGE CANALS OR LAKES, APPROPRIATE SILT BARRIERS SHALL BE INSTALLED.

B. ON-SITE

1. ALL ORGANIC AND OTHER UNSUITABLE MATERIAL WITHIN THREE FEET OF AREAS TO BE PAVED SHALL BE REMOVED.
2. SUITABLE BACKFILL SHALL BE MINIMUM LBR 40 MATERIAL COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 FOR THREE (3) FEET BEYOND THE PERIMETER OF THE PAVING.

PAVING

A. GENERAL

1. ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO THE CONSTRUCTION OF LIMEROCK BASE AND PRIOR TO PLACEMENT OF THE PAVEMENT.
2. ALL EXISTING PAVEMENT CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
3. WHERE PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT.
4. ALL STREET CORNER PAVEMENT RADII SHALL BE 25 FEET UNLESS OTHERWISE NOTED ON THE PLANS.
5. UPON COMPLETION OF DRAINAGE IMPROVEMENTS AND LIMEROCK BASE CONSTRUCTION (AND BEFORE PLACING ASPHALT PAVEMENT) THE CONTRACTOR SHALL FURNISH THE ENGINEER OF RECORD AND THE CITY DANIA BEACH "AS-BUILT" PLANS FOR THESE IMPROVEMENTS, SHOWING THE LOCATIONS AND THE PERTINENT GRADES OF ALL DRAINAGE INSTALLATIONS AND THE FINISHED ROCK GRADES OF THE ROAD CROWN AND EDGE OF PAVEMENT AT 50 FEET INTERVALS. THESE "AS-BUILTS" SHALL BE APPROVED BY THE CITY PRIOR TO THE PLACEMENT OF ASPHALT.

B. MATERIALS

1. BASE COURSE SHALL BE CRUSHED LIMEROCK MIAMI OOLITE WITH A MINIMUM OF 70% CARBONATES OF CALCIUM AND MAGNESIUM (60% FOR LOCAL STREETS AND PARKING AREAS) AND A MINIMUM LIMEROCK BEARING RATIO 100.
2. PRIME COAT AND TACK COAT SHALL MEET F.D.O.T. STANDARDS.
3. SURFACE COURSE SHALL BE EQUAL TO F.D.O.T. TYPE S-III (TYPE SP-9.5) ASPHALT.
4. REINFORCED CONCRETE SLABS SHALL BE CONSTRUCTED OF CLASS I CONCRETE WITH A MINIMUM STRENGTH OF 3,000 PSI AND SHALL BE REINFORCED WITH A 6"x6" NO. 6 GAUGE WIRE MESH.

C. INSTALLATION

1. LIMEROCK BASE MATERIAL SHALL BE 8 INCHES THICK AND SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
2. LIMEROCK BASE MATERIAL SHALL BE PLACED IN MAXIMUM 6" LIFTS. BASES GREATER THAN 6" SHALL BE PLACED IN TWO OR MORE EQUAL LIFTS.
3. ASPHALTIC CONCRETE SHALL BE A MINIMUM OF 3/4" THICK AND SHALL BE PLACED IN ONE LIFT, UNLESS OTHERWISE STATED ON THE PLANS.
4. PRIME COAT SHALL BE PLACED ON ALL LIMEROCK BASES IN ACCORDANCE WITH F.D.O.T. STANDARDS.
5. TACK COAT SHALL BE PLACED AS REQUIRED IN ACCORDANCE WITH F.D.O.T. STANDARDS.

D. TESTING

- ALL SUBGRADE, LIMEROCK AND ASPHALT TESTS REQUIRED SHALL BE TAKEN AT THE DIRECTION OF THE ENGINEER AND/OR THE CITY OF DANIA BEACH.
1. THE FINISHED SURFACE OF THE BASE COURSE AND THAT OF THE WEARING SURFACE SHALL NOT VARY MORE THAN 1/4" FROM THE TEMPLATE. ANY IRREGULARITIES EXCEEDING THIS LIMIT SHALL BE CORRECTED.
 2. DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY, CERTIFIED BY THE STATE OF FLORIDA, AND TAKEN AS DIRECTED BY THE ENGINEER AND THE CITY OF DANIA BEACH.
 3. ALL TESTING COSTS (PAVING) SHALL BE PAID FOR BY THE OWNER EXCEPT THOSE TESTS FAILING TO MEET THE SPECIFIED REQUIREMENTS, WHICH ARE TO BE PAID BY THE CONTRACTOR.

BCTED # 190506061

DANIA BEACH
CITYWIDE PEDESTRIAN SAFETY PROJECT
(CRA MULTIMODAL IMPROVEMENTS)

GENERAL NOTES, SPECIFICATIONS
& TTCP REQUIREMENTS



CIVIL ENGINEERING | CONSTRUCTION SERVICES | GEOMATICS
814 S. MILITARY TRAIL, DEERFIELD BEACH, FLORIDA 33442
PHONE: (864) 972-3860 FAX: (864) 972-1178

SCALE: AS SHOWN
DATE: 10/23/19
DRAWN BY: TC
CHECKED BY: DT
DESIGNED BY: TC

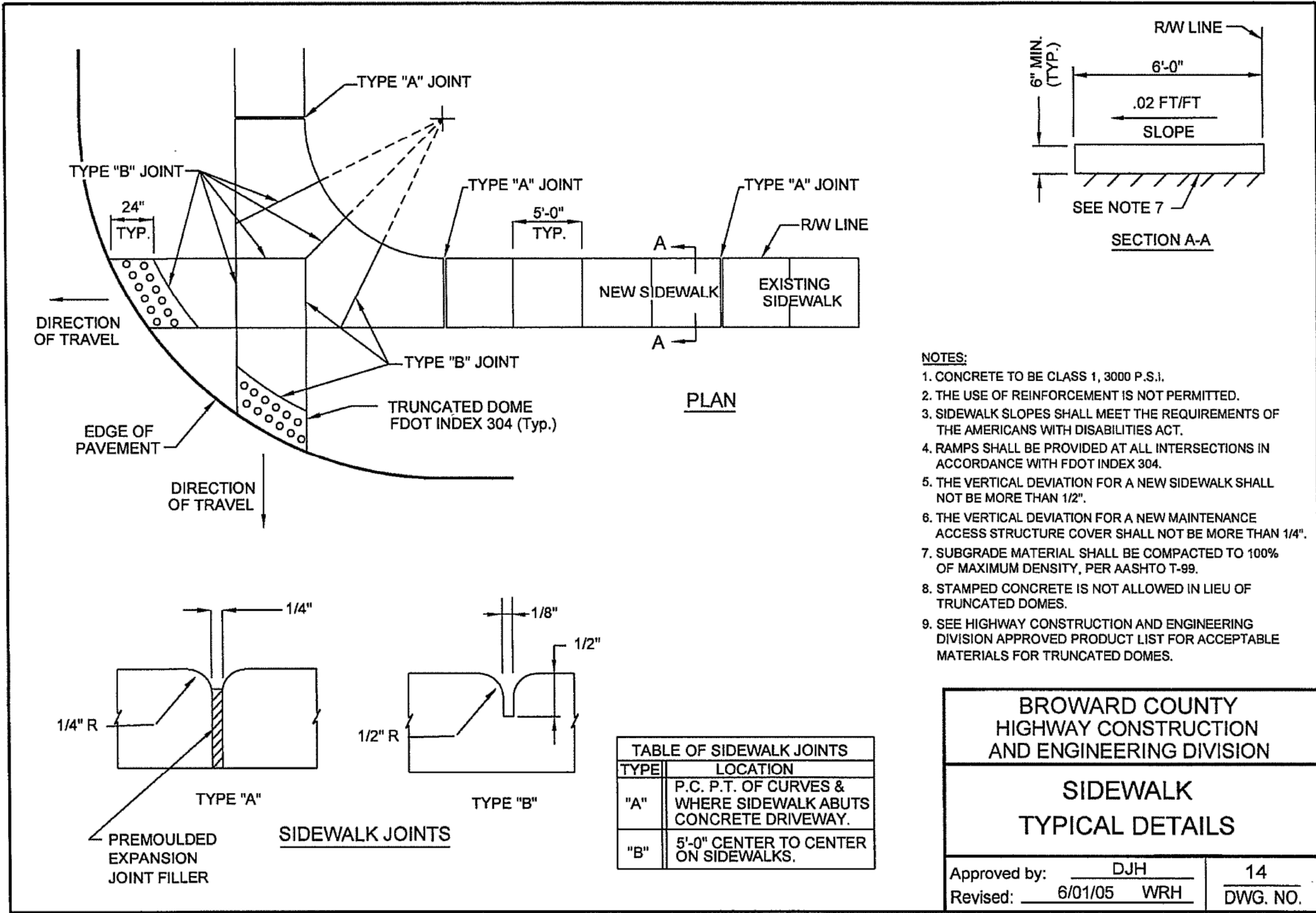
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UNIDENTIFIED AREAS OF CONTAMINATION

SHOULD CONSTRUCTION ACTIVITIES UNCOVER ANY ARCHAEOLOGICAL MATERIAL, THAT ACTIVITY IN THE IMMEDIATE AREA MUST BE STOPPED WHILE A PROFESSIONAL ARCHAEOLOGIST EVALUATES THE MATERIAL. IF HUMAN REMAINS ARE FOUND DURING CONSTRUCTION OR MAINTENANCE ACTIVITIES, CHAPTER 872.05, F.S. APPLIES AND THE TREATMENT OF HUMAN REMAINS WILL CONFORM TO CHAPTER 3 OF THE FDOT CRM HANDBOOK, SECTION 7-1.6 OF THE FDOT'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, STIPULATION XI OF THE SECTION 106 PROGRAMMATIC AGREEMENT, WHICH REQUIRE THAT ALL WORK CEASE IMMEDIATELY IN THE AREA OF THE HUMAN REMAINS. CHAPTER 872.05 STATES THAT, WHEN HUMAN REMAINS ARE ENCOUNTERED, ALL ACTIVITY THAT MIGHT DISTURB THE REMAINS SHALL CEASE AND MAY NOT RESUME UNTIL AUTHORIZED BY THE DISTRICT MEDICAL EXAMINER OR THE STATE ARCHAEOLOGIST.

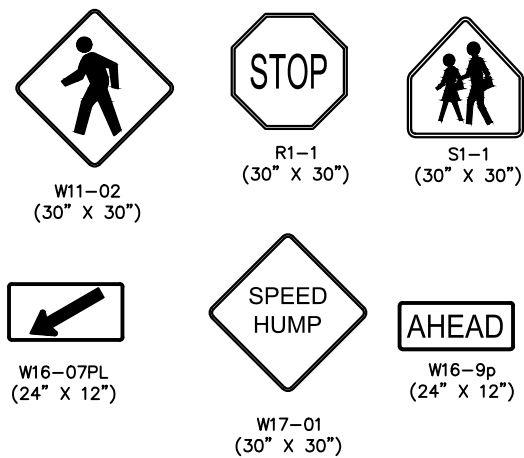
1. THE SAFE WALK ROUTE FOR ALL SCHOOL STUDENTS WITHIN THE VICINITY OF THE CONSTRUCTION ZONE SHALL BE MAINTAINED DURING STUDENT ARRIVAL AND DISMISSAL TIMES. IF THE CURRENT WALKING SURFACE CANNOT BE MAINTAINED, THEN A TEMPORARY WALKABLE SURFACE SHALL BE CREATED. THE SAFE WALK ROUTE SHALL BE SEPARATED FROM THE CONSTRUCTION ACTIVITY DURING THE ENTIRE LENGTH OF THE PROJECT ENCOMPASSING THE ENTIRE WALK ROUTE WITH PROPER PEDESTRIAN OPENINGS AT DESIGNATED CROSSINGS IN COMPLIANCE WITH FDOT DESIGN STANDARDS INDEX NO. 600 AS WELL AS

- THE CONTRACTOR SHALL COORDINATE SELECTION AND REVIEW OF ANY PROPOSED STAGING AREAS ASSOCIATED WITH THIS PROJECT WITH THE CITY OF DANIA BEACH STAFF AT 954-924-6808. NO STAGING WILL TAKE PLACE WITHIN PARKS, SCHOOLS, OR WETLAND/NATURAL AREAS INCLUDING THE BANKS OF THE HOLLYWOOD (C-10) CANAL.

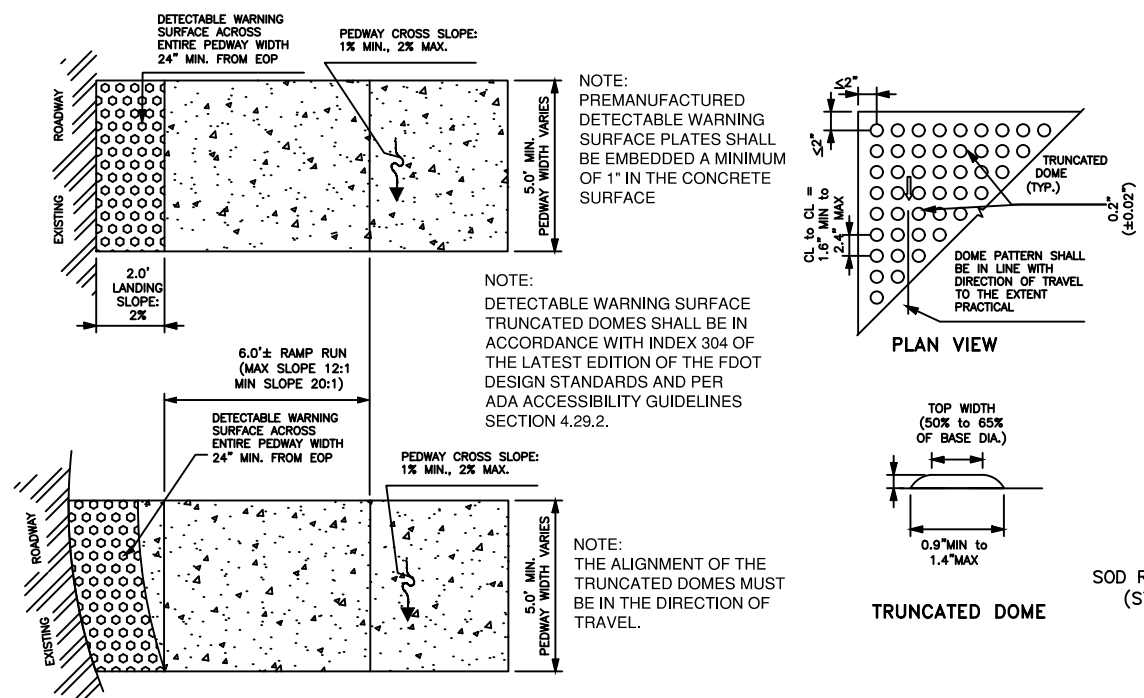


SIDEWALK TYPICAL DETAILS
NTS

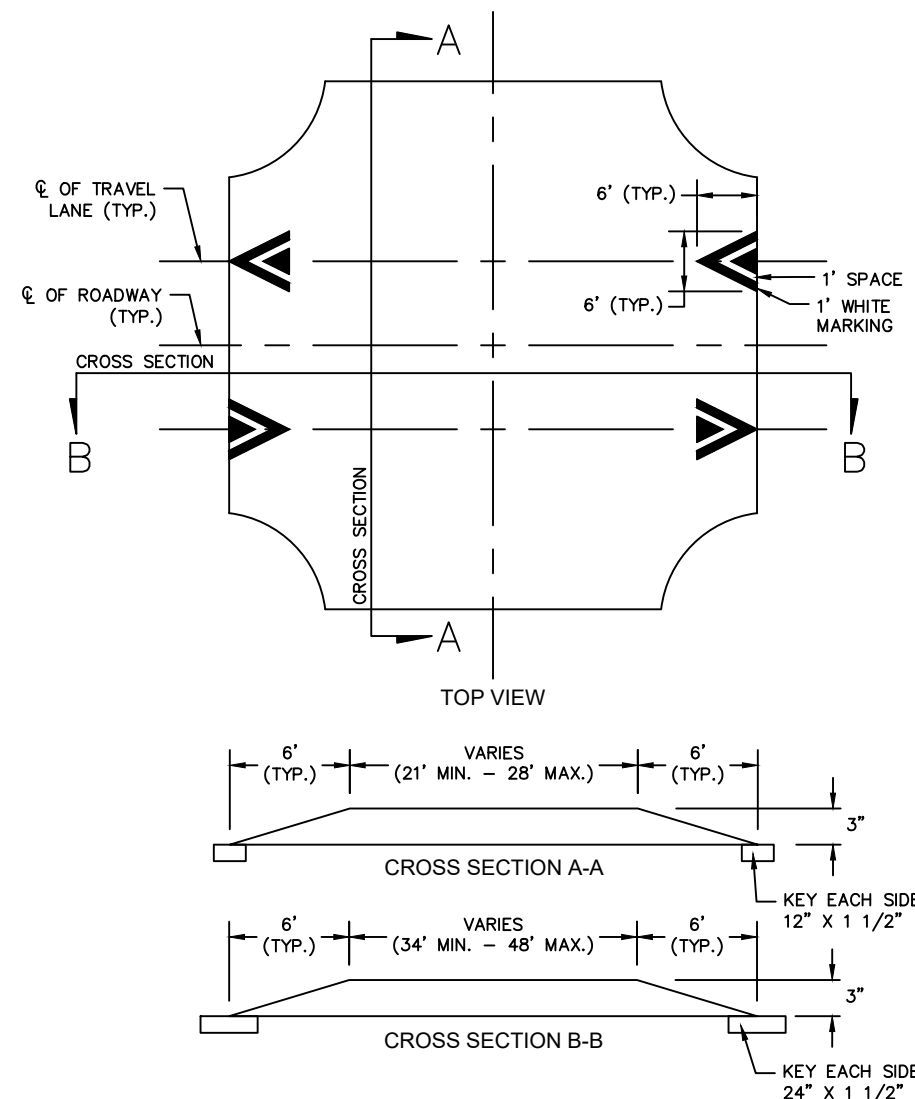
CITYWIDE PEDESTRIAN SAFETY PROJECT (CRA MULTIMODAL IMPROVEMENTS)		ENGINEERING DETAILS	
NO.	DATE	BY	APPROV.
08-11-19		LK	
FILE NO. 170610			
CIVIL ENGINEERING CONSTRUCTION SERVICES GEOMATICS 814 S. MILITARY TRAIL, DEERFIELD BEACH, FLORIDA 33442 PHONE: (864) 972-3860 FAX: (864) 972-1178			
CARNAHAN PROCTOR & CROSS			
SCALE: AS SHOWN			
DATE: 10/23/19			
DRAWN BY: TC			
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DESIGNED BY: TC			
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DAN TINTNER, P.E. FL. REGISTRATION NO. - 39656			



SIGN DETAILS
NTS

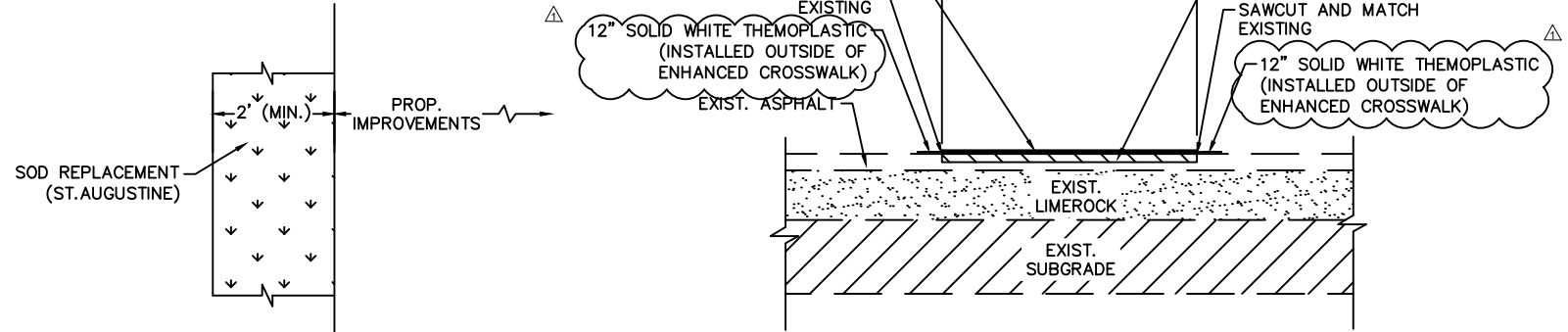


HANDICAP RAMP DETECTABLE
WARNING DETAIL
NTS



TYPICAL RAISED INTERSECTION DETAIL
NTS

- NOTES:
1. RAISED INTERSECTION SHALL BE TWENTY-FOUR (24) FEET IN LENGTH FOR THE WIDTH OF THE ROADWAY (TYPICALLY TWENTY-FOUR (24) FEET), WITH THE FOLLOWING CHARACTERISTICS:
 - a. HEIGHT OF THREE (3) INCHES
 - b. TWENTY-FOUR (24) FOOT FLAT TOP
 - c. 6 FOOT TRANSITIONS ON BOTH THE NEAR & FAR SIDES
 - d. WHEN APPLICABLE, EIGHTEEN (18) INCH TRANSITIONS ON BOTH CURB SIDES
 2. KEY CUT TWENTY-FOUR (24) INCHES ON BOTH NEAR & FAR SIDES WITH TWELVE (12) INCHES NEXT TO RAISED INTERSECTION AND TWELVE (12) INCHES UNDERNEATH, FOR A DEPTH OF ONE AND A HALF (1 1/2) INCHES.
 3. WHEN APPLICABLE, KEY CUT TWELVE (12) INCHES ON BOTH CURB SIDE EDGES, UNDERNEATH THE RAISED INTERSECTION, FOR A DEPTH OF ONE AND A HALF (1 1/2) INCHES.
 4. PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
 - a. FOR DIRECTION OF TRAVEL, INSTALL TWO (2) CHEVRONS, ONE (1) FOOT WHITE PAVEMENT MARKING, SPACED ONE (1) FOOT APART FOR A LENGTH OF SIX (6) FEET CENTERED ON TRAVEL LANE, PLACED ON TRANSITION ONLY.
 - b. SIX (6) INCH WHITE THERMOPLASTIC EDGE LINE TO BE REPLACED ALONG SIDE OF THE RAISED INTERSECTION, IF THIS EDGE LINE PREVIOUSLY EXISTED.
- OTHER INFORMATION:
1. ALL RAISED INTERSECTIONS SHALL BE INSTALLED IN TWO (2) LIFTS OF 1 1/2" TYPE S-III (SP-9.5) ASPHALT.
 2. TACK COAT TO BE APPLIED PRIOR TO LAYING THE ASPHALT.
 3. AN APPROVED MAINTENANCE OF TRAFFIC PLAN SHALL BE ESTABLISHED FOR EACH RAISED INTERSECTION INSTALLATION.
 4. INSTALLATION SHALL BE IN COMPLIANCE WITH THE FDOT STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).

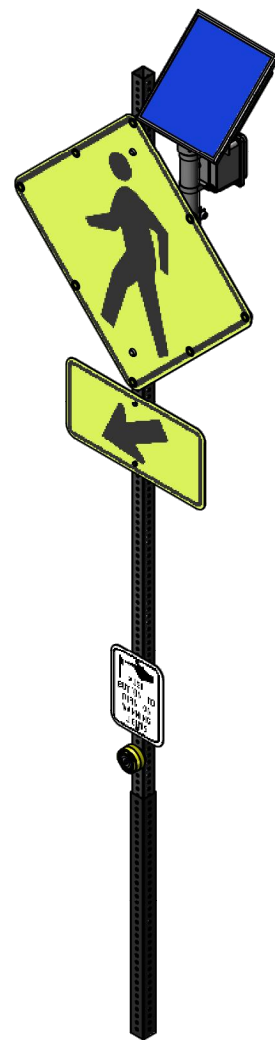
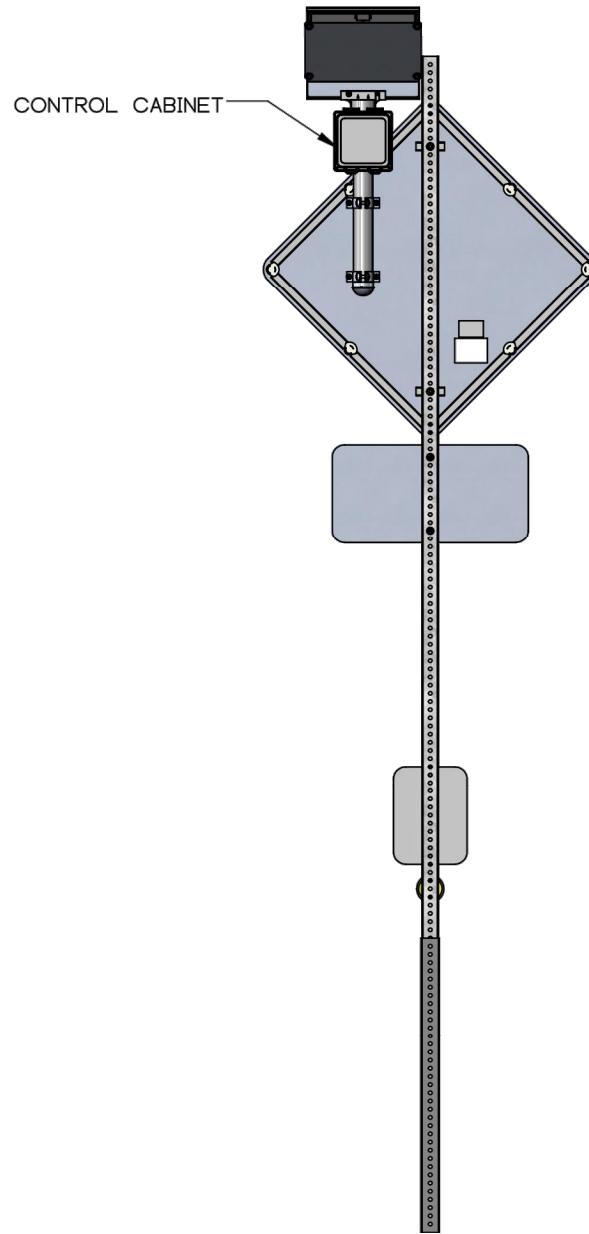
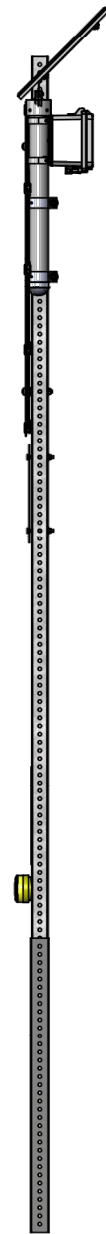
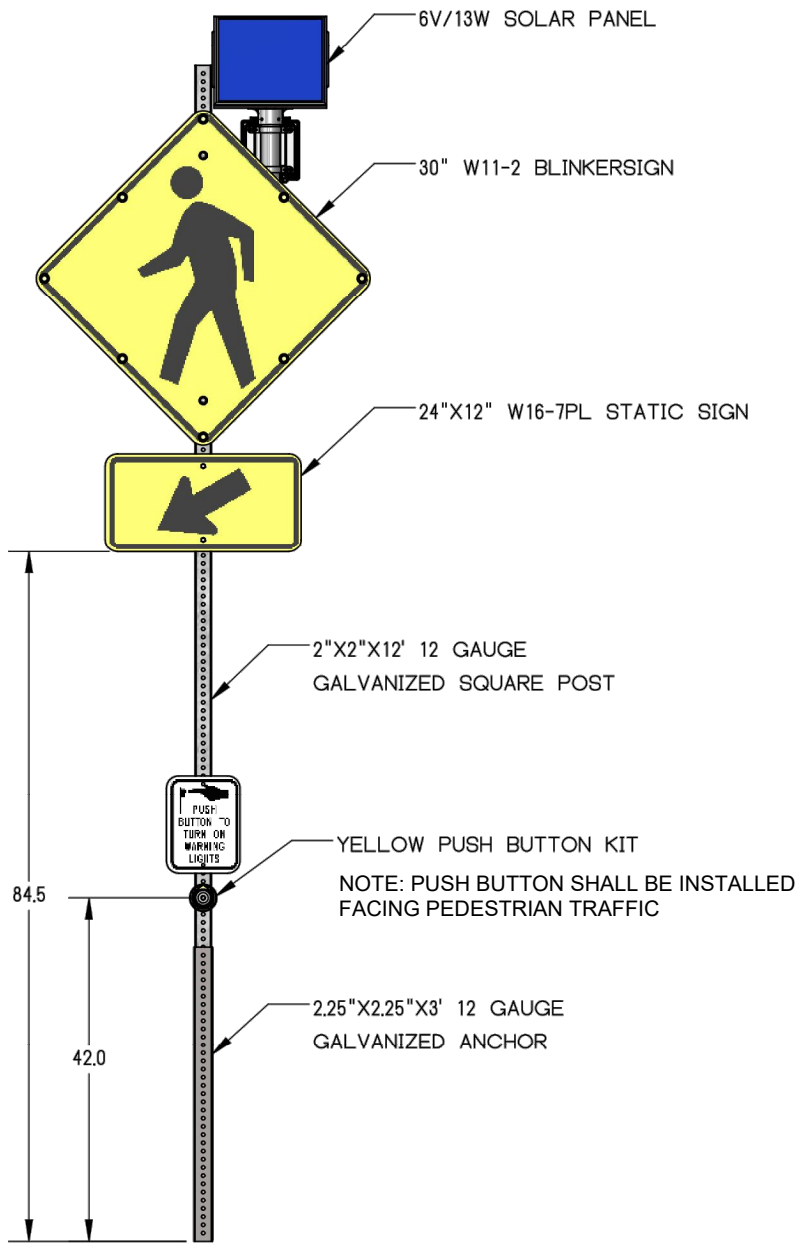


- NOTES:
1. SHALL BE INSTALLED 14 DAYS AFTER ASPHALT FULLY CURES.
 2. PATTERN SHALL BE DIAGONAL HERRINGBONE WITH SOLDIER COURSE BORDER.
 3. COLOR: TENTATIVELY CLAY SUBJECT TO CHANGE.

CROSSWALK ENHANCEMENT DETAIL
NTS

SOD REPLACEMENT DETAIL
NTS

DANIA BEACH CITYWIDE PEDESTRIAN SAFETY PROJECT (CRA MULTIMODAL IMPROVEMENTS)		ENGINEERING DETAILS	
FILE NO. 170610	CIVIL ENGINEERING CONSTRUCTION SERVICES GEOMATICS	CARNAHAN PROCTOR & CROSS	
814 S. MILITARY TRAIL, DEERFIELD BEACH, FLORIDA 33442	PHONE: (854) 972-3869 FAX: (854) 972-1178	CIVIL AUTH. NO. 00002936	
SCALE: AS SHOWN	DATE: 10/23/19	DRAWN BY: TC	CHECKED BY: DT
DESIGNED BY: TC		C 4.3	
DAN TINTNER, P.E. FL. REGISTRATION NO. - 39656			



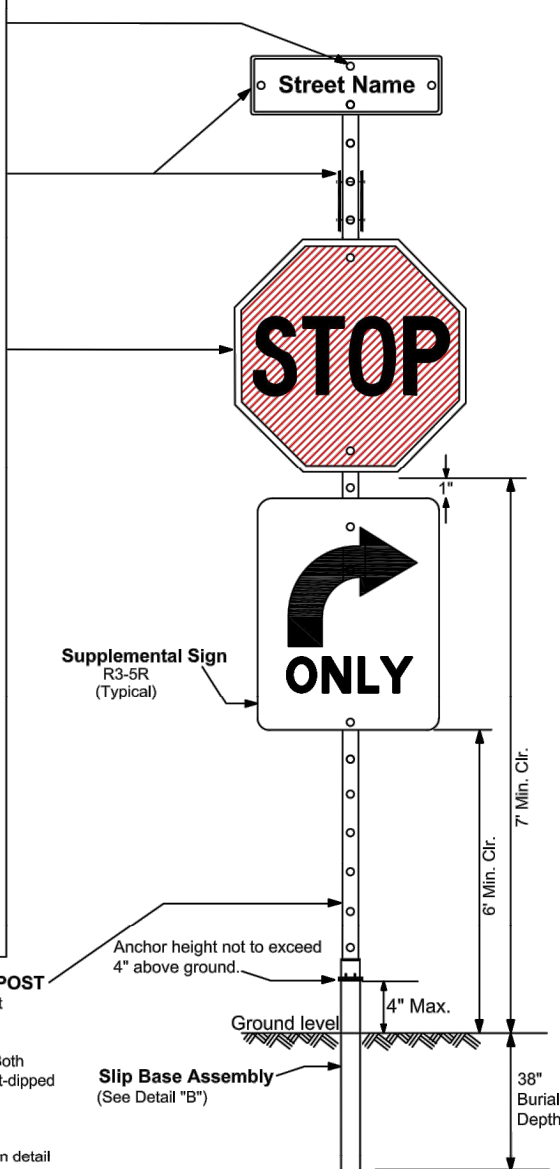
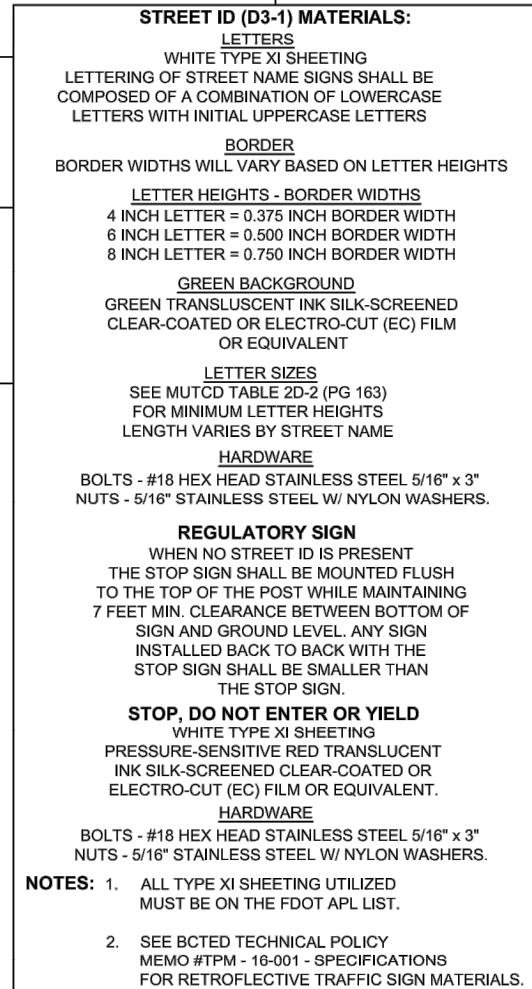
- NOTES:
1. 6V/13W SOLAR W11-2 BLINKERSIGN SYSTEM POLE, PUSH BUTTON ACTIVATED.
 2. ORIENT SOLAR PANEL TOWARDS SOUTHERN SKY FOR MAXIMUM SOLAR EXPOSURE.

**SOLAR POWERED W11-2 BUTTON
ACTIVATED FLASHING LED SIGN
DETAIL**
NTS

DANIA BEACH CITYWIDE PEDESTRIAN SAFETY PROJECT (CRA MULTIMODAL IMPROVEMENTS)		ENGINEERING DETAILS	
CIVIL ENGINEERING CONSTRUCTION SERVICES GEOMATICS 814 S. MILITARY TRAIL, DEERFIELD BEACH, FLORIDA 33442 PHONE: (864) 972-3869 FAX: (864) 972-1178		FILE NO. 170610	
CPC AUTH. NO. 00002936		SCALE: AS SHOWN	
DATE: 10/23/19		DRAWN BY: TC	
CHECKED BY: DT		DESIGNED BY: TC	
C 4.4			
DAN TINTNER, P.E. FL. REGISTRATION NO. - 39656			

FOR SIGN ASSEMBLIES WITH GREATER THAN 8.75
SQUARE FOOT PANEL AREA WITH SUPPLEMENTAL SIGN

Typical Details



Triangular Slip Base Assembly For
2-1/2" Perforated Square Tube Sign Post

Slip Washer

Post Receiver

Redi-Torque Bolt

Facing Incoming Traffic

Washer

Flange Nut

2-1/2" Square
Post Receiver

2. For standard ground sign installation, see detail entitled " Ground Sign Assembly Details".



BROWARD
COUNTY
FLORIDA

DESIGN BY: CARMELO CARATOZZOLO, P.E.	SCALE: NTS
DRAWN BY: STEPHON RAMOUTAR	
CHECKED BY: ANDREW SEBO, P.E., PTOE	

1 OF 1



Exhibit B

Sagaris Corp.
GENERAL CONTRACTOR
CGC1520899

1847 N University Dr.
Coral Springs, FL 33071
Phone: (954) 688.3407 Fax: (954) 688-3407
Email: office@sagariscorp.com

REQUEST FOR CHANGE ORDER #3

TO : Mr. Nestor Santana, P.E.

R.J. Behar & Company, Inc.

6861 SW 196th Avenue, Suite 302

Pembroke Pines, FL 33332

DATE : February 21, 2020

OWNER : City of Dania Beach

PROJECT : Citywide Pedestrian Safety - Dania Beach

PROJECT # FIN 438282-1-58-01

SCOPE : QC Testing - Asphalt

Description

Per Contract Terms, Quality Control/Asphalt Inspector Technician Cost for Paving Operation

Total Amount Proposed for Change Order \$ 3,500.00

Note: Except as qualified herein all changes to work to be performed under the same terms and conditions as the base contract.

WE AGREE to modify the original contract by the following **CHANGE ORDER** amount:

\$ 3,500.00

Additional days to complete this work TBD

Signature: _____
Authorized Sagaris Corp.
Representative

Date: _____

ACCEPTED: The above prices and specifications of this Request for Change Order are satisfactory and are hereby accepted. Sagaris Corp, will perform above stated work under the same terms and conditions as specified in original contract unless otherwise noted. Additional work is to be paid for under the same terms and conditions of the existing contract.

Signature: _____
Authorized Owner
Representative

Date: _____



Sagaris Corp.
GENERAL CONTRACTOR
CGC1520899

1847 N University Dr.
Coral Springs, FL 33071
Phone: (954) 688.3407 Fax: (954) 688-3407
Email: office@sagariscorp.com

REQUEST FOR CHANGE ORDER #3

COST ESTIMATE FOR INCREASE, DECREASE OR ALTERATION IN THE WORK

Item	Description of Item	QTY	Quantity	Unit Price	Bid Price
<u>RFCO No. 3 - 001</u>	<u>QC: Asphalt Testing - Tally Engineering Cost Estimate</u>				
	All costs association with QC testing for Asphalt Paving Operation	LS	1.00	\$3,750.00	\$3,750.00
<u>RFCO No. 3 - 002</u>	<u>Sagaris Corp - Good Faith Cost Adjustment</u>	LS	1.00	(\$250.00)	(\$250.00)
				Grand Total	\$ 3,500.00

**Tally Engineering, Inc.**

1806 N. Flamingo Rd., Pembroke Pines, FL. 33028

Contact: Nima Nekoie

PH:(305)988-8222

PH:(954)444-9893 FAX:(954)447-06749

Nima@tallyeng.compirooz@tallyeng.com**To: Sagaris Corp**

1847 N. University Drive, Coral

Miami, FL 33126

Phone (954) 829-1302

To: Steven Fouladi

Attention: steven@sagariscorp.comsteven@sagariscorp.com**Contractors Quality Control (CQC) Cost Estimate**

438282-1-58-01
Federal Aid No.: D619067B
Letting Date 2/5/2020
Contract Days: 4
Miami-Dade

Asphalt Insepection				
Asphalt Inspector Technician	1	Lump Sum	\$3,750.00	\$3,750.00
		Total		\$3,750.00

1-Any Night Work Between the time of 9:00pm to 4:00am a minimum of 4hrs will be charge

2-All hourly time will be charged as portal to portal from our office

3-Estimate does not include stand-by time, cancelled activities or re-testing cost.

4-Stand-by and cancelled activities time will be charged at the appropriate rate

4-Inspector overtime will be charged at the appropriate rate \$65/hrs after 8 hours work on the project for at day.

5-The total cost of the inspection and construction monitoring services is dependent upon the Contractor's actual schedule and is, therefore, beyond our control. Tally Engineering Inc. will produce an invoice for the actual work performed each month based on the rates indicated above.

6- Inspection include asphalt paving operation.



Sagaris Corp.
GENERAL CONTRACTOR
CGC1520899

1847 N University Dr.
Coral Springs, FL 33071
Phone: (954) 688.3407 Fax: (954) 688-3407
Email: office@sagariscorp.com

REQUEST FOR CHANGE ORDER #4

TO : **Mr. Nestor Santana, P.E.**

R.J. Behar & Company, Inc.

6861 SW 196th Avenue, Suite 302

Pembroke Pines, FL 33332

DATE : **February 21, 2020**

OWNER : **City of Dania Beach**

PROJECT : **Citywide Pedestrian Safety - Dania Beach**

PROJECT # **FIN 438282-1-58-01**

SCOPE : Roadway Marking

Description
Missing Line Items for Temporary Striping/Paint - Roadway Marking

Total Amount Proposed for Change Order \$ 2,096.40

Note: Except as qualified herein all changes to work to be performed under the same terms and conditions as the base contract.

WE AGREE to modify the original contract by the following **CHANGE ORDER** amount:

\$ 2,096.40

Additional days to complete this work TBD

Signature: _____

Authorized Sagaris Corp.

Representative

Date: _____

ACCEPTED: The above prices and specifications of this Request for Change Order are satisfactory and are hereby accepted. Sagaris Corp, will perform above stated work under the same terms and conditions as specified in original contract unless otherwise noted. Additional work is to be paid for under the same terms and conditions of the existing contract.

Signature: _____

Authorized Owner

Representative

Date: _____



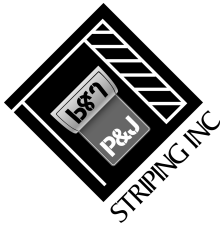
Sagaris Corp.
GENERAL CONTRACTOR
CGC1520899

1847 N University Dr.
Coral Springs, FL 33071
Phone: (954) 688.3407 Fax: (954) 688-3407
Email: office@sagariscorp.com

REQUEST FOR CHANGE ORDER #4

COST ESTIMATE FOR INCREASE, DECREASE OR ALTERATION IN THE WORK

Item	Description of Item	QTY	Quantity	Unit Price	Bid Price
RFCO No. 4 - 001	<u>Temporary, Standard-Open Graded Asphalt Surfaces, Yellow, Solid, 6" (Double Yellow)</u> Furnish all materials, labor and equipment for placement of temporary paint road marking				
		LF	904.00	\$1.20	\$1,084.80
RFCO No. 4 - 002	<u>Temporary, Standard, White, Solid, 24" (Stop Bars)</u> Furnish all materials, labor and equipment for placement of thermoplastic road marking				
		LF	428.00	\$2.20	\$941.60
RFCO No. 4 - 003	<u>Paint, Standard, White, Message or Symbol</u> Furnish all materials, labor and equipment for placement of thermoplastic road marking				
		EA	1	\$ 70.00	\$ 70.00
Grand Total					\$ 2,096.40



P & J STRIPING, INC.
9800 NW South River Drive
Medley FL 33166

Estimate

Date	Estimate #
2/11/2020	2959

Name / Address
Sagaris Corp 1847 N. University Drive Coral Springs, FL 33071 Phone: 954) 688-3407

Job Location
DANIA BEACH CITYWIDE PEDESTRIAN SAFETY PROJECT

Item	Description	Qty	Rate	Amount
6" Double Yellow...	6" Double Yellow Paint	904	1.20	1,084.80
Speed Hump Arro...	Speed Hump Arrows Paint	8	70.00	560.00
12" White Striping	12" White Striping	3,110	1.20	3,732.00
24" White Striping	24" White Striping	428	2.20	941.60
Message Paint	Message Standard in Paint	1	70.00	70.00
RPM	Reflective Pavement Markers	108	4.00	432.00
6" Double Yellow...	6" Double Yellow Thermoplastic	904	1.70	1,536.80
Speed Hump Arro...	Speed Hump Arrows Thermoplastic	8	120.00	960.00
12" White Thermo	12" White Thermo	3,110	1.70	5,287.00
24" White Thermo	24" White Thermoplastic	428	4.00	1,712.00
Message Thermo	Message Standard White Thermoplastic	1	130.00	130.00
NOTE: Min Charge Paint:: \$1,200.00 Min Charge Thermoplastic:\$ 1,800.00				
Price Valid for 30 days P & J Striping reserves the right to increase the cost of materials as it is increased by the supplier. . Items not included in this proposal will incur an additional charge. Mobilization will be not for less than \$850 for paint and \$950.00 Thermoplastic. MOT not included			Total \$16,446.20	

Phone #	Fax #	E-mail	Web Site
305-364-5671	786-703-4048	jackie@pjstriping.com	www.pjstriping.com

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION PURSUANT TO SECTION 337.408, FLORIDA STATUTES, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH CONTRACTOR, INSITE MARTIN OUTDOOR, LLC, FOR THE INSTALLATION OF CERTAIN BUS BENCHES, WITH SIGNAGE, FOR A ONE YEAR PERIOD, EFFECTIVE JUNE 1, 2020 AND EXPIRING MAY 31, 2021, WITH TWO ONE-YEAR OPTIONS OF CITY TO RENEW

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

InSite Martin Outdoor LLC - Bus Bench Memo May 26, 2020 agenda, R-2020- Insite Martin Outdoor Installation of Bus Benches with Signage, AGREEMENT - Bus Bench Advertising (Final 5-14-20)



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

MEMORANDUM

DATE: May 26, 2020

TO: Honorable Mayor and Commissioners

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

BY: Candido Sosa-Cruz, Assistant City Manager

RE: **Insite Martin Outdoor, LLC Agreement for the Installation of Bus Benches with Advertising**

REQUEST

City Administration is requesting City Commission approval to authorize execution of agreement with Contractor, Insite Martin Outdoor, LLC, for the installation of bus benches with advertising and maintenance.

BACKGROUND

In 2019, the City Administration identified a need to upgrade and enhance citywide bus benches. After reviewing several contracts and styles of benches, the City was contacted by the Contractor, Insite Martin Outdoor, LLC, to request to install bus benches throughout the City, as exhibited in the attached exhibit and to place advertising on the benches. In exchange, the contractor would maintain the benches, the landscaping around the benches, and ensure trash pick-up and provide the City with 20% of the gross advertising revenues, per unit or \$760.00 per month, whichever is greater.

The Contractor, at no cost to the City, will provide all required permits, labor, materials, equipment and services necessary for providing, installing, repairing, and maintaining bus benches. All bus benches will be placed in accordance with the provisions of the Florida Administrative Code, Florida Statutes, Florida Building Code and Americans with Disabilities Act.

The Contractor will provide to the City, for the sole and exclusive use of the City, a quarterly report identifying (1) the location of each bus bench in the City; (2) the name of any advertiser posted on it; and the advertising revenue per bench. Additionally, the Contractor agrees to provide a minimum of five (5) benches for City to utilize for public services announcement messages. The Contractor will pay costs of production for one city advertisement per year, for each of the five (5) benches.

The term of this agreement is for one (1) year beginning upon the effective date, with the sole option of the City to grant two (2) additional one-year renewal terms.

BUDGETARY IMPACT

The attached agreement has no negative budgetary impact. The Contractor will pay a fixed, per unit monthly fee of twenty (20) percent of the gross advertising revenues for all City bus benches or Seven Hundred Sixty Dollars (\$760.00) per month whichever is greater during the first year of this agreement.

RECOMMENDATION

The City Administration recommends approving the attached Resolution and executing the agreement with Insite, Martin Outdoor LLC.

RESOLUTION NO. 2020-047

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 337.408, FLORIDA STATUTES, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH CONTRACTOR, INSITE MARTIN OUTDOOR, LLC, FOR THE INSTALLATION OF CERTAIN BUS BENCHES, WITH SIGNAGE, FOR A ONE YEAR PERIOD, EFFECTIVE JUNE 1, 2020 AND EXPIRING MAY 31, 2021, WITH TWO ONE-YEAR OPTIONS OF CITY TO RENEW; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes Section 337.408 authorizes the installation of bus benches and advertising thereon, without requiring a competitive procurement process; and

WHEREAS, the City of Dania Beach is not expending funds and was contacted by Insite Martin Outdoor, LLC ("Contractor") to request to install bus benches throughout the City, at identified locations, as shown in Exhibit "Three" of the Agreement, which Agreement is attached as Exhibit "A," a copy of which is made a part of and is incorporated into this Resolution by this reference; and

WHEREAS, the Contractor will place advertising on the benches, and in exchange the Contractor will maintain the benches, the landscaping around the benches, and ensure trash pick-up and provide the City with twenty percent (20%) of the gross advertising revenues, per unit, or Seven Hundred Sixty Dollars (\$760.00) per month, whichever is greater; and

WHEREAS, the Public Services Department is seeking City Commission approval to authorize execution of an Agreement with Insite Martin Outdoor, LLC, for the installation of bus benches with advertising and maintenance of same in specific locations; and

WHEREAS, Contractor will perform routine maintenance of all benches, associated landscaping and trash collection for the bus benches that are installed; and

WHEREAS, the Public Services Department is seeking approval to enter into a one-year agreement, and providing the City with two (2) optional one (1) year renewals;

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 proper City officials are authorized to execute an agreement with Insite Martin Outdoor, LLC, a registered corporation in Florida.

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

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 May 26, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

BUS BENCH ADVERTISING AGREEMENT

THIS IS AN AGREEMENT (the "Agreement") entered into on _____, 2020 (the "Effective Date"), between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and InSite Martin Outdoor, LLC a Florida limited liability company ("Contractor") with an address of 150 NW 70th Avenue, Suite 3, Plantation, Florida 33317.

The City has control of spaces which would allow for bus benches in various locations within its municipal boundaries (including within the Dania Beach Community Redevelopment Agency boundaries). City and Contractor agree that additional benches can be added by mutual written approval.

The placement of bus benches within the City is a public service which fulfills a collateral public transportation need.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency and adequacy of which are acknowledged and agreed upon by the parties to the Agreement, the parties agree as follows:

Contractor will furnish bus benches which will be constructed and maintained as referred to in the Scope of Services, attached as Exhibit "One", which is made a part of and incorporated into this Agreement by this reference.

1. The City grants to Contractor the right to display appropriate advertising, as identified in the attached Exhibit "Two," which is made a part of and incorporated into this Agreement by reference, by installing and maintaining bus benches with such advertising within the City, at locations approved by the City. A list of the bus bench locations is attached as Exhibit "Three", which is made a part of and incorporated into this Agreement by this reference. Contractor shall be required to obtain the City Manager's advanced written authorization for the installation of new bus benches in the City, at any new locations. The City Manager shall approve the configuration and location of each bus bench and they shall be in compliance with the design and construction standards established in this Agreement. For each bus bench that is to be added, the Contractor shall update the list described in Exhibit Three, accordingly. Contractor shall be responsible for obtaining all permits for the installation of the bus benches.
2. Compensation. Contractor shall pay a fixed, per unit monthly fee of twenty (20) percent of the gross advertising revenues for all City bus benches or Seven Hundred Sixty Dollars (\$760.00) per month whichever is greater during the first year of this agreement. This shall be paid to the City on a prorated basis. Payment must be made by certified check, cashier's check or a company check drawn on a bank with Florida offices and made payable to the City of Dania Beach, Attention: Finance Department, 100 West Dania Beach Boulevard, Dania Beach, FL 33004. Contractor shall pay the City an advance fee of \$10,000.00 of such revenue within thirty (30) days of the

renewal date if the City elects to extend the contract for the second year at that time. Contractor will keep track of payments owed to the City and such payments will be deducted from the advance payment until the \$10,000.00 is reduced to zero. Once the \$10,000.00 is exhausted payments will be made on a monthly basis.

3. The styles of the bus benches have been selected and approved by the City (see Exhibit Three, referenced above). Any and all costs associated with styles and colors of the bus benches shall be borne solely by Contractor, and the City shall have no liability for such incurred costs. Contractor shall not be permitted to erect, place or install any additional bus benches in the City without the prior written approval from the City.
4. At all times, Contractor shall install at its sole cost and maintain the bus benches in a safe condition and shall make periodic inspections to ascertain that all benches are safe and kept in good condition. Contractor shall maintain each bus bench in a good state of repair and appearance, and shall keep a ten foot (10') area surrounding each bench free of debris, high grass, weeds and rubbish. Contractor shall also be responsible for maintaining associated trash receptacles in good condition at all times. Contractor will maintain the bus benches at least twice weekly, including sweeping, cleaning, removal of litter and debris around each bench, properly empty the trash cans at each bus bench site, weed eating around concrete pads, benches, and repair of damaged benches and maintain the benches free from graffiti, litter and debris. The frequency of maintenance and cleaning will be increased at a cost to the Contractor, if in the sole opinion of the City such activities are deemed to be insufficient. The Contractor, at its sole expense, will maintain a three (3) foot area around the benches on a scheduled basis, as approved in writing by the City Manager. Maintenance includes mowing, edging, and litter removal from any grassed area surrounding the bench. Grass clippings will not be blown into the curb or into the street where they might enter the storm drainage system.
5. Contractor shall replace and repair any and all damaged or defaced benches or individual bench components within 24 hours after the City provides notification of such damage or defacement. If such damage or defacement renders the bus bench dangerous, the Contractor will make the bench safe within four (4) hours and will effect a permanent repair within a mutually agreed upon time.
6. Removal of Benches. If upon the revocation or expiration of the Contract, the Contractor fails promptly to remove a bench or a concrete foundation pad and restore the site to match existing conditions and be compatible with the adjacent property, the City may do so ten (10) days after giving the Contractor written notice, and if Contractor fails to pay the cost of removal and storage of the bench within a period of sixty (60) days after the giving of such notice, the Contractor's rights in the bench will be terminated. Such termination will not excuse the Contractor from the

payment of the cost of removal and storage of the bench, removal of the pad, and storage, if applicable, and restoration of the site.

7. In the event that a bus bench unit is destroyed through the intentional or negligent act of any third party, or is damaged or destroyed by any act of nature, war, riot or other major upheaval (a force majeure), or in the opinion of the City or Contractor, the immediate area surrounding bus bench poses a legitimate hazard to the safety of the bench user as a result of any such force majeure, Contractor shall have the right, on a temporary emergency basis to remove, replace or relocate the bus bench unit to a temporary location, so long as the location meets all other criteria provided in this Agreement. Any temporary or emergency relocation of a bus bench shall remain effective until such time as Contractor, the City or the abutting property owner has cured the hazard.
8. Contractor shall provide to the City, for the sole and exclusive use of the City, a quarterly report identifying (1) the location of each bench in the City; (2) the name of any advertiser posted on it; and the advertising revenue per bench.
9. The term of this Agreement is for one (1) year beginning upon the Effective Date, with the sole option of the City to grant two (2) additional one-year renewal terms. In no event shall advertising be sold for placement upon any bus bench beyond the one year term, unless the renewal is obtained.
10. The City shall not be liable to Contractor for any monies or compensation for the use of such benches at any location within the City, and the sole compensation to be derived by Contractor is that which may be derived from such advertising as will appear on such benches. Further, Contractor shall not be liable to the City for any rentals, monies, profits or returns derived from any of the bus bench advertising.
11. Contractor agrees that the Florida Department of Transportation "Comfort and Convenience Benches-Uniform Guideline", as amended from time to time, shall be implemented as a part of this Agreement. A copy of the current "Comfort and Convenience Benches-Uniform Guideline" is attached as Exhibit "Four", which is made a part of and incorporated into this Agreement by this reference. If, however, any portion of that document conflicts with the provisions in this Agreement, the provisions of this Agreement shall prevail.
12. Contractor shall not commence services under this Agreement until it has obtained all insurance required by the City, as specified below and the coverages and insurance have been approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any policy deductibles and self-insured retentions.
 - a. Contractor shall file Certificates of Insurance with the City, reflecting evidence of the coverages. They shall be filed with the City's Risk Manager on the Effective Date. The Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has

been given to the City. Policies for coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than "A" in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide.

- b. Coverages shall be in force for the duration of this Agreement. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of this Agreement, then in that event, Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of this Agreement and any extension of it is in effect. **CONTRACTOR MUST ENSURE ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT.**
13. Contractor shall provide, pay for and maintain in force at all times during the term of this Agreement, such insurance, including General Liability insurance, Workers' Compensation insurance and Comprehensive general liability insurance as stated below:
- a. General Liability Insurance to include bodily injury, broad form property damage, products and completed operations, blanket contractual liability with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate. City shall be named as an "additional insured" under this policy, and Contractor shall provide a Certificate of Insurance evidencing coverage and named insured status on the policy to the City.
 - b. Workers' Compensation insurance to apply for all employees of Contractor in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of Contractor and its employees.

Employer's Liability. Minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.
 - c. Comprehensive General Liability insurance, including contractual, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability. The City shall be named as an "additional insured" under this policy, and Contractor shall provide a Certificate of Insurance evidencing coverage and named insured status on the policy to the City.
 - d. Automobile Liability with a minimum limit of Five Hundred Thousand Dollars (\$500,000.00) combined single limit. City shall be named as an "additional insured" under this policy, and Contractor shall provide a Certificate of Insurance evidencing coverage and named insured status on the policy to the City.

- e. If Contractor hires a subcontractor for any portion of any work, then such subcontractor shall provide General Liability Insurance with minimum limits of liability and coverages as specified above, as applicable to Contractor of One Million Dollars (\$1,000,000.00).
- f. Contractor shall provide the Risk Manager of the City Certificates of Insurance for coverages and policies required by this Agreement. All certificates shall state that the City shall be given thirty (30) days' advance notice prior to expiration or cancellation of any policy. Such policies and coverages shall not be affected by any other policy of insurance which the City may carry in its own name. All Certificates of Insurance must clearly identify the Agreement to which they pertain, including a brief description of the subject matter of the Agreement.

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

- g. Contractor shall have and maintain during the term of this Agreement any and all appropriate City licenses, permits, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, PERMITS, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).
 - h. During the performance of this Agreement, there may be times when Contractor will be required to obtain a City permit related to its work, or in connection with its services. It is the responsibility of Contractor to insure that it has the appropriate City permits as may become necessary during the performance of this Agreement. Any fees related to the City required permits in connection with this Agreement will be the responsibility of Contractor.
 - i. Licenses, permits, and fees that may be required by Broward County, state or federal entities are not included in the above list.
14. Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its elected officials, employees and agents from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:
- (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss

arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of Contractor, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable in the performance of the obligations of this Agreement,

(b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Contractor in the performance of the obligations of this Agreement,

(c) liens, claims, actions made by Contractor or other person or entity related to the Agreement; and

(d) claims of whatsoever nature related to collection practices or related to an attempt to collect monies due or claimed to be due to the City.

15. Contractor shall promptly remove and replace any bench for the purpose of repairing, renovating or replacing same after written notice from City. Contractor shall remove, repair, renovate or replace the benches within a reasonable period of time not to exceed seventy-two (72) hours from the date of the notice. Any such removal, repair, renovation or replacement shall be at the sole expense of Contractor. In the event the bench is not removed, repaired, renovated or replaced within such time, it shall be deemed abandoned and City shall have legal right to treat the bench in any manner it deems necessary, including but not limited to its removal, repair, renovation or replacement at Contractor's expense.

Although the City has the right to request a removal, the total number of authorized benches shall remain as provided above.

16. City shall have the right to request removal or relocation of a bench if the continued maintenance of the item at the location concerned will obstruct traffic, obstruct traffic views or create a hazard to public safety, welfare, convenience, or if the abutting property owner or tenant on the adjacent property can justify an objection in writing directed to City concerning the continued maintenance of the bus bench at that location.
17. Contractor agrees to remove language, any design or advertising that the City in its sole and exclusive discretion deems to be immoral, obscene, lascivious or unacceptable for any reason or for no specified reason. It is further agreed that if the City and Contractor disagree as to whether the objectionable language, design or advertising is immoral, obscene, lascivious or unacceptable, the judgment of the City shall prevail, and Contractor must abide by the City's demand for removal. In addition, Contractor shall be prohibited from placing any advertising with respect to City political campaigns, whether the campaigns involve City issues or offices, on any bus benches.

18. Contractor agrees to remove any graffiti that may be placed on any bus benches within three (3) days of written notification from the City.
19. There shall be no advertisement or sign on any bus bench that displays the word, "Stop", "Look", "Danger", or any other word, phrase, symbol or character that may interfere with, mislead, or distract pedestrians or vehicular traffic.
20. Any violation of this Agreement shall be brought to the attention of the party by the party which charges such violation and a notice in writing shall be directed to the one charged with the violation to cease such violation within five (5) days from the receipt of the written notice. In the event this Agreement is cancelled because of a violation by Contractor, Contractor agrees to indemnify the City for any damages suffered by City as a result of it.
21. Neither party shall attempt to terminate or cancel this Agreement, whether by court action or otherwise, without having provided the other party with fifteen (15) days' written notice of any alleged violation of it, together with a demand that such violation be cured within an allotted time as deemed reasonable by the City, taking into account the nature of the violation. If the alleged violation is cured within the time frame specified by the City, the alleged violation shall be considered withdrawn.
22. Notwithstanding anything contained in this Agreement, the City shall have the unilateral right to cancel and terminate this Agreement within ten (10) days of the City being advised that Contractor has become insolvent and unable to pay its debts when they become due and payable, by having the amount of its liabilities exceed the amount of its assets, if Contractor files for any act of bankruptcy, makes a general assignment for the benefit of creditors, if there is filed by or against Contractor a voluntary or involuntary petition in bankruptcy, if proceedings are before the appointment of a receiver, or if Contractor commences, under any law, an action related to bankruptcy, insolvency, reorganization or relief from debtors.
23. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.
24. This Agreement shall not be assignable, subcontracted or sublet in whole or in part by Contractor without the advance express written consent of the City. For the purpose of this paragraph, any sale or transfer of 51% of the shares or assets of Contractor, whether voluntarily or by operation of law, shall be deemed an assignment.
25. At the conclusion of the term of this Agreement, City shall have the sole and exclusive right to require Contractor to remove all of the previously installed bus benches located within the City. Any bus benches remaining thirty (30) days after the term expires shall be deemed abandoned and City shall dispose of them as it sees fit.

26. Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees, or agents of the City.
27. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.
28. Whenever any party desires to give notice to the other party, it must be given by written notice, sent by United States mail, certified, return receipt requested, addressed to the party for whom it is intended. The places for giving of the notice shall remain as set forth below until they shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, Contractor and the City designate the following as the respective persons and places for giving of the notice:

City: Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

With a copy to: Thomas J. Ansbro, City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

Contractor: Glenn A. Flutie, President/COO
InSite Martin Outdoor, LLC
150 Northwest 70th Avenue, Suite 3
Plantation, Florida 33317

29. The City and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the provisions of this Agreement.
30. All claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, the breach of it, the services of it, or the standard of performance required under it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute(s), the parties shall resort to such mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a state court of competent jurisdiction located in Broward County, Florida, the Federal District Court of the Southern District of Florida or appropriate appellate courts for such venue and jurisdiction. The law of the State of

Florida shall govern this Agreement and this Agreement is not subject to arbitration. In any litigation, the parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material term of this Agreement. Each party shall bear its own attorney fees and costs for any litigation related to the Agreement.

31. PUBLIC RECORDS LAW

- a. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- b. Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- d. Upon completion of the Work of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by City shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- e. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Section 119.0701(2)(a), Florida Statutes

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

Custodian of Records: **THOMAS SCHNEIDER, CMC
CITY CLERK**

Mailing Address: **100 W. Dania Beach Boulevard
Dania Beach, Florida 33004**

Telephone number: **954-924-9800, Ext. 3623**

Email: **tschneider@daniabeachfl.gov**

- f. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for which he or she is signing, and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.
- g. If any provision of this Agreement or application of it shall to any extent be held invalid or unenforceable, as to any person or situation, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected and shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.
- h. This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.
- i. Failure of the City to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.
- j. In the event there is a conflict between any of the terms of this Agreement and any Exhibits, the terms of this Agreement shall prevail.

- k. Contractor and the City acknowledge and agree that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding for all rights and obligations in this Agreement, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by the parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SIGNATURES ON THE FOLLOWING PAGES

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

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

ANA M. GARCIA, ICMA-CM
CITY MANAGER

APPROVED FOR FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

CONTRACTOR:
InSite Martin Outdoor, LLC
a Florida limited liability company

SIGNATURE

SIGNATURE

PRINT Name

PRINT Name

SIGNATURE

Title

PRINT Name

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 InSite Martin Outdoor, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print Name

My Commission Expires:

EXHIBIT "ONE"

SCOPE OF SERVICES

1. The Contractor, at no cost to the City, shall provide all required permits, labor, materials, equipment and services necessary for providing, installing, repairing and maintaining bus benches. Benches will be placed on public property or within the public right-of-way at locations approved in advance in writing by the City. Benches shall be constructed in full accordance with the latest edition of the Florida Building Code or other applicable codes or regulations.
2. All benches shall be constructed of first class materials. Contractor shall, at its expense, maintain all such benches in "like new" condition during the entire term of the Agreement and the City shall have the right to inspect such benches periodically to determine their condition. Contractor shall replace or recondition to the satisfaction of the City any benches that the City determines are no longer in "like new" condition.
3. The Contractor shall be authorized to provide, install and maintain, at its sole cost and expense, high quality, expertly designed commercial advertising displays to be placed upon bus benches approved and designated by the City. The determination of objectionable, obscene or pornographic advertising shall be the sole right of the City and its decision on these matters shall be final.
4. Any bus bench deemed to endanger life or property by the City Engineer, Chief Building Official or both shall be removed within one (1) day after which notification is given by City to Contractor.
5. All bus benches shall be placed in accordance with the provisions of the Florida Administrative Code, as amended and Florida Statutes, Section 337.408 as amended, The Florida Building Code, and the Americans with Disabilities Act. In addition, the location of bus benches shall be subject to approval of the appropriate governmental agencies, including the City, Broward County Mass Transit Division, and the Florida Department of Transportation.
6. All bus benches shall meet the accessibility criteria for persons with disabilities as set out in federal, state and local law and regulations including but not limited to, Florida Statute Sections 337.408 and 553.503, as amended. Contractor shall install accessible concrete sidewalk pathways from the roadway edge of pavement to the bus benches and from behind or beside the benches to an existing sidewalk abutting a right-of-way. All benches of any kind must provide raised dividers to discourage sleeping on any bench. The size of benches shall be approved in writing by the City. The Contractor shall be responsible for applying for and obtaining all necessary building permits and paying all fees for the bus benches. The Contractor, its qualifier or both, shall be responsible for requesting and passing all necessary inspections.

The Contractor agrees to provide City up to ten percent (10%) of all bench advertising for City and public service messages and will provide ad space in other Broward County cities which Contractor has similar agreements to promote City events and issues. Contractor agrees to provide a minimum of five (5) benches for City to utilize for Public Service Announcement messages. Contractor will pay costs of production for one city advertisement per year, for each of the five (5) benches. City will be billed by Contractor for out of pocket cost of Contractor for additional copy/creative changes to advertisement. The City shall pre-approve in writing any advertisement prepared by the Contractor for City advertisements.

SPECIFICATIONS

The City requires that the Contractor ensure that the bus benches meet or exceed the technical specifications described below.

GENERAL

1. Contractor shall be familiar with applicable planning, engineering, public works and electrical codes and comply with such codes at all times and obtain all necessary permits.
2. All liability related to operation, construction, installation and repair of bus benches shall be the sole responsibility of the Contractor.
3. Contractor shall obtain annual premises permits for repair and maintenance from the City's building department, if the department requires them.
4. All benches shall be identified by a separate number to be installed on each bench and in an area on each that is mutually selected in writing by the parties.

DESIGN QUALITIES

1. Figure 3, attached and named by reference, depict the acceptable bus bench designs.
 - a. All benches shall have ventilated seating for the comfort of bus patrons and shall be constructed of top grade materials. Advertising benches shall have an integral back design with minimum dimensions of six (6) feet wide by two (2) feet deep.
 - b. Benches shall be constructed of galvanized steel or other rust resistant material with durable, abrasion resistant, electrostatic paint surface coating.
 - c. Stainless steel connections shall be provided when secured to the concrete pad, and utilize cover plates. Hardware shall be tamper resistant.

- d. Seating shall accommodate a minimum of three (3) persons by use of a seating bench with dividers to discourage sleeping on such benches.
- e. Benches shall have a trash receptacle of appropriate size containing the same characteristics as the bench design.
- f. Bus benches must include the Contractor's name and business telephone number, displayed in a visible location, in an area not to exceed 12 square inches.

ADVERTISING PANEL

- 1. The advertising display shall be displayed on the front side of the seatback integral to each installation.
- 2. The advertising display shall be no greater than six (6) feet wide by two (2) feet deep.

PLACEMENT

- 1. A minimum of a six (6) foot setback from the adjacent roadway or edge of driveway shall be maintained. In curbed roads, a minimum of a thirty six (36) inch setback from the back of curb shall be maintained.
- 2. A minimum of a three (3) foot sidewalk clearance shall be maintained.
- 3. Benches shall not be located within twenty five (25) feet of right of way intersection corners, any fire hydrant, fire or police call box or any other emergency facility.
- 4. No bench shall be placed in the median of a divided roadway.
- 5. Only one (1) bench per bus stop will be allowed unless otherwise directed by the City.

EXHIBIT “TWO”
ADVERTISING CONSENT

1. The Contractor is responsible for production and marketing services for all advertisements. The Contractor will use its best efforts to sell advertising space and operate a fully staffed business office to manage this effort.
2. The Contractor must be capable of acquiring both local and national advertising contracts.
3. Advertisements that include, but not limited to, the following content shall be prohibited:
 - a. Advertisements promoting the sale of alcohol within 500 feet of a church, school or playground.
 - b. Advertisements promoting tobacco and other adult-related products or services that are not lawfully available to minors.
 - c. Advertisements containing sexual or excretory subject matter.
 - d. Advertisements that contain false or grossly misleading information.
 - e. Advertisements that infringe on copyright or trademark rights.
 - f. Advertisements that promote or are likely to incite imminent unlawful activity.
 - g. Advertisement that promote the sales of firearms.
 - h. Advertisements that contain profanity, promote or depict violence.
 - i. Advertisements that falsely disparage one or more persons, products, or companies.
 - j. Advertisements relating to Dania Beach election candidates.
 - j. Advertisements that may be disruptive to vehicles or pedestrians using the public right-of-way, whether due to reflectorized material, blinking or flashing lights, noise, or other special effects.
 - k. Advertisements that interfere with the efficient and safe operation of the City or County transit system.
4. The Contractor will screen potential advertisements for compliance with these restrictions, and when applicable remove prohibited advertising.

5. The Contractor will comply with generally accepted industry principles and all applicable laws and regulations including but not limited to Outdoor Advertising Association of America (OAAA), truth in advertising, copyrights, and trademarks.
6. Contractor will remove all dated advertising materials within five (5) calendar days from its expiration date. Dated advertising materials refer to advertising materials that are relevant to a specific time period or relevant to an event that occurs on a date certain.
7. Contractor will fill all unsold advertising spaces in bus shelters with full size, high quality posters, or with graphics on bus bench, advertising the space as available. Posters and graphics will provide full contact information of the Contractor. Alternatively, the City may negotiate with the Contractor for the display of Public Service Announcements in unsold ad spaces.
8. Advertisements of a political or editorial or election nature either for a specific candidate(s) or an issue(s) are to comply with Florida and City campaign laws.

EXHIBIT “THREE”

BUS BENCH LOCATIONS
AND
PHOTOGRAPH

Face	Location
08-0118.1	Griffin Rd 15 ft W/O Old Griffin Rd NS NW/F
08-012.1	Griffin Rd 60 ft W/O SW 33rd Ave SS NW/F
08-013.1	Griffin Rd 50 ft E/O SW 31st Ave SS NW/F
08-014A.1	Griffin Rd 20 ft W/O SW 35th Ave NS SEIF
08-0148.1	Griffin Rd 20 ft W/O SW 35th Ave NS SEIF
08-016.1	Griffin Rd 350 ft W/O Ravenswood Rd SS NW/F
08-017.1	Griffin Rd 150 ft W/O SW 40th Ave NS SEIF
08-018.1	Griffin Rd 25 ft E/O SW 43th Terr NS SEIF
08-020.1	Griffin Rd 30 ft W/O SW 30th Ave NS SEIF
08-022.1	Griffin Rd 75 ft E/O 1-95 SS NW/F
08-023.1	Griffin Rd 75 ft W/O SW 24th Ave NS SEIF
08-024.1	Griffin Rd 70 ft E/O sw 28th Terr SS NW/F
08-025.1	Griffin Rd 75 ft E/O SW 40th Ave SS NW/F
08-026.1	Griffin Rd 75 ft W/O Ravenswood Rd NS SEIF
08-033A.1	Ravenswood Rd 20 ft N/O Gulfstream Way ES SW/F
08-035.1	Ravenswood Rd 30 ft N/O Tigertail 81vd ES NW/F
08-038.1	Ravenswood Rd 20 ft S/O Griffin Rd ES SW/F
08-039A.1	Ravenswood Rd 100 ft S/O Griffin Rd WS NE/F
08-050A.1	SR 84 200 ft E/O SW 29th Ave SS NW/F
08-056.1	Stirling Rd 50 ft W/O Anglers Ave NS SEIF
08-057.1	Stirling Rd 50 ft W/O N 29th Ave NS SEIF
08-059.1	Stirling Rd 30 ft E/O SW 45 Way NS SEIF
08-060.1	Stirling Rd 60 ft W/O Lake Shore Dr NS SEIF
08-089.1	SR 84 25 ft E/O SW 26th Terr SS NW/F
08-090A.1	SR 84 200 ft W/O I 95 Overpass NS SEIF
08-091A.1	Ravenswood Rd 10ft S/O Tigertail 81vd WS NEfF
08-092.1	Griffin Rd 20 ft EfO SW 38th Ave SS NWfF
08-094.1	Stirling Rd 250 ft E/O 56th Ave NS SW/F
08-097A.1	Dania 8each 81vd 500 ft W/O US1 SS NW/F
08-0978.1	Dania 8each 81vd 500 ft W/O US1 SS NW/F
08-100.1	Griffin Rd 50 ft E/O SW 43rd Terr SS NW/F
08-101 .1	Griffin Rd 200 ft E/O SW 35th Ave SS NW/F
08-102.1	Griffin Rd 50 ft E/O SW 30th Ave SS NW/F
08-103.1	Griffin Rd 20 ft E/O SW 32th Ave NS SEIF
08-104.1	Griffin Rd 30 ft E/O SW 38TH TERR NS SEIF
08-108.1	Phippen-Waiters Rd S/O SW 2nd Place ES SEIF
08-110.1	SW 12 (Ely 8lvd) Ave EfS 25 ft N/O SW 6th St EIF
08-111 .1	US 1 W/S 300 ft S/O Griffin Rd N/F

Standard Half-Arm Bench



EXHIBIT “FOUR”

FLORIDA DEPARTMENT OF TRANSPORTATION "COMFORT AND
CONVENIENCE BENCHES-UNIFORM GUIDELINES"

CHAPTER 13

PUBLIC TRANSIT

A INTRODUCTION

All usual modes of transportation (autos, trucks, transit vehicles, rails, aircraft, water craft, bikes, pedestrian) should be considered when planning, designing, and constructing the surface transportation system. Where there is a demand for highways to serve vehicles, there could also be a demand for public transit or public transportation. Public transit should be considered in all phases of a project, including planning, preliminary design and engineering, design, construction, etc. Coordination with the appropriate public transit provider(s) will help determine the need for and justification of bus bays on a project-by-project basis. With the recent passing of various legislation, multimodalism is the ultimate goal. The integration of public transit street side facilities along with pedestrian and bicycle facilities furthers the implementation of this goal.

Planning and designing for public transit is important because it is an integral part of the overall surface transportation system. Public transit is defined as passenger transportation service, local or regional in nature, that is available to any person. It operates on established schedules along designated routes or lines with specific stops and is designed to move relatively large numbers of people at one time. Public transit includes bus, light rail, and rapid transit. Public transportation is similar in definition because it serves the general public, it also includes non-fixed route services that are door-to-door or paratransit services.

With rising levels of congestion resulting in the use of new strategies to effectively and efficiently manage mobility, there is an increased demand for accessible and user friendly public transit. New strategies include increased emphasis on public transit and new emphasis on Transportation System Management (TSM), as well as Transportation Demand Management (TDM). TSM is the use of low cost capital improvements to increase the efficiency of roadways and transit services such as, retiming traffic signals or predesignating traffic flow. TDM focuses on people reducing the number of personal vehicle trips, especially during peak periods. TDM includes the promotion of alternatives to the single occupant vehicle, including public transportation, carpooling, vanpooling, bicycling, walking, and telecommuting, as well as other methods for reducing peak hour travel.

Federal and State legislation provide the stimulus for planning, designing, and constructing a fully integrated transportation system benefiting the traveling public and the environment. Examples of legislation include the Safe, Accountable, Flexible, and Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU), The Americans with Disabilities Act of 1990 (ADA), and The Clean Air Act Amendment of 1990 (CAAA). In response to this legislation, the surface transportation system should provide for concurrent use by automobiles, public transit and rail, and, to the extent possible, bicycles and pedestrians.

Throughout the entire process, coordination with transit as if it were a utility is essential.

B OBJECTIVE

There are a number of methods to efficiently develop a coordinated surface transportation system. Coordination among agencies is necessary during the planning and design stages to incorporate transit needs and during the construction phase for re-routing bus (and complementary pedestrian) movements and for actual transit agency specific requirements (e.g., bus stop sign replacement, shelter installations, etc.). For planning purposes, the state and local Transportation Improvement Program (TIP) should be referenced. Additionally, individual transit authorities have five year Transit Development Plans (TDPs) that are updated annually. The TDP can be used as a guide for planned transit needs along existing and new transportation corridors so transit consideration and transit enhancements can be incorporated where appropriate.

C TRANSIT COMPONENTS

C.1 Stops and Station Areas

Where new bus stop pads are constructed at bus stops, bays, or other areas where a lift or ramp is to be deployed, they shall have a firm, stable surface, minimum clear length of 96 inches (measured from the curb or vehicle roadway edge), minimum clear width of 60 inches (measured parallel to the vehicle roadway) to the maximum extent allowed by legal or site restraints, and shall be connected to streets, sidewalks, or pedestrian paths by an accessible route. The slope of the pad parallel to the roadway shall, to the extent practicable, be the same as the roadway. For water drainage, a maximum slope of 1:50 (2%) perpendicular to the roadway is allowed. In cases where there are no sidewalks or curbs, bus stop pads may be necessary to allow the wheelchair passengers to board or alight from a transit vehicle. Coordination with the appropriate public transit provider(s) is necessary.

C.2 Shelters

Every public transit system has different needs with regards to shelters and corresponding amenities (e.g., benches, information kiosks, leaning posts, trash receptacles, etc.). Shelter foundation and associated pad size vary from stop to stop based on right of way availability, line of sight, facility usage, etc. New or replaced bus shelters shall be installed or positioned as to permit a wheelchair or mobility aid user to enter from the public way and to reach a location therein having a minimum clear floor area of 30 inches by 48 inches, entirely within the perimeter of the shelter. Such shelters shall be connected by an accessible route to the boarding area provided under C.1 Stops and Station Areas, this Chapter. Coordination with the appropriate public transit provider(s) is necessary. All shelters should provide a location for a bicycle rack. Shelters should be installed at locations where demand warrants installation and in accordance with clear zone criteria in CHAPTER 3 – GEOMETRIC DESIGN (C.10.e and Table 3-12) of this Manual.

C.3 Benches

Bench placement should be in an accessible location (i.e., not on the far side of a drainage ditch from the actual bus stop), but appropriately out of the path of travel on a sidewalk. Connection between the sidewalk and/or bus stop pad should be provided. Coordination with the Public Transportation Office and the local public transit provider(s) is necessary.

C.4 Concrete Bus Stop Pads

Although not always practical, there are situations where concrete bus stop pads should be incorporated into the pavement design of a project. Frequent stopping transit vehicles in a particular location is an example where concrete pads may be warranted.

C.5 Bus Bays (Pullout or Turnout Bays)

In some situations, turnout bays for transit vehicles are appropriate (i.e., consistent slow boarding, layover needs, safety reasons, high speed traffic, etc.). Bus bays can be designed for one or more buses. Coordination with the Public Transportation Office and/or the local public transit provider(s) will help determine the need for and justification of bus bays. When possible, bus bays should be located on the far side of a signalized intersection. The traffic signal will create the critical gap needed for bus re-entry into traffic. There are several publications available which provide additional design information for transit system applications. The Department District Public Transportation Office(s) maintains a library of these publications.

C.6 Promote Public Transit

All citizens and businesses in the State of Florida are encouraged to promote public transit. This can be done in many ways, from providing employees reduced fares to providing route maps and schedules. Work with your local transit agency to provide service to large employment areas and major attractions. Assist local transit agencies in providing such things as bus lanes, park and ride lots and easements for bus shelters and bicycle parking. Encourage businesses or neighborhoods to hold a "Commuter Choices Week" and invite your transit agencies to provide information on the advantages of using transit. "Commuter Choices Week" is a state sponsored event that promotes alternative transportation in the work place (walk, bike, bus, transit, telecommuting).

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH VIRGIN TRAINS USA FLORIDA, LLC FOR CONSTRUCTION OF SUPPLEMENTAL SAFETY IMPROVEMENTS AT SELECTED RAILROAD CROSSINGS IN THE CITY

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

CRISI Grant Memo May 26, 2020 agenda, R-2020 - Virgin Trains USA Florida, LLC CRISI Grant Joint Participation Agreement for Construction of Supplemental Safety Improvements at Selected Rai



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

MEMORANDUM

DATE: May 26, 2020

TO: Honorable Mayor and Commissioners

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

BY: Candido Sosa-Cruz, Assistant City Manager

RE: **Grant Participation and Reimbursement Agreement for Construction of Supplemental Safety Improvements at Selected Railroad Crossings in the City of Dania Beach**

REQUEST

City Administration is requesting City Commission approve to sign a grant participation and reimbursement agreement between Virgin Trains USA Florida LLC and the City of Dania Beach for the construction of supplemental safety improvements at two (2) railroad crossings in the city and contribute \$29,349.18 (20% local match) to partially fund these improvements.

BACKGROUND

The Federal Railroad Administration (FRA) funded a Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant. The CRISI grant was awarded to Virgin Trains (f.k.a. Brightline). The Virgin Trains application was to partially fund forty-eight (48) supplemental safety improvements intended/designed to keep cars from accidentally turning to drive down the tracks, such as:

- Flexible edge-of-road delineators and striping and
- Centerline Delineators
- Active signs

Virgin Trains will complete the installations in 6-8 months once the grant is executed with the FRA.

Two (2) of the 48 locations are located in Dania Beach and the improvements are valued at \$146,745.90. The City's contribution shall not exceed \$29,349.18 (required 20% local match).

The two railroad crossing locations are:

- Old Griffin Road (NW 4th Avenue)
- West Dixie Highway (Near Sheridan Street)

How will this affect city programs or services?

This will add another safety element to the above referenced rail crossings.

BUDGETARY IMPACT

This is an opportunity to provide additional safety measures in the City at two of our railroad crossings for 20% of the cost, this is a onetime non-reoccurring expenditure. This 20% will be funded through an appropriation from Unassigned General Fund Balance account #001-00-00-389-90-01.

RECOMMENDATION

The City Administration recommends approving the attached Resolution, approving grant participation and reimbursement.

RESOLUTION NO. 2020-048

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH VIRGIN TRAINS USA FLORIDA, LLC FOR CONSTRUCTION OF SUPPLEMENTAL SAFETY IMPROVEMENTS AT SELECTED RAILROAD CROSSINGS IN THE CITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Virgin Trains USA Florida, LLC (“VTUSAF”) has been awarded a grant under the Federal Railroad Administration’s (“FRA”) Consolidated Rail Infrastructure and Safety Improvements Program (the “CRISI Grant”) which will provide funding for supplemental safety improvements at certain strategically identified crossings along VTUSAF’s rail corridor; and

WHEREAS, the City desires to provide funding as a local match for the CRISI Grant to improve railroad safety through such supplemental safety improvements along VTUSAF’s rail corridor within the City, which use of funds will serve a legitimate public and municipal purpose; and

WHEREAS, VTUSAF shall use the funds provided by the City pursuant to the Agreement, solely as a local match in VTUSAF’s program to improve railroad safety through supplemental safety improvements at railroad crossings along VTUSAF’s rail corridor pursuant to the CRISI Grant, a copy of which Agreement is attached as Exhibit “A” and is incorporated into this Resolution by this reference; and

WHEREAS, the City agrees to reimburse VTUSAF twenty percent (20%) of the cost incurred in connection with the design and construction of such improvements; provided that the total amount shall not exceed the total maximum City participation of Twenty Nine Thousand Three Hundred Forty Nine Dollars and Eighteen Cents (\$29,349.18);

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

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution.

Section 2. That the appropriate City Officials are authorized to execute the Agreement with Virgin Trains USA Florida, LLC, for construction of supplemental safety

improvements at selected railroad crossings for a total not to exceed amount of Twenty Nine Thousand Three Hundred Forty Nine Dollars and Eighteen Cents (\$29,349.18).

Section 3. That funding will be appropriated from Account No. 001-00-00-389-90-01.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution shall be 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 May 26, 2020.

ATTEST:

THOMAS SCHNEDIER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**GRANT PARTICIPATION AND
REIMBURSEMENT AGREEMENT
FOR
CONSTRUCTION OF SUPPLEMENTAL SAFETY IMPROVEMENTS
AT SELECTED RAILROAD CROSSINGS IN THE CITY OF
DANIA BEACH, FLORIDA**

THIS AGREEMENT is made as of _____, 2020, by and between **Virgin Trains USA Florida LLC**, a Delaware limited liability company registered to conduct business in Florida, with an address of 161 NW 6th Street, Suite 900, Miami, Florida 33136 ("**VTUSAF**"), and the **City of Dania Beach**, a municipal corporation and political subdivision of the State of Florida, existing under the laws of the State of Florida, an address of which is 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004 ("**CITY**").

WHEREAS, VTUSAF has been awarded with a grant under the Federal Railroad Administration's ("**FRA**") Consolidated Rail Infrastructure and Safety Improvements Program (the "**CRISI Grant**") which will provide funding for supplemental safety improvements at certain strategically identified crossings along VTUSAF's rail corridor, all as more particularly specified in an agreement between FRA and VTUSAF (the "**Grant Agreement**").

WHEREAS, CITY desires to provide funding as a local match for the CRISI Grant to improve railroad safety through such supplemental safety improvements along VTUSAF's rail corridor within the City of Dania Beach, which use of funds will serve a legitimate public and municipal purpose.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VTUSAF and CITY hereby agree as follows:

1. VTUSAF shall use the funds provided by CITY pursuant to this Agreement solely as a local match in VTUSAF's program to improve railroad safety through supplemental safety improvements (the "**Improvements**") at railroad crossings along VTUSAF's rail corridor within the boundaries of CITY pursuant to the CRISI Grant, as set forth in attached **Exhibit A**.

2. Within ninety (90) days after the completion of Improvements at a railroad crossing within the boundaries of CITY, VTUSAF will provide CITY with an invoice detailing the Improvements at such crossing, and CITY agrees to reimburse VTUSAF twenty percent (20%) of the cost incurred in connection with the design and construction of such Improvements within thirty (30) days following CITY's receipt of such invoice; provided, however, that the total amount that CITY will pay VTUSAF pursuant to this Agreement shall not exceed the total aggregate sum of \$29,349.18 ("**Maximum City Participation**").

3. CITY may audit the books, records, and accounts of VTUSAF that are related to this Agreement. VTUSAF shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. VTUSAF shall preserve and make available, at reasonable times for examination and audit by CITY all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law (Chapter 119, Florida Statutes) and corresponding retention schedules, or for a minimum of three (3) years after expiration or termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by CITY to be applicable to VTUSAF records, VTUSAF shall comply with all requirements thereof.

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

(a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of VTUSAF, anyone directly or indirectly employed by it, or anyone for whose acts any of them may be liable in the performance of the work contemplated by this Agreement (the “Work”);

(b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by VTUSAF in the performance of the Work;

(c) liens, claims, actions made by VTUSAF or other party performing the work; and

(d) claims of whatever nature related to collection practices or any actions of a contradictory nature pursuant to this Agreement or in an attempt to collect monies due or claimed to be due to the CITY.

5. MINIMUM INSURANCE REQUIREMENTS

The Certificate of insurance shall be made to the City of Dania Beach, 100 West Dania Beach Boulevard, Dania Beach, FL 33004 and should reference the operation and contract/agreement number.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days’ advance written notice shall be given to the City of Dania Beach.

Minimum coverage with limits and provisions are as follows:

Commercial General Liability: VTUSAF shall provide minimum limits of \$1,000,000.00 each occurrence, \$1,000,000.00 annual aggregate per project combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, broad form property damage, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Dania Beach and shall name the City of Dania Beach as an additional insured. The policy of insurance shall be written on an “occurrence” form. Coverage includes work within 50 feet of a railroad, if applicable.

Automobile: VTUSAF shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

Workers' Compensation: VTUSAF shall provide and maintain workers’ compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Said policy must include Employers’ Liability insurance with limits of no less than:

Each Accident	\$ 500,000.00
Disease – Policy Limit	\$ 500,000.00
Disease – Each Employee	\$ 500,000.00

Contractor(s) must be in compliance with all applicable state and federal workers’ compensation laws, including US Longshore and Harbor Workers Compensation Act, Jones Act, Federal Employers Liability Act (railroad), etc.

VTUSAF shall further ensure that all of its sub-contractors maintain appropriate levels of workers’ compensation insurance.

Other Insurance Provisions: The City of Dania Beach is to be specifically included on all certificates of insurance (with exception to Workers Compensation) a named additional insured. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

6. VTUSAF agrees to indemnify and hold harmless the CITY and its respective officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of VTUSAF and persons employed or utilized by VTUSAF in the performance of the Work.

7. All claims, counterclaims, disputes and other matters in question between the CITY and VTUSAF arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction. For any legal action arising out of or pertaining to this Agreement shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, or the standard of performance required in it, each party shall bear its own attorney fees and costs.

In the event that a dispute, if any, arises between the CITY and VTUSAF relating to this Agreement, or its performance or compensation, the VTUSAF agrees to continue to render service in full compliance with all terms and conditions of this Agreement.

It is acknowledged and agreed that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement.

8. This Agreement shall constitute the entire agreement between CITY and VTUSAF for the use of funds received pursuant to this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and VTUSAF with respect to this Agreement. No prior written or contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS OF THE FOREGOING, the parties executed this Agreement effective on the date first above written.

ATTEST:

**CITY OF DANIA BEACH,
a Florida Municipal Corporation**

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED FOR FORM
AND CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

Virgin Trains USA Florida, LLC
a Delaware limited liability company

Signature

Signature

PRINT Name

PRINT Name

Signature

Title

PRINT Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or by ☐ online notarization, on _____, 2020, by Patrick Goddard, as President of Virgin Trains USA Florida, LLC a Delaware limited liability company registered to conduct business in Florida, on behalf of the company. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print Name

My Commission Expires:

EXHIBIT A

I. PROJECT:

Type of Crossing Improvement:

- 2 edge markings and striping
- 1 centerline delineator
- 1 active sign

II. BREAKDOWN BY CROSSING:

City	Crossing	Edge Markings and Striping	Centerline Delineators	100' Raised Median West Side	Exit Gates (Both Sides)	Exit Gates (SE)	Exit Gates (NW)	Active Signs	Blended Total (incl. PM + Design)
DANIA	[272572B] MP 345.44; Old Griffin Rd. (NW 4th Ave.); Dania	X	X						\$ 29,951.52
DANIA	[272576D] MP 347.08; Dixie Highway; Dania	X						X	\$ 116,794.38
									\$ 146,745.90

III. TOTAL PROJECT COST: \$146,745.90

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR SERVICES TO BE PROVIDED BY TYLER TECHNOLOGIES, INC. FOR FISCAL YEAR ENDED SEPTEMBER 30, 2020 AND TO EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES THAT ARE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS

Purchasing Requests ONLY

Dept:

Acct #:

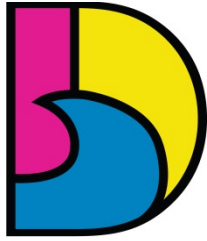
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo R-2020- Tyler Technologies to Exceed 25K, R-2020- Tyler Technologies to Exceed 25K, SaaS Agreement R-2020- Tyler Technologies to Exceed 25K, Hosting Schedule R-2020- Tyler Technologies to Exceed 25K



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

DATE: May 26, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Finance Director

SUBJECT: Approval of a resolution and agreement with Tyler Technologies, Inc. for hosting New World Systems software (Software as a Service) and to exceed the City's \$25,000 vendor threshold

REQUEST

The Finance Department requests approval of a resolution and agreement with Tyler Technologies, Inc. for hosting New World Systems software (Software as a Service, "SaaS") and to exceed the City's \$25,000 vendor threshold.

BACKGROUND

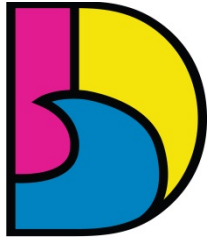
Tyler Technologies is the provider of New World Systems, the City's centralized enterprise resource planning (ERP) software system that provides daily processing capabilities for Finance, Utilities, Human Resources, Community Development, and Code Enforcement. The City has had formal agreements in place for New World Systems software for approximately 10 years.

The City's agreement with Tyler Technologies provides for the City to host the software on its own equipment, which requires a significant amount of administrative time from City Information Technology staff. Tyler Technologies provides a SaaS option that provides the New World Systems software to the City through an internet browser. Additionally, Tyler will manage the servers, software, and database, providing the necessary levels of security, and handling updates and upgrades whenever applicable.

Additionally, the SaaS model provides a disaster recovery solution to the City. The system will be hosted in Michigan with a backup/failover site in Texas. In the event of a major disaster in South Florida, City staff will still be able to access the system from anywhere with an internet connection.

ATTACHMENTS

Resolution
SaaS Agreement with Tyler Technologies



DANIA BEACH
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CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

BUDGETARY IMPACT

The fiscal year 2019-20 cost for the City to host its own software is \$57,720. The SaaS model will cost the City \$87,192.30 in year one, plus additional one-time fees of \$4,000 (VPN) and up to \$2,500 for professional services. The IT Division has savings from the IT Manager vacancy that will be used to support this initiative.

RECOMMENDATION

Approve the resolution and agreement with Tyler Technologies, Inc. for hosting New World Systems software and to exceed the City's \$25,000 vendor threshold.

RESOLUTION 2020-049

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR SERVICES TO BE PROVIDED BY TYLER TECHNOLOGIES, INC. FOR FISCAL YEAR ENDED SEPTEMBER 30, 2020 AND TO EXCEED THE CITY'S ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES THAT ARE 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 authorized to do so in advance by a resolution adopted by the City Commission, if such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months by other governmental agencies such as the federal government, State of Florida or the Florida county or municipality; and

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

WHEREAS, Tyler Technologies, Inc. is the provider of "New World Systems", the City's centralized enterprise resource planning (ERP) software system; and

WHEREAS, the current agreement with Tyler Technologies expiring September 30, 2020 requires the City to host the system on site, on its own hardware, requiring a significant amount of time and effort, while providing no disaster recovery options; and

WHEREAS, Tyler Technologies provides a Software as a Service (SaaS) model, hosting the system from Michigan, with a backup in Texas, relieving the City of the administrative burden of supporting its own system, while providing a disaster recovery solution; and

WHEREAS, the initial term of the Agreement is three (3) years from the first day of the first month following the effective date and may be renewed for additional one (1) year terms by mutual written consent of the parties; and

WHEREAS, the SaaS model will exceed the annual Twenty Five Thousand Dollars (\$25,000.00) City purchase threshold for a single vendor and, therefore, requiring City Commission approval;

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 execute an agreement and other required documents for the procurement of hosted software (Software as a Service) from Tyler Technologies, Inc. for a three (3) year initial period.

Section 3. That all purchases made from Tyler Technologies, Inc. shall be subject to approved annual budget appropriations and in accordance with the City’s procurement policies, and are authorized to exceed the annual amount of Twenty-Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor.

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 May 26, 2020.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. ("Tyler") and the City of Dania Beach, Florida ("Client").

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Dania Beach, Florida.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposals for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.

- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.

- 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope or duration of the SaaS Services.
- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum

tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

- 6.4 In the event we declare a disaster, our Recovery Time Objective (“RTO”) is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will

finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process,

we will:

- 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
- 9.2 provide telephone support during our established support hours;
- 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
- 9.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement may be renewed for additional one (1) year terms by mutual written consent of the parties. The foregoing notwithstanding, the Client's payment of a SaaS renewal invoice issued by Tyler shall be deemed to be Client's consent to renew. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

- 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 2.5 For Convenience. You may terminate this Agreement for convenience upon thirty (30) days' written notice to us.
- 2.6 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term; and
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 5% of the SaaS Fees then due for the remainder of the initial term.
3. Delivery of Data. In the event of termination or nonrenewal of this Agreement, Tyler shall, upon Client request, provide to Client a copy of the Client database then residing in Tyler's hosted environment. The Client may request additional transition services within thirty (30) days of the notice of termination or nonrenewal. The scope of such transition services will be mutually determined by the parties. Transition services will be provided on a time and materials basis at Tyler's then-current rates.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your gross negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense. Tyler understands and agrees that as a Florida municipality, the Client is entitled to the protection of the sovereign immunity statutes

Comment [LJ1]: The City's edits included striking this language. This applies to Tyler's obligation to pay these costs for claims subject to indemnification. Since we agree to assume a full defense of these claims, then we will assume the obligation to pay the attorney's fees and costs.

(see F.S. 768.28) and law of the State of Florida.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance naming you as an additional insured as set forth herein following the Effective Date.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in

good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

In the event that a dispute, if any, arises between the Client and Tyler relating to this Agreement, both parties agree to continue to meet their respective obligations under this Agreement during the dispute unless the nature of the dispute dictates otherwise.

For any legal action arising out of or pertaining to this Agreement, venue shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party shall bear its own attorneys' fees and costs in the event of any such litigation.

4.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in

Comment [LJ2]: City had proposed language for Tyler review. Tyler can agree to the language set forth here. Because implementation is a cooperative process, both parties should have a mutual obligation to perform during a dispute. Tyler cannot be responsible for project delays or failure to meet the terms of this agreement if the City stops performing. Tyler cannot waive its right to jury trial. Also, the language regarding venue was somewhat repetitive so I have copied the relevant portion here.

performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security

numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

The foregoing notwithstanding, the parties agree that documents, records and other information disclosed pursuant to this Agreement are subject to statutory and decisional case law of the State of Florida regarding confidentiality, disclosure and exemptions thereto.

Comment [LJ3]: The City had proposed adding similar language to the Entire Agreement section below. Given that this language applies to confidentiality, it makes more sense to add here.

Also, this agreement is governed by FL law so we would not be looking to federal law regarding confidentiality.

- 18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork or contact information so that we may timely obtain such license.
- 19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
- 20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- 21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
- 22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Dania Beach, FL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.

One Tyler Drive

Yarmouth, ME 04096

Attention: Chief Legal Officer

Address for Notices:

City of Dania Beach

100 West Dania Beach Boulevard

Dania Beach, FL 33004

Attention: Finance Director

Copy to:

City Attorney

c/o Dania Beach City Hall

100 West Dania Beach Blvd.

Dania Beach, FL 33004



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
5. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error

Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. **Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. **Force Majeure**

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



New World ERP ASP Worksheet

TO: Dania Beach, FL
 FROM: Dudley Wellington, Account Representative
 DATE: 03/28/19
 RE: New World ERP Applications and System Software
 Quote #
 PHONE: 248.269.1000 X1678
 EMAIL: dudley.wellington@tylertech.com

Item Code	Description	Annual ASP Quote
Financial Applications		
FM	Financial Management Base Suite	\$ 7,971.60
FM	Asset Management	\$ 1,474.20
FM	Bank Reconciliation	\$ 885.30
FM	Contract Accounting	\$ 1,474.20
FM	Misc Billing and Receivables	\$ 1,474.20
FM	Purchasing Base	\$ 2,653.95
FM	Site License	\$ 4,954.95
FM	3rd Party Document Imaging Interface	\$ 2,895.75
Payroll & HR Applications		
HR	Human Resources Management Base Suite	\$ 6,784.05
HR	Benefits Administration	\$ 1,179.75
HR	Employee Event Tracking	\$ 1,474.20
HR	Personnel Action Processing	\$ 1,474.20
HR	Position Budgeting	\$ 1,474.20
HR	Workers Compensation Administration	\$ 1,474.20
Community Development		
CD	Business Licensing	\$ 2,065.05
CD	Code Enforcement	\$ 1,474.20
CD	GIS Integration- Community Development	\$ 3,244.80
CD	Municipal Inspections	\$ 2,653.95
CD	Parcel Management	\$ 1,474.20
CD	Permits	\$ 2,653.95
CD	Project Planning	\$ 2,653.95
Utilities		
UT	Water/Sewage/Refuse Base	\$ 5,309.85
UT	GIS Integration- Utility Billing	\$ 1,179.75
UT	PC Cash Register Interface	\$ 1,474.20
UT	Service Order Processing	\$ 2,653.95
UT	Meter and Device Inventory	\$ 1,770.60
Decision Support		
DSS	Finance Analytics	\$ 1,179.75
DSS	HR/Payroll Analytics	\$ 1,179.75
DSS	Community Development Analytics	\$ 1,179.75
DSS	Utility Management Analytics	\$ 1,179.75
eSuites		
eSuites	eSuite Base	\$ 2,359.50
eSuites	eBenefits Administration	\$ 1,770.60
eSuites	eEmployee	\$ 3,244.80
eSuites	eLicense	\$ 1,474.20
eSuites	eParcels	\$ 1,474.20
eSuites	ePayments	\$ 1,474.20
eSuites	ePermits	\$ 1,474.20
eSuites	eSupplier	\$ 1,474.20
eSuites	eUtilities	\$ 1,474.20
Annual Hosting Fee based on 3 year agreement		\$ 87,192.30
Onetime VPN Fee		\$ 4,000.00
Project Planning Services		\$ 2,500.00
Total 3 year Investment		\$ 268,076.90

Recurring SaaS fee is based on a three (3) year commitment for up to one hundred (100) concurrent users.
 Additional concurrent users will be billed at our then current rate which is currently \$1750 per user per year.
 Live and Test (2 environments)

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE APPROVED BY THE CITY COMMISSION, TO FUND THE SOUTHEAST 2ND AVENUE WATER MAIN PIPE REPLACEMENT PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Public Services)*

Purchasing Requests ONLY

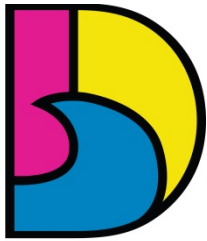
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

C-MEMO-ORDINANCE-1M-EXPENDTR-SE2AV-WMAIN-052620 (2) (3)-revFJR (1), O-2020- Authorize Expenditure of Funds for SE 2nd Avenue Water Main Pipe Replacement Project



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: May 26, 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: ADOPTION OF AN ORDINANCE AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS TO FUND THE SE 2ND AVENUE WATER MAIN REPLACEMENT PROJECT

Request

The Public Services Department (PSD) requests adoption of the attached ordinance authorizing the expenditure of city funds exceeding one million dollars.

Background

The water pipes (mains) in SE 2nd Avenue and some of the surrounding area were installed circa 1952, and was constructed of cast iron pipe. The pipe was never lined to extend the pipe's life cycle. There have been three pipe breaks within the last three months in the project area and there is a continued risk of additional breaks until the pipe is replaced. This project will replace approximately 8800 lineal feet (LF) of 8-inch cast iron water pipe with 12-inch C-900 PVC water pipe in SE 2nd Avenue and SE 7th Street.

Approval to bid construction of the SE 2nd Avenue Water Main Project, estimated to cost approximately \$1.3 million, was granted via Resolution 2020-041 passed and adopted on May 12, 2020. Assuming the project is bid in June, an aggressive timeline would target project completion by November 1, 2020. All involved with the project believe that this project needs to be expedited and done immediately.

Budgetary Impact

Funding for this project will be appropriated from the Water Enterprise Fund Account# 401-00-00-389-90-02.

Recommendation

PSD recommends adoption of the attached ordinance authorizing the expenditure of City funds exceeding one million dollars to fund the SE 2nd Ave Water Main Project.

ORDINANCE NO. 2020-009

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS NOT TO EXCEED THE PROJECT ESTIMATE APPROVED BY THE CITY COMMISSION, TO FUND THE SOUTHEAST 2ND AVENUE WATER MAIN PIPE REPLACEMENT PROJECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2, “Certain Expenditures” of Article 3, “Powers of the City”, the City Commission must, by ordinance approve any expenditures of City funds that exceeds One Million Dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, City staff anticipates that funding for the Southeast 2nd Avenue Water Main Pipe Replacement Project will exceed the monetary threshold; and

WHEREAS, the project expenditure shall not exceed the project estimate approved by the City Commission;

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

Section 1. That the proper City officials are authorized to expend more than One Million Dollars (\$1,000,000.00) in connection with the Southeast 2nd Avenue Water Main Replacement Project.

Section 2. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed.

Section 4. That this Ordinance shall take effect immediately at the time of its passage and adoption.

PASSED on first reading on May 26, 2020.

PASSED AND ADOPTED on second reading on _____.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

LORI LEWELLEN
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

COMPLETE COUNT ADVISORY COMMITTEE
MEMBERSHIP
Friday, May 01, 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
Mia Kelava 3901 SW 54th Street Dania Beach, FL 33312 954-702-7404 miakelava@outlook.com	April 28, 2020	July 30, 2019 through October 31, 2020	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
Friday, May 15, 2020

Name/Address Phone Number	Date Appointed	Term	Position
		June 22, 2020 through June 22, 2022	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)

PLANNING & ZONING BOARD
MEMBERSHIP
Tuesday, May 12, 2020

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Bobbie H. Grace 110 NW 8 th Avenue Dania Beach, FL 33004 954-927-6838 (H) 954-396-0941 (C)	December 11, 2018	November 2018 through November 2020	James
Kenya J. Peterman 732 SW 2 nd Place Dania Beach, FL 33004 954-699-8470 754-204-2740 754-322-6362 (W) mrssunshine01@yahoo.com	January 8, 2019	November 2018 through November 2020	Lewellen
W. Quin Robertson, Phd., GISP 805 Natures Cove Road Dania Beach, FL 33004 732-423-0039 561-361-3199 (W) qrobertson@att.net	December 11, 2018	November 2018 through November 2020	Harris
		November 2018 through November 2020	Odman
Tony Suriani 1341 SE 3 rd Avenue, #207 Dania Beach, FL 33004 954-801-8189 antoniospizza@hotmail.com	January 8, 2019	November 2018 through November 2020	Brandimarte
Charlotte Sloboda 2905 Lakeshore Drive Dania Beach, FL 33312 954-559-5473 csloboda@bellsouth.net	January 8, 2019	November 2018 through November 2020	Alternate
David Nuby, Jr. P.O. Box 1214 Dania Beach, FL 33004 954-275-2579 davidnuby@aol.com	January 22, 2019	November 2018 through November 2020	Alternate

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 धारleyoh@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 tladeras@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

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

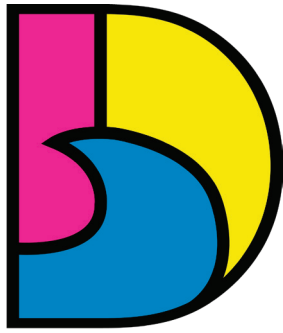
Date: May 26, 2020

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 *AMG*

Subject: City Manager's 12 Month Annual Report

It is my honor to present to you the attached report that reflects this past year at a glance. Actually, it's been 14 months that I have been serving as your City Manager, and words cannot begin to express my satisfaction and my heartfelt appreciation to serve you and this wonderful Dania Beach Community. In order to facilitate your evaluation of me, I wanted to send you as promised the highlights of my tenure as your City Manager. While I am sending you this report electronically a week in advance of the Commission meeting as I committed to doing, I have also prepared a hard copy for your perusal. This report represents the dedication, perseverance, hard work, focus and commitment of my Team and I to you, and all that live, work and visit our great City, the City of Dania Beach.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY MANAGER
ANA M. GARCIA



May 2020



DANIA BEACH COMMISSION

MAYOR LORI LEWELLEN

VICE MAYOR LAUREN ODMAN

COMMISSIONER CHICKIE BRANDIMARTE

COMMISSIONER BILL HARRIS

COMMISSIONER TAMARA JAMES



City Manager's 12 Month Annual Report

City Manager	4
BSO Fire Rescue	8
BSO Law Enforcement	11
Community Development	14
Finance & IT	18
Grants & CIP	20
Human Resources	22
Parks & Recreation	24
PIO / Communications	27
Public Services	31

A thorough review of the year 2019 to 2020 under the leadership of City Manager Ana M. Garcia. ICMA-CM



CITY MANAGER

ANA M. GARCIA

It has been 14 months since I started this journey/mission with my Team as your City Manager and I take this responsibility very seriously; my words are aligned with corresponding actions/ that are results- oriented via a plan to accomplish a desired outcome. The achievements of my administration are tangible and quantifiable, as you will read in my memo and in the documents provided to you by all the departments I lead. I have led our "City Team" with clarity of communication, desired expectations, and outcomes while at the same time motivating, leading by example and expressing gratitude. The aforementioned I do consistently. However, when I need to discipline or reflect with one of my Team members on how we could have done something better or in a more timely manner, I do this fairly, consistently and in the appropriate environment with good intentions to facilitate growth via a learning opportunity. The senior Team I have kept, hired or promoted during my tenure as your City Manager reflect my decision making ability and the discernment needed to ensure we have a dedicated Team of professionals who reflect the key characteristics of leadership that I look for such as integrity, courage, dependability, respect, drive and self-motivation. I have high expectations and set a very high bar because I owe that to my Team, to you and to the Dania Beach Community. This year we have also hired a much needed procurement position that will be key to insure we do things with adherence to all protocols and compliance. My goal for the City Team and myself is to continue to build on our strengths and evolve personally and professionally so the sum of the parts bring about the necessary changes, adjustments, and the needed focus to accomplish our objectives for organizational excellence and a service delivery at all levels, from all the departments that is second to none. Additionally, the fulfillment of the policies and directives of the City Commission will always continue to be on the forefront of our Mission.

To say this has been a very challenging time/year, from Hurricane Season, to Budget Challenges for fiscal 2020, to Covid19 would be an understatement. However, crisis management is a strength for me, and my Team is a reflection hence why we successfully delivered a balanced budget and a proactive capital plan. We are operating this fiscal year doing more with less as our adopted General Fund Budget 2020 is \$350,000 less than the adopted/amended General Fund Budget for fiscal 2019. Furthermore, our completed Audit that occurred this past March of 2020 reflects a \$2.5 million dollar increase from \$31.8 million to \$34.2 million in our General Fund Balance. We set up an effective EOC game plan and prepared in a timely manner for Hurricane Season. We kept our City and our employees safe as we took many proactive measures. We partnered with the Dania Beach Casino and successfully executed our plan to provide more than 3,000 pre packed and sealed sand bags to our Community. We elevated the frequency of our Communications and took an aggressive approach to augment our Facebook followers at the tune of a 69% increase in 12 months. We took the bull by the horns as we dealt with the onset of Covid19, by executing the City's first ever telework policy, and the Manager's Covid19 Task Force. Additionally, we brought forward to the City Commission key legislation for your approval as early as March 10th to ensure we could procure all the necessary goods and services to protect our City Team and our Community. Throughout this pandemic we have been proactive and extremely informative to all and we believe our combined efforts have led to a healthy workforce with no cases of Covid19 on our Team and very low numbers of infected individuals Citywide. I led the way to raise \$20,000 in a weeks' time and partnered with a multitude of individuals and companies to plan and execute the Adopt-A-Box food distribution of 800/20lbs family boxes of fresh fruits and vegetables for our Community during this time of need. While this initiative started with me, the success was due to a Team effort. Additionally, this coming Friday, the 22nd of May, we will host another major food distribution in our City in Partnership with Farm Share. We continue to plan strategically, effectively and consistently while at the same time paying close attention to the details, shifting gears as circumstances dictate, while continuing to move forward seeking and finding solutions. We are extremely proud of the relationships we continue to build and foster with the public and private sector, as well as many of our elected officials at the Federal, State and County for these relationships have a direct benefit to our Community.



We are very proud of the responsiveness of this administration, I lead by example and we are open for business and resolving issues and addressing resident needs not just during working hours, but nights, weekends and holidays as you all are aware. I have a strong commitment to citizen service and my actions and that of my team reflect the true example of dedicated public servants. We are very happy and satisfied on how we have been able to enhance and augment our special events and or bring on new and innovative endeavors particularly events that have come as a result of partnerships, sponsorships and key donations. This has been a banner year as we partnered with our local Rabbi to not only light a beautiful Christmas Tree but also we had a lovely Menorah lighting Ceremony. We wanted to Celebrate the 115th Anniversary of our City and while we only received a mere \$3,000 to make the event happen, we generated \$15,000 in grants, donations and sponsorships. We actually only spent \$1,668.78 for a beautiful and well attended celebratory 115th Birthday Brunch. We are always looking to forge relationships for the benefit of our Community, we will walk that extra mile, make one more phone call, have one more meeting and knock on another door because we believe that perseverance and effort pays off! My administration fully embraces the belief that if we seek, we will find, we owe this to us, to you and to our Community. The aforementioned leads me to a meeting with Kimco/ Dania Pointe while our Police Substation is moving forward in the construction phase, we the City never discussed a Fire Substation, or a possible donation to support Safety/ enhancements associated with Fire and EMT. I started that conversation and working with our Fire Chief, our dialogue with Kimco/Dania Pointe at the very least will result with the City of Dania Beach receiving a donation of \$250,000. Every opportunity that we can have to augment our adopted budget, save taxpayer dollars by seeking partnerships, donations, and grants rest assured we will and we have. It had been quite a while since the City received a piece of the State Budget, so in 2019 we spent two days in Tallahassee meeting with more than a dozen Senators, State Representatives, and key state agencies. The seeds we planted last year and our tireless efforts, have resulted in a Budget that both the House and the Senate approved \$250,000 for a key water project in our Community. This past year we have received \$6,095.343 million in confirmed grants, and \$6,491,379 million is pending from other grants we have applied for. The goal always is to enhance our City and to augment existing services and programs by not leaving any stone unturned.

The Safety of our City, our residents, and our employees is paramount to me and I have ensured 3 key initiatives have been implemented and completed successfully. Working with our Chief and our ACM, we set out to do a complete security assessment of City Hall, including our parking garage, Commission Chambers and all areas in and outside of City Hall. The assessment exposed many deficiencies from lack of security, to cameras that were not functioning properly or nonexistent where needed, to doors, lighting and landscaping that contributed to an unsafe environment. A strategic plan was set in motion and successfully completed. Additionally, prior to Summer Camp 2019 within my first 90 days as the City Manager, I called for a full inspection of our City pools, the findings reflected that the pools at PJ Meli and CW Thomas Parks had deficiencies, one in particular had very serious electrical issues. We worked diligently and effectively to address all issues in time to open our Pools for Summer Camp. We now have a yearly inspection program in place for all our Parks and Facilities. An assessment/ inspection of City Hall resulted in a serious mold problem identified in the West Wing; this issue was communicated to our City Commission and the monies were sought to address, mitigate and complete the project. We will continue to invest in the maintenance of our facilities and infrastructure and recommend key capital projects and corresponding appropriations.

Community Policing is a results oriented endeavor as Law enforcement should include many aspects of community involvement and participation particularly community engagement with youth. This past year I wanted to challenge our Chief as I have and continue to challenge all our senior leaders. The



result was our First Annual BSO/Youth Fishing special event where 35 local boys and girls enjoyed a day of fishing, wonderful lunch and priceless interaction with the men and women that represent our Law Enforcement Community. This event was sponsored by local restaurants and businesses that contributed everything we needed to realize this very special endeavor. Crime in our Community is on the decline with a 9% decrease this past year, while Community Policing, engagement and programming continues to rise. The purchase of 3 new speed trailers and license plate readers will further assist us to mitigate speeding, and at the same time identify the vehicles that enter our City at various points.

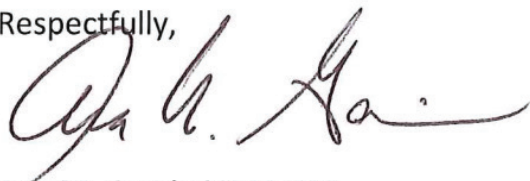
Our City Team/employees are one of our most valuable assets, and we continue to invest, promote, express our gratitude and find resources to assist them for the return in this investment and caring for our Team leads to a more committed and dedicated work force. This investment has been proven to result in enhanced performance and service delivery and that is a top priority of this administration. This past year, we initiated a very effective and genuine dialogue with our Collective Bargaining Team that resulted in a very successful and fair negotiation with our union members. A super majority of our union members voted in support of the negotiated contract as did our City Commission. We have a 3 year contract in place.

We have key Master Plans, and completed studies in place such as our Parks Master Plan, City wide Lighting assessments, Capital/ Fleet plans, etc.; we have also moved forward with a Transit Study and put in motion the adopted 2015 Ocean Park Plan. We are in dialogue with FAU, FDOT, and have set up an internal Team as we move forward progressing every day. We are accomplishing the large tasks as well as the small details that are necessary to evolve as a City and whereas we may stumble or take a small step backwards as we deal with challenges that come our way, rest assured this Administration possesses the skill set, proven leadership, innovative/outside the box thinking, combined with the needed determination, resolve, energy, and motivation that will continue to result in a safer, more beautiful and fiscally sound City.

My success during the first 14 months as City Manager would not be possible without the great contributions, and efforts of all the City Departments I lead, therefore included as a back up to this memo as I consistently do monthly is my Department Directors highlights of this year at a glance. While there is a lot of tangible and quantifiable information for your perusal, what I must mention is the accessibility of my team and I, and the immediate responses we provide to resolve issues for our Community. This level of attention has been very much appreciated and well received by our residents, and many individuals have reached out to me in all forms of communication to express their gratitude. You can continue to expect this level of service excellence and responsiveness always.

It's my honor to serve you and the Dania Beach Community as your City Manager and lead this outstanding group of individuals that I respectfully and with affection refer to as the "A Team". I look forward to continue to carry out the directives and policies of the City Commission expeditiously, responsibly and consistently while collaborating with all of you as I have done throughout my tenure as your Manager.

Respectfully,

A handwritten signature in dark ink, appearing to read 'Ana M. Garcia', written in a cursive style.

Ana M. Garcia ICMA-CM
City Manager



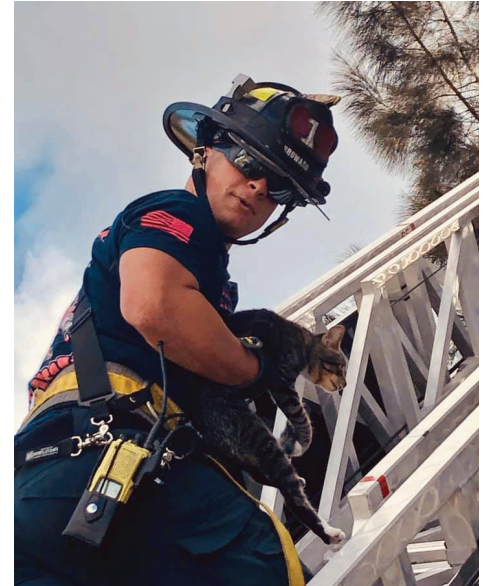
**BROWARD
SHERIFF'S OFFICE
FIRE RESCUE**

FIRE RESCUE

- **I hired first Fire District Chief** in Dania Beach History.
- **First City to implement pre-emptive measures and safe practices** for COVID-19 Pandemic, checking on the elderly and ensuring facilities were in compliance with COVID-19 safety rules and regulations in the following facilities:
 - **Nine (9) Assisted Living Facilities**
 - **Three (3) Nursing Homes**
 - **Two (2) Group Homes**
- Additionally, **checked on above facilities three (3) times a week** to ensure PPEs were being used by staff and no COVID-19 breakouts.
- Worked with EOC and other private vendors and or individuals to get **PPE for our City Essential Employees**. Below is a list of PPE received:
 - **Over 1,000 masks received**
 - **Over 20 gallons of hand sanitizer received**
 - **Over 2,000 sets of gloves received**
- **Push in Ceremony – first new Fire Rescue truck since 2009** – this was state-of-the-art Fire Rescue ambulance used to transport patients. **Partnership between City and Broward County resulted in deferred payment.**
- Sent **Fire safety educational flyers with City water bill** to educate residents on fire safety.
- **Completed ISO** (Insurance Services Office) Inspection and Certification. ISO creates ratings for fire departments and the surrounding communities
- **Support City EOC and prepare team** discussion and training as early as October 2019. Current City staff and Fire Rescue are ready and prepared for the year 2020 Hurricane season.
- **Hurricane Distribution** – first city to organize, and distribute over 120 pallets of goods for **Hurricane relief to the Bahamas.**
- **Fire Rescue Toy Drive** partnering with Kimco and Brandsmart - toys were distributed to over 100 Dania Beach families.
- Partnered with Kimco to work on **Fire Rescue Sub Station or \$250k for safety initiatives.**
- Completed an extensive **concurrency report on Dania Pointe.**
- Completed training for over 100 employees on how to use **Stop the Bleed Kits.**
- **First Fire Station to start clean station initiative** keeping first responders safe



- New Fire Station **state-of-the-art alerting system** being installed.
- **New fire truck communication system** using high end modems eliminating MiFi



**BROWARD
SHERIFF'S OFFICE
LAW ENFORCEMENT**

BROWARD SHERIFF'S OFFICE (BSO) LAW ENFORCEMENT

Most notable **decrease in crime for the past 12 month, overall reduction of crime -9%:**

	2018 -2019	2019-2020	DIFFERENCE	%
AGGRAVATED ASSAULT	39	26	13	-33%
AGGRAVATED BATTERY	42	33	9	-21%
AUTO THEFT	117	109	8	-7%
AUTO THEFT - MOTORCYCLE	11	9	2	-18%
BURGLARY CONVEYANCE	330	277	53	-16%
BURGLARY RESIDENCE	114	89	25	-22%
HOMICIDE	2	1	1	-50%
ROBBERY	44	38	6	-14%
ROBBERY BY SUDDEN SNATCHING	13	6	7	-54%
THEFT - ALL OTHER	350	293	57	-16%
THEFT - MOTOR VEHICLE PARTS	52	44	8	-15%
Grand Total	1313	1196	117	-9%

BSO Team held First Annual Fishing Excursion at Boaters Park, **35 local children from our Dania Beach camps** were treated to lunch and a day of fishing. BSO partnered with Parks and Recreation, BSO Fire, Bass Pro Shops, Anglers Bait and Tackle, Dusky Marine and PDQ.

- Our **Annual National Night Out Against Crime** was held in conjunction with the Dania Beach Trunk or Treat event at CW Thomas Park. Many BSO resources were present such as SWAT trucks, motorcycles and boats. **BSO Team interacted with several hundred people from our Dania Beach community.**
- The Chalk for Peace event took place at Collins Elementary School where students wrote messages of peace on the basketball court, **further developing our Community Policing relationships in the community.**
- Several **Miami Dolphins players attended a meet and greet** and played football with neighborhood children at CW Thomas Park. **Over 50 children** enjoyed playing football and meeting professional athletes.
- LETF funds were approved to purchase **new License Plate Reader Trailers and Speed Trailers** as well as a **Surveillance Tower** further enhancing our safety initiatives in our City.
- Applied for the **2020 COPS Grant** to fund additional Deputy Positions due to the growth of our city.
- Began **planning/construction of the BSO Dania Pointe substation.**
- Completed a full security survey of City Hall which was utilized to target harden the facility and make it more secure.







COMMUNITY DEVELOPMENT

COMMUNITY DEVELOPMENT

BUILDING DIVISION

Improved CRS class from a rating of 9 to a rating of 6 resulting in a 10% saving for residents on their flood insurance premiums, implementing protocols to prevent flood damage.

Established Special Permitting Office (SPO) offering electronic plan review with review turnaround time within 10-14 business days.

Implemented *Epermits One stop*. This Epermits system will eliminate the need for customers to travel to Broward County's Government Center to submit for County approvals.

Implemented Online Building Permit Payment system, more convenient for the customer, decreases traffic at City Hall and expedites construction activity.

Implemented Electronic Tracking System to expedite locating plans for status updates and expediting records requests.

Total revenue collected from permit fees in last 12 months: **\$5,548,106.00**

Below is a table of statistics for the Building Division in the last 12 months:

Total Permits issued in last 12 months	
Number of permits issued	4,088
Total Building Inspections	
Number of inspections	36,792
Total Certificates	
Certificate of Occupancy	109
Temporary Certificate of Occupancy	6
Certificate of Completion	42
Total Value of construction	
Total value of construction	\$378,771,221.59
Dania Pointe Certificates	
Certificate of Occupancy	20



CODE COMPLIANCE AND PARKING ENFORCEMENT

COVID-19

Code Compliance Officers are patrolling the City of Dania Beach **Monday through Sunday from 8am - 8pm**, enforcing Emergency Orders issued by the State, County, and City to help stop the spread of COVID-19.

Copies of the **Emergency Order** have been distributed to the all businesses in the City and as orders change we continue to educate businesses on new restrictions or lifted restrictions.

Parking Enforcement team is supporting Code with **enforcement of the Emergency Orders**.

Staff has also established an **application process and inspection procedures for Short Term Rental** (Vacation Rental) educating and assisting property owners on the code and process.

Upgraded Vacation Rental (VR) Monitoring system helping staff efficiently track new VR listings in order to enforce City codes.

Coordinated with BSO Law Enforcement to educate and assist the homeless in the City and help provide resources needed.

Below is a table of statistics for Code Compliance & Parking Division in the last 12 months:

Parking Revenues	\$1,434,701
Code Revenues	\$ 676,039
Violation notices issued	726
Warnings issued	642
Complaints Received	1067
Cases brought before the Special Magistrate	245
Parking tickets issued	5654
Lot Letters	86
Tow Right of Way	87

Code team has worked hard in ensuring all lights at the beach are in compliance with state and county turtle lighting regulations.

Time to dim the lights for
**SEA TURTLE
NESTING SEASON**



PLANNING & ZONING

Planning & Zoning staff have recently implemented a new **Electronic Plan Review system** for DRC to streamline the application and review process saving time, reducing meetings in person and eliminating drive to City Hall.

P&Z was instrumental in **coordinated the design, permitting and construction** of the City’s new **Entryway sign**.

Created the **City’s first Public Art ordinance** and implemented the public art fee and associated fund.

Below is a table of statistics for the Planning & Zoning Division in the last 12 months:

P&Z Revenues collected	\$364,353.
# of Site Plan Projects approved	16
Total Sq Ft for Commercial approved	556,954
S.F. Total Sq Ft of Industrial approved	494,486 S.F.
# of units for Residential approved	1,294 D.U.

List of Projects:

Spirit Air Lines Headquarters and Training Center	500,000 S.F.
Liberty 595 (redevelopment of the City of Ft. Lauderdale’s sludge plant)	321,120S.F.
Avengers (redevelopment of an old mobile home neighborhood)	153,866 S.F.
Avery Residential B Bldg @ Dania Pointe	336 D.U.
Calm Mixed Use on East Dania Beach Blvd	381 D.U.
Asi Cymble (Bryan Road Mixed Use project	302 D.U.
DB 54 (Sheridan House)	275 D.U.





FINANCE & IT

FINANCE & IT

Finance facilitated a balanced FY2020 General Fund budget under difficult conditions: Amended **2019 budget \$57.7 million vs. Adopted 2020 budget \$57.3 million, reduction of approximately \$350k.**

Completed FY2019 audit and issued CAFR on time: **General Fund total fund balance increased by \$2.4 million**

Results of FY2019 Utility Enterprise Fund fiscal operations included increase in Water Fund **(\$943k)**, Sewer Fund **(\$1.9 million)**, and Stormwater Fund **(\$585k)**.

Information Technology initiatives include planned division restructuring, disaster recovery measures such as hosting New World ERP in the cloud, transitioning to Office365 hosted email, Zerto backup-disaster-recovery software to allow seamless recovery from a data loss event.

Established accounts with several local banks and investment pools to diversify City reserves in order to minimize the City's exposure to concentration risk.

Hired the **City's First Ever Procurement Administrator** to modernize City bidding and purchasing tasks, and facilitate purchasing needs of all departments **as well as preventing issues associated with OIG.**

Implemented eSupplier portal for vendor online self-service providing City vendors with access to the status of invoices, payments, and updates to their vendor information.

Completed Phase 1 Finance Department office renovation in the Utilities Customer Service area **fostering a teamwork environment**, while **creating a more professional and engaging atmosphere for the public.**

Procured Utility Payment kiosks for inside/outside City Hall, **providing customers an efficient self-service option** for contactless payments 24/7; installation Summer 2020.

Provided significant **assistance to HR in the Compensation/Classification study** and implementation of recommendations

Continued facilitating **recovery of approximately \$2.5 million from FEMA** including Hurricanes Irma and Dorian; **potential for additional \$1 million recovery of beach erosion** mitigation funds.

Procured **ClearGov Budget Book software** to modernize the budget book format and apply for GFOA budget award

Continued implementation of Laserfiche document management system, go-live Summer 2020





GRANTS & CIP

GRANTS & CIP

Grants Awarded

FEMA Hazard Mitigation Grant Program (HMGP) – City Hal Wind Retrofit and Generator Project - **\$1,800,000 Million**

FEMA HMGP – Police Generator Project - **\$198,000**

FEMA HMGP – Fire Station No. 1 Wind Resiliency and Generator Project - **\$812,850**

FEMA HMGP - Lift Station Replacement Pumps and Generators Project - **\$2,782,789**

Community Development Block Grant Years 43 & 44 - **\$326,155**

Community Development Block Grant Year 45 – **\$172,549**

Walmart Community Grant - **\$3,000**

TOTAL GRANTS AWARDED: \$6,095,343

Grants Initiated

Community Development Block Grant Year 46 - **\$179,319**

FEMA HMGP – Southeast Stormwater Global Match Project - **\$1,865,920**

Florida Recreation Development Assistance Program - **\$200,000**

Department of Justice Coronavirus Emergency Supplemental Funding - **\$45,700**

D.O.J. COPS Hiring Grant \$375,000 Coastal Partnership Initiative - **\$30,000**

Transportation Surtax Funding (TSF) Southeast Stormwater Project Design Phase - **\$480,000**

TSF West Dania Beach Blvd Bridge – Design Phase - **\$865,440**

TSF SW 47 Terrace Drainage Project – Construction Phase - **\$2,200,000**

TSF Road Paving Project - **\$250,000**

TOTAL GRANTS PENDING AWARD: \$6,491,379





HUMAN RESOURCES

HUMAN RESOURCES

A comprehensive and first-time City Telework policy and Home-Based Work Agreement was developed and successfully implemented. The new policy responded to the COVID-19 pandemic by addressing the reduction in transmission among employees while also maintaining healthy business operations for the City. **Fifty-eight (58) employees participated in Telework.** The policy included guidelines for employee home schedules, computer equipment and data protection.

HR provided a City-wide **comprehensive communication response to COVID-19** for employees that included, **policy creation for employee leaves under the Families First Coronavirus Act**, Emergency pay supplements for essential employees, training through the risk platform, Target Solutions was expanded to include multiple modules on COVID 19, as well as making this **training available to all full-time and part-time employees**, maintained ongoing health and wellness communications for employees that included telemedicine, EAP and other resources, and a Return to Safe workplace procedure was put in place.

PPE Supply in Stock.

Item	Amount
Surgical masks	2600
N95 masks	560
Gloves	1300 sets
Hand Sanitizer	30 gallons
Bottles of hand sanitizer	50
No-touch Thermometers	20
PPE Signs	50

The City **successfully negotiated and ratified three-year Agreement with AFSCME**, the City's bargaining unit through September 30, 2022. Employees whose classifications are covered by the bargaining unit, **(55% of all employees) voted as a strong majority in favor of the new Agreement.**

Between 4/2019- 5/2020, the **City filled 24 positions and promoted 19 employees**, plus an additional 8 summer camp employees and 6 part-time and on-call lifeguards.

Key positions that were/will be filled include:

Assistant City Manager, Finance Director, HR & Risk Management Director, Assistant City Attorney, Public Services Director, Procurement Administrator, Community Development Director, Community Development Assistant Director, Deputy Director – Public Services, and Planning and Zoning Manager

Started implementation of a comprehensive benefits platform that will combine the City's multiple benefit providers and allow for streamlining of services to employees and retirees at no cost to the City. This platform will also allow the City to participate in electronic open-enrollment.

Implementing an **RFP for medical insurance** that will explore multiple creative options to reduce health care costs for the City and employees.

Policy Handbook was developed to replace outdated Civil Service Rules and is pending final review and implementation.

Classification and Compensation Study was conducted City-wide to review salary structures and job descriptions.





PARKS AND RECREATION

PARKS AND RECREATION

- During COVID-19, The **Parks Team** collaborated with **Bishop Scott, from St. Ruth Baptist Church, The United Way, PDQ Restaurant and Broward County Schools**, to provide breakfast and lunch for the first week that the Broward County Schools were closed, at no cost to our City.
- We successfully implemented online registration, Rec Desk software into our parks (**Parks are now cashless**)
- We **partnered with the Miami Dolphins**, our kids were able to attend a professional football game and have an on the field experience.
- We **partnered with Olsen Middle School**, our kids were able to practice basketball in a gymnasium, and this helped our program, especially on rainy days. We **partnered with the Florida Panther**, our kids attended a professional hockey game, and for most of them, this was the first time seeing hockey.
- In celebration of commemorating the City of Dania Beach being a “Certified City for Pets,” **we refurbished our Dog Park at PJ Meli and reopened the park on March 4, 2020.**

INTERNAL STAFF PROMOTIONS

These internal promotions build morale and raise the bar on services to our community.

Anthony Ifedi	Athletic Director to Recreation Superintendent
Kayla Gardner	Recreation Assistant to Recreation Coordinator
Darius Greene	Part time Recreation Assistant to a full time Assistant Recreation

- We successfully hosted our **first ever Menorah Lighting** event at City Hall while at the same time enhancing our **Christmas Tree Lighting**.
- We created our first ever **Winter and Spring Camps**.
- We successfully **created our first Parks Master Plan**, which was adopted by Commission.
- We **added two new 15-passenger vans**.
- We successfully **added a door in IT Parker Center**, now our seniors can get to their supplies without going through the men’s restroom.
- We adopted an **annual electrical inspection program for our pools**.
- We **installed ADA safety accessible doors at CW Thomas Park**.
- We **added Pickleball to the Tennis Courts** at Frost Park.
- We **completed the Marina Dredging Project**, boaters now have the opportunity to dock at our Marina day docks and enjoy our beach and restaurant.







PIO / COMMUNICATIONS

PIO / COMMUNICATIONS

In the last 12 months, **Facebook followers reached 5,088 from 3,000, this is over a 69% increase** in number of followers of the City Facebook page.

COVID-19

Strong Social Media Presence to support and inform our residents, businesses and visitors on all new orders. Up-to-date **website** initiative including **Alert Button and Reopening Dania Beach**, as well as red buttons on the sidebar of every departments pages and Covid Graphic to facilitate the important information from every point of entry. Created **print material and film/edit videos** associated with **Emergency Orders** and safety precautions. This information has been key to **keeping our COVID-19 cases one of the lowest in South Florida**.

Census 2020 - Everyone Counts in Dania Beach Campaign

Aggressive ongoing campaign to make sure Dania Beach gets a high response rate.

Created:

- Bus benches advertising of Census 2020
- Commission Meetings TV screensaver
- Multiple print material production, distribution, videos, advertisement on Dania Press, slides on TV channel 78, Youtube videos.

CodeRED

The **City of Dania Beach significantly increased the use of CodeRED** to send EMERGENCY notifications by phone, email and text to keep citizens informed of emergencies such as evacuation notices, utility outages, water main breaks, fire or floods, and other emergency situations. Recently, CodeRED has become recognized as a great tool to also include **key Information to our residents, such as Sand Distribution and Food Distribution and to promote the Census 2020**.

Food Distribution

Created event flyer, marketing materials, social media presence, Facebook Live videos as well as an edited event video. These videos and posts were shared on YouTube, social media, the website and TV channel 78.

Continue to expand our reach on social media and request new visitors to follow and like our social media pages, use boosts on special posts to generate new interest, increase and expand the City's reach as Facebook is becoming an important and essential means of communication, even during exceptional times such as the Covid19 pandemic or Hurricanes.

City Proclamations / Awards

The City has upgraded the **appearance of Proclamations and Awards distributed at Commission meetings**. The new Proclamations and Awards have been greatly enhanced visually, are framed and can be delivered to their recipients with pride. The **Keys to the City** have also been greatly improved.

Certified Better Cities for Pets

This year, **Dania Beach is a proud Certified Better Cities for Pets**. The PIO was the liaison between the City's departments and Better Cities for Pets to deliver a successful Assessment and become officially certified.

Daily updates of website and social media (24-48 hours). Photos are changed regularly to keep a



fresh and new look, new brochures and documents are added or updated to fit the latest technologies.

The City webpages are created with a strong **understanding of today's Search Engine Optimization strategies** and techniques making **easier for residents to locate**.

This year, PIO went from using digital equipment that was very heavy, not easy to carry or accessible, for both photography and videography to being able to produce **very high quality photos and videos** from the iPhone 11 pro (very light and mobile).

Created marketing materials (print and social media) and photo/videos for the following special events/initiatives:

- **Dania Beach's 115th Year Anniversary**
- **Historical Mayors Frame (restored photos and designed wood frame)**
- **Dania Beach Entrance Sign**
- **Human Resources Material**
- **Beach Sand Nourishment**
- **Cemetery Unveiling**
- **Hurricane Expo**
- **Hurricane Dorian**
- **Sand Distribution** (graphics, website, social media, photos, print material, covered)
- **Beach Cleanup**
- **Holiday Tree Lighting**
- **Grand Menorah Lighting**
- **Port Everglades - Luncheon**
- **Martin Luther King Parade**
- **Fall Festival**
- **Dania Beach Dolphins & Cheerleaders**







DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Celebrating
115
1904 2019
YEARS OF OUR RICH HISTORY

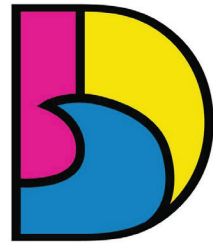
Join us at this
Historical Sunday Birthday Brunch
Sunday, January 12, 2020
at Tropical Acres Steakhouse
2500 Griffin Road at 11 a.m.

daniabeach115.com





Better **CITIES** for **pets**[™]
A MARS PETCARE PROGRAM



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.







PUBLIC SERVICES

PUBLIC SERVICES

FACILITIES DIVISION

City Hall

Completed mold assessment and remediation at City Hall (west wing).

Replaced three doors on first and second floor at City Hall **augmenting security and safety.**

Refurbished Commission Chamber, Lobby and Finance work spaces, including kitchen area, doors, flooring and patio area.

Implemented a proactive inspection program for all City facilities, Parks, community centers and City Hall.

BSO – Police

Replaced 2 HVAC units and repaired roof resulting in a safer/cost efficient building.

Parks and Recreation facilities

Replaced 4 swimming pool heaters – CW Thomas Park

Replaced 2 A/C units – CW Thomas Park

Interior modifications/improvements at IT Parker, including new access door and shelving

All playing field lights repaired

Other

Demolition of the two unsafe buildings on the Boisey Waiters property – projected in June 2020

Repaired approximately **350 solar lights** citywide

Initiated the **first transit operations analysis conducted since the inception** of the city's fixed route circulator bus service. The overall aim is to increase ridership by improving route effectiveness, connectivity, enhancing vehicles and its amenities. Expected completion (delayed due to the COVID-19 pandemic) is in June 2020.

LANDSCAPING DIVISION

City Hall landscaping refurbished.

Fronton Boulevard median fully refurbished with new ground cover and trees; irrigation revamped.

Refurbished planters and landscaping at each parking area.

Beach barrier dunes: installed 2,000 sea oats to improve resiliency

Hurricane Preparedness:

Both in 2019 and 2020 **completed citywide tree trimming (over 400 palms and trees)** ahead of the June 1st start of season

Initiated early stormdrain system **cleaning 800 stormdrains citywide**

STREETS DIVISION

Nearly **4.5 miles of roadway resurfaced, over three times the amount of the prior year** (in previous years primarily 'microsurfacing' layering was used)

Repaired drain at beach parking lot to address King tides incidences in combination with high wind and surf conditions.

Completed a citywide roadway condition assessment that was used to schedule current FY resurfacing work, plan for budget allocation, and submittal to Broward County's Municipal Surtax



funding.

Installed new roadway striping and two speed tables on SW 54th Court

Initiated a citywide speed hump assessment to gradually address 45 non-compliant humps

General street maintenance:

Over 45 potholes repaired along with **40 larger asphalt patches**

Restored perimeter asphalt on close to **20 drain inlets**.

a. **230 signs repaired or replaced**

b. **Installed nearly 30 solar lights as part of CDGB project.**

Completed citywide street lighting assessment which will guide a phased CIP multi-year lighting plan

SOLID WASTE DIVISION

Implemented fast debris pile collection operation with in-house staff in preparation for **Hurricane Dorian (August 2019)**

1. Implemented one extra bulk waste collection service in May 2020 to address Covid-19 related extra waste disposal demand, as well as promote hurricane season vegetation disposal.

2. Collected over 60 bulk trash piles and provided approximately 220 garbage cart replacements.

UTILITIES

Water

Developed approach to replace a 65 year old water main on NE 2nd Avenue; project at nearing bidding stage (\$1.3M)

Effectively maintained our citywide water distribution system by performing 20 water line repairs (ranging from 2-inch to large 12-inch main lines)

Replaced or repaired over 50 residential service lines; cleared over 20 service lines.

Installed over 30 water meters

Replaced 15 fire hydrants

Sanitary Sewer

Cleared over 50 sewer backups

Repaired nearly 20 sewer lines

Rehabilitated an important sanitary lift station (#7) which serves approximately 5,000 residents.

Installed 6 new lift station pumps to maintain our system up to date and reliable.

Progressed on important lift station rehabilitations for units #5 and #10, which service 5,000 residents and commercial establishments, respectively.

Stormwater

Re-started the long-delayed SE Drainage Project (\$9M) and have taken it to the point of design finalization for a design-build process to begin in late fall 2020.

Refurbished 12" Stormwater pump (SE 7th St and SE 5th Ave)

Installed French Drain System (NW 8th Ave and NW 1st St)



Raised over 10 low elevation drains

Cleaned all city water ways (boat)

Cleaned 150+ Drains

Substantial completion of Avon Community drainage improvements – projected for June 2020

Major **progress made on Dania Cove drainage improvement** – project at design stage with expected completion in October/November 2020

Water Treatment Plant

Purchased and installed a **new lime slaker** – this state-of-the-art unit replaced our old one which was almost 25 years old.

Installed a **new nanofiltration concentrate discharge line**; done for the first time in almost 10 years.

Installed **new “clearwell” manhole entry hatch**, required by the Health Department.

Installed **new pressure valve system** – with 10 years of use the old valve was damaged and created a leak from the constant pressure of the water.

Awarded American Water Landmark status favorable review of its nomination by the AWWA Water Landmarks Award Committee.

Beach Facilities Improvements

Quarterdeck Restaurant

A full repair of the elevator, which had been inoperative for over 18 months, was completed, with certification to follow in the coming two weeks.

A protective wall was installed to prevent harmful saltwater intrusion into the elevator cavity.

The **roof soffit** is in the process of being repaired, with a projected completion in the first part of June 2020.

Pier

Over 500 wood deck planks were replaced.

The fire alarm annunciation system was fully replaced tested.

Turtle compliant lights were installed.

The exterior electrical panel and associated wiring was replaced.

A full pier condition assessment was completed by a consultant specializing in these structures.

Such a study had not been previously performed, and it's results will help guide the required repairs that will be part of a multi-year CIP plan.

Parking Lots and Restrooms

Many components of the parking lot facility were refurbished, including:

- **Signage**
- **Asphalt pavement: sealcoating (large sections of lot) and stripping.**
- **New curb paint throughout**
- **New Sand dune wood barriers:** replaced or added along west edge of dune.

Removed badly deteriorated light posts to eliminate a potential safety hazard

The marina public restrooms was initiated in mid-May 2020 with expected completion by early September



INTERNAL STAFF PROMOTIONS

A number of important promotions from within were implemented during the year greatly lifting morale and enhancing operations/service delivery.

Utilities

Darren Greene	Utilities Mechanic 3 to Utilities Manager 3
Willis Washington	Utilities Mechanic 2 to Service Worker 3 (Sewer)
Marlon Zapata	Maintenance Worker 3 (Landscape) to Service Worker 2 (Water)
Donaldo Manzano	Maintenance Worker 1 (Streets) to Service Worker 2 (Water)

Streets & Solid Waste

Corry Taylor	Solid Waste Manager to Manager III, Streets and Solid Waste
Gregory McNeal	Equipment Operator I to Equipment Operator III
Murray Steiner	Equipment Operator III to a Streets Supervisor

Facilities and Landscaping

Carl Kallicharan	Landscape Manager to Manager III, Facilities and Landscaping
Gabriel Martinez	Landscape Maintenance II to a Crew Leader







DANIA BEACH

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CITY OF DANIA BEACH

OFFICE OF THE CITY MANGER

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

MEMORANDUM

Date: May 26, 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

My Managers report will be brief as the focus of this agenda is the year in review; the past 14 months that I have been your City Manager.

This Friday at 9:00 a.m., we will have another food distribution in partnership with Farm Share and the Dania Beach Casino. Kudos to Team Dania Beach, all the volunteers that have signed up to assist us and to the office of State Representative Geller for teaming up with us.

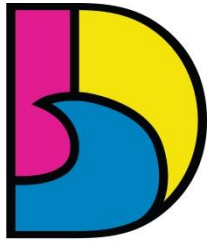
We are partnering with Dania Pointe to assist and promote the "Salute to Seniors/ Class of 2020 Project". They will create a montage of senior pictures and post them on the plywood store fronts along Pointe Drive. We will promote this special project, and help to cast a wider reach via social media and all possible forms of communication.

I have included a key memo from Finance for your perusal. We are thoroughly looking at this current budget to identify savings and at the same time craft our proposed 2021 Budget that will be submitted to you this July. Consolidated/ elimination of positions as well as foreseeable savings with the elimination of all travel are key steps to recapture lost revenues. The first meeting in June will provide us with a clearer picture in regards to Property Values as the preliminary report comes out June 1st.

Superintendent of Schools Mr. Runcie has announced that all schools that were used for Summer Camp will be closed and there will be no camp at the schools this summer. Other entities that have summer camps such as the JCC have canceled their summer camps do to COVID-19 and the challenge of Social Distancing. Director Brown and I have key calls this week post the publication of this report to discuss all things related to Summer Camp. We are

exploring what is doable, the risk, the benefits and weighing everything to come forward with our best recommendation to you. We have monitored all parks and continue to find ways to augment and enhance our efforts to provide the safest environment for all our patrons.

The Heroes Act is pending Senate approval at the time of this report. However, we continue to be proactive in our efforts to garner support towards any endeavor that will be of benefit to our City. We drafted and sent letters to our U.S. Senators providing them with our numbers in regards to COVID-19 related losses of revenues.



DANIA BEACH
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CITY OF DANIA BEACH MEMORANDUM

DATE: May 26, 2020

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Finance Director

SUBJECT: Budgetary Considerations through Fiscal Year End

It is widely known that Covid-19 pandemic will significantly limit resources available to municipalities across the country. Finance is projecting a \$1.5 million impact to the City's General Fund through the end of this fiscal year. It is expected that the impact will be felt through the fall, and this is being factored into the fiscal year 2020-21 budget projection. There is not an abundance of discretionary expenditures in this year's budget, and it is important to realize that the adopted FY2019-20 budget only exceeded the amended FY2018-19 budget by \$350,000. Looking forward, in an effort to conserve resources for this fiscal year and the next, the City Administration is looking at opportunities to reduce expenditures, namely vacant positions, non-recurring expenditures, and staff travel.

Position Adjustments

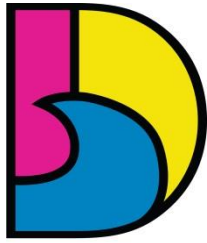
Two positions have been identified that, if eliminated, will provide estimated total budgetary savings of \$135,000 in fiscal year 2019-20 and \$141,000 in fiscal year 2020-21.

The City Administration has reviewed the Information Technology Manager position and, in consultation with the Acting IT Manager, decided to eliminate the position. The position budget for FY2019-20 is \$153,000, a portion of which will be used to upgrade the IT Systems Support Analyst position, provide additional contractual staff hours to support end-user technical issues, and cloud hosting of several City systems including the New World Systems ERP and Microsoft Exchange email. Further, the cloud-hosting portion eliminates a significant amount of IT staff time and effort, as well as provides disaster recovery solutions for the most important systems used by City staff. The estimated net savings realized through eliminating this position is approximately \$98,000 in FY2019-20 and \$53,000 in FY2020-21.

In addition to the IT Manager position, the City Administration has reviewed the vacant position of Administrative Assistant to the City Commission. This position, added in fiscal year 2019-20, has a budgeted start date of May 1. The City Administration recommends that this position be eliminated. The savings will be used to offset lost revenues in the current year, and to assist in balancing the budget for FY2020-21. The estimated savings realized through eliminating this position is approximately \$37,000 in FY2019-20 and \$88,000 in FY2020-21.

Deferral of Non-Recurring Expenditures

This year's budget lacks significant discretionary budgeted expenditures to be deferred or cut. City Departments are aware of the fiscal constraints presented by Covid-19, and have identified savings within their budget. For example, the Human Resources Director deferred a budgeted item that will save over \$47,000 this year. Further, the City Administration is scrutinizing every purchase order request submitted by departments to ensure the most effective use of limited resources.



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CITY OF DANIA BEACH MEMORANDUM

Staff Travel

Nearly all in-person conferences related to municipal organizations and certifications scheduled through September 30 are cancelled due to travel restrictions and general unease with traveling during the pandemic. As a result, there is currently a balance of \$109,000 in the City-wide travel budget, most of which will not be spent. Some conferences have been converted to a virtual format, ensuring certified members can still obtain continuing education credits. Any request to attend a conference through the remainder of the calendar year will be thoroughly evaluated by the City Administration.