

**CITY OF DANIA BEACH CITY COMMISSION MEETING
OCTOBER 12, 2021 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 Ordinance No. 2021-012, adopted February 9, 2021, and Resolution No. 2021-070, adopted May 11, 2021, related to conducting public meetings while under the public health emergency related to the spread of Novel Coronavirus Disease 2019 (COVID-19). The City Commission Chamber 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 Zoom

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: Join Zoom via the browser and enter 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
October 12, 2021 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 Zoom

Go to <https://zoom.us/> to access the meeting from your device

Use this meeting link to join as an attendee: <https://us02web.zoom.us/j/83022594893>

Using your telephone

One tap mobile :

US: +13126266799,,83022594893# or +19294362866,,83022594893#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 929 436 2866 or +1 301 715 8592 or
+1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782

Webinar ID: 830 2259 4893

To raise hand and be acknowledged to speak:

1. Users who call in can dial *9 to raise their hand
2. If in Zoom, hover at the bottom middle of screen to see the raise hand option and click
3. Once you have been selected to speak, you may be prompted to unmute your device or this will be done for you.

City of Dania Beach, Florida Virtual City Commission Meetings Quasi-Judicial Proceedings

Any member of the public wishing to make verbal comment during a meeting must pre-register to do so with the City Clerk's office using the form found on the City's website. This pre-registration applies to the public, and extends to the applicant and applicant's team. Once the registration has been processed, the registrant will receive instructions for participating in the meeting. Members of the public who attend the meeting by telephone will have their line muted at all times, except when acknowledged by the Mayor to speak on a particular agenda item, and only one individual will be permitted to speak at a time. **If either the applicant or a member of the public seeks to introduce documents into the record, that must be done at least five (5) days prior to the virtual public meeting, so that the City can upload the information. The City Clerk shall provide the Mayor and City Commission with the submittals prior to the hearing. All documents should be sent to the following email addresses: tschneider@daniabeachfl.gov and clajoie@daniabeachfl.gov. In the "Subject" line of the email please address the email as "documents to be included for public hearing" and list the public hearing applicant name and property address.**

On the date and at the time of the Virtual meeting, the City Attorney shall read the title of the quasi-judicial public hearing item when the Agenda item is ready to be presented. The City Attorney shall ask the City Commission to disclose any prior "ex parte" communications with any party that occurred prior to the meeting. Thereafter, the City Attorney will virtually swear in all staff persons speaking about an application as well as the applicant, applicant's team, and any persons in the public who intend to appear by telephone, email, or "live" during the virtual feed of the video presentation during the virtual City Commission meeting. The City Attorney will ask staff and applicant (including applicant's team) to raise their right hands to be sworn in. The City Attorney will then administer an oath. The City Attorney will ask each person to confirm audibly for the record that each speaker took the oath (all persons will identify themselves by name).

Thereafter, City staff will provide a presentation of the staff report and the Department recommendations, if any. Any power point presentations or documents shown or produced during the hearing shall be treated as evidence which the City Commission may consider in determining whether or not to approve the application. The applicant will then be provided the opportunity to make a presentation. Legal counsel for the applicant may make a presentation or assist with the applicant's presentation. Then members of the public, during the public hearing portion of the agenda item hearing, may speak to the application and may cross-examine witnesses (including City staff, the applicant, and applicant's team). During the Public Comments/Public Hearing portion of the meeting the City Attorney will individually swear in public speakers, who will acknowledge having taken the oath, and state their names for the record. Video of the virtual meeting will be streamed on the City's website at www.daniabeachfl.gov, the City's YouTube channel, and Dania Beach Comcast Channel 78. Additionally, a dedicated telephone line will be available so that any individual may listen to the meeting via telephone and may participate during the public comments portion of the hearing. If public comments were received in advance, they will be acknowledged by the City Clerk by mention of the names of those who submitted comments.

Once the public hearing is closed the Mayor and City Commission shall deliberate on the public hearing quasi-judicial item. A virtual quorum shall be required to take action on the application. Roll call vote of the City Commission shall be required.

**AGENDA
DANIA BEACH CITY COMMISSION
VIRTUAL REGULAR MEETING
TUESDAY, OCTOBER 12, 2021 - 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. Beach parking presentation by Candido Sosa-Cruz, Deputy City Manager
2. Special Event request from The Tamara James Foundation for a Tamara James Foundation Thanksgiving Drive to be held at C.W. Thomas Park on November 23, 2021 from 12:00 p.m. - 7:00 p.m. The applicant is requesting a fee waiver. (*Parks & Recreation*)

4. PROCLAMATIONS

1. National Friends of Libraries Week - Mayor James
2. Breast Cancer Awareness Month - Mayor James

5. CITIZEN COMMENTS

Addressing the Commission: A thirty (30) minute "Citizen Comments" period shall be designated on the agenda for citizens and interested persons to speak on matters whether or not scheduled on that day's agenda. Individuals wishing to speak on a matter not included on the "Public Hearing" section of the agenda, which matter pertains to an item before the City Commission which requires a decision of the City Commission, may do so by signing in and submitting a form to that effect with the City Clerk prior to the meeting. Speakers at Public Hearings shall also submit such a form. Each speaker shall be limited to 3 minutes for his or her comments. If more than ten (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 September 21, 2021 Virtual Workshop - Dania Beach Grill
Presentations
Approve Minutes of September 28, 2021 City Commission Hybrid Meeting

2. Travel Requests: None
3. RESOLUTION NO. 2021-148

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT THE AGREEMENT WITH BENCOR, INC. TO IMPLEMENT BOTH A SPECIAL PAY PLAN GOVERNED BY THE INTERNAL REVENUE CODE SECTION 401(A) AND A FICA ALTERNATIVE PLAN GOVERNED BY THE INTERNAL REVENUE SERVICE AS AN APPROVED QUALIFIED RETIREMENT PLAN, EFFECTIVE UPON APPROVAL FOR ACTIVELY WORKING NON-UNION EMPLOYEES, AND EFFECTIVE PENDING COLLECTIVE BARGAINING FOR UNION-COVERED EMPLOYEES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources)*

4. RESOLUTION NO. 2021-149

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RECOMMENDING WITHDRAWAL OF THE CITY'S SUPPORT OF ONE PROJECT FROM THE BROWARD COUNTY METROPOLITAN PLANNING

ORGANIZATION’S (“MPO”) COMMITMENT TO THE 2045 METROPOLITAN TRANSPORTATION PLAN (MTP) AS IT RELATES TO A WEST DANIA BEACH BOULEVARD BRIDGE PROJECT PROPOSED TO CROSS OVER THE C-10 CANAL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Mayor James)*

5. RESOLUTION NO. 2021-150

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TWO (2) YEAR RENEWAL OF THE EXISTING AGREEMENT WITH MULTI MEDIA MARKETING ASSOCIATES, INC, FOR CONSULTANT SERVICES RELATED TO SUPPORT OF THE CITY’S SOCIAL MEDIA PAGES AND WEBSITE; RETROACTIVELY TO SEPTEMBER 30, 2021, UP TO AND INCLUDING SEPTEMBER 30, 2023; AUTHORIZING EXCEEDING THE \$25,000 ANNUAL SINGLE VENDOR THRESHOLD FOR THE TERM OF THE CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2021-151

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE COMMUNITY DEVELOPMENT DEPARTMENT TO WAIVE THE FORMAL BID PROCESS TO UTILIZE THE CITY OF FORT LAUDERDALE ITB NO. 12342-805 WITH IPS GROUP, INC., FOR NEW PARKING METERS, TECHNOLOGY, AND METER SERVICES, WHICH PURCHASES WILL EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

7. RESOLUTION NO. 2021-152

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING AN AMENDED BEACH PARKING FEE SCHEDULE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

8. RESOLUTION NO. 2021-153

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY COMMISSION TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH EVE A. BOUTSIS AS CITY ATTORNEY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE

DATE. *(City Attorney)*

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2021-024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REPEALING SECTION 2-30, ENTITLED “INDIVIDUAL CAMPAIGN CONTRIBUTION LIMITS,” OF ARTICLE II, ENTITLED “REQUIREMENTS FOR CITY EMPLOYMENT,” OF CHAPTER 2, WHICH CHAPTER IS ENTITLED “ADMINISTRATION” OF THE CITY CODE OF ORDINANCES, DUE TO PREEMPTION BY THE STATE OF FLORIDA OF THE CITY’S MONETARY LIMITATIONS ON CAMPAIGN CONTRIBUTIONS AND CAMPAIGN CONTRIBUTORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(City Attorney)*

2. ORDINANCE NO. 2021-025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY GREENSPOON MARDER, ON BEHALF OF THE PROPERTY OWNERS, DANIA LIVE 1748 II LLC AND KIMCO REALTY CORPORATION, APPROVING A PLAT NOTE AMENDMENT (DR-054-21), FOR PROPERTY LOCATED NORTH OF STIRLING ROAD, EAST OF INTERSTATE 95, AND WEST OF BRYAN ROAD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

3. ORDINANCE NO. 2021-027

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 12 OF THE CITY CODE, ENTITLED “FLOOD DAMAGE PREVENTION, BY CREATING ARTICLE XVII ENTITLED “SEAWALLS” ADOPTING THE REQUIRED STANDARDS FOR SEAWALL HEIGHT AS MANDATED BY BROWARD COUNTY; AND BY AMENDING CHAPTER 28 OF THE CITY CODE, ENTITLED “LAND DEVELOPMENT CODE”, ARTICLE 240, ENTITLED “DOCKS AND MOORING STRUCTURES” TO ADD SECTION 240-30, ENTITLED “SEAWALLS” TO REFERENCE THE REQUIRED STANDARDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST**

READING) (Community Development)

10. DISCUSSION AND POSSIBLE ACTION

1. 50/50 Sidewalk Program - Mayor James

11. COMMISSION COMMENTS

1. Commissioner Davis
2. Commissioner Lewellen
3. Commissioner Odman
4. Vice-Mayor Salvino
5. Mayor James

12. APPOINTMENTS

1. Dania Beach Housing Authority
Mayor James - 2 appointments:
 - 1 appointment to fill the unexpired term of Bill Winkelholz ending October 31, 2023
 - 1 appointment for a 4-year term of a resident who is current in rent in a housing project, or a person of low income who is receiving rent subsidy through a project administered by the Authority (Tamora Brown's term expires October 31, 2021)
2. Airport Advisory Board
Mayor James - 2 appointments
3. Education Advisory Board
Vice-Mayor Salvino - 1 appointment
Commissioner Davis - 1 appointment
Commissioner Odman - 1 appointment
4. General Employees Pension Board
1 Commission Appointment for a term beginning June 22, 2020 and ending June 22, 2022
5. Parks, Recreation and Community Affairs Advisory Board
Commissioner Davis - 1 appointment

13. ADMINISTRATIVE REPORTS

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

Tuesday, October 26, 2021 - 7:00 p.m.
Tuesday, November 9, 2021 - 5:30 p.m.
Tuesday, November 9, 2021 - 7:00 p.m.

City Commission Meeting
CRA Board Meeting
City Commission Meeting

14. ADJOURNMENT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event request from The Tamara James Foundation for a Tamara James Foundation Thanksgiving Drive to be held at C.W. Thomas Park on November 23, 2021 from 12:00 p.m. - 7:00 p.m. The applicant is requesting a fee waiver.

Purchasing Requests ONLY

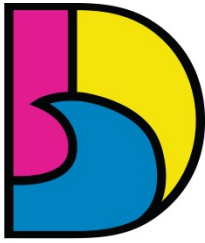
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

Memo to CC - Special Event Req TJ Foundation - Thanksgiving Drive, Special Event (Parks Rec.) TJ Foundation - Thanksgiving Drive



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: September 29, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Cassi Warren, CPRP, Parks & Recreation Assistant Director *Cassi Warren*

RE: Special Event Application Request for Tuesday, November 23, 2021
Tamara James Foundation – Thanksgiving Drive

REQUEST

A Special Event is requested by the Honorable Mayor Tamara James on behalf of the Tamara James Foundation for Tuesday, November 23, 2021, from 12:00 p.m. to 7:00 p.m. for a Thanksgiving Drive at C.W. Thomas Park located at 100 N.W. 8th Avenue, Dania Beach, FL 33004.

BACKGROUND

The Tamara James Foundation is a non-profit organization founded in 2006 to empower, educate, and strengthen the community. The Foundation is very active in the community. It hosts a multitude of events from holiday drives such as this one, health fairs and back-to-school drives, just to name a few.

This event will provide Thanksgiving bags to the community in a drive through capacity. These bags will be filled with fresh produce, a turkey, and other Thanksgiving-related items.

CDC guidelines will be implemented; social distancing is required. The Covid-19 Operational Plan is no longer required by Broward County as this is an outdoor event.

BUDGETARY IMPACT

The special event application fee for this event is \$150.00. The applicant is requesting a waiver of this fee.

RECOMMENDATION

Applicant will pay for necessary services recommended below.

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

Staff	Comments/Conditions	
BSO Fire Dept. -Fire Prevention Officer Zipoli	No concerns raised.	
BSO Police Dept. – Deputy Tarala	No concerns raised.	
Code Enforcement -Eric Walton	No concerns raised.	
Community Dev. - Jack Fisher	Building Permits are not required, no further concerns raised.	
Community Dev. –Richard Lorber	No concerns raised.	
City Attorney -Tom Ansbro	No concerns raised.	
HR/Risk Mgmt. – Linda Gonzalez	Not applicable, no further concerns raised.	
Parks & Recreation –Eric Brown	No concerns raised.	
Public Services	No concerns raised.	



CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

Submit a **COMPLETED APPLICATION**, SITE PLAN AND SITE PLAN NARRATIVE by email. Please make sure all sections are completed and all pages are initialed by the applicant. Incomplete application will be returned to applicant. After you submit the application with your fee, you will be contacted by the Special Event Coordinator to review and further process your application. The Special Event Coordinator will contact you once the review is complete to provide conditions or comments and the next available date for City Commission approval (if required).

PART I: EVENT REQUEST

Event Name: Tamara James foundation Thanksgiving Drive

Type of Event: Minor Event - less than 500 people, single day event, no road closures
Major Event - more than 500 people, consecutive multi-day event, road closures
(major event requires Commission approval)
Wedding

Is your event located in a public park or City property? ☒ Yes ☐ No

Is your event located on the beach? ☐ Yes ☒ No

Location: C.W Thomas Park

Expected maximum attendance Drive Through Expected sustained attendance _____

Has this event been held in the past? ☒ Yes ☐ No
If yes, please list the past dates, locations and attendance Annual @ The PATCH

Detailed Description: (Activities, Vendors, Entertainment, etc.)

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>11/23/2021</u>	<u>Tues</u>	<u>12:00</u> AM/PM	<u>7:00</u> AM/PM	<u>20</u>
EVENT DAY 1:	_____	_____	_____ AM/PM	_____ AM/PM	_____
EVENT DAY 2:	_____	_____	_____ AM/PM	_____ AM/PM	_____
EVENT DAY 3:	_____	_____	_____ AM/PM	_____ AM/PM	_____
BREAKDOWN:	_____	_____	_____ AM/PM	_____ AM/PM	_____

PART II: APPLICANT

Organization Name The Tamara James Foundation Name of Authorized Signatory _____
For-Profit Non-Profit Private _____
(as registered in Sunbiz)

Address: 100 NW 8 Avenue Dania City, State, Zip: FL, 33004

Date of registration: _____ State registered in: _____ Federal ID # _____

Email Address: Tamara@TamaraJames.US Phone: _____

Event Coordinator Name Tamara James Phone: _____

Title: Founder Phone: 954-258-7552 Cell: 954-258-7552

Email address: Tamara@TamaraJames.US Fax: _____

Additional Contact Name _____ Will you be on site? ☐ Yes ☐ No

Title: _____ Phone: _____ Cell: _____

Email address: _____ Fax: _____

Event Production Company (if other than applicant) _____

Address: _____ City, State, Zip: _____

Contact Name: _____ Title: _____

Phone (day) _____ (night) _____ Cell: _____

Email address: _____ Fax: _____

PART III: EVENT INFORMATION

All City permits must be obtained through the City's Building Division using the Building Permit Application form. Apply and pay for the permits at least 30 days before the event. Contact the Building Division at (954) 924-6805 with any questions.

Admission/Registration ☐ Yes ☒ No If yes, how much? \$ _____

Alcohol for Sale ☐ Yes ☒ No Alcohol for Fee ☐ Yes ☒ No

If yes, how will the beverages be controlled and served? (Draft truck, bar tender, beer tub, etc.) _____

Provide State of Florida alcohol licenses and \$500,000 of Liquor Liability insurance 30 days before event.

Amusement Ride ☐ Yes ☒ No

If yes, name a contact of company: _____

What type of rides are you planning? _____

Florida Bureau of Fair Rides, Ron Jacobs (850) 921-1530 must be contacted 30 days before the event to schedule inspections and final approval of all vendors and rides prior to use.

Electricity ____ Yes ☒ No Generator ____ Yes ☒ No Amount of Kilowatts _____

Events requiring electricity must be permitted.

Company: _____ License #: _____

Name of Electrician: _____ Phone: _____

Entertainment ____ Yes ____ No

If yes, what type of entertainment will be there? Any notable documents?

Fencing or Barricades ____ Yes ☒ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ____ Yes ☒ No

Name & Contact of Company conducting the show: _____

A permit and Fire Watch is required for all pyrotechnics displays.

Food Vendors ____ Yes ☒ No

Food Trucks ____ Yes ☒ No

Cooking Appliance Types (charcoal grills gas grills, deep fryers, etc.) _____

State Health Dept. Tara Palmer at (594) 397-9366 must be notified 10 days prior to event. All Food Vendors must be inspected by BSO Fire to ensure compliance prior to serving food. A fire extinguisher is required for each food booth. If a propane tank is used for a fuel source, it must be secured on the outside of the booth. LP Gas permits may be required.

Will any type of cooking appliances be used by either the Sponsor of the Event or any of its vendors?
____ Yes ☒ No

If so, indicate the type of appliance(s) to be used and the number of each applicant to be used:

N/A Electric Grill(s) # ____ Gas Grill(s) # ____ Charcoal Grill(s) # ____ Smoker Grill(s) # ____
Grease Fryer(s) # ____ Oven(s) # ____ Electric Range Burner(s) # ____ Gas Range Burner(s) # ____

Please Note – Grease Fryers are not permitted indoors unless they are protected with an approved Hood and a UL300 Compliant Wet Chemical Automatic Fire Suppression System in accordance with NFPA 96.

Does each cooking appliance have its own dedicated Fire Extinguisher? ____ Yes ☒ No

Please Note – Each cooking appliance must have its own dedicated fire extinguisher. Class K fire extinguishers are required for fryers. You need to demonstrate that this requirement will be met by making a note on the site plan indicating compliance with all of the above requirements or providing a letter to the fire prevention bureau.

Does each cooking area have the proper clearances from all other event areas? ____ Yes ____ No

Please Note – Cooking areas can be located no closer than 30 feet from any tent or canopy structure, event rides, stages, grandstands of bleachers, etc. Ensure that this measurement is demonstrated on the site plan.

Food Truck and vendors that are participating at the event.

1. Fire Safety Inspection is required the day of the event.
2. Certified Gas Company to inspect the food trucks and any vendor that is cooking with gas prior to cooking for the opening of the event. (Leak detection test).
3. Food trucks that are participating must have an approved and updated fire suppression extinguishing system.
4. Food trucks are to be 10 feet apart from other food trucks. Vendors that are cooking outside in separated booths must be 10 feet apart from other vendors that are cooking.
5. All vendors that are cooking must have the proper fire extinguisher to extinguish their product.

Music ____ Yes ☒ No

If yes, what music format(s) will be used? (Amplified, acoustic, recorded, live, MC, DJ, etc.): _____

List the type of equipment you will use (speakers, amplifier, drums, etc.): _____

Stages ____ Yes ☒ No ____ Type (wood, metal, trailer stage, etc.) _____
Stages may require permits.

Days and times music will be played: _____

How close is the event to the nearest residence? _____
It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

Parking Impact ____ Yes ☒ No ____ If yes, lot location(s)? _____

Date(s) of Closure _____ Time(s) of Closure _____
All Parking Spaces that are impacted by an event will be billed to the event organizer through the City's Parking Division and must be paid in full before the event.

Road Closings ____ Yes ☒ No ____ If yes, define Closure(s) _____

Date(s) of Closure _____ Time(s) of Closure _____

Sanitation & Waste

Will the event encourage Recycling and Sustainability? ____ Yes ☒ No ____

Recycling must be provided at all City events, facilities & parks. All dumpsters must be removed at the end of the event.

Company Name _____ Contact _____ Phone _____
All grounds must be cleaned up **immediately** after completion of event or you will be subject to fees. You are responsible for securing recycling services.

Security/Police ____ Yes ____ No

Name _____ Phone _____
Security companies and their plans must be approved, and you may still be required to hire BSO Police.

Security Company _____ Contact _____ Phone _____

Tents or Canopies ____ Yes ☒ No ____

No penetration of ground spike is allowed. All structures must be water-weighted. Tents larger than 10 x 10 require a permit.

Quantity and size of each? _____

Company Name _____ Contact _____ Phone _____
A detailed Site Plan showing the locations and size of each canopy or tent is required. A permit and final inspection is required if there are multiple canopies, if they are going to be used for cooking or if there are tents with walls. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for filed testing must be submitted for product approval with this application. This information can be obtained from the tent manufacturer or the tent rental company. Participating vendors must be separated by a minimum of 3 feet regardless with usage of a tent or a canopy classification.

Toilets ____ Yes ☒ No ____

All toilets must be removed within 24 hours. Portable Toilets are regulated by Broward County. Please contact the Environmental Manager at (954) 412-7334.

Transportation Plan ____ Yes ☒ No ____

Any events larger than \$5,000 people must have an approved Transportation Plan.

PART IV: SECURITY AND EMERGENCY SERVICES

Your Event may require Security and Emergency Services which will be determined using this application, your Site Plan and Narrative. MOT, transportation plan and any additional information requested during your Special Events meeting. The hourly rate and costs for services will be quoted on the "Cost Estimate" worksheet developed at the meeting and provided to the organizer. The cost may change after the meeting.

POLICE

Your event may require security services based on expected attendance and other risk factors such as alcohol, time, day, location, event type of weather. Depending on your event, it may be possible to supplement some of the Police services with a private third-party security company if their security plan is approved by the BSO Police Department. If you want to use a private security company, their proposed security plan must be presented along with their business license and contact information with this event application. The Police will review the plan and inform you if it meets City requirements.

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

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

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$17.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

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

PART V: APPLICANT ACCEPTANCE

The information I have provided on this application is true and complete to the best of my knowledge. If I have not submitted my application with the necessary plans, within the deadline and according to the rules outlined in the Special Events Ordinance, it may be denied.

Before receiving final approval from the City Commission, I understand that I (and the production company, if applicable), must furnish an original certificate of General Liability Insurance naming the City of Dania Beach as additionally insured in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the City Risk Manager, and an original certificate of liquor liability insurance in

the amount of five hundred thousand dollars (\$500,000) if alcohol is being served. Other liability insurance and fees may also be required up to thirty (30) days in advance of the event.

I understand that the City of Dania Beach sponsored activities have precedence over the event requested above and I will be notified if any conflicts arise.

I understand that the BSO Police Department will determine all security requirements and that the BSO Fire Rescue will determine all fire and Emergency Medical Services requirements.

I understand that any cancellations for City scheduled services must be made by phone to each department representative at least 24 hours before the scheduled event time or the organizer will be liable for any associated fees.

I understand that the City has a noise ordinance that my event must follow. I agree to abide by all provisions of the noise control ordinance and understand that my failure to do so may result in a civil citation, a physical arrest, or the shutting down of the event. If at any time during the event it is determined by law enforcement personnel, code enforcement personnel, parks and recreation personnel, or any other City representative that the entertainment or music is causing a noise disturbance, I will be directed to lower the volume to an acceptable level as determined by City staff. If a second noise disturbance arises during the event, I may be directed to shut down the music or entertainment for the remainder of the event.

PART VI: SUBMISSION

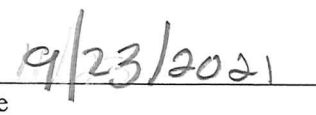
Email application and plans to: specialeventapplication@daniabeachfl.gov

Site Plan must include the following with application:

1. ALL events – Event Site Plan & Narrative – show stages, restrooms, fencing, tents, etc.
2. Closed Roads – Maintenance of Traffic Plan – show barricades, directions, cones, etc.
3. Transportation Plan – show transportation options for attendees.
4. Security needs – Security Plan – detail how event coordinator will manager security.

Mail application fee (payable to the City of Dania Beach) to: Attend: Shanesa Mykoo, Special Event Coordinator 100 West Dania Beach Boulevard, Dania Beach, Florida 33004


Event Coordinator Signature


Date

Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, Friends of the Dania Beach Paul DeMaio Library raise money that enables our library to move from good to great -- providing the resources for additional programming, much needed equipment, support for children's summer reading, and special events throughout the year; and

WHEREAS, the work of the Friends highlights on an on-going basis the fact that our library is the cornerstone of the community, providing opportunities for all to engage in the joy of life-long learning and connect with the thoughts and ideas of others from ages past to the present; and

WHEREAS, the Friends understand the critical importance of well-funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages including access to print and electronic materials, along with expert assistance in research, readers' advisory, and children's services; and

WHEREAS, the Friends' gift of their time and commitment to the library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community;

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Tamara James, Mayor of the City of Dania Beach, Florida, do hereby proclaim October 17-23, 2021, as:

NATIONAL FRIENDS OF LIBRARIES WEEK

in Dania Beach, Broward County, Florida and urge everyone to join the Friends of the Library and thank them for all they do to make our library and community so much better.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



TAMARA JAMES
MAYOR

Proclamation

OFFICE OF THE MAYOR · CITY OF DANIA BEACH, FLORIDA

WHEREAS, October is Breast Cancer Awareness Month, which is an annual campaign to increase awareness of the disease and the importance of screening and early detection; and

WHEREAS, one in eight women born in the U.S. today will be diagnosed with breast cancer in her lifetime; and

WHEREAS, breast cancer is the most common cancer diagnosed in women between age 55 and 64 in the U.S.; and

WHEREAS, early detection is key, and a mammogram can find breast cancer before it can be felt; breast cancers found during screening exams are more likely to be smaller and confined; and

WHEREAS, if breast cancer is found early, there are more treatment options and a better chance for survival; and

WHEREAS, women whose breast cancer is detected at an early stage have a 93 percent or higher survival rate in the first five years; and

WHEREAS, in the U.S. in 2021, there will be an estimated 281,550 new cases of invasive breast cancer diagnosed in women and 2,650 cases diagnosed in men; and

WHEREAS, there are more than 3.8 million breast cancer survivors alive in the U.S. today, the largest group of cancer survivors in the country, and we honor former Mayor Bobbie H. Grace as one of those survivors.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Tamara James, Mayor of the City of Dania Beach, Florida, do hereby proclaim the month of October 2021 as

BREAST CANCER AWARENESS MONTH

in the City of Dania Beach and acknowledge that the City Commission recognizes the importance of education and awareness in combating this disease.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



TAMARA JAMES
MAYOR

MINUTES OF MEETING
DANIA BEACH CITY COMMISSION
VIRTUAL WORKSHOP – DANIA BEACH GRILL PRESENTATIONS
TUESDAY, SEPTEMBER 21, 2021 - 5:30 PM

1. Call to Order/Roll Call

Mayor James called the meeting to order at 5:30 p.m.

Present:

Mayor:	Tamara James
Vice-Mayor:	Marco A. Salvino, Sr.
Commissioners:	Joyce L. Davis
	Lori Lewellen
	Lauren Odman
City Manager:	Ana M. Garcia, ICMA-CM
City Attorney:	Thomas Ansbro
City Clerk:	Thomas Schneider

2. Presentations

2.1 Dania Beach Grill – presentations by top 3 proposers:

City Manager Garcia gave a brief introduction, noting this is a much-anticipated process, and thanked the Commission for their support during the process. She described the steps undertaken to this point and noted we have three outstanding firms presenting for the future of our Dania Beach Grill; this is a great opportunity for everyone to see the presentations.

1. Caddy's Restaurant Group

David Culhane, Executive Director, Caddy's Restaurant Group, gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Commissioner Odman asked if there is any live music aspect to the establishment for events.

Mr. Culhane said they have music seven days a week and described the special music events regularly held.

Commissioner Odman asked if there would be a permanent stage.

Mr. Culhane responded yes.

Commissioner Odman said she could not see where the park is and asked if the establishment would take over the park on the south side.

Mr. Culhane explained it would be a tiki area where the park is.

Commissioner Lewellen commented she could not see the menu very well and wonders what the price ranges are for food items and drinks offered.

Mr. Culhane reviewed the price ranges.

Mayor James asked if the lighting is turtle friendly.

Mr. Culhane responded yes and explained the lighting they would use.

Mayor James questioned if beach chair and umbrella rentals would be offered.

Mr. Culhane noted they do not actually offer rentals.

Mayor James asked if there is a way they could have no plastic or reduced plastic use.

Mr. Culhane explained their opportunity to be totally plastic free.

Mayor James questioned the capacity of the restaurant so we can anticipate parking.

Mr. Culhane responded the capacity is 220.

Mayor James noted she is concerned about the \$14 burger. She wants a local feel and not expensive so a family of three can afford it. When we eliminate the park, we want a family atmosphere, but she does not see anywhere for the children.

Mr. Culhane explained their other locations are very kid-friendly with game areas, kids' areas, and play areas. They want to build in kid-friendly areas as they have a kid's menu, and they will build this into the finalized plans.

City Manager Garcia clarified that the south side where Tootie Adler Park is will remain a park; we will work to enhance the southern piece. It is the northern piece where all the shacks are and is the area we allowed the bidders to utilize in their plans.

Mayor James asked if they removed the park in the presentation.

Mr. Culhane noted the build-out is on the north side.

Deputy City Manager Sosa-Cruz explained when the bid was put out and proposals submitted, the area to be developed started from the current footprint of the Dania Beach Grill and it was the north side that was optional for development. We are working on a FRDAP grant to expand Tootie Adler Park.

Commissioner Davis said she loved the environmentally friendly concept. She wanted clarification that they are doing a hybrid of two existing locations and wanted a better idea whether this would have a different atmosphere.

Mr. Culhane said it would be similar to the Bradenton location and explained the different areas and noted it would be two-story like Madeira Beach.

Commissioner Davis commented we are in a new era of COVID and the surge, and asked Mr. Culhane to go over sanitation measures taken to ensure safety.

Mr. Culhane explained their protocol to disinfect and take temperature checks for employees; if employees do not feel well, they stay home and receive their full wage. He is happy to work for this company that has taken the lead in safety precautions. Face masks are required for staff as they are frontliners and they go home to their families. Cleanliness is the utmost precaution, and they no longer take temperature checks of customers now. The owners offered to any staff wanting to get vaccinated to pay for their time off and travel to do so.

Commissioner Davis asked what their number one wow factor is.

Mr. Culhane responded it is their staff and management team; they are a family and will go above and beyond.

City Manager Garcia noted that all new construction on the beach would require turtle-friendly lighting and all proposers included this requirement in their proposals.

City Attorney Ansbro questioned the Coastal Construction Control Line and the affect it would have on the timeline for the project.

Mr. Culhane noted they would be obtaining all required permits which is built into their timeline.

2. LM Restaurants

Amber Moshakos, President of LM Restaurants, Joy and Lou Moshakos, founders/owners, Gary Sachs, Vice President of Finance, and Katherine Goldfaden, Senior Director, each gave brief introductions of themselves and gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Commissioner Odman mentioned the take-out service and said one of the things we are looking for is reliance on single-use products. She asked where the materials would go and whether they would end up flying around the beach.

Amber Moshakos described the products they use and noted they use plastics that can be re-used for people to take home to use.

Joy Moshakos said re-usable products are utilized so they do not end up in the trash, which is why they do the draft wine so there are not bottles in the trash.

Commissioner Odman questioned if that is something as a company they are focused on, new products in the movement, and whether they are involved in that, so they evolve.

Amber Moshakos spoke about their use of bamboo straws; they do not have a perfect to-go package, but their goal is to be eco-friendly.

Commissioner Davis said she loves it is family centered and environmentally friendly and kid friendly. She loves they have room for input from the community and it is not 100% done without input. Our residents are very passionate about the Dania Beach Grill and were very specific about how they wanted the feel of the grill to be. She wanted to know if they have visited the beach to see ways they can incorporate and preserve some of the history.

Amber Moshakos noted she has a pocket full of papers from looking at the history and they walked the site and asked what the little pieces are that they can recover and put in the design and keep. Mr. Moshakos is there several times a week; the opportunity to go in and be hands on is extremely important to them.

Mr. Moshakos said they are very flexible, and it is important they have input from the community. He noted their company does not have stockholders.

Commissioner Davis commented she has been to the Pompano Beach location and saw turtle friendly lighting. She wished they had that to show because we are in the middle of turtle nesting season.

Commissioner Lewellen noted she likes the idea of the connected buildings with the covered walkway. The presenters mentioned and she saw a specific area for music, but they said they have not found the need to hire musicians as it would take away from the ambiance. She thinks live music would be very necessary in Dania Beach; bringing in music would need to be done.

Mr. Moshakos explained it has not been needed. They started with idea of seven days a week, but when they opened in the middle of the pandemic, the last thing they wanted was a large crowd congregated due to social distancing requirements. Since the pandemic has somewhat abated, they were talking two weeks ago about bringing in music. They are open to Dania Beach, and they will have music.

Commissioner Lewellen said the overall prices looked fairly reasonable and asked for price points for their food and drinks and if there are any specials.

Mr. Moshakos and Amber Moshakos reviewed the menu items and drink pricing. Food prices start at \$9, and they go up. Ms. Moshakos said they currently have happy hour in Pompano Beach.

Commissioner Lewellen noted she appreciated the environmentally friendly aspect and being able to buy a metal straw.

Mayor James said the music is very important to Dania Beach and wanted to know whether on the slant of the walkway it would give you a view of the ocean.

Mr. Moshakos explained it will be raised so there will be a view of the ocean. They must raise it because of building requirements.

Amber Moshakos noted they want to make sure the guests sitting on the patio have a beautiful view of the beach and they will work on the design to accomplish this.

Mr. Moshakos added every seat will have ocean view.

Amber Moshakos said they are not opposed to music; bringing in local artists is always fun and brings the community together.

Joy Moshakos noted even when they do not have live music, they invest in the sound system which makes it feel live; music is very important.

Mr. Moshakos added music, lights and people create the atmosphere.

Mayor James asked if they could commit to doing no Styrofoam or plastic.

Amber Moshakos responded yes regarding Styrofoam but eliminating all plastic would be difficult as they have eliminated glass for people coming off the beach. They are looking at multi-use plastic.

City Manager Garcia questioned the time of construction once all the permits are in place.

Mr. Moshakos said they are willing to commit paying rent six months after permits are in place and one month of training.

Amber Moshakos gave a detailed timeline.

3. PDKN Holdings, LLC

Jason Crush, Crush Law, representing PDKN, introduced the local team, Kim Bokamper, Brian Lombardy, Jamie Chris, P.J. Kavanagh, and Ricky Robinson, PDKN Marketing Director.

Mr. Bokamper gave an overview of the principals who make up PDKN and gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Mr. Crush continued the presentation.

Commissioner Lewellen said she is personally familiar with several Bokamper's locations; they are mostly an elevated sports bar. She asked if they would have the ability to allow for live music in Dania Beach.

Mr. Crush said yes, they have left the tiki bar area open where they were thinking of local live music.

Mr. Kavanagh noted daily, they would have one- or two-piece music. They do not see this as a sports bar; it will have TVs but will not have a sports bar atmosphere. He added it is exciting they do not have to put a lot of TVs in, instead they will be focusing on the live music.

Commissioner Lewellen asked about the menu prices for the ranges of food, drinks, and specials.

Mr. Kavanagh reviewed the prices and noted they are about quality. Their \$12 burger is all natural meats from a farm in Ft. Pierce; it is all about health. They are working on a Caribbean burger, and this would be the perfect location to introduce it; it has a smaller 4-ounce patty starting at \$5.95, up to \$7.00.

Jamie Chris also reviewed the menu items and drink prices. They adjust and cater to the area what the market requires, do specials and happy hour, and have college football bucket specials and 2-for-1 happy hour in other locations. They could also create this for off the beach.

Commissioner Davis said it was a very thorough presentation, but she did not hear examples of philanthropic initiatives and how they engage the community.

Mr. Bokamper reviewed the charities his restaurants sponsor and endorse; they have also invested in some of the charities he has personally been involved with. They are as community oriented and as charitable as any restaurant in South Florida.

Commissioner Davis asked about the time frame of construction from the time of permitting.

Mr. Lombardy gave a timeline and noted construction could be completed in ten months, but they allocated a year.

Mayor James questioned how many parking spaces they anticipate this establishment occupying on their best night.

Mr. Bokamper responded probably 150 spaces; he understands a parking garage is to be built by the City.

Mayor James noted we must take into consideration the community and asked if the number includes staff.

Mr. Crush said staff is included in the number.

Mr. Lombardy noted a valet service could be considered for off-site parking if necessary.

City Manager Garcia suggested the Commission deliberate and speak to the stakeholder residents as she knows how much they value their input. She noted staff stands behind the way they

ranked these three firms, but it is the Commission's decision. The goal is to have the best product that our residents can have and as soon as possible. We are also looking at involvement in the Dania Beach community, which is important to us as well. She thanked the Commission and all the residents who have commented online and thanked the bid review committee that worked hard. She recommended that no later than the first meeting in October, staff would bring back an item for the Commission's consideration.

Mayor James said she would like to personally visit all the places and recommends the Commission also does that if they have not done so. We need to make sure we have the input from the community in a transparent fashion.

City Manager Garcia noted the Commission has a travel budget that has not been tapped into that could be used to visit the different locations, not just in Florida, but also in North Carolina.

Vice-Mayor Salvino said he had listened to all the presenters and watched their presentations, though he did not speak.

Mayor James thanked the presenters and said if there are any questions from the firms or public, the Commission is ready and willing to meet and hear their concerns.

3. Adjournment

Mayor James adjourned the meeting at 8:12 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

MINUTES OF HYBRID REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, SEPTEMBER 28, 2021 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 7:01 p.m.

Present:

Mayor:	Tamara James
Vice-Mayor:	Marco A. Salvino, Sr.
Commissioners:	Joyce L. Davis
	Lori Lewellen
	Lauren Odman
City Manager:	Ana M. Garcia, ICMA-CM
City Attorney:	Thomas Ansbro
City Clerk:	Thomas Schneider

2. Moment of Silence and Pledge of Allegiance

Mayor James called for a moment of silence followed by the Pledge of Allegiance to the United States Flag.

3. Presentations, Special Event Approvals, and Final Budget Public Hearings

- 3.1 Broward League of Cities Solid Waste Working Group presentation by Beam Furr, Broward County Commissioner & Vice Chair of the Solid Waste Working Group and Mary Lou Tighe, Executive Director, Broward League of Cities - requested by Commissioner Davis

Commissioner Davis briefly spoke about the Solid Waste Working group and introduced Commissioner Furr and BLC Executive Director Tighe.

Commissioner Furr gave a PowerPoint presentation which is attached to and incorporated into these minutes.

- 3.2 Artificial Reef contract presentation and discussion with contractor/nonprofit, 1000 Mermaids, represented by Evan Snow and Shelby Thomas

Commissioner Odman gave a brief overview of events leading up to this point. She, Deputy City Manager Sosa-Cruz, Ms. Thomas, and Mr. Snow met concerning the place to deploy off the pier being no longer viable. There were a couple optional locations, but the County said no to them.

Ms. Thomas and Mr. Snow introduced themselves.

Ms. Thomas gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Mr. Snow noted they we would like to seek an alternative site.

Commissioner Lewellen asked if they have had any conversations with the City of Hollywood as we have had issues before with them regarding things on the Dania Beach/Hollywood line.

Mr. Snow noted the City could name it anything they would like; if the City is paying, the City gets naming rights. It would be technically in Hollywood, and he is meeting tomorrow with a Hollywood commissioner.

Ms. Thomas explained these are County permitting rights.

Commissioner Lewellen said the concern is that the name Dania Beach is on it, but it would be in Hollywood.

Commissioner Davis commented this is unfortunate as the City got really excited about this. The whole point is for it to be in the City of Dania Beach. She does not see it going to another city even though it would be named Dania Beach as a viable option. She tries to be proactive; whenever something happens, you want to learn from it. Hindsight would be knowing what can really be done before ribbon cuttings and anything else occurs. She would like to ask what we can do to be proactive in the future to prevent something like this again.

City Attorney Ansbro noted he mentioned at the last meeting he urged 1000 Mermaids from the beginning to get approval from the Navy because he knew the Navy. There was nothing he could do to protect us; that was 1000 Mermaids' due diligence. He advised the Commission to terminate the contract and get our money back and let them go to Hollywood.

Ms. Thomas explained they thought they had initial approval and explained how the Navy interceded. She addressed one of their alternative proposals.

Mayor James said she would ask the Commission to cancel the contract. This is not something we are going to spend money on, and Hollywood would take credit. It is not practical; as for now, this will be her recommendation for this item.

Commissioner Odman asked if the Commission needed to vote on this.

City Attorney Ansbro recommended the Commission allow the Legal Department to do a Notice of Default to terminate the contract and get our money back.

Commissioner Lewellen questioned other dive sites off the beach; she knows there is a wrecked ship out there and asked how that was allowed and this project was not.

City Attorney Ansbro said the Navy's restrictions are 18 years old and the wrecked ship was sunk some 30 years ago.

The Commission unanimously agreed with the recommendation of the City Attorney to terminate the agreement with 1000 Mermaids.

3.3 Presentation by Mark Glover, Aligned Strategies & Partnerships, regarding the use and allowances of the American Rescue Plan - requested by Mayor James

Mr. Glover noted he has been working with Gary Yates of Integrity Group. Three other principals of Integrity Group introduced themselves. Mr. Yates gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Mayor James requested they provide their information to Finance Director DiPaolo so that we follow the City's procurement policy.

City Attorney Ansbro noted this announcement is for tonight's Final Budget Hearing for the City of Dania Beach, Florida for Fiscal Year 2021-2022.

City Attorney Ansbro announced:

The OPERATING MUNICIPAL MILLAGE will be 5.9998 MILLS, which reflects no change from the City's current fiscal year millage rate. This operating millage rate represents a 3.64% increase over the rolled back rate of 5.7890 MILLS as computed in accordance with the provisions of Section 200.065(1), Florida Statutes.

The voter-approved debt service millage rate is 0.1441 mills in accordance with the provisions of law pursuant to Chapter 200, Florida Statutes.

The City's aggregate millage rate is 6.1439 Mills (5.9998 Mills for operating and 0.1441 Mills for debt service).

3.4 RESOLUTION #2021-141 PUBLIC HEARING

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING THE MILLAGE RATE NECESSARY TO BE LEVIED FOR THE FISCAL YEAR 2021-2022 FOR OPERATING PURPOSES; ESTABLISHING THE DEBT MILLAGE APPROVED BY THE ELECTORATE; PROVIDING FOR A PUBLIC HEARING WHEN AND WHERE OBJECTIONS MAY BE HEARD AND QUESTIONS CONCERNING THE SAME WILL BE ANSWERED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Finance*)

City Attorney Ansbro read the title of Resolution #2021-141.

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

Commissioner Lewellen motioned to adopt Resolution #2021-141; seconded by Commissioner Davis. The motion carried unanimously.

3.5 RESOLUTION #2021-142 PUBLIC HEARING

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS REQUIRED BY THE CITY CHARTER AND SECTION 200.065, FLORIDA STATUTES, APPROVING ITS FINAL ANNUAL BUDGET FOR THE FISCAL YEAR 2021-2022; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Finance*)

City Attorney Ansbro read the title of Resolution #2021-142.

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

Commissioner Lewellen motioned to adopt Resolution #2021-142; seconded by Commissioner Davis. The motion carried unanimously.

4. Proclamations

4.1 Childhood Cancer Awareness Month - Commissioner Davis

Commissioner Davis read the proclamation for Childhood Cancer Awareness Month.

5. Citizen Comments

Rickie Young, 225 NW 7th Avenue, spoke in opposition to the C-10 Canal bridge project on West Dania Beach Boulevard.

Linda Wilson, President of the Friends of the Dania Beach Library, spoke about item 10.1 for charitable funding and item 10.2, noting there are many firms from which the City could choose to administer the American Rescue Plan funds. She also spoke about renderings for artwork on the NW 1st Street bridge included in the City Manager's report.

Ivey Cure, 209 NW 14th Court, spoke against construction of a bridge over the C-10 Canal. She noted she is President of the American Legion Post 209 and needs assistance with funds or grants from the City to remodel the post.

Kala Gardner, 609 SW 1st, spoke in opposition to the C-10 Canal bridge project due to increased traffic concerns because of the children living in the area.

Clarence Mitchell, 1351 West Dania Beach Boulevard, spoke against a bridge over the C-10 Canal.

Tammie James, 255 NW Tamara James Avenue, spoke on behalf of the residents of NW Dania Beach in opposition to the C-10 Canal bridge project.

Reverend Paul Wiggins, 321 SE 3rd Street, #405, spoke against a bridge on West Dania Beach Boulevard over the C-10 Canal.

Daphne Henry, 1201 NW 2nd Street, spoke in opposition to a West Dania Beach Boulevard bridge.

Gloria Black, 802 NW 3rd Street, spoke against a bridge over the C-10 Canal.

Patrick Funchess, 1481 West Dania Beach Boulevard, spoke in opposition to a bridge over the C-10 Canal.

Bobbie H. Grace, 110 NW 8th Avenue, thanked those who attended the NW Byrd Pointe community meeting last night and spoke against a bridge over the C-10 Canal. She urged the Commission to pass a resolution removing the bridge from the MPO list of projects.

Pastor Jonathan Thomas, 180 East Dania Beach Boulevard, spoke in opposition to a bridge over the C-10 Canal.

Rodney Collins, spoke against a bridge over the C-10 Canal, and commented on the discussion regarding the artificial reef and the Navy, and the presentation by Aligned Strategies & Partnerships.

Morris Goldwire, 20 NW 13th Avenue, spoke in opposition to a bridge over the C-10 Canal.

Stacey Brown, 621 NE 2nd Street, noted 1000 Mermaids did receive all the permits and then the Navy became a roadblock.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity in the City, commercial vehicle enforcement, traffic enforcement, and homeless outreach.

Captain Sergio Pellecer, BSO District Fire Chief, gave an update on departmental activities including the fire suppression team inspections, response to a recent car fire caused by an accident, and the number of calls they responded to.

7. Consent Agenda

Items added to Consent Agenda: Addendum item #7.6

Items removed from Consent Agenda: #7.4 (Withdrawn)

- 7.1 Minutes:
Approve Minutes of September 8, 2021 Virtual Workshop - RAC Allocated Units
Approve Minutes of September 13, 2021 City Commission Hybrid Meeting

- 7.2 Travel Requests: None

Resolutions

- 7.3 RESOLUTION #2021-143

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT ON BEHALF OF THE COMMUNITY DEVELOPMENT DEPARTMENT WITH AA OFFICE & CONCIERGE SERVICES IN THE AMOUNT OF TWENTY-SIX THOUSAND FOUR HUNDRED DOLLARS (\$26,400.00); TO WAIVE COMPETITIVE BIDDING; TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

Ordinances (Titles read by City Attorney)

- 7.5 ORDINANCE #2021-024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REPEALING SECTION 2-30, ENTITLED "INDIVIDUAL CAMPAIGN CONTRIBUTION LIMITS," OF ARTICLE II, ENTITLED "REQUIREMENTS FOR CITY EMPLOYMENT," OF CHAPTER 2, WHICH CHAPTER IS ENTITLED "ADMINISTRATION" OF THE CITY CODE OF ORDINANCES, DUE TO PREEMPTION BY THE STATE OF FLORIDA OF THE CITY'S MONETARY LIMITATIONS ON CAMPAIGN CONTRIBUTIONS AND CAMPAIGN CONTRIBUTORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(City Attorney)*

Addendum

- 7.6 RESOLUTION #2021-147

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FLORIDA RECREATIONAL DEVELOPMENT ASSISTANCE PROGRAM ("FRDAP") TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR STATE OF FLORIDA FISCAL YEAR 2022 - 2023; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

Commissioner Lewellen motioned to adopt the Consent Agenda, with the addition of Addendum Item #7.6 and with the exception of Item #7.4; seconded by Commissioner Davis. The motion carried unanimously.

- 7.4 RESOLUTION #2021-144 *Withdrawn*

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUPPORTING BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION'S ("MPO") COMMITMENT TO THE

2045 METROPOLITAN TRANSPORTATION PLAN (MTP) AS IT RELATES TO THE BRIDGE PROJECT PROPOSED TO CROSS OVER THE C-10 CANAL, WHICH PROJECT WAS LEFT OUT OF CITY COMMISSION RESOLUTION NO. 2021-120; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Commissioner Lewellen*)

City Attorney Ansbro read the title of Resolution #2021-144.

Commissioner Lewellen referenced the NW 1st Street bridge closure last Sunday. She said she was withdrawing this item and explained why the bridge over the C-10 Canal on West Dania Beach Boulevard was initially brought up due to NW 1st Street being closed off. We need to make sure we are looking out for the public safety of our residents, so we need to look at public safety issues when the only bridge on NW 1st Street is shut down. She would like our public safety team to do an assessment as we need additional information.

Mayor James said the reason for the bridge being closed is not the reason why the proposed West Dania Beach Boulevard bridge project was put on the MPO's list. In 2018, our liaison to the MPO did not inform the Commission or go to the community about the bridge being added to the project list. MPO's Mr. Caletka said this is an amenity and not a necessity; this is lack of respect. We have too many people making decisions for places they do not live in. She noted the Commission was provided the petition from the neighborhood, which is attached to and incorporated into these minutes. Three Commissioners sat in church yesterday at the community meeting where the residents said they did not want the bridge. We sit here and represent the voices of the people, but it did not matter that the residents here tonight were against it. The item was withdrawn not because people were against it but because the Commissioner wants an assessment to be done.

Mayor James noted she would not support any type of assessment; the assessment spoke to us last night and tonight. She does not know what the motivation is for something that is not needed and not wanted by the residents. The item is being withdrawn because more information is wanted. She listed all the access points we currently have in the City and questioned when we are going to protect our residents. She noted she would ask for consensus to bring a resolution back to remove the bridge from the 2045 MPO project list.

Commissioner Odman said it is not just being the voice of the people, it is also understanding and education on the Commissioners' part of the history and, in this case, racial history about the interstates and bridges in America and how they are related to racism and gentrification. She is disappointed to hear we may have an issue with our representative at the MPO; she supported Commissioner Lewellen because she was neat and thorough and did her due diligence. She knows about the meeting last night; our MPO representative needs to do a good job of it. She stated she does not want to go out for an assessment and questioned what needed to be done to remove the bridge from the 2045 MPO project list.

Commissioner Lewellen noted she is a very thorough person and that is the reason she is asking for an assessment to determine delayed response times and emergencies. Her purpose is simply to do due diligence; that conclusion may very well be to remove the bridge.

Commissioner Davis said as a new elected official, she did not have the information she needed regarding the bridge. She was not aware of the history or the feeling of the residents, nor the MPO who was involved with it, and was completely new to this situation. When the item was pulled the first time, she wanted to hear and gather all the information from Mr. Caletka and wanted to see that no resident would be displaced. She also wanted to hear directly from the residents. She initially thought this was an MPO initiative and if the only reason the benefit of the bridge is to go to Dania Pointe, we have Old Griffin Road, NW 1st Street, and Stirling Road to do that. This, in combination with the entire church being against this bridge and with the petition that had hundreds of signers, when she balances all those things out, she cannot in good conscience say she does not support these residents and ignore all the voices she has heard. She has heard the residents describe their residential neighborhood and understands the straight shot, but the expert said he does not care if it happens, that it is an amenity and not a necessity.

Vice-Mayor Salvino noted the big thing for him is that the whole process has been done wrong. He is not saying he is for the bridge, but we should have had designs and public safety people come in for a presentation for the public to see. When talking about respect, the public should not be allowed to assault the Commissioners when they speak to them. He added that the bridge money goes away if we do not do this; we failed to explain this. There was too much fire, and he will go with what the Commission wants, but he wants another presentation. He also wants the residents to understand and sometimes residents do not see that if the money is gone, it is gone.

Mayor James said she spoke with the City Attorney this morning about the steps to take to remove the bridge project from the project list. Mr. Caletka advised it was not enough to withdraw the item. We need a resolution to bring back on the Consent Agenda that will remove the item from the 2045 MTP Plan. Following that, Mr. Caletka said they would need a letter from the City Manager or Public Safety Director.

City Manager Garcia noted she wanted to piggyback on what Vice-Mayor Salvino said. This Commission and City have been very transparent. There are many things coming to enhance our City. This item was brought to the Commission in 2018 by a former director who is no longer here. Her role is to be transparent and provide backup. The goal, which should be transparent, is to look at the pros and cons and to make decisions based on what the residents want and on best practices.

8. Bids and Requests for Proposals

There were no proposals on this agenda.

9. Public Hearings and Site Plans

9.1 ORDINANCE #2021-025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY GREENSPOON MARDER, ON BEHALF OF THE PROPERTY OWNERS, DANIA LIVE 1748 II LLC AND KIMCO REALTY CORPORATION, APPROVING A PLAT NOTE AMENDMENT

(DR-054-21), FOR PROPERTY LOCATED NORTH OF STIRLING ROAD, EAST OF INTERSTATE 95, AND WEST OF BRYAN ROAD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

City Attorney Ansbro read the title of Ordinance #2021-025 and noted this item was a quasi-judicial hearing and swore-in those who would speak as they came forward. He asked the Commission to disclose any communication they had on this matter.

Corinne Lajoie, Assistant Director of Community Development, gave an overview of the plat note amendment request.

Dennis Mele, Greenspoon Marder, representing the applicant, provided a brief explanation of the request.

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

Commissioner Lewellen motioned to adopt Ordinance #2021-025, on first reading; seconded by Commissioner Davis. The motion carried on the following 5-0 Roll Call vote:

Commissioner Davis	Yes	Vice-Mayor Salvino	Yes
Commissioner Lewellen	Yes	Mayor James	Yes
Commissioner Odman	Yes		

9.2 ORDINANCE #2021-026

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY LEIGH ROBINSON KERR & ASSOCIATES, INC, AGENT FOR THE PROPERTY OWNER FRANMAR PROPERTIES OF SOUTH FLORIDA, LLC, TO REZONE PROPERTY LOCATED BETWEEN RAVENSWOOD ROAD AND SW 22ND AVENUE NORTH OF SW 42ND STREET, DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”; CHANGING THE CURRENT ZONING CLASSIFICATION OF THE PROPERTY FROM RS-6000 AND C-3 TO IROM-AA (APPLICATION NO. RZ-063-21), SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(Community Development)*

City Attorney Ansbro read the title of Ordinance #2021-026 and noted this item was a quasi-judicial hearing and swore-in those who would speak as they came forward. He asked the Commission to disclose any communication they had on this matter.

Richard Lorber, Planning & Zoning Manager, gave a presentation on the rezoning request for Academy Bus.

Mayor James opened the Public Hearing.

David Reich, 750 SW 34th Street, Suite 100, Fort Lauderdale, said he has property to the west of this property and does not oppose this request, but he would like to be notified of a firm site plan when one is in place.

Vice-Mayor Salvino asked if there are houses to the west of the property.

Planning & Zoning Manager Lorber responded there is only one residential, which is Mr. Reich's.

Vice-Mayor Salvino questioned why we have not rezoned all the residential lots already all at one time to make it easier for those who want to do expansion like this so all they have to do is apply for a plat or site plan.

Leigh Kerr, representing the applicant, said he supports staff's recommendation, and the applicant looks forward to expanding in Dania Beach and will stay in touch with Mr. Reich.

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

Vice-Mayor Salvino motioned to adopt Ordinance #2021-026, on first reading; seconded by Commissioner Lewellen. The motion carried unanimously.

9.3 RESOLUTION #2021-145

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, INVOKING ZONING IN PROGRESS; DECLARING THAT THE CITY IS CONSIDERING AN AMENDMENT TO ITS LAND DEVELOPMENT CODE TO PRIORITIZE ALLOCATION OF REGIONAL ACTIVITY CENTER ("RAC") DWELLING UNITS AND ESTABLISH CRITERIA; AMENDING SUBPART 1 ENTITLED COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICT OF THE CITY'S LAND DEVELOPMENT CODE (LDC) OF THE CITY OF DANIA BEACH CODE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

City Attorney Ansbro read the title of Resolution #2021-145.

Corinne Lajoie, Assistant Director of Community Development, gave an overview of the Zoning in Progress and possible amendment to the LDC concerning Regional Activity Center dwelling units.

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

Commissioner Lewellen motioned to adopt Resolution #2021-145; seconded by Commissioner Davis. The motion carried on the following 4-1 Roll Call vote:

Commissioner Davis	Yes	Vice-Mayor Salvino	Yes
Commissioner Lewellen	Yes	Mayor James	No
Commissioner Odman	Yes		

9.4 RESOLUTION #2021-146

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING AN APPLICATION FOR AN AMENDMENT TO THE BROWARD COUNTY TRAFFICWAYS PLAN BY THE CITY, REQUESTING DELETION OF THE FORTY TWO FOOT ONE-WAY PAIR TRAFFICWAY ON SW 4th AVENUE (DIXIE HIGHWAY) BETWEEN DANIA BEACH BOULEVARD AND SHERIDAN STREET, AND AUTHORIZING STAFF TO TRANSMIT THE APPLICATION TO THE BROWARD COUNTY PLANNING COUNCIL WITH A RECOMMENDATION OF APPROVAL; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. (*Community Development*)

City Attorney Ansbro read the title of Resolution #2021-146.

Richard Lorber, Planning & Zoning Manager, gave a presentation on the amendment to the Trafficways Plan.

Mayor James asked what the Broward County Transit Council said about this.

Planning & Zoning Manager Lorber responded the next step is to bring this to the Broward County Planning Council as an application; in the 1950s and 1960s, they created this trafficways plan that made the roadways wider and, in this area, it is not needed.

Mayor James questioned if it had not been reviewed since the 1960s by Broward County.

Planning & Zoning Manager Lorber said yes, the segment north of Dania Beach Boulevard to Old Griffin Road was presented in the 1980s or 1990s and was not approved to be deleted. Planners drew conceptual lines on maps in the 1950s and 1960s; at this point, this corridor does not make sense.

Mayor James said we fall into this a lot with our code and different issues; we are having to right a lot of things because we are the oldest city in Broward County. There are a lot of things that need to be done.

Vice-Mayor Salvino questioned the purpose of this.

Assistant Community Development Director Lajoie clarified staff is bringing forward an amendment to remove this trafficway from the Trafficway Plan. Staff does not want it and they are on the same page as Vice-Mayor Salvino.

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

Commissioner Lewellen motioned to adopt Resolution #2021-146; seconded by Commissioner Davis. The motion carried unanimously.

10. Discussion and Possible Action

10.1 Procedures for providing charitable funding and other grants to local nonprofit entities - Commissioner Davis

Commissioner Davis noted the Commission had directed staff to create procedures yet cherry-picked two organizations for funding at the same meeting. She wants everyone to follow the same procedures, including the Friends of the Library and the Chris Hixon Foundation.

Frank DiPaolo, Director of Finance, gave a PowerPoint presentation which is attached to and incorporated into these minutes.

Commissioner Davis noted she has concerns with the complexity of it; she wants to be sure we are not creating too much red tape. One thing that stood out to her was prohibiting funding to faith-based organizations; they promote God but also provide hot meals to children, among other things.

Finance Director DiPaolo clarified any organization that is using the money to benefit the residents of Dania Beach is eligible to receive funding, but their sole purpose cannot be promoting a faith or religion.

Commissioner Lewellen felt it might be better to have individual meetings with the Finance Director and City Manager, and this would be her suggestion.

Mayor James said this is very cumbersome; she has an organization and has applied for many things. To have a binding agreement to be executed is asking a lot. She questioned if an organization submits for \$10,000, what the best practice is for how we look at that. It seems it is going to be tied to emotions. She would rather give all organizations the same amounts versus having to go through and determine the amounts; maybe we could have different tiers of grants, but this needs to be worked out. It was also mentioned that organizations should be aligned with the Strategic Plan, so the application should include bullet points of elements of the Strategic Plan. Additionally, a lot of organizations do not have auditing experience; they would have to expense for an auditor. She has no problem with requiring a final report to be submitted. This may need to be discussed at a workshop as she does not want to shortchange it.

Commissioner Odman asked if the Commission could opt to talk with Finance Director DiPaolo individually. She would like to avoid a workshop since we have had numerous workshops lately.

Discussion ensued regarding the short window of time with applications opening up on October 1st and when Finance Director DiPaolo could bring this item back to the Commission.

Finance Director DiPaolo said he had been taking notes and agreed it is a good idea to meet individually. He would then bring something back at the second meeting in October; we can push back the October 1st opening and perhaps still award in February.

City Manager Garcia commented this is a draft and staff wants all the Commission's input. By next year, we want it in place. We could start off on November 1st or as soon as possible, and staff would bring back a document prior to then.

The Commission consensus was to individually meet with Finance Director DiPaolo to discuss the procedures.

10.2 Use of State of Florida Management Consulting Services contract #80101500-20-1 for selection of a consultant to assist in the administration of American Rescue Plan Act (ARPA) funds - Frank DiPaolo, Director of Finance

Finance Director DiPaolo said the City has received \$8 million dollars to date and there are a multitude of things the City can do with this money. We would like to be sure we are being accountable for all the money so there is no claw back of it and would like to engage with a consultant. He talked to other cities; there are 55 firms on the State's list. We would have a committee make a selection and bring it to the Commission at the end of October. The consultant would conduct a workshop with the Commission to determine what the money should be spent on. They also can administer assistance programs as we do not have the expertise to do so. He explained the firm that gave a presentation earlier in the meeting is in a contract for auditing firms and is not in this contract for administration. Staff is looking for consensus to get the process started.

Commissioner Lewellen confirmed she did not see the presenter firm on the list.

The Commission consensus was to move forward with the selection of a consultant.

11. Commission Comments

11.1 Commissioner Davis

Commissioner Davis spoke of the recent Ocean Conservation Day, which was very successful, the Lighthouse for Students fundraiser, the WMODA museum day, and the Lions Club fish fry.

11.2 Commissioner Lewellen

Commissioner Lewellen said it is important to realize the Commission was elected to represent the entire City. It is not just one neighborhood; it is all neighborhoods. Comparing projects is like apples and oranges; she is certain there are projects in her area that were approved that she did not like. She wanted to be clear there were projects she supported that she did not necessarily want to support. She does not appreciate being accused of not listening to the residents; she is simply gathering as much information as possible.

11.3 Commissioner Odman

Commissioner Odman noted we have openings on boards we are having trouble filling.

11.4 Vice-Mayor Salvino

Vice-Mayor Salvino said he took a lot of offense tonight. He puts a lot of time into the City; it really hurts when people do not appreciate the things they do not see. He felt he has not given any disrespect; the residents can call him. He does not want them to talk down; he loves the City and loves working for the City.

11.5 Mayor James

Mayor James noted there is a lot of mistrust with residents, not just in Dania Beach, but in many cities and all over the state. She does not condone the disrespect, but that community feels they have been ignored. The record shows no matter how much they have come and spoken up, they were voted against a lot of the time. We do not do a very good job explaining where the dollars are going, such as improvements at the beach; maybe we can put a sign up. The whole process concerning the bridge was flawed. She thanked Commissioners Davis and Odman for support to take it out of the plan. Tonight, this was a touchy subject, and she wants us to continue to go towards transparency and be inclusive of everyone. The decisions we make affect children 20 years from now and it is important to decide how we are going to be better as a City. She acknowledged having the firm concerning the American Rescue Plan as a presentation was not best practice.

12. Appointments

12.1 Airport Advisory Board

12.2 Education Advisory Board

12.3 General Employees Pension Board

12.4 Parks, Recreation and Community Affairs Advisory Board

There were no appointments at this meeting.

13. Administrative Reports

13.1 City Manager

City Manager Garcia thanked the Commission for approval of the budget; this is the most impactful and it would not have happened if we had not spent 100 hours during the strategic planning process.

City Manager Garcia agreed it is a good idea to do like Miami Dade and put signs out to show where the taxpayers' dollars are going.

City Manager Garcia requested Commission approval to submit a LOI to purchase the vehicles they approved for the BEAM Team. A Letter of Intent would be submitted, and staff would come back with a resolution in October to procure the vehicles.

The Commission agreed to the LOI.

City Manager Garcia recommended we extend COVID testing to November 4th.

The Commission agreed to extend the testing to November 4th.

City Manager Garcia reported we are full steam ahead with the drainage project on the beach. We are on a timeline to complete it this calendar year; our goal is to get it done as quickly as possible.

City Manager Garcia noted we have almost completed the Dania Cove drainage project; completion should be by the end of October.

City Manager Garcia reported the Melaleuca wall looks beautiful; we are beautifying our City one project at a time.

City Manager Garcia noted she is looking to get Commission support of doing a pilot program and work with all the agencies to be able to beautify the NW 1st Street bridge. She has shown the Commission several concepts and asked if they would approve the investment of \$3,000.

Mayor James asked if we could involve the CACAB with this project at some level. She wants to be inclusive of our boards who have put forth time and effort. They would be appreciative of it.

City Manager Garcia said we can submit some of the ideas and sketches to them and they can add some of their own and pick the top three, which would then be brought to the Commission.

The Commission consensus was to move forward with the pilot program and to involve the CACAB.

City Manager Garcia reported we are in RFP mode for the City Hall West Wing project. There will be an October 15th opening of proposals and the next step is to bring a selected construction firm to the Commission.

City Manager Garcia congratulated the Finance Team, the department directors, and the Commission because she and Finance Director DiPaolo had a goal to make sure the City would be the recipient of the first-ever budget award and we were able to reach that goal. This is something we can all celebrate; a tremendous budget, but also an award-winning one.

13.2 City Attorney

City Attorney Ansbro had no comments.

13.3 City Clerk - Reminders

Tuesday, October 12, 2021 - 5:30 p.m.

Tuesday, October 12, 2021 - 7:00 p.m.

Tuesday, October 26, 2021 - 7:00 p.m.

CRA Board Meeting

City Commission Meeting

City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 11:00 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT THE AGREEMENT WITH BENCOR, INC. TO IMPLEMENT BOTH A SPECIAL PAY PLAN GOVERNED BY THE INTERNAL REVENUE CODE SECTION 401(A) AND A FICA ALTERNATIVE PLAN GOVERNED BY THE INTERNAL REVENUE SERVICE AS AN APPROVED QUALIFIED RETIRMENT PLAN, EFFECTIVE UPON APPROVAL FOR ACTIVELY WORKING NON-UNION EMPLOYEES, AND EFFECTIVE PENDING COLLECTIVE BARGAINING FOR UNION-COVERED EMPLOYEES

Purchasing Requests ONLY

Dept:

Acct #:

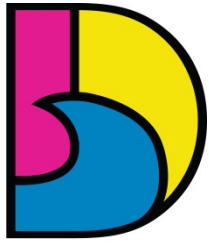
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - 210818 Bencor - New Benefits Final 8-31-21 (002), R-2021- BENCOR, Inc. Agreement for Plan Administrator for Special Pay Plan and FICA Alternative Plan, Bencor 3 Highlights of the BENCOR SPP FICA Plans 2019, BENCOR 2 SPP Overview 2021, BENCOR 1 FICA Overview 2021 - FL



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: September 1, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Linda Gonzalez, Human Resources and Risk Management Director

Re: A resolution establishing the Special Pay Plan and FICA Alternative Plan to be administered by BENCOR, initially for non-union City employees and pending negotiation for union-covered employees.

Request

Approval of a resolution establishing a Special Pay Plan and FICA Alternative Plan to be administered by BENCOR, initially for non-union City employees and pending negotiation for union-covered employees.

Background

The Human Resources Department continues to explore ways to enhance benefit opportunities for City employees, while also remaining mindful of the costs and savings opportunities for the City. The City Administration has identified a vendor partner BENCOR who specializes in a niche area of benefits that, if established, will result in tax savings for both employees and the City. BENCOR offers to administer the Special Pay Plan and FICA Alternative Plan that would go into effect immediately for non-union employees, and pending negotiations for union-covered employees.

BENCOR's only business is to provide two specific services to large governmental entities since 1994:

Special Pay Plan: under the terms of this plan, when employees leave the City, their accumulated sick and vacation time will be deposited into their own 401(a) pension account. This plan, which is compliant with the Internal Revenue Code, allows employees to defer Federal income tax and permanently save FICA and Medicare tax (7.65%). The City also saves its share of FICA and Medicare match on payments made to the plan.

FICA Alternative Plan: this plan permits government employers to enroll eligible part-time, seasonal and temporary employees in an I.R.S. approved qualified retirement plan. The minimum contribution is 7.5% of gross pay. This contribution is made on a pre-tax basis in lieu of the Social Security tax. The contribution is deducted each payroll period from the employee's check and allows employees to defer Federal Income Tax and permanently save FICA (6.2%), and also allows the City to save its share of FICA match on payments made to the plan.

In addition to the tax saving benefits, these plans allow employees to establish a secondary retirement plan, in addition to their FRS pension account. As both plans are considered retirement plans by the Internal Revenue Service, all age-related restrictions and penalties apply to early withdrawals. Through a make-whole provision, however, any penalties for those requesting their funds immediately upon separation of service can be covered by a contribution from the City from the City's share of the savings.

BENCOR would administer the plan and currently works with 60 of the 67 school districts in the State of Florida. The company is staffed with experienced and qualified investment, legal, administrative, and accounting professionals dedicated to providing quality service in the areas of plan design, administration, investment funding and communication. The principals at BENCOR bring extensive knowledge and professional experience to the marketplace.

Budgetary Impact

The plans are provided at no cost to employers, and an no cost to active participants. There are no administrative or implementation fees for the City.

For the Special Pay Plan, based on the last five years of retirement history, this program would have allowed the City to save approximately \$41,000, with employees saving even more by deferring Federal income tax, in addition to FICA and Medicare tax.

For the FICA Alternative Plan, based on a projected FY2021/22 payroll of \$779,439 for part-time, temporary and seasonal employees, this plan would allow both employees and the City to save approximately \$48,325 for the coming year.

Recommendation

Approve the resolution establishing the Special Pay Plan and FICA Alternative Plan to be administered by BENCOR, initially for non-union City employees and pending negotiation for union-covered employees.

RESOLUTION NO. 2021-148

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND ACCEPT THE AGREEMENT WITH BENCOR, INC. TO IMPLEMENT BOTH A SPECIAL PAY PLAN GOVERNED BY THE INTERNAL REVENUE CODE SECTION 401(A) AND A FICA ALTERNATIVE PLAN GOVERNED BY THE INTERNAL REVENUE SERVICE AS AN APPROVED QUALIFIED RETIRMENT PLAN, EFFECTIVE UPON APPROVAL FOR ACTIVELY WORKING NON-UNION EMPLOYEES, AND EFFECTIVE PENDING COLLECTIVE BARGAINING FOR UNION-COVERED EMPLOYEES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City offers a comprehensive benefits program and the City Administration continues to enhance the City's benefits offerings to employees and continues to recruit, develop, and retain a high performing workforce; and

WHEREAS, the Internal Revenue Code Section 401(a) allows government employers to establish benefit plans referred to as the "Special Pay Plan" and "FICA Alternative Plan"; and

WHEREAS, the Special Pay Plan permits government employers to pay special forms of compensation, such as employee sick pay and annual leave, in a tax-advantaged manner that allows employees to defer Federal Income Tax and permanently save FICA and Medicare tax (up to 7.65%) and allows the City to save its share of FICA and Medicare match on payments made to the plan; and

WHEREAS, the FICA Alternative Plan permits government employers to enroll eligible part-time, seasonal and temporary employees in an I.R.S. approved qualified retirement plan with a minimum contribution of 7.5% of gross pay, on a pre-tax basis in lieu of the Social Security tax (6.2%), that allows employees to defer Federal Income Tax and permanently save Social Security tax and allows the City to save its share of FICA match on payments made to the plan; and

WHEREAS, BENCOR, Inc.'s only business is to provide all third-party administration and plan support for these specific plan types and receives its compensation from the investment providers offered within the plans; and

WHEREAS, the City Administration deems the plans to be in the best interest of the City and its employees and therefore, recommends establishment of the plans and selection of BENCOR, Inc. as administrator;

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

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

Section 2. That the City Commission authorizes the proper City officials to execute the agreement with BENCOR, Inc. to implement both the Special Pay Plan and FICA Alternative Plan pending implementation for non-union employees, and pending negotiations, as required by law for union-covered employees.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take effect upon implementation.

PASSED AND ADOPTED on October 12, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



Special Pay and FICA Alternative Plans

The Retirement Plan that Benefits both Employees and Employers

Special Pay Plans provide a tax-advantaged way for eligible public employees to have accumulated sick pay, vacation pay, severance pay and other leave pay contributed to a retirement plan. The unique aspect of the Special Pay Plan, because of the mandatory nature of these plans, is to have their accumulated “special pay” contributed to the plan without having to pay Medicare or FICA taxes. This represents an immediate and permanent savings of 7.65%. Additionally, federal income taxes are deferred until the money is taken out of the account by the employee. The employer also permanently saves 7.65% in matching FICA and Medicare taxes that would have been paid on the additional wages.

Qualified FICA Alternative Plans have become popular in several states because of the control given to each employee, and because of the savings these plans deliver for the respective governmental entity. FICA Plans require that at least 7.5% of compensation be contributed to the qualified plan in the employee's name. In situations where the employee makes 100% of the pre-tax contribution, the employer saves the 6.2% matching contribution required for a social security contribution on their entire temporary, part-time and seasonal employee payroll.

BENCOR's Expertise

BENCOR is the leading provider of IRS-approved Special Pay and FICA Alternative Plans in the United States. BENCOR initially received IRS approval for our plan design in 1998 (1994 for FICA). Since then, we have been subjected to extensive due-diligence reviews by the country's leading professional firms and have successfully undergone numerous state and IRS audits. BENCOR Plans have always proven to be in full compliance with all applicable requirements.

BENCOR's expertise in retirement plans comes from the fact that Special Pay and FICA Alternative Plans are our only business. BENCOR provides a full-service solution, from document preparation to investment flexibility, full administrative support and a comprehensive educational program, all provided at some of the lowest costs in the industry.

1. Experience

BENCOR is staffed with experienced and qualified investment, legal, administrative and accounting professionals dedicated to providing quality service in the areas of plan design, administration, investment funding and communication. The principals at BENCOR bring extensive knowledge and professional experience to the marketplace.

BENCOR has a service center dedicated to Special Pay and FICA Alternative Plans. Other companies may propose service centers that handle a large number of “generic” 401(k), Profit Sharing, 457(b), 403(b) or other 457 plans, but they are simply not familiar with the unique aspects of Special Pay and FICA Alternative Plans.

BENCOR offers a far superior solution with service center representatives that are very familiar with the questions that will be asked by employees. Our experience and dedicated staff will result in a much higher level of participant satisfaction than what is possible with a less-experienced vendor.

Local BENCOR representatives are available to provide advisory services related to investment options for plan participants. BENCOR representatives will be available to employees as needed. All plan participants will have access to a BENCOR representative at no cost.

2. Low Cost

BENCOR covers the cost of providing our services through the reimbursements from the funds offered to the plan participants. As a result, most of our clients enjoy our plan with no direct participant costs and no cost to the employer. Note, we do have an inactive fee for any participant who has not made a contribution in two years and has an account balance of less than \$1000.

For a personalized quote for your plan, please contact us at 941.366.2779 or email us at info@bencor.com.



3. Total Plan Administration

BENCOR provides turn-key administration for our Special Pay Plans. From initial implementation through contribution processing and employee distributions, our record keeping system provides specialized support for Special Pay and FICA Alternative Plan participants. Administrative Services provided include:

- Automated enrollment process
- Quarterly statements that include custom messaging and personal rate of return information
- QDRO determination and processing
- Minimum annual distribution compliance
- Distribution processing
- Investment allocation changes
- Federal tax reporting of all plan distributions on IRS Form 1099-R
- Rollover deposit verification
- Loan withdrawal processing (Special Pay Plans only)
- Maintenance of beneficiary designations and approval of online beneficiary designation changes
- Comprehensive management reports for the employer
- Industry-leading service standards
- Participant administration and participant-level reporting and disclosure

4. Investment Flexibility

BENCOR provides access to thousands of investment options for our plans through our open-architecture platform. Our typical fund lineup will include a stable value type investment as well as a diverse set of mutual funds covering all the major investment categories, including target-date funds. The employer can control the investment lineup designed specifically for their plan. All our plans have fully liquid transfer and distribution ability, only restricted if there is a competing fund to the fixed alternative in the lineup (IRS early-cash distribution penalties may apply). For most of our clients the fixed investment is the default investment in the plan. We have access to several fixed investment alternatives which provides the flexibility to best meet the needs of each employer.

5. Employee Communication

BENCOR is keenly focused on providing employees with the information they need to stay informed about their retirement and specifically their Special Pay Plan. Each participant receives a plan specific welcome letter, quarterly statements, custom statement stuffers, e-communications and instructions on how to access more information through our various support channels. Each employee has access to our state-of-the-art website which includes tools to help them better understand their entire retirement picture. These include our Retirement Resource Center, our transactional website, retirement calculators and educational videos.

Employees can also receive personal assistance through our dedicated Special Pay call center and through our local representatives.

National Leadership with Local Knowledge

BENCOR has built our national business and our industry leading reputation on understanding the local idiosyncrasies of Special Pay and FICA Alternative Plans. A perfect example of this is the ability to utilize a Special Pay Plan in coordination with the Florida Retirement System Deferred Retirement Option Program (DROP). In this program, employees can opt into the DROP program five years prior to their permanent retirement date. In this situation, employees can make contributions to their Special Pay Plan over a five-year schedule, potentially saving five times as much into their Special Pay Plan (with five times the FICA and Medicare savings) as they would have been able to with just a single year retirement. As a result of our local knowledge, we save our employer clients and our employee participants over \$100 Million per year in tax savings. Now, we would like to do the same for you.



Financial Wellness Program

SELF-HELP WEBSITE

The Financial Wellness site is an unbiased educational resource providing a broad range of self-help tools and articles to help our clients achieve financial wellness.

Complete with calculators, videos, and informative content, resources are provided to assist individuals seeking guidance on a range of long-term planning topics.

Go to www.bencorplans.com and click on the *Financial Wellness Center* link at the bottom of the page.

Retirement Planning

Retirement is a significant life event for everyone. The Financial Wellness suite of tools is designed to assist clients in achieving a comfortable retirement.

Saving for College

Surveys show the second largest financial concern for many individuals is saving for their child's college education. These tools help our clients think through the various paths to achieving that goal.

Employee Benefit Health Plans

Understanding the different types of employee benefit health plans can be challenging for consumers. Our resources can keep your employees informed on how different health plans and insurance benefits work.

Personal Finances

From debt management to financial planning to understanding investments, there is a tool to help clients navigate their way to financial wellness.

Insurance & Protection

The Financial Wellness Program is complete with dedicated tools created to explain insurance and protection solutions to meet your needs. Self-help tools, including calculators, are available to see the extent of what any needs may be.

Social Security & Medicare

For many, Social Security and Medicare can be daunting topics. Financial Wellness tools range from basic to complex levels to help clients understand and plan for Social Security and Medicare needs.



The Benefits of the BENCOR Special Pay Plan

The Special Pay Plan from BENCOR represents a significant retirement benefit for governmental and school district employees with accumulated vacation, sick, or other leave pay, collectively referred to as "Special Pay." Through this mandatory plan, all eligible employees with accumulated Special Pay will have the contributions automatically made to the Plan by their employer. By making the contributions in this manner, the employee defers any income tax on the contributions until they are withdrawn, and permanently avoids Social Security and Medicare taxes (7.65%) on those contributions.

The contribution limit to a 401(a) Special Pay Plan for 2021 is \$58,000 and is not offset by voluntary contributions to a 403(b) or 457 plan. Additionally, contributions to the Plan are 100% vested to the employee and can be withdrawn at any point in time after the contribution to the Plan. Not only does this enable the employee to save the 7.65% in Social Security and Medicare tax immediately, it also provides an opportunity to manage the withdrawal of the funds, which may reduce income tax liability, based on the individual's personal circumstances.



Special Pay Plan Example

	Without BENCOR Plan	With BENCOR Plan
Earned Vacation / Sick Pay	\$10,000	\$10,000
Federal Taxes	\$ 2,500	deferred
Social Security	\$ 620	\$ 0
Medicare	\$ 145	\$ 0
Take Home	\$ 6,735	deferred
Retirement Plan Contribution	\$ 0	\$10,000
Tax Savings		
Employee		
■ Social Security and Medicare	None	\$ 765
■ Deferred Income Tax	No	Yes
Employer		
■ Social Security/Medicare Match	None	\$ 765

Employer Tax Savings

In addition to the benefit to the employee, the employer will save the Social Security match on the payroll for this employee, or \$765. When accumulated with all the other retiring employees, this can be a substantial savings for the employer.

About BENCOR, Inc.

BENCOR is the leading provider of IRS-approved Special Pay and FICA Alternative Plans nationally.

BENCOR first received IRS-approval for these plans in 1994 for FICA Alternative and 1996 for Special Pay.

BENCOR's leadership position has come from providing Industry leading services focused on five key elements:

1. Special Pay Plan Experience

Special Pay and FICA Alternative plans are all we do.

2. Low Cost Solution

Our Plans are typically provided at no cost to employers and no cost to active participants.

3. Investment Flexibility

BENCOR utilizes Charles Schwab as the custodian for our plans and provides access to industry-leading Stable Value Funds as well as thousands of mutual funds.

4. Turn-Key Administrative Support

Our plan administration provides the support and experience to minimize the workload on your payroll and HR functions.

5. Employee Communication

BENCOR provides a complete curriculum of materials to support the communication of these plans to your employees. Materials are customized for each employer and include Plan Overviews, Frequently Asked Questions, Easy Access Guides, videos and statements, all complemented by our local Advisors.



The Benefits of the BENCOR FICA Alternative Plan

The FICA Alternative, or OBRA, Plan from BENCOR is a retirement benefit for part-time, seasonal and temporary governmental, university and school district employees.

Through this mandatory plan, all eligible part-time, seasonal and temporary employees make a 7.5% pre-tax contribution to the Plan, instead of paying the 6.2% Social Security tax. Since Social Security is assessed post-tax, participants' take-home pay remains virtually unchanged. The difference is that instead of making contributions to Social Security, covered employees have individual retirement accounts that belong solely to them.

Not only does the employee avoid the Social Security tax, but the employer also avoids the 6.2% tax match required by Social Security.

Employees are still required to pay the 1.45% Medicare tax on their earnings.



FICA Alternative Plan Participant Example

	<u>Without BENCOR Plan</u>	<u>With BENCOR Plan</u>
Employee Earnings	\$1,000.00	\$1,000.00
Less 7.5% Plan Contributions	\$ 0.00	\$ 75.00
Taxable Income	\$1,000.00	\$ 925.00
Less Federal Taxes (15%)	\$ 150.00	\$ 138.75
Social Security	\$ 62.00	\$ 0.00
Medicare	\$ 14.50	\$ 14.50
Net Take Home	\$ 773.50	\$ 771.75
Retirement Plan Contribution	\$ 0.00	\$ 75.00
Total Net Pay Plus Savings	\$ 773.50	\$ 846.75

Employer Tax Savings

In addition to the benefit for the employee, the employer will save the Social Security match on the payroll for this employee, or \$62.00. When accumulated with all the other part-time, temporary and seasonal employees, this can be a substantial savings for the employer.

Employer Tax Savings Example

Number of part-time, seasonal employees	100
Average annual compensation	\$17,000
Total Plan contributions made by employees	\$127,500
Annual employer payroll tax savings	\$105,400

About BENCOR, Inc.

- * BENCOR is the leading provider of IRS-approved Special Pay and FICA Alternative Plans nationally.
- * BENCOR first received IRS-approval for these plans in 1994 for FICA Alternative and 1996 for Special Pay.

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- 1. Special Pay and FICA Alternative Plan Experience**

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CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION RECOMMENDING WITHDRAWAL OF THE CITY'S SUPPORT OF ONE PROJECT FROM THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION'S ("MPO") COMMITMENT TO THE 2045 METROPOLITAN TRANSPORTATION PLAN (MTP) AS IT RELATES TO A WEST DANIA BEACH BOULEVARD BRIDGE PROJECT PROPOSED TO CROSS OVER THE C-10 CANAL

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

R-2021- Broward MPO Commitment 2045 Metropolitan Transportation Plan (MTP)
Withdrawal of Support of C-10 Canal Bridge Project

RESOLUTION NO. 2021-149

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RECOMMENDING WITHDRAWAL OF THE CITY'S SUPPORT OF ONE PROJECT FROM THE BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION'S ("MPO") COMMITMENT TO THE 2045 METROPOLITAN TRANSPORTATION PLAN (MTP) AS IT RELATES TO A WEST DANIA BEACH BOULEVARD BRIDGE PROJECT PROPOSED TO CROSS OVER THE C-10 CANAL; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Broward Metropolitan Planning Organization ("MPO") in the 2045 Metropolitan Transportation Plan ("MTP") - Affordable and Unfunded Roadway Transportation Plan Projects List has identified projects within the City of Dania Beach ("City"); and

WHEREAS, Resolution 2019-102 supported the City of Dania Beach's projects included in the Broward Metropolitan Planning Organization's Commitment 2045 MTP; and

WHEREAS, the MPO approved the Commitment 2045 Metropolitan Transportation Plan ("MTP") Cost Feasible Plan on December 12, 2019; and

WHEREAS, on August 24, 2021, the City Commission approved Resolution No.: 2021-120, which supported the MPO's "Complete Streets and other Localized Initiatives Program ("CSLIP"), and adhered to the federal "Local Agency Program" ("LAP") but reserved judgment on the City's MPO project approved for a bridge over the C-10 Canal; and

WHEREAS, after further discussion and exploration, the City Commission withdraws support for the MPO bridge project previously approved for a West Dania Beach Boulevard bridge over the C-10 Canal in 2045 Metropolitan Transportation Plan;

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

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution.

Section 2. That the City Commission **no longer** supports the 2045 Metropolitan Transportation Plan project for a West Dania Beach Boulevard bridge project across the C-10 Canal and requests that the project be removed from the 2045 MPO Metropolitan Transportation Plan Cost Feasible Plan and directs the City Manager to inform the MPO of same. The City Commission also directs the City Manager to inform the MPO and Broward County Mobility

Advancement Program Administration to remove funding consideration of the project identified as DANI-001, West Dania Beach Boulevard Bridge.

Section 3. That the City Manager is authorized to do all that is necessary and expedient in order to carry out the aims of this Resolution.

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

Section 5. That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED on October 12, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
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 ADOPT AND APPROVE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TWO (2) YEAR RENEWAL OF THE EXISTING AGREEMENT WITH MULTI MEDIA MARKETING ASSOCIATES, INC, FOR CONSULTANT SERVICES RELATED TO SUPPORT OF THE CITY'S SOCIAL MEDIA PAGES AND WEBSITE; RETROACTIVELY TO SEPTEMBER 30, 2021, UP TO AND INCLUDING SEPTEMBER 30, 2023; AUTHORIZING EXCEEDING THE \$25,000 ANNUAL SINGLE VENDOR THRESHOLD FOR THE TERM OF THE CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

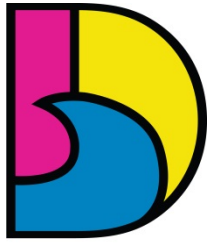
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

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Exhibits Attached

C-MEMO-MULTIMEDIASVCS-RENEWAL-10122021rev1, R-2021- Multi Media Marketing Associates, Inc. Renewal of Agreement for Services for Social Media Pages and Website and to Exceed \$25K, Multi Media Marketing Associates, Inc. 2-Year Renewal of Agreement for Services for Social Media Pages and Website



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: October 12, 2021

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

RE: AUTHORIZATION TO EXECUTE A TWO-YEAR RENEWAL OF THE EXISTING AGREEMENT WITH MULTIMEDIA MARKETING ASSOCIATES, INC. RETROACTIVELY TO SEPTEMBER 30, 2021, AND TO EXCEED THE ANNUAL \$25,000 SINGLE VENDOR THRESHOLD

Request

The Public Services Department (PSD) requests the adoption of a resolution authorizing the renewal of the constant services contract for the city's social media pages and website with Multimedia Marketing Associates, Inc.

Background

City selected Multimedia Marketing Associates, Inc. (MMA) to provide consulting services related to the City's social media pages and the City's website under Request for Proposal ("RFP") No. 19-011, executing said agreement on December 6, 2019. The term of the agreement was for two (2) years with an option to renew for an additional two (2) year term. MMA provides much needed and frequently used consulting services on the content and quality of the City's social media pages and website.

Budgetary Impact

The cost of the contract for the first year of the renewal will be \$20,000 which is funded in the fiscal year 2021-22 budget in the Administration Operating Supplies Miscellaneous Account No. 001-39-01-539-52-20. Additional expenditures required will be funded from fiscal year departmental funding, if available.

Recommendation

Approval of the resolution authorizing the renewal of the consulting agreement with Multimedia Marketing Associates, Inc. with authorization to exceed the \$25,000 annual single vendor threshold for the term of the contract is recommended.

RESOLUTION NO. 2021-150

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TWO (2) YEAR RENEWAL OF THE EXISTING AGREEMENT WITH MULTI MEDIA MARKETING ASSOCIATES, INC, FOR CONSULTANT SERVICES RELATED TO SUPPORT OF THE CITY'S SOCIAL MEDIA PAGES AND WEBSITE; RETROACTIVELY TO SEPTEMBER 30, 2021, UP TO AND INCLUDING SEPTEMBER 30, 2023; AUTHORIZING EXCEEDING THE \$25,000 ANNUAL SINGLE VENDOR THRESHOLD FOR THE TERM OF THE CONTRACT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City selected Multi Media Marketing Associates, Inc. (the "Consultant") to provide consulting services related to the City's social media pages and the City's website under Request for Proposals ("RFP") No. 19-011 and executed an Agreement dated December 6, 2019; and

WHEREAS, the term of the Agreement was for two (2) years with an option to renew for an additional two (2) year term; and

WHEREAS, City Administration recommends that the City Commission authorize the execution of the Renewal to the Agreement for a two (2) year period, retroactively to September 30, 2021 and effective through September 30, 2023; and

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 a Renewal to the Agreement with Multi Media Marketing Associates, Inc., which Renewal is attached as Exhibit "A" and incorporated into this Resolution by this reference, retroactive to September 30, 2021 and effective through September 30, 2023.

Section 3. That funding and appropriations are planned for each year and are available in the Administration Operating Supplies Miscellaneous Account No. 001-39-01-539-52-20.

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to such Renewal Agreement as are deemed necessary and proper and in the best interests of the City.

Section 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 retroactively to September 30, 2021

PASSED AND ADOPTED on October 12, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**TWO-YEAR RENEWAL OF AGREEMENT BETWEEN THE CITY OF DANIA BEACH,
FLORIDA, AND MULTI MEDIA MARKETING ASSOCIATES, INC. FOR SUPPORT
SERVICES RELATED TO THE CITY'S SOCIAL MEDIA PAGES AND WEBSITE**

This is Renewal of an Agreement (the "Renewal"), which Agreement is dated December 6, 2019 (the "Agreement"), which exists between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and Multi Media Marketing Associates, Inc., a Florida corporation ("Consultant") with an address of 20841 Johnson Street, Suite 111, Pembroke Pines, Florida 33029. A copy of the existing Agreement is attached as Exhibit "A", which is made a part of and incorporated into this Renewal by this reference. The City and Consultant wish to renew the Agreement, retroactively to September 30, 2021 for a two (2) year period up to and including September 30, 2023.

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

1. That the existing Agreement that was executed on December 6, 2019, is renewed retroactively to September 30, 2021 and it shall remain in effect up to and including September 30, 2023.
2. That the terms and conditions of the Agreement will remain the same throughout the term of this Renewal of it.
3. That in all other respects, the Agreement is ratified and reaffirmed and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Renewal on _____, 2021.

ATTEST:

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED FOR FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

CONSULTANT:
Multi Media Marketing Associates Inc.,
a Florida corporation

Signature

Signature

PRINT Name

Jose Luya
PRINT Name

Signature

President and CEO
TITLE

PRINT Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2021, by Jose Luya, as President and CEO of Multi Media Marketing Associates Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC
State of Florida

Printed Name

AGREEMENT

THIS IS AN AGREEMENT (the "Agreement") entered into on December 6, 2019, 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 Multi Media Marketing Associates Inc., a Florida corporation (the "Consultant"), with an address of 20841 Johnson Street, Suite 111, Pembroke Pines, Florida 33029.

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

1. Scope of Services. The Consultant agrees to provide support services ("Services" or "Work") associated with the City's social media pages, update the City's website and provide graphic design services as needed. This Agreement encompasses by this reference, all City Request for Proposal ("RFP") documents and Consultant's response to it; provided, however that if there is any conflict between the terms of the Agreement and the Consultant's response to City, the Agreement is controlling. The Services assigned may include, but may not be limited to, the following tasks:

- a) Consultant shall assist and support in-house staff with a Social Media Citizen Engagement Strategy, Website updating and Graphic Design services.
- b) Consultant shall collaborate and provide advice for social media communications on the City's Social Media accounts (Facebook, Instagram and Twitter) and increase citizen engagement.
- c) Consultant shall actively post and respond to comments on behalf of the City.
- d) Consultant shall provide informative and relevant content for the City's Information Channel.
- e) Consultant shall design and produce print, video, online and all collateral materials.
- f) Consultant shall rely upon its experience from working in Broward County and South Florida municipalities on social media issues as an advisor.
- g) Consultant shall assist in the creation of social media content including video for the City, with editorial calendars and content scheduling for social media and update websites.
- h) Consultant shall provide graphic design services for the creation and design of websites, social media, brochures, newsletters, magazines, resident communications (digital and print), power point/key note presentations, and public notices.

2. Subcontracts. It is expressly agreed to by the parties that the City shall approve in advance in writing any Subconsultants and the fees to be paid them by Consultant, prior to any such Subconsultant proceeding with any such work.

3. Term. The term of this Agreement shall be through and including September 30, 2021. The parties, upon mutual written agreement, have the option to renew for a two (2) year period.

4. Payment for Services. City agrees to pay Consultant on a monthly basis for actual hours worked on various tasks, based the Fee Schedule attached as Exhibit "A" and incorporated into the Agreement by this reference.

No travel and meal costs will be reimbursable unless incurred outside of Miami-Dade, Broward and Palm Beach Counties, which costs shall be approved in writing in advance by the City. Any such costs are payable at the City reimbursement rate.

4.1. Any necessary additional work, as determined by City, which is not covered by the approved written proposal, shall not be undertaken without a written amendment to this Agreement executed by both parties in advance of any work.

4.2. Consultant shall submit its invoices in the format and with supporting documentation as may be required by City.

4.3. City shall pay Consultant monthly for services rendered within thirty (30) calendar days from date of approval of each of Consultant's invoices by the City Manager. If any errors or omissions are discovered in any invoice, City will inform Consultant and request revised copies of all such documents. If any disagreement arises as to payment of any portion of an invoice, City agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.

4.4. Any invoice which is not timely paid in compliance with the Florida Prompt Payment law will be subject to the accrual of interest at the statutory rate prescribed by applicable Florida law.

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

(a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from such property, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant or its Subconsultants, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;

(b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by Consultant or its Subconsultants in the performance of the work;

(c) liens and claims made by the Consultant or its Subconsultants; and

6. Insurance Requirements. The Consultant shall not commence Work under the contract until Consultant has obtained all insurance required under this Article. The Consultant shall not allow any employee of Consultant or any Subconsultant to commence Work until all Coverages required have been obtained and approved by the Risk Manager of the City. In addition, Consultant shall be responsible for any and all policy deductibles and self-insured retentions.

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

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

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

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

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

- "The City of Dania Beach, Florida" is to be added as a named "Additional Insured";

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

In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Consultant shall require any Subconsultants similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Consultant, by furnishing statutory limits Part A, and Employers' Liability Part B with limits of \$100,000.00 each accident, \$100,000.00 each employee and \$500,000.00 policy limit for disease.

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

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

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

7. Assignment of Agreement. The Consultant acknowledges, understands and agrees that its performance under this Agreement is or may be contingent upon the City receiving timely services from other consultants (the "Supporting Consultants"). The Consultant agrees to use its best efforts to coordinate its services with the services of the Supporting Consultants and further agrees that in the event the rendition of any services of any of the Supporting Consultants is delayed, such delay will not entitle the Consultant to any additional compensation or payment of any kind. Furthermore, the Consultant shall not be entitled to an increase in compensation, or be entitled to payment of any kind from the City, for damages or expenses incurred which are direct, indirect or consequential or other costs and lost profits of any kind including, but not limited to, costs of acceleration, inefficiency or extended overhead, arising because of any other delay, disruption, interruption, interference or hindrance from any cause whatsoever, whether such delay, disruption or interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Consultant for hindrances or delays caused solely by fraud, bad faith or active malicious interference on the part of the City. The Consultant shall only be entitled to extensions of time for performance as the exclusive and sole remedy for delay. In recognition of the fact that Consultant is not entitled to costs of acceleration arising out

of the delays caused by Supporting Consultants, Consultant shall not be required to accelerate its services where delays have resulted from Supporting Consultants, unless the City agrees to compensate Consultant for such accelerated efforts.

8. Public Records Law. Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The City shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The Consultant will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the City. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Agreement and Consultant acknowledges that such laws have possible application and agrees to comply with all such laws.

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

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

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

Any compensation due to Consultant shall be withheld until all records are received as provided in this Agreement.

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

Section 119.0701(2)(a), Florida Statutes

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

Custodian of Records:	THOMAS SCHNEIDER, CMC CITY CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004
Telephone number:	954-924-9800, Ext. 3624
Email:	<u>tschneider@daniabeachfl.gov</u>

9. Termination.

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

b. Termination of Agreement for Cause. If City elects to terminate the Agreement for cause, City will provide Consultant twenty (20) days' advance written notice to the Consultant. If Consultant promptly cures the matter giving rise to the cause within that time, this Agreement shall continue. If not timely cured, the Agreement will stand terminated and the City will pay Consultant for work completed less any costs, expenses and damages incurred by City as a result of such termination. If a court of competent jurisdiction determines that the termination was not authorized under the circumstances then the termination shall be deemed to be a termination for convenience.

10. Ownership of Documents. All correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, including drawings and specifications prepared or furnished by Consultant (and any Subconsultant) pursuant to this Agreement shall become owned by and be the property of the City and the City shall consequently obtain ownership of them by any statutory law or common law and other reserved

rights, including copyright; however, such documents are not intended or represented by Consultant to be suitable for reuse by City on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant or to any Subconsultants. If City alters any such documents, City will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.

11. Notices. Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

City: Candido Sosa-Cruz, Assistant City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

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

Consultant: Jose Luya
Multi Media Marketing Associates, Inc.
20841 Johnson Street, Suite 111
Pembroke Pines, Florida 33029

12. Governing Law. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

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

14. Venue; Fees. All claims, counterclaims, disputes and other matters in question between City and Consultant arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

14.1 If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction for any legal action arising out of or pertaining to this Agreement. If suit is filed the Court shall be the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, or the federal District Court in the Southern District of the United States. Each party further agrees that venue of any action to enforce this Agreement shall be in Broward County, Florida. In any litigation, the parties agree to each waive any trial by jury of any and all issues.

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

15. Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement.

16. Attorney Fees and Costs. If City or Consultant incurs any expense in enforcing the terms of this Agreement, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and attorney fees.

17. Headings. Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

18. Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement and each such exhibit is incorporated by this reference.

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

20. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

21. Consultant, any Subconsultants and their respective employees and agents shall be and remain independent Consultants and not employees of City with respect to all of the acts and services performed under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties to this Agreement. All agents, employees and Subconsultants of

the Consultant retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility.

22. The Consultant understands and agrees that the City, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any contract, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such contract beyond such limits. Nothing contained in this Agreement shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Consultant shall not proceed with services under this Agreement without City's written verification that the funds necessary for Consultant compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

23. Consultant warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no City employee who acts in the City of Dania Beach as a "purchasing agent" as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the City of Dania Beach, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Consultant and, further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Consultant. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Consultant.

24. Consultant shall comply with all federal, state and City laws applicable to the Consultant services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act ("ADA") eligibility to perform services as specified in the Florida Public Entity Crime law and the Florida Building Code. The Consultant is expected to fully comply with all provisions of all laws and the City reserves the right to verify the Consultant's compliance with them. Failure to comply with any laws will be grounds for termination of the Agreement for cause.

25. In the event of any conflict between any provisions of this Agreement and any provision in any attached Exhibit, the parties agree that the provisions of this Agreement are controlling (including, but not limited to, all terms and provisions governing compensation). Further, any prior Agreement related to the services is rescinded and replaced by this Agreement.

26. Consultant agrees to perform its obligations under this Agreement in accordance with the degree of skill and care exercised by multi media consultants performing similar services under similar conditions. Consultant makes no other representations and no warranties, whether express or implied, with respect to the quality of its performance under this Agreement.

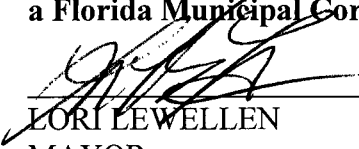
IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

ATTEST:


THOMAS SCHNEIDER, CMC
CITY CLERK



CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation


LORI LEWELLEN
MAYOR


ANA M. GARCIA, ICMA-CM
CITY MANAGER

Dated: 12-5, 2019.

APPROVED FOR FORM AND CORRECTNESS:


THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

[Signature]
SIGNATURE

Margie Luyk
PRINT Name

[Signature]
SIGNATURE
Luis Corillo
PRINT Name

CONSULTANT:
Multi Media Marketing Associates, Inc.
a Florida Corporation

[Signature]
SIGNATURE

Jose Luyk
PRINT Name

President/CEO
Title

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me on December 3 2019,
by Jose Luyk, as President of Multi Media Marketing Associates, Inc., a
Florida corporation, on behalf of the company. He/she is personally known to me or produced
_____ as identification and did (did not) take an oath.

My Commission Expires:

[Signature]
NOTARY PUBLIC
State of Florida

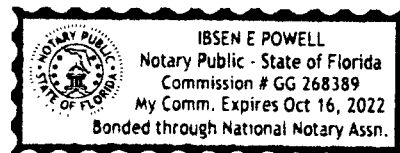


EXHIBIT “A”

FEE SCHEDULE

Labor/Task Category	Rate	Unit
Creative Director/Marketing Specialist	\$85.00	Hour
Artist/Graphic Designer	\$50.00	Hour
Web Designer	\$50.00	Hour
Web Developer	\$65.00	Hour
Social Media Specialist	\$48.00	Hour
Content Strategist	\$57.00	Hour
Video (Cameraman/DP)	\$60.00	Hour
Video Editor	\$89.00	Hour

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE COMMUNITY DEVELOPMENT DEPARTMENT TO WAIVE THE FORMAL BID PROCESS TO UTILIZE THE CITY OF FORT LAUDERDALE ITB NO. 12342-805 WITH IPS GROUP, INC., FOR NEW PARKING METERS, TECHNOLOGY, AND METER SERVICES, WHICH PURCHASES WILL EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

CM Parking Meter Assessment, R -2021- IPS Group, Inc. Agreement for Purchase of Parking Meters, Technology, and Meter Services (Piggyback Fort Lauderdale) and to Exceed \$25K, Exhibit A to Piggyback Agreement - Fort Lauderdale ITB No. 12342-805 - Parking Meters, Exhibit B to Piggyback Agreement Sales Quote Dania Beach



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT**

MEMORANDUM

DATE: October 12, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Deputy City Manager
Eleanor Norena, CFM, Director Eleanor Norena

SUBJECT: Replace Eleven (11) Beach Parking Meters

Candido Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania
Beach, ou=City Manager,
email=csosa-cruz@daniabeachfl.gov, c=US
Date: 2021.10.07 08:45:18 -0400

Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena,
ou=Community Development, ou,
email=enorena@daniabeachfl.gov,
c=US
Date: 2021.10.07 08:39:05 -0400

Request

The Community Development Department is requesting approval to waive the bidding process and use the Fort Lauderdale contract for purchase and installation of eleven new parking meters. The Department is proposing to replace the existing parking meters at the beach, while improve parking services and reducing the City's cost by providing more efficient parking meter technology with maintenance and support.

Background

In 2013, the City purchased new parking meters for Dania Beach Ocean Park. These meters have outlived their five to seven year life expectancy and have become a continuous maintenance and operation problem for City staff and the public user. The Department is taking this opportunity to not only replace, but also enhance the parking meter technology in order to create a better experience for the front and back-end user.

Community Development staff have researched and visited neighboring jurisdiction such as Fort Lauderdale, Hollywood, Miami Beach, Lauderdale-By-The-Sea, and Pompano Beach to analyze the different parking systems and associated technology. Based on staff's analysis the Department is recommending purchasing eleven new parking meters from IPS Group Inc., as their meters are extremely user friendly, have large touch screens, newer technology and will be the most cost efficient for the City.

The cost for the eleven new meters is One Hundred Thousand, Seven Hundred and Thirty-Seven Dollars and Twenty-Four cents (\$100,737.24), this includes; eleven Pay Station parking meters, installation, hardware and a two year warranty for each meter. The additional costs associated with this purchase are a \$55 / month / meter for 4G communication/DMS (\$605 per month, \$7,260 per year) and a \$10 / month / meter to utilize "Pay by Phone" with the IPS meters (\$110 per month, \$1,320 per year).

There is a separate resolution on this evenings agenda that recommends increasing the parking fees to be more in line with the neighboring cities parking rates, and also recommends a changes in the app we use to collect payments.

Budgetary Impact

Funding the amount of \$110,000 is available and appropriated in FY21/22 budget from the Parking Fund, Account No. 404-45-02-545-34-10.

Recommendation

The Department is recommending waiving the bidding process and enter into an agreement with IPS Group Inc. for the new parking meters, technology and meter services by utilizing pricing under the City of Fort Lauderdale's ITB No. 12342-805 awarded January 21, 2021 and will expire January 17, 2025, with two additional two year renewal options.

Attachments

Exhibit A - Solicitation No. 12342-805 Parking Meter Technology with Maintenance and Support
Exhibit B - IPS Sales Quote

RESOLUTION NO. 2021-151

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE COMMUNITY DEVELOPMENT DEPARTMENT TO WAIVE THE FORMAL BID PROCESS TO UTILIZE THE CITY OF FORT LAUDERDALE ITB NO. 12342-805 WITH IPS GROUP, INC., FOR NEW PARKING METERS, TECHNOLOGY, AND METER SERVICES, WHICH PURCHASES WILL EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the fiscal year 2021-22 budget provides for the replacement of all (11) beach parking meters; and

WHEREAS, the Community Development Director has determined that new parking meters, technology and meter services can be obtained at the least cost to the City, without competitive bidding and without advertisements for bids, from IPS Group, Inc.; and

WHEREAS, the Community Development Department is requesting City Commission approval to utilize IPS Group, Inc., for new parking meters, technology, and meter services for the term of the contract, provided funding is available and appropriated, under the City of Fort Lauderdale Contract ITB No. 12342-805 and is effective through January 17, 2025; and

WHEREAS, such purchases will exceed the annual vendor amount of Twenty-Five Thousand Dollars (\$25,000.00) threshold for a single vendor, 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 and ratifies the purchase of parking meters, technology and services in an amount exceeding the annual amount of Twenty-Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor.

Section 3. That the proper City officials are authorized to execute an Agreement with IPS Group, Inc., which Agreement is attached as Exhibit “A” and is incorporated into this Resolution by this reference, for the purchase of new parking meters, technology and related services in accordance with the City of Fort Lauderdale ITB No. 12342-805, which is valid through January 17, 2025.

Section 4. That Community Development Department purchases from IPS Group, Inc. shall be subject to and made from available funds in the City’s Parking Fund, Account No. 404-45-02-545-64-30 in accordance with the City of Dania Beach Purchasing Policy.

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

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

PASSED AND ADOPTED on October 12, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND
IPS GROUP, INC., FOR THE PURCHASE OF NEW PARKING METERS
AND RELATED SERVICES INCLUDING TECHNOLOGY AND METER
SERVICES BASED UPON THE CITY OF FORT LAUDERDALE
INVITATION TO BID (“ITB”) NO. 12342-805**

This is an Agreement (“Agreement”) dated _____, 2021, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and IPS Group, Inc., a Pennsylvania corporation (“Contractor”) authorized to transact business in Florida, whose mailing address is 7737 Kenamar Court, San Diego, California 92121.

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

1. The current contract, and any amendment(s) to it (the “Contract”), under the City of Fort Lauderdale ITB No. 12342-805, between the Contractor and the City of Fort Lauderdale, a copy of which ITB is attached as Exhibit “A”, and made a part of and is incorporated into this Agreement by this reference, shall be considered a part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in Florida and rates are lower than those afforded to any city for these same services, then Contractor shall provide such lower rates to the City.
2. City has determined that such services for the purchase of parking meters and related services including technology and meter services. can be purchased at the least cost to the City by utilizing IPS Group, Inc. through the City of Fort Lauderdale ITB No. 12342-805 valid through January 17, 2025.
3. The term of this Agreement shall be effective for the duration of the City of Ft. Lauderdale contract including all renewals and it is anticipated that costs will exceed the annual vendor threshold of Twenty Five Thousand Dollars (\$25,000.00). Both parties agree that all terms, conditions and specifications of the Contract remain the same for purposes of this Agreement, contingent upon approval by the City Manager.
4. That the costs of the meters and related services are shown in the Price Quote, which quote is attached as Exhibit “B” and it is made a part of and is incorporated into this Agreement by this reference.
5. That in all other respects, the terms of Exhibit “A” apply to this Agreement.

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

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES, MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS;

THOMAS J. ANSBRO, CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 2021,
by _____, as _____ of
IPS Group, Inc., a Pennsylvania corporation, authorized to transact business in Florida. He/she is
personally known to me or has produced _____ as identification.

My Commission Expires:

CONTRACTOR:
IPS GROUP, INC.
a Pennsylvania corporation

Signature

PRINT Name

Title

Dated: _____, 2021

Notary Public, State of _____

Print Name

Solicitation 12342-805

Parking Meter Technology, with Maintenance and Support

Bid Designation: Public



City of Fort Lauderdale

Bid 12342-805

Parking Meter Technology, with Maintenance and Support

Bid Number 12342-805

Bid Title Parking Meter Technology, with Maintenance and Support

Bid Start Date Jan 6, 2020 12:22:49 PM EST

Bid End Date Feb 4, 2020 2:00:00 PM EST

Question & Answer End Date Jan 28, 2020 5:00:00 PM EST

Bid Contact Laurie D Platkin, CPPB
Senior Procurement Specialist
Finance - Procurement Division
954-828-5138
lplatkin@fortlauderdale.gov

Description

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide a new parking meter payment system consisting of both single- and multi- space meters including installation, hardware, back office software, and maintenance and support for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

For additional information go to www.BidSync.com.

Added on Jan 16, 2020:

Addendum 1

- 1) Revised Bid Specs uploaded. See 12342-805 - Parking Meter Technology - V5.docx
 - 2) Revised Exhibit 1 updated. See Exhibit 1 - Meter Technical Specifications_V4.xlsx
- All other terms, conditions, and specifications remain unchanged.

Added on Jan 24, 2020:

Addendum 2

- 1) Revised Bid Specs. Section 3.5 added. See 12342-805 - Parking Meter Technology - V6.docx

All other terms, conditions, and specifications remain unchanged.

City of Fort Lauderdale
Parking Meter Technology, with Maintenance and Support
RFP # 12342-805

SECTION I – INTRODUCTION AND INFORMATION**1.1 Purpose**

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide a new parking meter payment system consisting of single and/or multi-space meters including hardware, back office software, extended maintenance and software support for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

1.2 Submission Deadline

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

1.3 Pre-proposal Conference and Site Visit

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

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

1.4 BidSync

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

1.5 Point of Contact

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

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

(See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 08/18) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

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

2.3 Changes and Alterations

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

2.4 Proposer(s)'s Costs

The City shall not be liable for any costs incurred by proposer(s) in responding to this RFP.

2.5 Pricing/Delivery

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

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

All pricing must include delivery and installation and be quoted FOB: Destination.

Delivery is required within ninety (90) business days after receipt of purchase order. Failure to meet this delivery date may be deemed as non-responsive.

2.6 Price Validity

Prices provided in this Request for Proposals (RFP) shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

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

2.8 Related Expenses/Travel Expenses

The City shall not incur or reimburse any cost directly or indirectly associated with responding to the RFP.

All costs including travel will be the sole responsibility of the Proposer(s).

2.9 Payment Method

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

2.10 Mistakes

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

2.11 Acceptance of Proposals / Minor Irregularities

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

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

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful

Proposer(s) agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer(s).

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

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

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

2.13 No Exclusive Contract

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

2.14 Sample Contract Agreement

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

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

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

2.16 Responsibility

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

2.17 Minimum Qualifications

Proposer(s) shall be in the business of parking meter payment systems, implementation, maintenance and support and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposer(s) must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of

services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

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

2.17.1 Proposer(s) or principals shall have relevant experience in parking meter payment systems, implementation, maintenance and support. Project manager assigned to the work must have experience in parking meter payment systems, implementation, maintenance and support and have served as project manager on similar projects.

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

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

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

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer(s) must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

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

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer(s) and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential

utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

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

2.19.4 The complete local business preference ordinance may be found on the City's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

2.19.5 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Protest Procedure

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

2.20.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.21 Public Entity Crimes

Proposer(s), by submitting a proposal, certifies that neither the proposer(s) nor any of the Proposer(s)'s principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.22 Subcontractors

2.22.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.22.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

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

2.23 Proposal Security – N/A

2.24 Payment and Performance Bond – N/A

2.25 Insurance Requirements

2.25.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

2.25.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's

review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.25.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Cyber Liability

Coverage must be afforded in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Fidelity/Dishonesty and/or Commercial Crime

Coverage must be afforded in an amount not less than \$1,000,000 per loss for dishonest acts of the Contractor's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

2.25.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

- 2.25.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

- 2.25.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.25.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.25.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.25.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.25.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.25.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.26 Award of Contract

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

2.27 Unauthorized Work

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

2.28 Damage to Public or Private Property

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

2.29 Safety

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

2.30 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

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

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

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

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

2.31 Canadian Companies

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

2.32 News Releases/Publicity

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

2.33 Manufacturer/Brand/Model Specific Request – N/A**2.34 Contract Period**

The initial contract term shall commence upon final execution of the contract by the City and shall expire four (4) year(s) from that date or the day after the current contract expires,

whichever is later. The City reserves the right to extend the contract for two (2) additional, 2-year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.35 Cost Adjustments

Prices quoted shall be firm for the initial contract term of four (4) year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

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

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

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

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

2.36 Service Test Period

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

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

2.37 Contract Coordinator

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

Liaison with Contractor.

Coordinate and approve all work under the contract.

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

2.38 Contractor Performance Reviews and Ratings

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

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

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

2.43 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

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

2.44 Service Organization Controls

The Contractor should provide a current SSAE 18, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 18, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

2.45 Warranties of Usage

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

2.46 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale. Failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Scope of Service / Intent

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide a new parking meter payment system consisting of both single- and multi-space meters including installation, hardware, back office software, and maintenance and support for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Protection of customer personal data is critical. Documentation of Payment Card Industry (PCI) compliance according to City, data security and privacy policy is required.

The City of Fort Lauderdale intends to provide its neighbors, tourists and patrons with improved technology, ease in usage, and secured customer data when making parking transactions.

The City shall be responsible for removal of current parking meter technology and preparation of installation locations of new parking meter technology.

We are looking for innovative meters that are fully functional and upgradable in a tropical climate and durable to withstand 150 mile-per-hour winds. The meters may also be exposed to and surrounded by the ocean's elements and must function in both high heat and humidity.

Proposal(s) may be submitted separately (single or multi-space) or combined (single as well as multi-space) for meter types in the RFP.

The City anticipates replacing approximately 1,200 single space meters and approximately 300 multi-space meters. This will be a multi-year contract that will be completed in three (3) phases. During each phase the City will determine the type and quantity of meters to be purchased.

Phase I:

Replace current single space meters. Replacement meters are not limited to replacing single space meters with other single space meters. Replacement technology may include a combination of single and multi-space meters.

Phase II:

Replace on-street and parking lot multi-space meters starting with locations that are exposed to ocean elements and extreme weather conditions. Replacement technology may include a combination of single and multi-space meters.

Phase III:

Continuation of locations in Phase II and include parking garages.

The City of Fort Lauderdale reserves the right to increase or decrease the number of meters purchased within each phase to complete the conversion during the contract period as determined by the Transportation and Mobility Director or their designee.

Single space meters must be able to demonstrate their capability to accept all payment options offered by the City of Fort Lauderdale, including U.S. coins, debit cards, and credit (Visa, MasterCard, and American Express) cards prior to awarding of a contract. Failure of a meter to accept these payment operations when installed will be considered to be in breach of contract.

Multi-space meter pay stations must have the ability to function in multiple configurations including Pay-By-Plate and Pay-By-Space and Pay and Display environment. Proposer(s) must demonstrate the pay station's capability to accept all payment options offered by the City of Fort Lauderdale, including coins, U.S. currency, debit cards, and credit (Visa, MasterCard, and American Express) cards prior to awarding of a contract. Failure of the meter to accept these payment operations when installed will be considered to be in breach of contract.

Both meter types must have the ability to integrate with mobile payment technology. Specifications for the integration of mobile payment technology are available through the provider(s) offering the service. It is incumbent upon the vendor to contact all mobile payment providers for the City directly and in a timely manner to ensure it is fully aware of the requirements for supporting the application within the context of this RFP. The current payment providers for the City are POM (Single Space Meters), Global (Multi-Space Meters), and Pay By Phone (Mobile Payments). The City is unable to furnish technical specifications for integration.

It is the City's expectation to integrate mobile technology applications with single and multi-space meters that will allow enforcement officers to verify payment via the meter.

3.2 Documentation

Contractor shall provide the City with three sets of both digital and printed hardware and software documentation and manuals with system delivery.

3.3 Equipment Warranty / Extended Maintenance

Proposer(s) shall include a minimum two-year initial warranty on parts, materials, and labor. Proposer(s) shall also include yearly pricing for the City's option to purchase up to five additional years (years 3 thru 7) of extended on-site maintenance/software support, which will be applicable after the expiration of the initial warranty.

The City's Parking Services (PS) will be the first line of maintenance to repair, replace or investigate concerns with the meters. If PS is not able to correct the problem, the vendor shall provide services within twenty-four (24) hours of being informed.

Proposer(s) shall include a copy of the standard maintenance agreement as a part of the RFP response. Such agreement shall be subject to City review, modification, and acceptance. The City will consider the cost of extended maintenance as a part of the total cost of proposed system.

3.4 Silence of Specifications

The apparent silence of the specifications as to any detail or omission for it as a detailed description, concerning any specific shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

3.5 The City, in its facilitation of a coordinated parking environment, will require all providers to integrate into its backend software platform of choice. This software platform will perform the following tasks: calculation of parking prices, rates, rules, or restrictions; creation and management of parking zones (including, without limitation zone numbers, locations, and associated rates, rules, and/or restrictions); provision of reporting on parking session activity in a back office tool; processing credit card transactions; and transmitting data to parking enforcement systems. Proposers must integrate with City-specified API endpoints for these operations,

including the reconciliation of funds with the City, and as a result, the City will not use or purchase any of the foregoing functionality from any Participant. This ensures that the City will have the capability to manage all provider technology through a single centralized interface with the City. Successful respondents will be required to process payments through WorldPay, and all funds will be deposited in a merchant account designated by the City. Therefore, the successful respondent will be required to have their hardware certified to be compliant with World Pay for gateway services and merchant processing services.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

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

incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
 4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 4.1.6** One (1) original and six (6) copies plus two (2) electronic (soft) copies (Flash Drive) of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.
- 4.1.7** By submitting a response Proposer(s) is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or

parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 75 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled Flash Drive in an envelope or paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

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

4.2.2 Executive Summary

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

4.2.3 Experience and Qualifications

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

4.2.4 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project.

The proposer(s) shall also propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. The delivery time shall be stated in calendar days from the date of City notification of award or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, acceptance testing, personnel, and other related completion dates, in accordance with the RFP specifications.

Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

4.2.5 References

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

- Client Name, complete address, contact person (name and title), telephone number and E-mail address.
- Description of work.
- Year the project was completed.
- Size (number of pay station units)
- Total contract value: cost of the project, estimated and actual.

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

4.2.6 Cost Proposal

4.2.6.1 Cost Proposal Format - Vendor must submit in a separate sealed envelope, which is clearly marked "Parking Meter Technology RFP-12342-805". Do not submit prices with the Technical Proposal.

4.2.6.2 Pricing: The Cost Proposal shall be priced as to include all foreseeable expenses to the City of Fort Lauderdale.

4.2.6.3 Proposal will specify whether transaction fees are charged by transaction or another scenario.

4.2.6.4 The Cost Proposal shall provide any additional charges or fees in detail. Pricing shall be broken out in the Cost Proposal for any additional services. No additional fees will be charged to the City beyond the fixed rate.

4.2.6.5 All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used.

4.2.6.6 Pricing shall include all support services for the system.

4.2.6.7 All pricing in Proposals will be used to set the beginning point of negotiation. All final negotiated prices will be stated in the executed contract upon approval by the City.

4.2.7 Minority/Women (M/WBE) Participation

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

4.2.8 Subcontractors

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

4.2.9 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Cost Proposal

Vendor must submit one (1) unbound original and one (1) electronic file accessible as noted above of the Cost Proposal in a separate sealed envelope, which is clearly marked "Cost Proposal for Parking Meter Technology RFP-12342-805".

Do not submit prices with the Technical Proposal as it may result in the proposal being rejected. Provide firm, fixed, costs for all services/products using the form(s) provided in this RFP. These firm fixed costs for the project must include any costs for travel and miscellaneous expenses. No other costs will be accepted.

C. Non-Collusion Statement

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

D. Non-Discrimination Certification Form

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

E. Local Business Preference (LBP)

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

F. Contract Payment Method

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

G. E-Verify

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

H. Sample Insurance Certificate

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

I. W-9

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

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Evaluation Procedure

5.1.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

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

5.1.3 The Committee may short list Proposals, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short-listed Proposer(s). The Evaluation Committee shall then re-score and re-rank the short-listed firms in accordance with the weighted criteria.

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

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

5.2 Evaluation Criteria

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

5.2.2 Evaluation 1 - Weighted Criteria

Firm understands the scope of the project and has the capacity to perform the contract and provide the services promptly, within the time specified, and without delay or interference	30%
The quality of the material and services offered; the ability, capacity and skill of the firm to perform and/or provide the material services	35%
The staffing qualifications, character, integrity, reputation, judgment, training, experience and efficiency of the bidder	35%
TOTAL PERCENT AVAILABLE:	100%

5.2.3 Evaluation 2 - Weighted Criteria

The fitness and performance of the proposed equipment/software for the intended use of the City during test period	35%
Presentation	35%
Total Cost including the cost of equipment, processing and other services, warranties, fees for annual hardware and software maintenance agreements, and ancillary charges for any other necessary software, equipment or services	30%
TOTAL PERCENT AVAILABLE:	100%

5.3 Proposal Evaluation

An evaluation committee of qualified City staff or other persons selected by the City will conduct evaluation of proposals. This will be a multi-step process.

- 5.3.1 Evaluation 1 - Step 1 -:** Based on weighted criteria the review committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. Once initial rankings have been determined the top proposers will be asked to move on to the next step.
- 5.3.2 Step 2:** In order to ensure the quality and functionality of the meters the Transportation and Mobility Department will require the top proposers to provide one (1) fully functional meter of each type of meter technology (single and/or multi-space) they proposed which will be tested for a two (2) day period.
- 5.3.3 Step 3:** Top proposers will be required to provide a live presentation/demonstration of a working model of their proposed product(s) and software on a date and time determined by the City. During the presentation/demonstration each proposer will answer questions from the in-house/in-field evaluation test group.
- 5.3.4 Step 4:** At the end of the two (2) day test period there will be a written evaluation by the in-house/in-field evaluation test group. The Proposer(s) will be responsible for removing all equipment at the end of the evaluation period and leaving the area in the same condition or better than before the installation.
- City shall have access to all data (maintenance, transaction, revenue, etc.) generated from the testing period
 - All costs associated with the in-house/in-field testing will be the responsibility of the proposer(s).
- 5.3.5 Step 5:** The written evaluations will be ranked by Procurement, and scores and questions will be submitted to the evaluation committee.
- 5.3.6 Step 6:** The initial top ranked proposers will then be asked to provide final presentations to the review committee and address any questions posed by the in-house/in-field evaluation test group.
- 5.3.7 Evaluation 2 - Step 7:** After all presentations are made and based on weighted criteria the review committee will do a final ranking and make a recommendation to move forward with negotiations to the top ranked firm(s).

5.3.8 Step 8: Final rankings and results of final negotiations will be submitted to commission for approval of contract(s).

5.4 Contract Award

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

END OF SECTION

SECTION VI - COST PROPOSAL PAGE – SINGLE SPACE**Proposer(s) Name:** _____

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

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

Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

ITEM	DESCRIPTION	UNIT COST
1	Single Space Meter (Coin/Credit) including training and twelve (12) sets of maintenance keys and three (3) sets of collection keys.	\$ _____
2	Shipping – Single Space	\$ _____
3	Monthly Communication Fee – Single Space	\$ _____
4	Credit Card Transaction Fee – Single Space	\$ _____
5	2 Year Warranty	\$ _____
6	Extended Warranty Year 3	\$ _____
7	Extended Warranty Year 4	\$ _____
8	Extended Warranty Year 5	\$ _____
9	Extended Warranty Year 6	\$ _____
10	Extended Warranty Year 7	\$ _____
11	Extended Warranty Year 8	\$ _____
Total Project Cost		\$ _____

Additional Line Items **SINGLE-SPACE** (if any)

12		\$
13		\$
14		\$
15		\$
16		\$
17		\$

Submitted by:

Name (printed)

Signature

Date

Title

City of Fort Lauderdale
Parking Meter Technology, with Maintenance and Support
RFP # 12342-805

SECTION VI - COST PROPOSAL PAGE – MULTI-SPACE (Pay-by-Plate)

Proposer(s) Name: _____

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

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

Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

ITEM	DESCRIPTION	UNIT COST
1	Multi-Space Meter (Pay-by-Plate) including training and five (5) sets of maintenance keys and three (3) sets of collection keys.	\$ _____
2	Shipping – Multi-Space Meter (Pay-by-Plate)	\$ _____
3	Monthly Communication Fee – Multi-Space (Pay-by-Plate)	\$ _____
4	Credit Card Transaction Fee – Multi-Space (Pay-by-Plate)	\$ _____
5	2 Year Warranty	\$ _____
6	Extended Warranty Year 3	\$ _____
7	Extended Warranty Year 4	\$ _____
8	Extended Warranty Year 5	\$ _____
9	Extended Warranty Year 6	\$ _____
10	Extended Warranty Year 7	\$ _____
11	Extended Warranty Year 8	\$ _____
Total Project Cost		\$ _____

Additional Line Items MULTI-SPACE (Pay-by-Plate) (if any)

12		\$
13		\$
14		\$
15		\$
16		\$
17		\$

Submitted by:

Name (printed)

Signature

Date

Title

City of Fort Lauderdale
Parking Meter Technology, with Maintenance and Support
RFP # 12342-805

SECTION VI - COST PROPOSAL PAGE – MULTI-SPACE (Pay-by-Space)

Proposer(s) Name: _____

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

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

Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

ITEM	DESCRIPTION	UNIT COST
1	Multi-Space (Pay-by-Space) including training and 5 sets of maintenance keys and 3 sets of collection keys.	\$ _____
2	Shipping – Multi-Space Meter (Pay-by-Space)	\$ _____
3	Monthly Communication Fee – Multi-Space (Pay-by-Space)	\$ _____
4	Credit Card Transaction Fee – Multi-Space (Pay-by-Space)	\$ _____
5	2 Year Warranty	\$ _____
6	Extended Warranty Year 3	\$ _____
7	Extended Warranty Year 4	\$ _____
8	Extended Warranty Year 5	\$ _____
9	Extended Warranty Year 6	\$ _____
10	Extended Warranty Year 7	\$ _____
11	Extended Warranty Year 8	\$ _____
Total Project Cost		\$ _____

Additional Line Items MULTI-SPACE (Pay-by-Space) (if any)

12		\$
13		\$
14		\$
15		\$
16		\$
17		\$

Submitted by:

Name (printed)

Signature

Date

Title

City of Fort Lauderdale
Parking Meter Technology, with Maintenance and Support
RFP # 12342-805

SECTION VI - COST PROPOSAL PAGE – DUAL SPACE

Proposer(s) Name: _____

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

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

Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

ITEM	DESCRIPTION	UNIT COST
1	Dual Space Meter (Coin/Credit) including training and twelve (12) of maintenance keys and 3 sets of collection keys.	\$ _____
2	Shipping – Dual Space	\$ _____
3	Monthly Communication Fee – Dual Space	\$ _____
4	Credit Card Transaction Fee – Dual Space	\$ _____
5	2 Year Warranty	\$ _____
6	Extended Warranty Year 3	\$ _____
7	Extended Warranty Year 4	\$ _____
8	Extended Warranty Year 5	\$ _____
9	Extended Warranty Year 6	\$ _____
10	Extended Warranty Year 7	\$ _____
11	Extended Warranty Year 8	\$ _____
Total Project Cost		\$ _____

Additional Line Items DUAL SPACE (if any)

12		\$
13		\$
14		\$
15		\$
16		\$
17		\$

Submitted by:

Name (printed)

Signature

Date

Title

Exhibit 1 - Meter Technical Specifications - Single Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments Optional
1	General Specifications	Please note: Please fill this sheet out for SINGLE SPACE METERS only	Proposer is to respond to all requirements highlighted in *yellow*. If vendor selects "will meet" please list compliance date in Comments section.	If, applicable, you may use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.
1.1	Pay for parking	Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.		
1.2	Configure Payment Environment	Explain the process of converting meters from Pay-and Display, Pay-By-Space, and Pay-By Plate		
1.2	Configure Rate Structure	Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day, length of stay and day of the week.		
1.3	Screen size	Meters must have a large screen display in order for rate information to be displayed, rather than signs posted on the meter.		
1.4	Pre-pay	Meters must have pre-payment option (payments made in advance of operating hours).		
1.5	Add meter time	Meters must have the ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time for a parking space.		
1.6	Ability to Display Information	All technology shall be able to electronically display the following to the patron with minimal effort: i. rates ii. days and hours of operation iii. user instructions		
1.7	Vendor Support	Proposers must offer strong customer support 7 days a week including holidays. i. Timely, same-day responses are required. ii. A single point of contact for the City is required during normal business hours (MST). Vendor will coordinate, in advance, scheduled time off and identify an alternative point of contact during these designated times.		
1.8	Request for Quotations	Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.		
1.9	Return Merchandise Authorization	Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.		
1.10	Change Rates	Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.		

Exhibit 1 - Meter Technical Specifications - Single Space Meters

Company Name and Contact Information:				
Requirement Name	Requirement Description	Requirement Compliance	Vendor Response	Comments Optional
1.11	ADA Compliance	All technology, equipment, and systems shall be ADA-compliant.		
1.12	New Materials	All materials and components shall be new and unused.		
1.13	Modular Components	All technology shall have a modular design. Components shall be able to be quickly changed in the field.		
1.14	Weatherproof Electronics	All electronic components, connections and wiring shall be fully weatherproofed.		
1.15	Meter Quality	The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.		
1.16	Doors	Vault and access doors must be sealed to prevent water/sand intrusion.		
1.17	Meter Lighting	The City prefers that the meter has additional lighting or illumination for dark hour usage.		
1.18	Wireless Communication	All technology shall wirelessly communicate usage, payment status, and maintenance alert data in real-time.		
1.19	Web-based MMS	All technology shall be managed by a web-based meter maintenance system. It is required that the meter maintenance system provide an accessible chain of events that identifies the footprint of usage including the user, date and time stamp, who completed an input, activity or event and the action completed.		
1.20	Environmental Durability	All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City of Fort Lauderdale, including but not limited to sleet, rain, hail, ocean mist, grime, sand, fog, salt, sun (including direct sunlight), and vibrations.		
2	MMS Requirements			
2.1	MMS Maintenance Tickets	Shall be able to remotely update meter pricing, regulations, and configuration		
2.2	Meter Activity Reporting	Shall be able to provide reports on meter activity and shall, at a minimum, include: i. Metrics dashboard based on routes, Meter Technicians, faults, resolved, mean time to repair (MTTR), etc., ii. Auto push of faults to Meter Technicians.		
2.3	Work Order Tickets	Shall be able to automatically create maintenance work order tickets for meter-generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet.		
2.4	Meter Maintenance Records	Shall record meter maintenance completed by repair staff.		
2.5	Meter Status Indicator	Shall easily indicate meter status and send alarms to designated personnel if a meter is not functioning.		
3	Wireless Two-Way Communications			
3.1	Wireless Communications	The technology will be equipped with a modem, antenna, and the required software to support wireless communications.		

Exhibit 1 - Meter Technical Specifications - Single Space Meters

Company Name and Contact Information:				
Requirement Name	Requirement Description	Requirement Compliance	Vendor Response Comments	Optional
3.2	Communications Service	The wireless communications shall be supplied as a "communications service" during the life of the contract, not as a specific type of modem or wireless carrier supply.		
4	Equipment Display			
4.1	Display in and out of light	Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles.		
4.2	Backlit Display	The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.		
4.3	Scratch & Impact Resistant	The display shall be scratch and impact resistant.		
4.4	Rate & Hours	Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.		
4.5	Program Rates	City shall have the ability to program rates independent of vendor support with no additional costs associated with these changes.		
4.7	Pre Payment (Special Events/Valet Operations)	City shall have the the ability to have meters show meters are not available during the hours and not take a payment.		
4.6	Rate Options	Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.		
4.7	Dynamic Messaging	Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of vendor support and there shall be no additional costs for these types of adjustments.		
4.8	Special Messaging	All meters shall have an ability to display special messaging i.e., holiday and special event messages, which can be downloaded remotely..		
4.9	Display Content	Meter display shall clearly communicate the following electronically, alphanumerically and graphically: i. Rates ii. Days and hours of meter operation iii. Regulations iv. Instructions to the user: 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card; 2. Coin Only – at the sole discretion of City, if the card slot is inoperable; 3. Card Only – at the sole discretion of City, if the coin slot is inoperable; 4. Out of Order – at the sole discretion of City, if the coin and card slots are inoperable, with customizable instructions. v. Special messaging		

Exhibit 1 - Meter Technical Specifications - Single Space Meters

Company Name and Contact Information:				
Requirement Name	Requirement Description	Requirement Compliance	Vendor Response	Comments Optional
5	Keypad			
5.1	Keypad Durability	Keypads must be vandal resistant, weatherproof, and corrosion resistant.		
5.2	Display Feedback	Meters must provide visual, audible or tactile indication that a button has been pressed, as feedback to the patron.		
5.3	Security	Meters shall have high security locks for all meter doors. Electronic locks are required on any revenue accessible door with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Meters must have manual override process in case of failure or electronic lock malfunction.		
5.4	Upgrades	Upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract including ongoing refresher training available to the City.		
6	Payments			
6.1	Credit cards	All meters must support secure real-time authorization of credit cards and optional contactless cards.		
6.3	Payments	Proposer shall be able to describe coin, card and alternative payment operations, including the number of different coins/currency accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).		
6.4	Coin payment	The meter shall accept coins through a jam-resistant coin interface and jam-resistant card payments through a card interface.		
6.5	Alternative payment to coin	If the coin slot is inoperable, meters must have the option to still accept card payments and third-party payments (e.g., mobile payments).		
6.6	Coin chute free-fall	The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.		
6.7	Coin chute anti-backup	The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).		
6.8	Coin security	Coins must be deposited directly into, and stored within, secured containers in the vault area of the meter.		
6.9	Money collection	Meter monies (coins and cash, if applicable) must be easy to collect, simple to reconcile and include audit capabilities.		
6.10	Clearing jammed coin	Maintenance personnel must be able to easily clear coin jams without the use of special tools and without accessing the vault.		
6.11	Clearing jammed bills	Maintenance personnel must be able to easily clear bill jams without the use of special tools and without accessing the vault.		
6.12	Pre-payment acceptance	All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.		

Exhibit 1 - Meter Technical Specifications - Single Space Meters

Company Name and Contact Information:				
Requirement Name	Requirement Description	Requirement Compliance	Vendor Response	Comments Optional
6.13	PCI	The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).		
6.14	PA-DSS Certified	Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).		
6.15	EMV Compliance	The technology must be EMV compliant.		
6.16	Adjust parking prices	The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.		
7	Clock			
7.1	24/7/365 Time Display	The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.		
7.2	Daylight Savings Time	The clock shall be programmable at least one year in advance for automatic daylight savings time changes.		
7.3	Time and Date accuracy	The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period). i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS. ii. The clock shall track the day of week, Monday through Sunday. iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.		
8	Power			
8.1	Battery containment and accessibility	Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the meter is opened.		
8.2	Nickel-Cadmium Battery	For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.		
8.3	Meter power	The meter will be powered by battery and/or rechargeable solar-powered battery pack.		
8.4	Battery alert	When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.		
8.5	Battery corrosion resistance	Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.		
8.6	Battery life display	Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.		
8.7	Data retention without power	All locally-stored meter data will be retained during battery replacement and battery failures of seven days or less.		
8.8	Battery life	Battery shall have a life of at least 1 year.		

Exhibit 1 - Meter Technical Specifications - Single Space Meters

Company Name and Contact Information:				
Requirement Name	Requirement Description	Requirement Compliance	Vendor Response	Comments Optional
9	Security			
9.1	Secure Container	Coins passing through the meter shall be deposited directly into secured containers in a separate vault area.		
9.2	Coin Vault	The coin vault areas shall not be accessible from the maintenance compartment.		
9.3	Vandal Resistant	Meters shall be resistant to vandalism and other attacks to remove or disable coin from the coin cans.		
10	Warranty/Vendor Support			
10.1	Information Support	The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including: i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking		
10.2	Toll free phone number	Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.		
10.3	Off-Site Diagnosis	The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.		
10.4	Quarterly bulletins	Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.		
10.5	System Warranty/Guarantee	Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.		
11	Training by Vendor			
11.1	Continued Training	The City requires an on-site 2-hour refresher training every 4 months that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.		
11.2	Vendor travel costs	Vendor shall cover all travel costs.		
11.3	Training/System Documentation	Vendor shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.		
12	MMS Reporting/Maintenance Tracking/Enforcement			
12.1	Equipment Downtime and Data Transmission Status	The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.		
12.2	Maintenance Tracking/Ticket Generation	The MMS shall provide maintenance tracking with automated technical ticket generation.		
12.3	Maintenance App	The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.		

Exhibit 1 - Meter Technical Specifications - **Single Space Meters**

Company Name and Contact Information:					
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments	Optional
12.4	Track Maintenance Issues	The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.			

Exhibit 1 - Meter Technical Specifications - Single Space Meters

Company Name and Contact Information:				
Requirement Name	Requirement Description	Requirement Compliance	Vendor Response	Comments Optional
12.5	Maintenance Scheduling	The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.		
12.6	Maintenance Dispatch	The MMS shall provide a maintenance dispatch interface for the scheduling, routing, recording and reporting of error/problem corrections.		
12.7	Maintenance/Enforcement Area/Zones	The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.		
12.8	Sync Rate Changes	The MMS shall allow the remote download of all rate changes, display changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.		
12.9	Reporting Analytics Tool	The web-based MMS reporting analytics tool shall allow for: i. custom filtering of data fields ii. drop & drag report capabilities iii. table creation where reports can be saved for individual or global use		
12.10	Export Data	The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs.		
13	Integrations			
13.1	Real-Time Integration	Proposer must provide real-time integration with the City's current and future parking technology vendors, including, at a minimum, mobile/text provider(s), citation issuance/enforcement handhelds and the license plate recognition (LPR) provider (TBD). Proposer shall confirm integration capabilities with the City's existing and future vendors and/or describe any costs associated with implementing the integration required to support the proposed technology solution.		
13.2	Data and integration	Vendor will be required to provide data and integration with other City designated systems, initially including MapIt, a live database connection with GIS data that requires 9 decimals and, in the near future, Cartegraph and other potential system to be identified.		
13.3	Meter data	Vendor will be required to provide all meter related data in a format and interface as defined by the City.		
14	Extensibility			
14.1	Data Import/Export	System shall have ability for Data Import/Export: Mobile/Text payment, Cartegraph, MapIt, PMIS		
14.2	Availability %	System shall have availability of 99.9%		
15	Capacity			
15.1	Number of Users	System will allow access to approximately 30 employees		
15.2	Number of Customer Records	Meters shall have ability to process approximately 100 transactions per meter per day.		
15.3	Historical Data	Ability to store over a million transactions per year.		
15.4	Spaces	Ability to support up to 6500 spaces.		

Exhibit 1 - Meter Technical Specifications - Single Space Meters

Company Name and Contact Information:				
Requirement Name	Requirement Description	Requirement Compliance	Vendor Response	Comments Optional
16	Continuity			
16.1	Recovery Time Objective (RTO)	If the system experiences an outage/goes offline, issue shall be resolved in 2 hours or less.		
16.2	Recovery Point Objective (RPO)	Recovery Point Objective (RPO) is to have no data loss. The system needs to operate off-line with no data loss within PCI Processing requirements.		
17	Usability			
17.1	Web UX/UI Standards	All technology shall have a modular design. Components shall be able to be quickly changed in the field.		
18	Data			
18.1	Data Retention	Vendors to meet the 5-year records retention schedule of the City of Fort Lauderdale.		
18.2	Data Migration	Vendor shall be able to work with outside vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.		
19	System Migration			
19.1		Vendor shall be able to work with existing meter vendor to transition records from current MMS to include, but not limited to: meter locations; payment by meter, street and zone within timeframes specified by City requirements.		

Exhibit 1 - Meter Technical Specifications - Dual Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments Optional
1	General Specifications	Please note: Please fill this sheet out for DUAL SPACE METERS only	Proposer is to respond to all requirements highlighted in *yellow*. If vendor selects "will meet" please list compliance date in notes section	If, applicable, you may use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.
1.1	Pay for parking	Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.		
1.2	Configure Payment Environment	Explain the process of converting meters from Pay-and Display, Pay-By-Space, and Pay-By Plate		
1.3	Configure Rate Structure	Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day, length of stay and day of the week.		
1.4	Screen size	Meters must have a large screen display in order for rate information to be displayed, rather than signs posted on the meter.		
1.5	Pre-pay	Meters must have pre-payment option (payments made in advance of operating hours).		
1.6	Add meter time	Meters must have the ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time for a parking space.		
1.7	Ability to Display Information	All technology shall be able to electronically display the following to the patron with minimal effort: i. rates ii. days and hours of operation iii. user instructions		
1.8	Vendor Support	Proposers must offer strong customer support 7 days a week including holidays. i. Timely, same-day responses are required. ii. A single point of contact for the City is required during normal business hours (MST). Vendor will coordinate, in advance, scheduled time off and identify an alternative point of contact during these designated times.		
1.9	Request for Quotations	Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.		
1.10	Return Merchandise Authorization	Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.		
1.11	Change Rates	Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.		

Exhibit 1 - Meter Technical Specifications - Dual Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments Optional
1.12	ADA Compliance	All technology, equipment, and systems shall be ADA-compliant.		
1.13	New Materials	All materials and components shall be new and unused.		
1.14	Modular Components	All technology shall have a modular design. Components shall be able to be quickly changed in the field.		
1.15	Weatherproof Electronics	All electronic components, connections and wiring shall be fully weatherproofed.		
1.16	Meter Quality	The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.		
1.17	Doors	Vault and access doors must be sealed to prevent water/sand intrusion.		
1.18	Meter Lighting	The City prefers that the meter has additional lighting or illumination for dark hour usage.		
1.19	Wireless Communication	All technology shall wirelessly communicate usage, payment status, and maintenance alert data in real-time.		
1.20	Web-based MMS	All technology shall be managed by a web-based meter maintenance system. It is required that the meter maintenance system provide an accessible chain of events that identifies the footprint of usage including the user, date and time stamp, who completed an input, activity or event and the action completed.		
1.21	Environmental Durability	All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City of Fort Lauderdale, including but not limited to sleet, rain, hail, ocean mist, grime, sand, fog, salt, sun (including direct sunlight), and vibrations.		
2	MMS Requirements			
2.1	MMS Maintenance Tickets	Shall be able to remotely update meter pricing, regulations, and configuration		
2.2	Meter Activity Reporting	Shall be able to provide reports on meter activity and shall, at a minimum, include: i. Metrics dashboard based on routes, Meter Technicians, faults, resolved, mean time to repair (MTTR), etc., ii. Auto push of faults to Meter Technicians.		
2.3	Work Order Tickets	Shall be able to automatically create maintenance work order tickets for meter-generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet.		
2.4	Meter Maintenance Records	Shall record meter maintenance completed by repair staff.		
2.5	Meter Status Indicator	Shall easily indicate meter status and send alarms to designated personnel if a meter is not functioning.		
3	Wireless Two-Way Communications			
3.1	Wireless Communications	The technology will be equipped with a modem, antenna, and the required software to support wireless communications.		

Exhibit 1 - Meter Technical Specifications - Dual Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments Optional
3.2	Communications Service	The wireless communications shall be supplied as a "communications service" during the life of the contract, not as a specific type of modem or wireless carrier supply.		
4	Equipment Display			
4.1	Display in and out of light	Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles.		
4.2	Backlit Display	The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.		
4.3	Scratch & Impact Resistant	The display shall be scratch and impact resistant.		
4.4	Rate & Hours	Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.		
4.5	Program Rates	City shall have the ability to program rates independent of vendor support with no additional costs associated with these changes.		
4.6	Rate Options	Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.		
4.7	Dynamic Messaging	Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of vendor support and there shall be no additional costs for these types of adjustments.		
4.8	Special Messaging	All meters shall have an ability to display special messaging i.e., holiday and special event messages, which can be downloaded remotely.		
4.9	Display Content	Meter display shall clearly communicate the following electronically, alphanumerically and graphically: i. Rates ii. Days and hours of meter operation iii. Regulations iv. Instructions to the user: 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card; 2. Coin Only – at the sole discretion of City, if the card slot is inoperable; 3. Card Only – at the sole discretion of City, if the coin slot is inoperable; 4. Out of Order – at the sole discretion of City, if the coin and card slots are inoperable, with customizable instructions. v. Special messaging		

Exhibit 1 - Meter Technical Specifications - Dual Space Meters

Company Name and Contact Information:				
Requirement Name	Requirement Description	Requirement Compliance	Vendor Response	Comments Optional
5	Keypad			
5.1	Keypad Durability	Keypads must be vandal resistant, weatherproof, and corrosion resistant.		
5.2	Display Feedback	Meters must provide visual, audible or tactile indication that a button has been pressed, as feedback to the patron.		
5.3	Security	Meters shall have high security locks for all meter doors. Electronic locks are required with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Meters must have manual override process in case of failure or electronic lock malfunction.		
5.4	Upgrades	Upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract including ongoing refresher training available to the City.		
6	Payments			
6.1	Credit cards	All meters must support secure real-time authorization of credit cards and optional contactless cards.		
6.2	Credit cards	Credit card payments can be accepted during weak wireless signal occurrences.		
6.3	Payments	Proposer shall be able to describe coin, card and alternative payment operations, including the number of different coins/currency accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).		
6.4	Coin payment	The meter shall accept coins through a jam-resistant coin interface and jam-resistant card payments through a card interface.		
6.5	Coin shutter	The coin discrimination system should contain an automatic shutter, which opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.		
6.6	Alternative payment to coin	If the coin slot is inoperable, meters must have the option to still accept card payments and third-party payments (e.g., mobile payments).		
6.7	Coin chute free-fall	The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.		
6.8	Coin chute anti-backup	The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).		
6.9	Coin security	Coins must be deposited directly into, and stored within, secured containers in the vault area of the meter.		
6.10	Money collection	Meter monies (coins and cash, if applicable) must be easy to collect, simple to reconcile and include audit capabilities.		
6.11	Clearing jammed coin	Maintenance personnel must be able to easily clear coin jams without the use of special tools and without accessing the vault.		

Exhibit 1 - Meter Technical Specifications - Dual Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments Optional
6.12	Pre-payment acceptance	All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.		
6.13	PCI	The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).		
6.14	PA-DSS Certified	Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).		
6.15	EMV Compliance	The technology must be EMV compliant.		
6.16	Adjust parking prices	The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.		
7	Clock			
7.1	24/7/365 Time Display	The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.		
7.2	Daylight Savings Time	The clock shall be programmable at least one year in advance for automatic daylight savings time changes.		
7.3	Time and Date accuracy	The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period). i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS. ii. The clock shall track the day of week, Monday through Sunday. iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.		
8	Power			
8.1	Meter power	The meter will be powered by battery and/or rechargeable solar-powered battery pack.		
8.2	Battery containment and accessibility	Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the meter is opened.		
8.3	Nickel-Cadmium Battery	For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.		
8.4	Battery alert	When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.		
8.5	Battery corrosion resistance	Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.		
8.6	Battery life display	Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.		

Exhibit 1 - Meter Technical Specifications - Dual Space Meters

Company Name and Contact Information:				
Requirement Name	Requirement Description	Requirement Compliance	Vendor Response Comments	Optional
8.7	Data retention without power	All locally-stored meter data will be retained during battery replacement and battery failures of seven days or less.		
8.8	Battery life	Battery shall have a life of at least 1 year.		
9	Security			
9.1	Secure Container	Coins passing through the meter shall be deposited directly into secured containers in a separate vault area.		
9.2	Coin Vault	The coin vault areas shall not be accessible from the maintenance compartment.		
9.3	Vandal Resistant	Meters shall be resistant to vandalism and other attacks to remove or disable coin from the coin cans.		
10	Warranty/Vendor Support			
10.1	Information Support	The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including: i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking		
10.2	Toll free phone number	Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.		
10.3	Off-Site Diagnosis	The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.		
10.4	Quarterly bulletins	Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.		
10.5	System Warranty/Guarantee	Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.		
11	Training by Vendor			
11.1	Continued Training	The City requires an on-site 2-hour refresher training every 4 months that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.		
11.2	Vendor travel costs	Vendor shall cover all travel costs.		
11.3	Training/System Documentation	Vendor shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.		
12	MMS Reporting/Maintenance Tracking/Enforcement			
12.1	Equipment Downtime and Data Transmission Status	The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.		
12.2	Maintenance Tracking/Ticket Generation	The MMS shall provide maintenance tracking with automated technical ticket generation.		

Exhibit 1 - Meter Technical Specifications - Dual Space Meters

Company Name and Contact Information:				
Requirement Name	Requirement Description	Requirement Compliance	Vendor Response Comments	Optional
12.3	Maintenance App	The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.		
12.4	Track Maintenance Issues	The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.		
12.5	Maintenance Scheduling	The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.		
12.6	Maintenance Dispatch	The MMS shall provide a maintenance dispatch interface for the scheduling, routing, recording and reporting of error/problem corrections.		
12.7	Maintenance/Enforcement Area/Zones	The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.		
12.8	Sync Rate Changes	The MMS shall allow the remote download of all rate changes, display changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.		
12.9	Reporting Analytics Tool	The web-based MMS reporting analytics tool shall allow for: i. custom filtering of data fields ii. drop & drag report capabilities iii. table creation where reports can be saved for individual or global use		
12.10	Export Data	The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs.		
12.11	System Transactions	For a pay-by-plate or pay-by-space solution, system transactions shall be communicated to the back-office system in real time to support enforcement queries and integration requirements. The system shall support enforcement queries for vehicle payment status.		
13	Integrations			
13.1	Real-Time Integration	Proposer must provide real-time integration with the City's current and future parking technology vendors, including, at a minimum, mobile/text provider(s), citation issuance/enforcement handhelds and the license plate recognition (LPR) provider (TBD). Proposer shall confirm integration capabilities with the City's existing and future vendors and/or describe any costs associated with implementing the integration required to support the proposed technology solution.		
13.2	Data and integration	Vendor will be required to provide data and integration with other City designated systems, initially including MapIt, a live database connection with GIS data that requires 9 decimals and, in the near future, Cartegraph and other potential system to be identified.		
13.3	Meter data	Vendor will be required to provide all meter related data in a format and interface as defined by the City.		
14	Extensibility			
14.1	Data Import/Export	System shall have ability for Data Import/Export: Mobile/Text payment, Cartegraph, MapIt, PMIS		
14.2	Availability %	System shall have availability of 99.9%		

Exhibit 1 - Meter Technical Specifications - Dual Space Meters

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments Optional
15	Capacity			
15.1	Number of Users	System will allow access to approximately 30 employees		
15.2	Number of Customer Records	Meters shall have ability to process approximately 100 transactions per meter per day.		
15.3	Historical Data	Ability to store over a million transactions per year.		
15.4	Spaces	Ability to support up to 6500 spaces.		
16	Continuity			
16.1	Recovery Time Objective (RTO)	If the system experiences an outage/goes offline, issue shall be resolved in 2 hours or less.		
16.2	Recovery Point Objective (RPO)	Recovery Point Objective (RPO) is to have no data loss. The system needs to operate off-line with no data loss within PCI Processing requirements.		
17	Usability			
17.1	Web UX/UI Standards	All technology shall have a modular design. Components shall be able to be quickly changed in the field.		
18	Data			
18.1	Data Retention	Vendors to meet the 5-year records retention schedule of the City of Fort Lauderdale.		
18.2	Data Migration	Vendor shall be able to work with outside vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.		
19	System Migration			
19.1		Vendor shall be able to work with existing meter vendor to transition records from current MMS to include, but not limited to: meter locations; payment by meter, street and zone within timeframes specified by City requirements.		

Exhibit 1 - Meter Technical Specifications - Pay Stations

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments Optional
1	General Specifications	Please note: Please fill this sheet out for PAY STATIONS only	Proposer is to respond to all requirements highlighted in *yellow*. If vendor selects "will meet" please list compliance date in notes section	If, applicable, you may use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.
1.1	Pay for parking	Payment must be available through multiple options, including coin, credit card and mobile payment integration. Near Field Communication (NFC) (including Apple Pay and Google Pay) payments shall be supported and available.		
1.2	Configure Payment Environment	Explain the process of converting meters from Pay-and Display, Pay-By-Space, and Pay-By Plate		
1.3	Configure Rate Structure	Meters must have the ability to store a minimum of 8 different rate structures that are configurable by time of day, length of stay and day of the week.		
1.4	Screen size	Meters must have a large screen display in order for rate information to be displayed, rather than signs posted on the meter.		
1.5	Pre-pay	Meters must have pre-payment option (payments made in advance of operating hours).		
1.6	Add meter time	Meters must have the ability to add time to existing transactions, however, the add time feature must disallow the ability to purchase time past the maximum time for a parking space.		
1.7	Ability to Display Information	All technology shall be able to electronically display the following to the patron with minimal effort: i. rates ii. days and hours of operation iii. user instructions		
1.8	Vendor Support	Proposers must offer customer support 7 days a week including holidays. i. Timely, same-day responses are required. ii. A single point of contact for the City is required during normal business hours (MST). Vendor will coordinate, in advance, scheduled time off and identify an alternative point of contact during these designated times.		
1.9	Request for Quotations	Requests for Quotations from the City must be to be fulfilled within three business days, and/or at a status update on the 3rd business day and every 2 days thereafter. This is to include all requests for all equipment and parts.		
1.10	Return Merchandise Authorization	Return Merchandise Authorization (RMA) requests must be fulfilled within 30 calendar days, and/or a status update as the expected time of arrival (ETA). RMA shipments to the City must include advance email delivery notification, delivery date/time and the associated tracking number to the designated City point of contact. Deliveries to the City shall only occur within the mutually established delivery hours of operation.		
1.11	Change Rates	Changing rates using the Meter Management System (MMS) shall be completely web-based (no software to install), easy to use with customizable tariff naming and the ability to download rates onto customizable, user-defined groups of meters.		

Exhibit 1 - Meter Technical Specifications - Pay Stations

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments Optional
1.12	ADA Compliance	All technology, equipment, and systems shall be ADA-compliant.		
1.13	New Materials	All materials and components shall be new and unused.		
1.14	Modular Components	All technology shall have a modular design. Components shall be able to be quickly changed in the field.		
1.15	Weatherproof Electronics	All electronic components, connections and wiring shall be fully weatherproofed.		
1.16	Meter Quality	The meters shall be weather, rust and graffiti resistant and shall be made of stainless steel or an equivalent material.		
1.17	Doors	Vault and access doors must be sealed to prevent water/sand intrusion.		
1.18	Meter Lighting	The City prefers that the meter has additional lighting or illumination for dark hour usage.		
1.19	Wireless Communication	All technology shall wirelessly communicate usage, payment status, and maintenance alert data in real-time.		
1.20	Web-based MMS	All technology shall be managed by a web-based meter maintenance system. It is required that the meter maintenance system provide an accessible chain of events that identifies the footprint of usage including the user, date and time stamp, who completed an input, activity or event and the action completed.		
1.20	Environmental Durability	All technology shall be warranted to operate as proposed within a temperature range of -15 degrees Fahrenheit to +140 degrees Fahrenheit and under environmental conditions found in the City of Fort Lauderdale, including but not limited to sleet, rain, hail, ocean mist, grime, sand, fog, salt, sun (including direct sunlight), and vibrations.		
2	MMS Requirements			
2.1	MMS Maintenance Tickets	Shall be able to remotely update meter pricing, regulations, and configuration		
2.2	Meter Activity Reporting	Shall be able to provide reports on meter activity and shall, at a minimum, include: i. Metrics dashboard based on routes, Meter Technicians, faults, resolved, mean time to repair (MTTR), etc., ii. Auto push of faults to Meter Technicians.		
2.3	Work Order Tickets	Shall be able to automatically create maintenance work order tickets for meter-generated alarms or patron reports of meter malfunctions. Maintenance tickets shall be able to be updated via email, smartphone and tablet.		
2.4	Meter Maintenance Records	Shall record meter maintenance completed by repair staff.		
2.5	Meter Status Indicator	Shall easily indicate meter status and send alarms to designated personnel if a meter is not functioning.		
3	Wireless Two-Way Communications			
3.1	Wireless Communications	The technology will be equipped with a modem, antenna, and the required software to support wireless communications.		

Exhibit 1 - Meter Technical Specifications - Pay Stations

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments Optional
3.2	Communications Service	The wireless communications shall be supplied as a "communications service" during the life of the contract, not as a specific type of modem or wireless carrier supply.		
4	Equipment Display			
4.1	Display in and out of light	Graphic display shall be easy to read under various daytime and nighttime lighting conditions, including fog and direct sunlight and at various angles.		
4.2	Backlit Display	The meter shall have a backlit graphic display panel that is large enough to legibly display all necessary operating status messages to patrons and repair personnel. The display must be energy efficient and operate in a solar-charging (or equivalent) configuration and not cause excessive battery drain.		
4.3	Scratch & Impact Resistant	The display shall be scratch and impact resistant.		
4.4	Rate & Hours	Current rates and hours must be able to be displayed on the graphic display and be remotely programmed.		
4.5	Program Rates	City shall have the ability to program rates independent of vendor support with no additional costs associated with these changes.		
4.6	Validation/Permit Codes	Validation/Permit Codes- Ability to create specific codes to be utilized during special events and pre-selling of parking spaces where MS meters are located to eliminate the need of creating dashboard permits. Ability to create codes in the backoffice with specific parameters i. Code to be used on specific day and times ii. Valid for specific amount of time iii. Ability to limit the number of times code can be used or a continuous code for extended period of time		
4.7	Rate Options	Customers shall be able to select their rate option prior to submitting payment in order for the meter to translate the amount due and inform the customer of the payment value.		
4.8	Dynamic Messaging	Graphic display shall support dynamic messaging functionality to reflect changes in pricing, regulations, display messages, format, or configurations made in the MMS and communicated wirelessly to the meter at least once per day. The City shall have the ability to change or adjust the graphic display independent of vendor support and there shall be no additional costs for these types of adjustments.		
4.9	Special Messaging	All meters shall have an ability to display special messaging i.e., holiday and special event messages, which can be downloaded remotely..		

Exhibit 1 - Meter Technical Specifications - Pay Stations

Company Name and Contact Information:				
Requirement Name	Requirement Description	Requirement Compliance	Vendor Response Comments	Optional
4.10	Display Content	Meter display shall clearly communicate the following electronically, alphanumerically and graphically: i. Rates ii. Days and hours of meter operation iii. Regulations iv. Instructions to the user: 1. Read Error, Please Reinsert Card – if card is removed from the mechanism before it could read the information on the card; 2. Coin Only – at the sole discretion of City, if the card and cash slots are inoperable; 3. Cash Only - at the sole discretion of City, if coin and card slot is inoperable 4. Card Only – at the sole discretion of City, if the coin and cash slots are inoperable; 5. Out of Order – at the sole discretion of City, if the coin, cash and card slot are inoperable, with customizable instructions. v. Special messaging (Special events rates / valet operations)		
5	Keypad			
5.1	Keypad Durability	Keypads must be vandal resistant, weatherproof, and corrosion resistant.		
5.2	Lighted Key Pad	Meters should have lighted keypads		
5.3	Display Feedback	Meters must provide visual, audible or tactile indication that a button has been pressed, as feedback to the patron.		
5.4	Security	Meters shall have high security locks for all meter doors. Electronic locks are required with online programmable access parameters including restrictions for maintenance, collections, days of week and hours of day. Meters must have manual override process in case of failure or electronic lock malfunction.		
5.5	Upgrades	Upgrades to the MMS or other systems will be distributed, communicated, and implemented (e.g., training of appropriate staff) during the term of the contract including ongoing refresher training available to the City.		
6	Payments			
6.1	Credit cards	All meters must support secure real-time authorization of credit cards and optional contactless cards.		
6.2	Credit cards	Credit card payments can be accepted during weak wireless signal occurrences.		
6.3	Payments	Proposer shall be able to describe coin, card and alternative payment operations, including the number of different coins/currency accepted and the type of card-based payments, including magnetic stripe, contactless cards and chip-based cards (as applicable).		
6.4	Coin payment	The meter shall accept coins through a jam-resistant coin interface and jam-resistant card payments through a card interface.		

Exhibit 1 - Meter Technical Specifications - Pay Stations

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments Optional
6.5	Coin shutter	The coin discrimination system should contain an automatic shutter, which opens during operational hours for coin insertion of approved coins, but not for non-metallic objects.		
6.6	Alternative payment to coin	If the coin slot is inoperable, meters must have the option to still accept card payments and third-party payments (e.g., mobile payments).		
6.7	Coin chute free-fall	The coin chute or track and coin verifier unit shall be a free-fall type (non-moving and non-mechanized) or an equivalent.		
6.8	Coin chute anti-backup	The coin chute or track shall include an anti-backup provision to prevent and detect the attempted retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).		
6.9	Coin security	Coins must be deposited directly into, and stored within, secured containers in the vault area of the meter.		
6.10	Money collection	Meter monies (coins and cash, if applicable) must be easy to collect, simple to reconcile and include audit capabilities.		
6.11	Clearing jammed coin	Maintenance personnel must be able to easily clear coin jams without the use of special tools and without accessing the vault.		
6.12	Pre-payment acceptance	All meters shall be able to be programmed to accept pre-payments prior to start of regulated parking and extended payment within applicable City policy requirements.		
6.13	PCI	The meter, the associated communications system, the backend server and gateway services shall all be compliant with Payment Card Industry Data Security Standard (PCI Level 1 certified by a Qualified Security Assessor (QSA)).		
6.14	PA-DSS Certified	Meter shall be PA-DSS certified by a Qualified Security Assessor (QSA).		
6.15	EMV Compliance	The technology must be EMV compliant.		
6.16	Adjust parking prices	The MMS system shall allow the City to dynamically and remotely adjust parking prices on the meters in real-time.		
7	Clock			
7.1	24/7/365 Time Display	The meter must have a 365-day calendar real-time clock that completes a daily time-sync with the server at least once every 24 hours and that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset shall occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.		
7.2	Daylight Savings Time	The clock shall be programmable at least one year in advance for automatic daylight savings time changes.		

Exhibit 1 - Meter Technical Specifications - Pay Stations

Company Name and Contact Information:				
Requirement Name	Requirement Description	Requirement Compliance	Vendor Response Comments	Optional
7.3	Time and Date accuracy	The time-of-day clock shall be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period). i. There shall be no upper limit or maximum deviation that would prevent the clock from syncing with the MMS. ii. The clock shall track the day of week, Monday through Sunday. iii. Time of day and day of week shall be displayed to maintenance staff, on the front display screen, when the reset feature is activated.		
8	Power			
8.1	Meter power	The meter will be powered by solar-powered and/or rechargeable battery pack or direct wire (120 volt)		
8.2	Battery containment and accessibility	Batteries shall be located in an easily accessible storage area inside the unit that can be changed out in less than 30 seconds once the meter is opened.		
8.3	Nickel-Cadmium Battery	For environmental reasons, Nickel-Cadmium batteries shall not be used to power the meters.		
8.4	Battery alert	When battery voltage falls below a minimum threshold, the meter will generate an alert prior to the meter going out of service.		
8.5	Battery corrosion resistance	Battery connections will be designed to resist corrosion and sustain a minimum of five years of service.		
8.6	Battery life display	Current battery voltage for both rechargeable (solar or equivalent) and non-rechargeable batteries will be available on the display and through the MMS.		
8.7	Data retention without power	All locally-stored meter data will be retained during battery replacement and battery failures of seven days or less.		
8.8	Battery life	Battery shall have a life of at least 1 year.		
9	Security			
9.1	Secure Container	Coins passing through the meter shall be deposited directly into secured containers in a separate vault area.		
9.2	Coin Vault	The coin vault areas shall not be accessible from the maintenance compartment.		
9.3	Vandal Resistant	Meters shall be resistant to vandalism and other attacks to remove or disable coin from the coin cans.		
10	Warranty/Vendor Support			
10.1	Information Support	The customer support help desk shall have the ability to collect and/or provide detailed information to the City via the hotline and/or via log in to the back-office software, including: i. Verify, log and dispatch reports of meter malfunctions in real time with online tracking		
10.2	Toll free phone number	Proposer shall provide the City with toll free telephone numbers enabling them to reach Proposer's staff during normal business hours.		
10.3	Off-Site Diagnosis	The system must be capable of providing remote off-site diagnosis and support via wireless access. The system must be capable of remote software upgrades via wireless access.		

Exhibit 1 - Meter Technical Specifications - Pay Stations

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments Optional
10.4	Quarterly bulletins	Vendor shall be required to provide quarterly technical bulletins that identify product notifications, technology updates, lessons learned from other installations and overall system and performance details including software and firmware upgrades with an explanation of features and improvements.		
10.5	System Warranty/Guarantee	Provide system warranty guarantees and extended warranty options on all hardware and software effective from the date of installation.		
11	Training by Vendor			
11.1	Continued Training	The City requires an on-site 2-hour refresher training every 4 months that will include a review of project issues, system performance and product updates. Vendor shall provide all training at a location to be determined by the City or its designee.		
11.2	Vendor travel costs	Vendor shall cover all travel costs.		
11.3	Training/System Documentation	Vendor shall supply and keep current hard and digital copies of all operating, training, repair and user's manuals, which includes detailed instructions for system usage.		
12	MMS Reporting/Maintenance Tracking/Enforcement			
12.1	Equipment Downtime and Data Transmission Status	The MMS must provide secure, web-based back office reporting, including real time exception reporting for equipment downtime and data transmission issues.		
12.2	Maintenance Tracking/Ticket Generation	The MMS shall provide maintenance tracking with automated technical ticket generation.		
12.3	Maintenance App	The MMS shall provide a smartphone application to update, reassign and close out maintenance tickets.		
12.4	Track Maintenance Issues	The MMS shall have the capability to track maintenance issues, completion of maintenance tasks and reports on meter uptime.		
12.5	Maintenance Scheduling	The MMS shall provide scheduling capabilities for both preventive and non-recurring maintenance.		
12.6	Maintenance Dispatch	The MMS shall provide a maintenance dispatch interface for the scheduling, routing, recording and reporting of error/problem corrections.		
12.7	Maintenance/Enforcement Area/Zones	The MMS shall provide an online mapping module for parking spaces and meters to identify maintenance and enforcement areas/zones. The MMS shall provide real-time verification of parking spaces payment status for enforcement purposes.		
12.8	Sync Rate Changes	The MMS shall allow the remote download of all rate changes, display changes, other user interface changes and operating system changes and upgrades with no upcharge for wireless data usage.		
12.9	Reporting Analytics Tool	The web-based MMS reporting analytics tool shall allow for: i. custom filtering of data fields ii. drop & drag report capabilities iii. table creation where reports can be saved for individual or global use		

Exhibit 1 - Meter Technical Specifications - Pay Stations

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments Optional
12.10	Export Data	The MMS shall allow for online scheduled reports to be exported as Excel, CSVs and/or PDFs.		
12.11	System Transactions	For a pay-by-plate or pay-by-space solution, system transactions shall be communicated to the back-office system in real time to support enforcement queries and integration requirements. The system shall support enforcement queries for vehicle payment status.		
13	Integrations			
13.1	Real-Time Integration	Proposer must provide real-time integration with the City's current and future parking technology vendors, including, at a minimum, mobile/text provider(s), citation issuance/enforcement handhelds and the license plate recognition (LPR) provider (TBD). Proposer shall confirm integration capabilities with the City's existing and future vendors and/or describe any costs associated with implementing the integration required to support the proposed technology solution.		
13.2	Data and integration	Vendor will be required to provide data and integration with other City designated systems, initially including MapIt, a live database connection with GIS data that requires 9 decimals and, in the near future, Cartegraph and other potential system to be identified.		
13.3	Meter data	Vendor will be required to provide all meter related data in a format and interface as defined by the City.		
14	Extensibility			
14.1	Data Import/Export	System shall have ability for Data Import/Export: Mobile/Text payment, Cartegraph, MapIt, PMIS		
14.2	Availability %	System shall have availability of 99.9%		
15	Capacity			
15.1	Number of Users	System will allow access to approximately 30 employees		
15.2	Number of Customer Records	Meters shall have ability to process approximately 100 transactions per meter per day.		
15.3	Historical Data	Ability to store over a million transactions per year.		
15.4	Spaces	Ability to support up to 6500 spaces.		
16	Continuity			
16.1	Recovery Time Objective (RTO)	If the system experiences an outage/goes offline, issue shall be resolved in 2 hours or less.		
16.2	Recovery Point Objective (RPO)	Recovery Point Objective (RPO) is to have no data loss. The system needs to operate off-line with no data loss within PCI Processing requirements.		
17	Usability			
17.1	Web UX/UI Standards	All technology shall have a modular design. Components shall be able to be quickly changed in the field.		
18	Data			
18.1	Data Retention	Vendors to meet the 5-year records retention schedule of the City of Fort Lauderdale.		
18.2	Data Migration	Vendor shall be able to work with outside vendors to perform data migration. This could include data mapping, data cleanup/verification, data transfer, and other testing as defined by City requirements.		

Exhibit 1 - Meter Technical Specifications - **Pay Stations**

Company Name and Contact Information:				
Requirement Name		Requirement Description	Requirement Compliance	Vendor Response Comments Optional
19	System Migration			
19.1		Vendor shall be able to work with existing meter vendor to transition records from current MMS to include, but not limited to: meter locations; payment by meter, street and zone within timeframes specified by City requirements.		

City of Fort Lauderdale

Appendix 1 – Data Security and Privacy**ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION**

- A. This Data Security and Privacy Appendix is designed to protect the City of Fort Lauderdale (CoFL) Non- public Information and CoFL Information Resources (defined below). This Appendix describes the data security and privacy obligations of Supplier and its sub-suppliers that connect to CoFL Information Resources and/or gain access to Non-public Information (defined below).
- B. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the terms and conditions contained in this Appendix on any third party retained by Supplier to provide services for or on behalf of the CoFL.

ARTICLE 2 – DEFINED TERMS

- A. Breach. Breach means the unauthorized acquisition, access, use or disclosure of Non-public Information that compromises the security, confidentiality or integrity of such information.
- B. Non-public Information. Supplier's provision of Services under this Agreement may involve access to certain information that CoFL wishes to be protected from further use or disclosure. Non-public Information shall be defined as: (i) Protected Information (defined below); (ii) information CoFL discloses, in writing, orally, or visually, to Supplier, or to which Supplier obtains access to in connection with the negotiation and performance of the Agreement, and which relates to CoFL, its employees or contractors, its third-party vendors or licensors, or any other individuals or entities that have made confidential information available to CoFL or to Supplier acting on CoFL's behalf (collectively, "CoFL Users"), marked or otherwise identified as proprietary and/or confidential, or that, given the nature of the information, ought reasonably to be treated as proprietary and/or confidential; (iii) trade secrets; and (iv) business information.
- C. Protected Information. Protected Information shall be defined as information that identifies or is capable of identifying a specific individual, including but not limited to personally-identifiable information, medical information other than Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 CFR § 160.103), Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms), Federal Information Security Management Act (FISMA) of 2002, Criminal Justice Information Services (CJIS), National Automated Clearing House Association (NACHA), General Data Protection Regulation (GDPR), employee, contractor or neighbor records, or individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to S.B 624 of the Florida Constitution; the Florida Information Protection Act (FIPA), and the Fair Credit Reporting Act (15 USC § 1681 *et seq.*).

CoFL Information Resources. CoFL Information Resources shall be defined as those devices, networks and related infrastructure that CoFL owns, operates or has obtained for use to conduct CoFL business. Devices include but are not limited to, CoFL-owned or managed storage, processing, communications devices and related infrastructure on which CoFL data is accessed, processed, stored, or communicated, and may include personally owned devices. Data includes, but is not limited to, Non-public Information, other CoFL- created or managed business and research data, metadata, and credentials created by or issued on behalf of CoFL.

- D. Work Product. Work Product shall be defined as works-in-progress, notes, data, reference materials, memoranda, documentation and records in any way incorporating or reflecting any Non-public Information and all proprietary rights therein, including copyrights. Work Product is subject to the Agreement's Intellectual Property, Copyright and Patents Article. For the avoidance of doubt, Work Product shall belong exclusively to CoFL and unless expressly provided, this Appendix shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by CoFL.

ARTICLE 3 – ACCESS TO CoFL INFORMATION RESOURCES

- A. In any circumstance when Supplier is provided access to CoFL Information Resources, it is solely Supplier's responsibility to ensure that its access does not result in any access by unauthorized individuals to CoFL Information Resources. This includes conformance with minimum security standards in effect at the CoFL location(s) where access is provided. Any Supplier technology and/or systems that gain access to CoFL Information Resources must contain, at a minimum, the elements in the Computer System Security Requirements set forth in Attachment 1 to this Appendix. No less than annually, Supplier shall evaluate and document whether Supplier's practices accessing CoFL Information Resources comply with the terms of this Appendix. Documentation of such evaluation shall be made available to CoFL upon CoFL's request. Regardless of whether CoFL requests a copy of such evaluation, Supplier shall immediately inform CoFL of any findings of noncompliance and certify when findings of non-compliance have been addressed.
- B. Supplier shall limit the examination of CoFL information to the least invasive degree of inspection required to provide the Goods and/or Services. In the event Goods and/or Services include the inspection of a specific threat to or anomaly of CoFL's Information Resources, Supplier shall limit such inspection in accordance with the principle of least perusal. Supplier will notify CoFL immediately upon such events.
- C. With CoFL's prior written consent, Supplier may alter a CoFL Information Resource to the extent such alteration is specifically required for Supplier to provide Goods and/or Services to CoFL pursuant to the Agreement.

ARTICLE 4 – SECURITY PATCHES AND UPDATES

Supplier is required to perform patches and updates in connection with the Goods and/or Services provided to CoFL as follows:

- A. Devices and Software Provided Directly to CoFL. Supplier will make available to CoFL any patches and other updates to system security software or firmware utilized by Supplier in its provision of Goods and/or Services no later than the earlier of thirty (30) days of its commercial release or as recommended by Supplier or Supplier's sub-supplier.
- B. Supplier's Internal Systems and Services Necessary for Supplier to Fulfill its Obligations to CoFL. Supplier will regularly apply security patches and functional updates to its internal systems software and firmware.

ARTICLE 5 – COMPLIANCE WITH APPLICABLE LAWS, FAIR INFORMATION PRACTICE PRINCIPLES AND UC POLICIES

- A. Supplier agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information. Additionally Supplier will comply as applicable with the *Fair Information Practice Principles*, as defined by the U.S. Federal Trade Commission (<http://www.nist.gov/nstic/NSTIC-FIPPs.pdf>). Such principles would typically require Supplier to have a privacy policy, and a prominently-posted privacy statement or notice in conformance with

such principles. If collecting Protected Information electronically from individuals on behalf of CoFL, Supplier's prominently-posted privacy statement will be similar to those used by CoFL (CoFL's sample Privacy Statement for websites is available at [.doc](#)). Supplier also agrees, to the extent applicable, to comply with CoFL's Business and Finance Bulletin IS-2, *Inventory, Classification, and Release of CoFL Electronic Information*. Supplier shall make available to CoFL all products, systems, and documents necessary to allow CoFL to audit Supplier's compliance with the terms of this Article 5. CoFL shall have the right to audit Supplier's compliance with its Information Security Plan and the obligations set forth in Attachment 1.

- B. CoFL reserves the right to monitor Supplier's connectivity to CoFL Information Resources while Supplier accesses Non-public Information.

ARTICLE 6 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF NON-PUBLIC INFORMATION

Supplier agrees to hold CoFL's Non-public Information, and any information derived from such information, in strictest confidence. Supplier will not access, use or disclose Non-public Information other than to carry out the purposes for which CoFL disclosed the Non-public Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by CoFL. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Non-public Information or any information derived from such information. If required by a court of competent jurisdiction or an administrative body to disclose Non-public Information, Supplier will notify CoFL in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give CoFL an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). Supplier's transmission, transportation or storage of Non-public Information outside the United States, or access of Non-public Information from outside the United States, is prohibited except on prior written authorization by CoFL.

ARTICLE 7 – SAFEGUARD STANDARD

Supplier agrees to protect the privacy and security of Non-public Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Supplier will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Non-public Information. All Protected Information stored on portable devices or media must be encrypted in accordance with the Federal Information Processing Standards (FIPS) Publication 140-2. Supplier will ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities while Supplier has responsibility for the Non-public Information under the terms of this Appendix. Prior to agreeing to the terms of this Appendix, and periodically thereafter (no more frequently than annually) at CoFL's request, Supplier will provide assurance, in the form of a third-party audit report or other documentation acceptable to CoFL, such as SOC2 Type II, demonstrating that appropriate information security safeguards and controls are in place.

ARTICLE 8 – INFORMATION SECURITY PLAN

- A. Supplier acknowledges that CoFL is required to comply with information security standards for the protection of Protected Information as required by law, regulation and regulatory guidance, as well as CoFL's internal security program for information and systems protection.
- B. Supplier will establish, maintain and comply with an information security plan ("Information Security Plan"), which will contain, at a minimum, such elements as those set forth in Attachment 1 to this Appendix.
- C. Supplier's Information Security Plan will be designed to:
 - i. Ensure the security, integrity and confidentiality of Non-public Information;

- ii. Protect against any anticipated threats or hazards to the security or integrity of such information;
 - iii. Protect against unauthorized access to or use of such information that could result in harm or inconvenience to the person that is the subject of such information;
 - iv. Reduce risks associated with Supplier having access to CoFL Information Resources; and
 - v. Comply with all applicable legal and regulatory requirements for data protection.
- D.** On at least an annual basis, Supplier will review its Information Security Plan, update and revise it as needed, and submit it to CoFL upon request. At CoFL's request, Supplier will make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to CoFL's security requirements as they exist from time to time. If there are any significant modifications to Supplier's Information Security Plan, Supplier will notify CoFL within 72 hours.

ARTICLE 9 – RETURN OR DESTRUCTION OF NON-PUBLIC INFORMATION

Within 30 days of the termination, cancellation, expiration or other conclusion of this Appendix, Supplier will return the Non-public Information to CoFL unless CoFL requests in writing that such data be destroyed. This provision will also apply to all Non-public Information that is in the possession of subcontractors or agents of Supplier. Such destruction will be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Supplier will certify in writing to CoFL that such return or destruction has been completed.

If Supplier believes that return or destruction of the Non-public Information is technically impossible or impractical, Supplier must provide CoFL with a written statement of the reason that return or destruction by Supplier is technically impossible or impractical. If CoFL determines that return or destruction is technically impossible or impractical, Supplier will continue to protect the Non-public Information in accordance with the terms of this Appendix.

ARTICLE 10 – NOTIFICATION OF CORRESPONDENCE CONCERNING NON-PUBLIC INFORMATION

Supplier agrees to notify CoFL immediately, both orally and in writing, but in no event more than two (2) business days after Supplier receives correspondence or a complaint regarding Non-public Information, including but not limited to, correspondence or a complaint that originates from a regulatory agency or an individual.

ARTICLE 11 – BREACHES OF NON-PUBLIC INFORMATION

- A. Reporting of Breach:** Supplier will report any confirmed or suspected Breach to CoFL immediately upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes a Breach has or may have occurred. Supplier's report will identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Non-public Information accessed, used or disclosed, (iii) the person(s) who accessed, used, disclosed and/or received Non-public Information (if known), (iv) what Supplier has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action Supplier has taken or will take to prevent future unauthorized access, use or disclosure. Supplier will provide such other information, including a written report, as reasonably requested by CoFL. In the event of a suspected Breach, Supplier will keep CoFL informed regularly of the progress of its investigation until the uncertainty is resolved.
- B. Coordination of Breach Response Activities:** Supplier will fully cooperate with CoFL's investigation of any Breach involving Supplier and/or the Services, including but not limited to making witnesses and documents available immediately upon Supplier's reporting of the Breach. Supplier's full cooperation will include but not be limited to Supplier:
- i. Immediately preserving any potential forensic evidence relating to the Breach, and remedying the Breach as quickly as circumstances permit

- ii. Promptly (within 2 business days) designating a contact person to whom CoFL will direct inquiries, and who will communicate Supplier responses to CoFL inquiries;
- iii. As rapidly as circumstances permit, applying appropriate resources to remedy the Breach condition, investigate, document, restore CoFL service(s) as directed by CoFL, and undertake appropriate response activities;
- iv. Providing status reports to CoFL on Breach response activities, either on a daily basis or a frequency approved by CoFL;
- v. Coordinating all media, law enforcement, or other Breach notifications with CoFL in advance of such notification(s), unless expressly prohibited by law; and
- vi. Ensuring that knowledgeable Supplier staff is available on short notice, if needed, to participate in CoFL-initiated meetings and/or conference calls regarding the Breach.

C. Grounds for Termination. Any Breach may be grounds for immediate termination of the Agreement by CoFL.

D. Assistance in Litigation or Administrative Proceedings. Supplier will make itself and any employees, subcontractors, or agents assisting Supplier in the performance of its obligations available to CoFL at no cost to CoFL to testify as witnesses, or otherwise, in the event of a Breach or other unauthorized disclosure of Non-public Information caused by Supplier that results in litigation, governmental investigations, or administrative proceedings against CoFL, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy or arising out of this Appendix.

ARTICLE 12 – ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Appendix, the prevailing party will be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel will be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

ARTICLE 13 – INDEMNITY

The Agreement includes an Indemnity provision, but for the avoidance of doubt regarding a Breach involving Protected Information, Supplier's indemnification obligations under the Agreement will include the following fees and costs which arise as a result of Supplier's breach of this Appendix, negligent acts or omissions, or willful misconduct: any and all costs associated with notification to individuals or remedial measures offered to individuals, whether or not required by law, including but not limited to costs of notification of individuals, establishment and operation of call center(s), credit monitoring and/or identity restoration services; time of CoFL personnel responding to Breach; fees and costs incurred in litigation; the cost of external investigations; civil or criminal penalties levied against CoFL; civil judgments entered against CoFL; attorney's fees, and court costs.

ARTICLE 14 – ADDITIONAL INSURANCE

In addition to the insurance required under the Agreement, Supplier at its sole cost and expense will obtain, keep in force, and maintain an insurance policy (or policies) that provides coverage for privacy and data security breaches. This specific type of insurance is typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability. In some cases, Professional Liability policies may include some coverage for privacy and/or data breaches. Regardless of the type of policy in place, it needs to include coverage for reasonable costs in investigating and responding to privacy and/or data breaches with the following minimum limits unless CoFL specifies otherwise: \$1,000,000 Each Occurrence and \$5,000,000 Aggregate.

**FIRST AMENDMENT TO APPENDIX – DATA SECURITY AND PRIVACY
SAFEGUARD STANDARD FOR PAYMENT CARD DATA (IF APPLICABLE)**

- A. Supplier agrees that it is responsible for the security of Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms) that it possesses (if any), including the functions relating to storing, processing and transmitting Cardholder Data. In this regard, Supplier represents and warrants that it will implement and maintain certification of Payment Card Industry (“PCI”) compliance standards regarding data security, and that it will undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information and vulnerabilities that would allow malicious software (e.g., viruses and worms) to gain access to or disrupt CoFL Information Resources. These requirements, which are incorporated herein, can be found at https://www.pcisecuritystandards.org/document_library. Supplier agrees to provide at least annually, and from time to time at the written request of CoFL, current evidence (in form and substance reasonably satisfactory to CoFL) of compliance with these data security standards, which has been properly certified by an authority recognized by the payment card industry for that purpose.
- B. In connection with credit card transactions processed for CoFL, Supplier will provide reasonable care and efforts to detect fraudulent payment card activity. In performing the Services, Supplier will comply with all applicable rules and requirements, including security rules and requirements, of CoFL’s financial institutions, including its acquiring bank, the major payment card associations and payment card companies. If during the term of an Agreement with CoFL, Supplier undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify CoFL of such circumstances.
- C. Supplier further represents and warrants that software applications it provides for the purpose of performing Services related to processing payments, particularly credit card payments, are developed in accordance with all applicable PCI standards, and are in compliance with all applicable PCI standards, including but not limited to Payment Application Data Security Standards (PA-DSS), Point to Point Encryption Solution Requirements (P2PE) including approved card readers or Point of Interaction (POI). As verification of this, Supplier agrees to provide at least annually, and from time to time upon written request of CoFL, current evidence (in form and substance reasonably satisfactory to CoFL) that any such application it provides is certified as complying with these standards and agrees to continue to maintain that certification as may be required.
- D. Supplier will immediately notify CoFL if it learns that it is no longer PCI compliant under one of the standards identified above, or if any software applications or encryption solutions are no longer PCI compliant.

ATTACHMENT 1

- A.** Supplier will develop, implement, and maintain a comprehensive Information Security Plan that is written in one or more readily accessible parts and contains administrative, technical, and physical safeguards. The safeguards contained in such program must be consistent with the safeguards for protection of Protected Information and information of a similar character set forth in any state or federal regulations by which the person who owns or licenses such information may be regulated.
- B.** Without limiting the generality of the foregoing, every comprehensive Information Security Plan will include, but not be limited to:
- i. Designating one or more employees to maintain the comprehensive Information Security Plan;
 - ii. Identifying and assessing internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing Protected Information and of CoFL Information Resources, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, including but not limited to:
 - a. Ongoing employee (including temporary and contract employee) training; employee compliance with policies and procedures; and
 - b. Means for detecting and preventing security system failures.
 - iii. Developing security policies for employees relating to the storage, access and transportation of records containing Protected Information outside of business premises.
 - iv. Imposing disciplinary measures for violations of the comprehensive Information Security Plan rules.
 - v. Preventing terminated employees from accessing records containing Protected Information and/or CoFL Information Resources.
 - vi. Overseeing service providers, by:
 - a. Taking reasonable steps to select and retain third-party service providers that are capable of maintaining appropriate security measures to protect such Protected Information and CoFL Information Resources consistent with all applicable laws and regulations; and
 - b. Requiring such third-party service providers by contract to implement and maintain such appropriate security measures for Protected Information.
 - vii. Placing reasonable restrictions upon physical access to records containing Protected Information and CoFL Information Resources and requiring storage of such records and data in locked facilities, storage areas or containers.
 - viii. Restrict physical access to any network or data centers that may have access to Protected Information or CoFL Information Resources.
 - ix. Requiring regular monitoring to ensure that the comprehensive Information Security Plan is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of Protected Information and CoFL Information Resources; and upgrading information safeguards as necessary to limit risks.

- x. Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing Protected Information and of CoFL Information Resources.
- xi. Documenting responsive actions taken in connection with any incident involving a Breach, and mandating post-incident review of events and actions taken, if any, to make changes in business practices relating to protection of Protected Information and CoFL Information Resources.

Computer System Security Requirements

To the extent that Supplier electronically stores or transmits Protected Information or has access to any CoFL Information Resources, it will include in its written, comprehensive Information Security Plan the establishment and maintenance of a security system covering its computers, including any wireless system, that, at a minimum, and to the extent technically feasible, will have the following elements:

- A. Secure user authentication protocols including:**
 - i. Control of user IDs and other identifiers;
 - ii. A secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
 - iii. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
 - iv. Restricting access to active users and active user accounts only; and
 - v. Blocking access to user identification after multiple unsuccessful attempts to gain access or the limitation placed on access for the particular system.
 - vi. Periodic review of user access, access rights and audit of user accounts.
- B. Secure access control measures that:**
 - i. Restrict access to records and files containing Protected Information and systems that may have access to CoFL Information Resources to those who need such information to perform their job duties; and
 - ii. Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, which are reasonably designed to maintain the integrity of the security of the access controls.
- C. Encryption of all transmitted records and files containing Protected Information.**
- D. Adequate security of all networks that connect to CoFL Information Resources or access Protected Information, including wireless networks.**
- E. Reasonable monitoring of systems, for unauthorized use of or access to Protected Information and CoFL Information Resources.**
- F. Encryption of all Protected Information stored on Supplier devices, including laptops or other portable storage devices.**
- G. For files containing Protected Information on a system that is connected to the Internet or that may have access to CoFL Information Resources, reasonably up-to-date firewall, router and switch protection and operating system security patches, reasonably designed to maintain the integrity of the Protected Information.**
- H. Reasonably up-to-date versions of system security agent software, including intrusion detection systems, which must include malware protection and reasonably up-to-date patches**

and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.

- I. Education and training of employees on the proper use of the computer security system and the importance of Protected Information and network security.

With reasonable notice to Supplier, CoFL may require additional security measures which may be identified in additional guidance, contracts, communications or requirements.

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

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

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

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

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

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

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

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

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

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

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

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and

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

1.11 **SCRUTINIZED COMPANIES**

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

1.12 **DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

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

PART II DEFINITIONS/ORDER OF PRECEDENCE:

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

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

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

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

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

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

PART III BIDDING AND AWARD PROCEDURES:

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

3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

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

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

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

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

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

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

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

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE CHIEF PROCUREMENT OFFICER, BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR OF FINANCE WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING URL: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING URL: [https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR)

PART IV BONDS AND INSURANCE:

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

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

4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the

changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.16 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

5.17 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.18 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.19 GOVERNING LAW; VENUE: The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

5.20 PUBLIC RECORDS:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

<u>NAME</u>	<u>RELATIONSHIPS</u>

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

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**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- (a) Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

Print Name and Title

Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Company Name

Name (Printed)

Signature

Date

Title

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**.

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

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

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

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

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

(1)
 Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2)
 Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(3)
 Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4)
 Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5)
 Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6)
 Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:

NAME

SIGNATURE

DATE

E-VERIFY AFFIRMATION STATEMENTRFP/Bid /Contract No:

Project Description:

	5
	6

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

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

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

Contractor/Proposer/ Bidder Company Name: Authorized Company Person's Signature: Authorized Company Person's Title: Date:

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
			-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

BID/PROPOSAL CERTIFICATION

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

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

Company: (Legal Registration) EIN (Optional):
 Address:
 City: State: Zip:
 Telephone No. FAX No. Email:

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

Total Bid Discount (section 1.05 of General Conditions):

Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions): ☐

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

Addendum No	Date Issued	Addendum No	Date Issued	Addendum No	Date Issued

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

5

6

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

Submitted by:

Name (printed)

 Date

Signature

 Title



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

ADDENDUM NO.1

RFP/ ITB No. 12342-805

TITLE: Parking Meter Technology, with Maintenance and Support

ISSUED: January 16, 2020

This addendum is being issued to make the following change(s):

1. Revised Bid Specs uploaded.
See 12342-805 - Parking Meter Technology - V5.docx
2. Revised Exhibit 1 updated.
See Exhibit 1 - Meter Technical Specifications_V4.xlsx

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin, CPPB
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____



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

ADDENDUM NO.2

RFP/ ITB No. 12342-805

TITLE: Parking Meter Technology, with Maintenance and Support

ISSUED: January 24, 2020

This addendum is being issued to make the following change(s):

1) Revised Bid Specs. Section 3.5 added. See 12342-805 - Parking Meter Technology - V6.docx

3.5 The City, in its facilitation of a coordinated parking environment, will require all providers to integrate into its backend software platform of choice. This software platform will perform the following tasks: calculation of parking prices, rates, rules, or restrictions; creation and management of parking zones (including, without limitation zone numbers, locations, and associated rates, rules, and/or restrictions); provision of reporting on parking session activity in a back office tool; processing credit card transactions; and transmitting data to parking enforcement systems. Proposers must integrate with City-specified API endpoints for these operations, including the reconciliation of funds with the City, and as a result, the City will not use or purchase any of the foregoing functionality from any Participant. This ensures that the City will have the capability to manage all provider technology through a single centralized interface with the City. Successful respondents will be required to process payments through WorldPay, and all funds will be deposited in a merchant account designated by the City. Therefore, the successful respondent will be required to have their hardware certified to be compliant with World Pay for gateway services and merchant processing services.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin, CPPB
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Question and Answers for Bid #12342-805 - Parking Meter Technology, with Maintenance and Support

Overall Bid Questions

Question 1

Section 2.34, Contract Period – The contract term is for four years with two, two year options (eight total years). Section 3.3, Equipment Warranty/Extended Maintenance, requests a two-year initial warranty with an optional, annual extended warranty for Years 3-7. Does the City want an extended warranty period for Year 8?

(Submitted: Jan 15, 2020 4:18:58 PM EST)

Answer

- Yes. See addendum with updated document. (Answered: Jan 16, 2020 3:50:28 PM EST)

Question 2

Section 3.3, Equipment Warranty/Extended Maintenance – The initial two-year warranty period is for parts, material and labor. The extended warranty option requests on-site maintenance/software support. Does the City really want the vendor to price on-site support for the extended warranty period?

(Submitted: Jan 15, 2020 4:19:14 PM EST)

Answer

- Yes (Answered: Jan 16, 2020 3:50:28 PM EST)

Question 3

Section 4.2, Contents of the Proposal – The City prefers a page-length of no more than 75 double-sided pages. Please confirm this limit doesn't apply to required attachments (e.g., Required Forms, Standard Maintenance Agreement, sample Certificate of Insurance, etc.) (Submitted: Jan 15, 2020 4:19:37 PM EST)

Answer

- The 75 double-sided pages are for the proposals and does not apply to the required forms. (Answered: Jan 16, 2020 3:50:28 PM EST)

Question 4

Section VI, Cost Proposal Pages – There are Cost Proposal pages for Single Space, Multi-space (Pay-by-Plate), and Multi-space (Pay-by-Space). Elsewhere in Exhibit 1, Meter Technical Specifications, there is a worksheet for Dual Space meters. Is the City interested in receiving pricing for Dual Space meters? If so, can you please provide a Cost Proposal for the Dual Space meters? (Submitted: Jan 15, 2020 4:19:59 PM EST)

Answer

- Cost Proposal for Dual Space meter has been added. See addendum with updated document. (Answered: Jan 16, 2020 3:50:28 PM EST)

Question 5

Section VI, Cost Proposal Page – Single Space – Item #1 requests pricing to include twelve (12) sets of maintenance keys and three (3) sets of collection keys. This RFP does not request meter housings. Please confirm that housings and keys should not be included in this item. (Submitted: Jan 15, 2020 4:20:16 PM EST)

Answer

- Meter housing and keys are not part of the RFP. (Answered: Jan 16, 2020 3:50:28 PM EST)

Question 6

Exhibit 1, Meter Technical Specifications – Single Space Meters:

Requirement 1.2 requests an explanation of converting meters from Pay-and-Display, Pay-By-Space, and Pay-by-Plate. Please confirm this requirement is a carry-over from the Pay Station requirements and doesn't apply for Single Space meters.

Requirement 6.11 requests information about clearing jammed bills. Please confirm this requirement is a carry-over from the Pay Station requirements and doesn't apply for Single Space meters.

Requirement 18.1 requires Vendors to meet the attached records retention schedule of the City

and County of Denver. Should this requirement be deleted or can you provide the retention schedule for the City of Ft. Lauderdale? (Submitted: Jan 15, 2020 4:21:23 PM EST)

Answer

- Requirement 1.2: There may be vendors that offer the option for single space meters. If this is not an option for any vendor for their single space meters, they can explain in the appropriate columns.

Requirement 6.11: If single space meters do not accept bills, clearing bill jams will not apply.

Requirement 18.1: See addendum with updated document. (Answered: Jan 16, 2020 3:50:28 PM EST)

Question 7

Exhibit 1, Meter Technical Specifications "Dual Space Meters:

Requirement 1.2 requests an explanation of converting meters from Pay-and-Display, Pay-By-Space, and Pay-by-Plate. Please confirm this requirement is a carry-over from the Pay Station requirements and doesn't apply for Dual Space meters.

Requirement 18.1 requires Vendors to meet the "attached" records retention schedule of the "City and County of Denver". Should this requirement be deleted or can you provide the retention schedule for the City of Ft. Lauderdale? (Submitted: Jan 15, 2020 4:21:51 PM EST)

Answer

- Requirement 1.2: There may be vendors that offer the option for single space meters. If this is not an option for any vendor for their dual space meters, they can explain in the appropriate columns.

Requirement 18.1: See addendum with updated document. (Answered: Jan 16, 2020 3:50:28 PM EST)



IPS Sales Quote



7737 Kenamar Court,
San Diego, CA 92121

Date	Quote #	Customer	Sub-Contractor
08/09/2021	IPS-2021-080995310	Ft. Lauderdale, FL (205)	None

Name / Address	Ship To
Dania Beach FL 100 w dania beach dania beach, FL 33004	Dania Beach FL 100 w dania beach dania beach, FL 33004

Rep	P.O. No.	Terms	FOB	Contract
JC		Net 30	San Diego	

Item	Description	Qty	Price	Total
967-058-3	MS3 Version 2.5 Multi-Space Pay Station - Pay by Plate with BNA - EMV /Contactless Card Reader (US Currency)	11	\$8,000.00	\$88,000.00
767-296	MS1/MS3 Standard Mounting Plinth	11	\$00.00	\$00.00
767-295	MS1/MS3 Standard Mounting Pedestal	11	\$00.00	\$00.00
767-089	MS1/MS3 Installation Hardware	11	\$00.00	\$00.00
1 additional year (2 years total) Warranty	1 additional year (2 years total) Warranty	11	\$395.00	\$4,345.00
Installation	On-site Services (2 Technician(s) - 2 Days)	1	\$3,800.00	\$3,800.00
N/A	Card Decals : VISA,MASTER	1	\$00.00	\$00.00



IPS Sales Quote



7737 Kenamar Court,
San Diego, CA 92121

Date	Quote #	Customer	Sub-Contractor
08/09/2021	IPS-2021-080995310	Ft. Lauderdale, FL (205)	None

Name / Address	Ship To
Dania Beach FL 100 w dania beach dania beach, FL 33004	Dania Beach FL 100 w dania beach dania beach, FL 33004

		Rep	P.O. No.	Terms	FOB	Contract
		JC		Net 30	San Diego	
Item	Description	Qty		Price		Total
Notes-Freight	+ FREIGHT CHARGES (FEDEX_FREIGHT_PRIORITY)	1		\$4,592.24		\$4,592.24

Remarks:	Monthly fee \$55 per meter per month for 4g communications and DMS	Subtotal	\$100,737.24
		Sales Tax (7.000%)	\$00.00
		Grand Total	\$100,737.24

TERMS AND CONDITIONS:

1. Quote is stated in USD. Shipping and sales tax charges may apply.
2. Orders will not be submitted until a Purchase Order has been issued or a signed copy of the quote is received by IPS Group, Inc. If your company uses a blanket purchase order, please write the number in the 'P.O. No.' box near the top of the quote.
3. A signed copy of this quote must be returned to your sales representative for further processing. Notification will be sent once the order is submitted for processing.
4. This quote expires 90 days after the date it was issued.
5. Additional installation services required will be charged \$950/day per technician.
6. Training and Commissioning will be \$1000 minimum on a new installation if applicable.
7. if you have any questions, or require further assistance please contact customer support by submitting your questions to the email address below.

Phone #	Fax #	E-mail
858-568-7648	858-408-7839	customersupport@ipsgroupinc.com

Signature _____

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)		
ADOPT RESOLUTION ADOPTING AN AMENDED BEACH PARKING FEE SCHEDULE		

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

Fiscal Impact/Cost Summary

Exhibits Attached
CM New Parking Rates, R-2021- Beach Parking Amended Fee Schedule



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT**

MEMORANDUM

DATE: October 12, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Deputy City Manager
Eleanor Norena, CFM, Director

SUBJECT: Parking Rates, Ticketing System and Pay-by App Feature for Beach Parking

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou=City Manager, email=c.sosa@danibeachfl.gov, c=US
Date: 2021.10.07 08:44:36 -0400

Eleanor Norena
Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=Community Development, ou, email=enorena@danibeachfl.gov, c=US
Date: 2021.10.07 08:38:34 -0400

Request

The Community Development Department is proposing to increase beach parking rates and integrate a new pay-by-app feature for the efficient collection of beach parking fees.

Background

The Department is in the process of replacing the existing parking meters at the beach with new meters and upgraded technology to provide a better experience for the patrons of our beach. Staff recently surveyed beach parking rates at neighboring municipal beaches to analyze the current market rate. Below is the summary of findings:

City	Current Parking Rate
Dania Beach	\$2.00 every day
Lauderdale-By-The-Sea	\$2.25 every day (will be increasing to \$3.00)
Pompano Beach	\$2.50 Mon – Thurs, \$3.25 Fri-Sun, \$4.00 Holidays
Hollywood	\$3.00 Mon-Thurs, \$4.00 Fri-Sun & Holidays
Miami Beach	\$4.00 every day
Fort Lauderdale	\$4.00 every day

In order to provide a market adjusted rate that will adequately update our beach parking rates, it is recommended that the City increase the hourly beach parking rate from \$2.00 per hour to \$3.00 per hour. This parking rate increase is estimated to increase parking revenues by an additional \$547,176 per year. This recommendation does not include any revisions to the existing resident parking fee of \$45.00 plus tax per year, which has remained the same rate since 2008.

The Department also researched Pay-by-App features used at neighboring jurisdictions maniple beaches. Below is a summary of our findings:

Pay by App	City	Cost to user:
Passport	Pompano Beach, Dania Beach	\$0.20 per transition
Park Mobile	Hollywood, Miami Beach	\$0.30 per transition
Pay by Phone	Fort Lauderdale, LBTS	\$0.15 per transaction

The most used application is “Pay-by-Phone” even when giving the user the option for multiple app services the public seems to favor this system and is the cheapest cost per transaction. Staff is recommending replacing the current Pay-by-App feature from “Passport” to “Pay-by -Phone” as this application is used nationwide and was originated out of Canada, therefor even our Canadian residents will be familiar with this app.

Finally, the Department researched parking ticketing systems used in neighboring jurisdictions and their associated costs. Below is our findings:

Ticketing System	City	Cost for Service
Passport	Dania Beach, Pompano Beach	\$3.00 per ticket & \$20 per late fee (All costs passed on to user)
T2	FTL, Delray Beach, Boca Raton	\$12,000 per year plus \$2,770 for training and set-up
IPS	West Palm Beach	\$19,800 per year plus \$1.50 per ticket

The Department is recommending to continue utilizing “Passport” for our ticketing services, as they are the most cost efficient for the City as all ticketing fees are applied to the user.

Budgetary Impact

It is estimated that an updated beach parking fee would increase parking revenues by an additional \$547,176 per year @ \$1.00 per hour increase. This recommendation does not include any revisions to the existing resident parking fee of \$45.00 plus tax per year.

Recommendation

The Department is recommending to approve the new parking rates and new Pay-by-App feature.

RESOLUTION NO. 2021-152

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING AN AMENDED BEACH PARKING FEE SCHEDULE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Development Department (the “Department”) staff has evaluated existing parking fees to determine whether revisions to the fee schedule should be recommended to the City Commission; and

WHEREAS, through its analysis, the Department has determined that updates should be made to the current parking fee schedule in order to remain consistent with the fees charged by surrounding municipalities with comparable facilities and services; and

WHEREAS, the proposed Amended Fee Schedule (the “Fee Schedule”) will ensure that the beach parking operation is financially sustainable and sufficient to provide for all operating and capital improvement expenditures; and

WHEREAS, the proposed Fee Schedule is reasonable and is attached as Exhibit “A” and is incorporated into this Resolution by this reference and the City Commission deems it to be in the best interest of the City to adopt the Fee Schedule;

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

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

Section 2. That the City Commission adopts the Fee Schedule as shown in Exhibit “A”, which is attached and made a part of this Resolution by this reference.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on October 12, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT “A”

SECTION 6-33, CITY CODE OF ORDINANCES

SCHEDULE OF PARKING FEES

(a) Beach Parking Fees

Beach Hourly Parking Rate (or any portion of an hour)	\$2.00 <u>3.00</u> per hour
Resident Beach Parking Permit (in-state registration under age 65)	\$45.00 per year plus sales tax
Resident Beach Parking Permit (out-of-state registration under age 65)	\$75.00 per year plus sales tax
Resident Beach Parking Permit (in-state registration age 65 or more)	\$25.00 per year plus sales tax
Resident Beach Parking Permit (out-of-state registration age 65 or more with proof of ownership)	\$25.00 per year plus sales tax

The City Manager is authorized to adjust the hourly charge, due to special events, weekends, holidays, seasonal demand or any or all of the foregoing, by an amount of up to an additional one dollar (\$1.00) for each hour or fraction of an hour of parking time. Beach parking permits are issued annually to correspond with the City’s fiscal year and shall not be prorated for any fraction of a year.

(b) Resident: A “resident” is defined to mean a person who lives in the City and who submits the following documentation:

1. A current Florida motor vehicle registration or copy of current existing fully executed lease agreement for a vehicle registered in Florida to verify the applicant’s name. If the vehicle is registered to a business name, proof of ownership must be submitted to verify the applicant’s name as directly related to the business;
2. A current utility bill or voter’s registration card in the same name of applicant as the vehicle registration or lease agreement showing a Dania Beach address;
3. The applicant must present and provide proof of identity to the City; and
4. Any resident claiming senior status must further demonstrate to the City the following:
 - a) That his or her age is sixty-five (65) or more;
 - b) Proof of ownership of property in the City if presenting an out-of-state registration; and
 - c) A current utility bill or voter’s registration in the same name of the applicant as the vehicle registration or lease agreement.

(c) Business: To qualify for business parking in the parking garage, the applicant must be an employee or owner of a business establishment with a current valid City business tax receipt issued to such business which business is located within 900 yards of the City garage. Such owner or employee shall submit the following documentation:

1. Proof of employment by a downtown business meeting the above criteria;
2. Current motor vehicle registration or copy of fully executed lease agreement to verify the applicant's name; and
3. Current valid driver's license.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE CITY COMMISSION TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH EVE A. BOUTSIS AS CITY ATTORNEY

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

R-2021- City Attorney Contract (Boutsis), Resume - Eve A. Boutsis, Settlements Prepared by Eve Boutsis, Copy of Legal Expenditures FY2018-2021, City Attorney Salaries Per Governmentsalaries.gov

RESOLUTION NO. 2021-153

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY COMMISSION TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH EVE A. BOUTSIS AS CITY ATTORNEY; 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. In accordance with the City of Dania Beach Charter, Part I – Charter and Related Laws, Part III – Administrative Officers and Departments, Article 5 – City Attorney, Section 1. – Appointment and qualifications, the City Commission wishes to enter into an employment agreement with Eve A. Boutsis, a copy of which Agreement is attached to this Resolution.

Section 2. That the parties are authorized to make minor revisions to the provisions of the Agreement as deemed to be necessary and in the best interest of the City, should the need arise due to any negotiations and agreement of the parties.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on October 12, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is made and entered into on _____, 2021, between the City of Dania Beach (the “City”) and Eve Boutsis, the City Attorney (the “Attorney”).

TERMS

1. Employment. The City employs the Employee as its City Attorney under the following terms and conditions.

2. Term.

2.1 This Agreement shall have a term of three (3) years commencing on the date of separation of the current City Attorney, Tom Ansbro, or January 4, 2022, whichever date is earlier (the “Commencement Date”) and ending on January 3, 2025, unless earlier terminated as provided in this Agreement.

2.2 No later than ninety (90) days prior to expiration of this Agreement, unless this Agreement is terminated earlier as provided in this Agreement, the City Commission (“Commission”) shall notify the Attorney of its intention to either enter into a new agreement or to allow this Agreement to expire. If the Commission intends to let this Agreement expire, the Attorney may resign from her position with two (2) weeks’ prior written notice and shall be entitled to receive any accrued unused annual leave, sick leave and personal days. In the event this Agreement expires due to the Commission’s failure to act and Attorney is ready, willing and able to continue with her employment as Attorney, the Commission agrees to continue providing the Attorney with her regular bi-weekly salary and benefits as provided in this Agreement, until otherwise notified by the Commission.

3. Duties.

The Attorney shall perform the duties and exercise the powers of City Attorney as prescribed by state law and as provided in the City Charter, including but not limited to the following:

3.1 Be responsible for the appointment, supervision and removal of employees within the Office of the City Attorney;

3.2 Provide legal advice to all departments, boards or agencies;

3.3 Review and revise all resolutions, contracts, agreements, leases, and other legal documents;

3.4 Attend all Commission meetings except when excused by the Commission and shall participate in discussion but not have the right to vote;

3.5 Provide guidance to the Mayor and City Commission as it relates to state laws,

ethics, and all other applicable rules and regulations affecting the elected officials and the City, at large;

3.6 See that all laws, provisions of the Charter and acts of the Commission, subject to enforcement and administration by her or by officers subject to her direction and supervision, are faithfully executed;

3.7 Prepare and submit to the Commission a proposed annual budget for the office of the City Attorney;

3.8 Prepare such other reports as the Commission may require concerning the legal issues facing the operation of City departments, offices, boards and agencies;

3.9 Keep the Commission fully advised as to the financial condition and future needs of the City and make such recommendations to the Commission concerning the affairs of the City as she deems to be in the best interests of the City;

3.10 Before any ordinance so proposed shall be submitted to the City Commission, it shall be first approved as to its form by the Attorney whose duty it shall be to draft such proposed ordinance in proper legal language, if called upon so to do, and to render such other service to persons desiring to propose such ordinance as shall be necessary to make the same proper for consideration by the City Commission;

3.11 The Attorney, or her designee, shall present the City's case at formal hearings and shall have prosecutorial discretion, including, but not limited to, the right to negotiate a plea with a violator and present that plea to the magistrate for approval, to recommend the disposition of a case to the magistrate, and to decline to prosecute a case, similar to the discretion exercised by the state attorney in criminal cases. In no case shall the Attorney, or her designee, serve as attorney for the magistrate and at the same time present the city's cases to the magistrate.

3.12 The Attorney shall be required to take such legal steps as may be necessary to enforce the terms and conditions imposed in favor of the city or its inhabitants in any public utility franchise are faithfully kept and performed.

3.13 Review and revise contracts, deeds and other documents to ensure that the City is in the best position possible, as authorized by the Commission; and

3.14 Perform such other duties as are specified in the Charter and as may be required by the Commission.

4. **Hours of Work.** The Attorney agrees to remain in the exclusive full-time employment of the City and shall not accept any other employment during the term of this Agreement. The Attorney further agrees to devote that amount of time and energy which is reasonably necessary for the Attorney to faithfully perform her duties under this Agreement. Notwithstanding the foregoing, with the prior consent of the Commission, the Attorney, from time to time, may engage in teaching opportunities so

long as such opportunities are not for compensation and do not conflict with or affect her ability to perform her duties under this Agreement.

5. Compensation.

5.1 Salary. The annual salary of the Attorney shall be Two Hundred Thousand Dollars (\$200,000.00), which shall be payable in installments at the same time and manner as other employees of the City are paid. Any increase in the annual base salary other than as provided in Section 5.2 shall be in the sole discretion of the City Commission, and only after the annual performance evaluations provided for under Section 6 of this Agreement.

5.2 Annual Salary Adjustments. The Attorney's salary shall be adjusted annually at the beginning of each fiscal year at the same time and manner as other employees during the term of this Agreement.

5.3 The Attorney will receive a monthly expense allowance consistent with that paid to the City Manager and other Department Heads, to be paid in the same manner as Department Directors.

5.4 The Attorney's salary will be increased to reflect an annual cost of living adjustment at the same rate and effective time as the cost of living adjustment that is next provided to AFSCME bargaining unit employees.

6. Performance Evaluation.

6.1 An evaluation of the Attorney shall be conducted annually each March (consistent with the time period, evaluation period for the City Manager) in advance of the adoption of the annual operating budget. Any such review and evaluation shall be conducted in accordance with criteria developed by the Commission. Criteria may be added or deleted as the Commission may from time to time decide. If any such evaluation is not conducted, the Attorney will still receive the salary adjustment specified in Paragraph 5.2, above.

6.2 Subsequent to each evaluation of Attorney's performance, but prior to the beginning of each fiscal year, the Commission may (in consultation with the Attorney) define such goals and performance objectives, in writing, which they determine necessary for the proper operation of the office.

7. Automobile and Electronics.

7.1 The City shall provide the Attorney with an automobile allowance of six hundred dollars (\$600.00) per month (\$7,200.00) annually) to be paid on a bi-weekly pay period at the same time and in the same manner as other employees, which is intended to cover the Attorney's automobile related expenses during her employment as City Attorney.

7.2 The City shall provide the City Attorney with a monthly cellphone and data stipend (City Attorney shall use her personal cell phone but will receive a stipend towards the phone and data usage) of

one hundred twenty five dollars per month (\$1,500.00 annually) to be paid on a bi-weekly pay period basis at the same time and in the same manner as other employees and such devices shall be connected to the City's computer network.

8. Insurance. The City shall provide the Attorney with comprehensive medical, vision, and dental insurance, and life insurance, and to participate in those plans in the same manner and amounts are to be paid as are provided to Department Heads of the City. The Attorney shall select such coverage from the insurance plan provided to all City employees. The City also shall provide the Attorney with life insurance and long-term disability insurance coverage in the same manner and amounts as provided by the City to other general employees of the City and pay the related cost of the premiums.

9. Retirement Benefits. The Attorney shall be enrolled by the City in the Florida Retirement System's ("FRS") Senior Management Service Class and the City shall be responsible for paying the mandatory City Employer contributions into FRS for the Senior Management Service Class. In addition, the City will pay one and one half percent (1.5%) of the required three percent (3) employee contribution to the plan on behalf of the City Attorney. The Attorney will pay the remaining one and one half percent (1.5%) of the employee contribution. The City Attorney will be entitled to participate in the City's 457 Deferred Compensation plan at the same level of benefits afforded to all other City employees. The election to participate must be made at the time of hire and the Attorney will be required to contribute the required Employee Contribution in order to receive the City match which is currently a maximum of 1.8% of pay.

10. Annual Leave, Sick Leave and Personal Days. The Attorney shall be entitled to the following annual leave:

- 10.1 Twenty-one (21) days of annual vacation leave.
- 10.2 Twelve (12) days of annual sick leave.
- 10.3 Four (4) days of annual personal leave.
- 10.4 8 hours of safety day.

Upon date of hire the Attorney will be immediately credited with ten (10) days of vacation leave, six (6) days of sick leave, and two (2) personal days. Thereafter, vacation leave shall immediately begin to accrue at the rate of 6.15 hours per pay period and sick leave will accrue at the rate of eight (8) hours per month in the same manner as is applicable to all other City employees. The four (4) personal days will be granted and effective with the first payroll after January 1st of each year beginning January 1, 2022.

11. Termination by City and Severance Pay.

11.1 In accordance with the Charter, the Attorney shall serve at the pleasure of the Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Commission to terminate the services of the Attorney at any time during a regular or special City Commission meeting.

11.2 In the event the Commission wishes to terminate the Attorney without cause,

within the first year of her employment, the Attorney shall receive a lump sum severance pay equal to ten (10) weeks of her regular base salary at the time of termination. Such severance is authorized by Florida law. A vote by the Commission to terminate without cause requires at least a four fifths (4/5) vote. The City shall also continue to pay the premiums for the Attorney's medical, vision, and dental insurance for ten (10) weeks after the effective date of her termination. If the Attorney is terminated without cause during the second or third year of employment, the Attorney shall receive a lump sum severance salary equal to twenty (20) weeks of her regular base salary and shall continue to pay the premiums for twenty (20) weeks of paid medical, dental and vision insurance after the effective date of her termination. The Attorney shall be entitled to receive payment of any accrued unused vacation leave, sick leave and personal days. The City's obligation to pay for medical, vision and dental insurance shall cease upon Attorney's ability to participate in another group plan offered by any subsequent employer. The City shall not provide the Attorney with any other benefit or reimbursement (except as specifically set forth in this paragraph) beyond the date of her termination. All severance payments (excluding the continuation of medical, vision, and dental insurance benefits) shall be paid to the Attorney in a lump sum upon her next regular pay period after termination. Upon payment of the severance payment specified in this Section 11.2, and the medical, vision and dental insurance, and life insurance benefits provided for in this Agreement, the City shall have no further contractual financial obligations to the Attorney. The severance payment shall constitute stipulated and liquidated damages and the maximum amount of financial liability for which the City may be liable in the event of termination for breach of contract. Termination by the Commission under this Section or any other provisions of this Agreement shall not cause the Attorney to forfeit any vested benefits under the Defined Contribution Plan.

11.3 In the event the Attorney is terminated for misconduct as defined in Section 443.036(30), Florida Statutes, the City shall have no obligation to pay the Attorney any compensation, severance pay, medical, vision, and dental insurance or other benefits under this Agreement, including any unused accrued vacation leave, sick leave and personal days. Misconduct includes but is not limited to: (i) gross negligence in the performance of her duties; (ii) conviction of a felony; (iii) gross insubordination; (iv) willful neglect of duty; or (v) adjudicated violation of the Florida Code of Ethics for Public Officers and Employees, the Broward Conflict of Interest and Code of Ethics, the City Charter, or the City's Code of Ordinances.

11.4 If the Attorney is unable to perform her duties as specified in Section 3 of this Agreement for a period of thirty (30) consecutive days or sixty (60) non-consecutive days during any one-year period for any reason other than approved Family Medical Leave Act ("FMLA") absence, the Commission may terminate this Agreement. If the Attorney takes FMLA-approved leave and exhausts her statutorily protected FMLA-approved leave in any one-year period, the Commission may terminate this Agreement. If this Agreement is terminated under this Section, the Attorney shall not be entitled to severance pay or any other benefits under the terms of this Agreement except for payment of accrued unused leave (vacation, sick and personal leave).

12. Termination of Agreement by Attorney.

12.1 In the event that the Attorney resigns during the term of this Agreement, the

Attorney shall provide the City with ninety (90) days' advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by the Attorney under this Section, the Attorney shall not be entitled to receive any severance or medical, vision or dental insurance benefits; however, she shall be entitled to receive payment of any accrued unused vacation leave, sick leave and personal days.

12.2 In the event that the Attorney resigns with less than ninety (90) days' advance written notice, the City Commission may elect to terminate the Attorney immediately or allow the Attorney to continue to serve until the date specified in the Attorney's resignation. In the event of a resignation or termination under this paragraph, notwithstanding any other provisions of this Agreement, the Attorney shall not be entitled to receive any compensation, severance payment, any accrued unused vacation leave, sick leave, and personal days unless the City Commission authorizes payment of same.

13. Professional Development.

13.1 Subject to City policy and state law, the City agrees to pay the reasonable professional dues and subscriptions of the Attorney necessary for her continuation and participation as a member in national, regional, state and local professional associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the City. The Attorney shall not hold office in any local, state, regional or national professional association or organization without prior written approval of the Commission.

13.2 Subject to City policy and state law, the City agrees to pay the travel and reasonable per diem expenses of the Attorney for travel to one national and one state association conferences per year. The Attorney may, with the advance written approval of the City Commission, attend additional national or state conferences, or both.

14. Notice. Notices pursuant to this Agreement shall be given by hand delivery or by certified mail through United States Postal Service delivery, addressed as follows:

City: Mayor and Members of the City Commission
City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004

City Attorney: Eve Boutsis, City Attorney
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

15. Real Estate Investments Prohibited. Without the Commission's written approval, the Attorney shall not directly or indirectly invest in real estate within the City, except for her primary residence.

16. Other Terms and Conditions.

16.1 If any provision, or any portion of a provision contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or any portion of it, shall not be affected and shall remain in full force and effect.

16.2 The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

16.3 The rights and obligations in this Agreement are personal in nature and cannot be transferred by the Attorney.

16.4 This Agreement contains the entire agreement of the parties. It shall not be changed or amended unless by an amendment in writing signed by the parties.

16.5 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.

16.6 This Agreement shall be governed by Florida law and any litigation which may arise from this Agreement shall be filed and litigated in Broward County, Florida. The parties waive the right to a jury trial.

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement, in duplicate, on the day and year first written above.

ATTEST:

**CITY:
CITY OF DANIA BEACH, FLORIDA
a Florida Municipal Corporation**

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

Dated: _____, 2021.

APPROVED FOR FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

CITY ATTORNEY:

Signature

EVE A. BOUTSIS

PRINT Name

DATE

Signature

PRINT Name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2021, by Eve A. Boutsis, who is personally known to me or has produced identification _____.

My Commission Expires:

Notary Public, State of Florida

Print Name

EVE A. BOUTSIS

612 Sevilla Avenue, Coral Gables, Florida 33134 ♦ 305-978-6960 ♦ eboutsis@gmail.com

PROFESSIONAL EXPERIENCE:

AKERMAN

Special Council (July 2019 to present)

CITY OF MIAMI BEACH

OFFICE OF CITY ATTORNEY

Chief Deputy City Attorney (October 2016 - February 2019)

Deputy City Attorney (June 2014 - September 2016)

- Oversight and co-management of 13 lawyer, 8 staff person, in-house law office for the City of Miami Beach.
- Counsel to all City land use boards.
- Counsel to the Land Use and Development Subcommittee of the Mayor and City Commission.
- Advisor to the Mayor and City Commission on various aspects of the governmental law including Sunshine Law and City, County and State ethics laws; land use, telecommunications work force and affordable housing, FHA and ADA law; sea level rise and resiliency; procurement and financing, including for City projects.
- Advised City departments regarding state and federal procurement law and processes.
- Negotiated and drafted development and procurement agreements.
- Assisted the Mayor and City Commission in designating new local historic districts.
- Served as lead counsel on land use appellate matters, original actions relating to defense of the City Charter, challenges to charter ballot questions and a Section 1983 discrimination suit.
- Provided in-house training to the Mayor and City Commission, land use board members and departments on procurement, gifts, ethics, lobbying, Robert's Rules, Sunshine Law and quasi-judicial proceedings. Provided training on fair housing, discrimination laws and ADA.
- Directed outside counsel on environmental and various civil litigation matters.

♦ FIGUEREDO & BOUTSIS, P.A.

Managing Partner (May 2009 - May 2014)

♦ NAGIN GALLOP & FIGUEREDO, P.A.

Partner (May 2004 - April 2009)

Associate (June 1997 - April 2004)

- Managing partner of a local, minority-owned firm that provided advice, advocacy and proactive problem solving, with an emphasis on local government law, transactional law, land use, environmental law, administrative law, and trial and appellate representation for public entities.
- Village of Palmetto Bay, Village Attorney (July 2004 - October 2013).
- Village of Palmetto Bay, Deputy Village Attorney (October 2001 - June 2004).
- Village of Biscayne Park, Co-Village Attorney with John Hearn (May 2010 - May 2014).
- Housing Authority of the City of Miami Beach (HACMB), General Counsel (February 2002 - May 2014).
- Coastal Corridor Property Assessment Clean Energy District, District Attorney (October 2013 - May 2014).
- Miami-Dade County, Hearing Officer (July 2013 - May 2014).
- Town of Medley, Red Light Camera Magistrate (March 2013 - May 2014).
- Town of Medley, Code Compliance Magistrate (March 2013 - May 2014).
- City of Doral, Special Master (September 2009 - May 2014).
- Village of Palmetto Bay, Outside Counsel to the Village Attorney (Dexter Lehtinen) relating to pending zoning litigation: *Palmer Trinity v. the Village of Palmetto Bay* (November 2013 - May 2014).
- City of South Miami, Deputy City Attorney (1997 - 2009).
- South Miami Community Redevelopment Agency, General Counsel (2000 - 2009).
- City of Pompano Beach, Special Litigation Counsel (2004 - 2005).
- City of North Bay Village, Deputy City Attorney (2001 - 2003).
- Village of Miami Shores, Special Counsel on environmental compliance (2002 - 2003).
- Village of Pinecrest, Special Litigation Counsel on challenge to the State Department of Agriculture's implementation of the Citrus Canker Eradication Program (2002 - 2003).

- City of South Miami, Special Litigation Counsel on challenge to the State Department of Agriculture's implementation of the Citrus Canker Eradication Program] (2002 - 2003).
- City of South Miami, Counsel to the Planning Board (2000 - 2009).
- City of South Miami, Counsel to the Code Compliance Board (1998 - 2009).
- Miami-Dade County Commission on Ethics and Public Trust, special appellate litigation counsel (1998 - 2004).

GARCIA, MARTINEZ & DOMINGUEZ, P.A.

Associate (September 1996 - May 1997)

- Provided general litigation counsel services to clients in divorce, child custody, and personal injury matters.
- Served as deputy general counsel to the Hispanic Association of Correctional Officers (HACO).

EDUCATION:

University of Miami (J.D. 1995)

Eckerd College (B.A. 1991)

BAR MEMBERSHIP:

Florida Bar (1996)

New York Bar (2000)

US District Court, Southern District of Florida (2001)

LANGUAGES:

Greek and Spanish.

HONORS AND SPEAKING ENGAGEMENTS:

2018 Lecturer at the Dade League of Cities, Best Practices Conference, topic: Affordable and Workforce Housing.

2016 Miami Today, "Celebrate the Best of Miami," honored as a "Star in Government," (Week of Thursday June 13, 2016).

2007 Honored by the American Society for Public Administration for Work as a City Attorney.

2007 Guest Lecturer at the University of Miami, School of law, lectured on the position of city attorney.

2004 Guest Lecturer at Florida International University relating to public administration.

2001 Florida International University, Women in Law Seminar, lectured on discrimination procedures and litigation.

REFERENCES:

City of Miami Beach Commissioner John Aleman

City of Miami Beach Commissioner Joy Malakoff

City of Miami Beach Commissioner Ricky Arriola

City of Miami Beach City Manager Jimmy Morales

City of Doral City Attorney Luis R. Figueredo

City of Sunrise City Attorney John Hearn

Housing Authority of the City of Miami Beach, Executive Director Miguell Del Campillo

Village of Palmetto Bay Former City Manager Ron E. Williams

Village of Palmetto Bay and City of South Miami Former City Manager Charles D. Scurr

City of South Miami City Manager W. Ajibola Balgon (current City Manager of the City of West Park)

Town of Cutler Bay City Manager Rafael Casals (former City Manager City of North Bay Village)

Raoul Cantero, White & Case LLP

Settlements Prepared by Eve Boutsis

PROPERTY OWNER

SETTLEMENT AMOUNT PAID TO CITY

Ewing	\$20,000.00
Igan -	\$2,000.00
Hatanian -	\$2,500.00
Fulani	\$5,600.00
Michaels	\$4,600.00
Galsky	\$11,300.00
Galsky	\$3,100.00
Galsky	\$3,600.00
Sharaby	\$10,100.00
Sharaby	\$27,100.00
Reconor	\$2,500.00
Calzaretta	\$3,200.00
Rudnicki	\$25,000.00
Southeast Properties	\$42,961.00
4880 SW 28	\$10,000.00
3851 Stirling Holdings LLP	<u>\$27,000.00</u>
TOTAL	\$200,561.00

Vendor	2018-2019	2019-2020	2020-2021	Total
CARLTON FIELDS, P.A.	2,842	1,845	3,744	8,430
GOREN, CHEROF, DOODY & EZROL, PA	50,328	34,093	41,012	125,433
ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC	27,763	47,034	107,847	182,644
RYAN & RYAN, LLC	161,281	49,107	-	210,388
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.	121,407	76,116	24,721	222,244
	<u>363,620</u>	<u>208,194</u>	<u>177,325</u>	<u>749,139</u>

City of Dania Beach
Accounts Payable Invoice Report 2018-2021



Accounts Payable Invoice Re

Invoice Date Range 10/01/18 - 0
Report By Vendor -
Summar

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice #
Vendor 10948 - CARLTON FIELDS, P.A.									
1010114	Legal Services - Airport	Paid by Check #152646		05/06/2019	06/06/2019	06/30/2019		07/11/2019	
1068258	Legal Services - Part 150 Study	Paid by EFT #40301		10/09/2020	10/16/2020	09/30/2020		10/16/2020	
1084721	Part 150 Study	Paid by EFT #41747		12/08/2020	02/05/2021	01/31/2021		01/28/2021	
1088545	Part 150 Study	Paid by EFT #41747		01/12/2021	02/05/2021	01/31/2021		01/28/2021	
Vendor 10948 - CARLTON FIELDS, P.A. Totals						Invoices	4		
Vendor 2528 - GOREN, CHEROF, DOODY & EZROL, PA									
22513	Legal Services - Labor	Paid by Check #152004		11/02/2018	03/25/2019	01/31/2019		03/14/2019	
23432	Legal Services - Labor	Paid by Check #151759		01/03/2019	02/03/2019	12/31/2018		01/24/2019	
23781	Legal Services - Labor	Paid by Check #151898		02/04/2019	03/04/2019	01/31/2019		02/21/2019	
24310	Legal Services - Labor	Paid by Check #152068		03/04/2019	04/04/2019	02/28/2019		03/28/2019	
24733	Legal Services - Labor	Paid by Check #152214		04/02/2019	05/02/2019	03/31/2019		04/25/2019	
25336	Legal Services - Labor	Paid by Check #152389		05/02/2019	06/02/2019	04/30/2019		05/23/2019	
26006	Legal Services - Labor	Paid by Check #152597		06/04/2019	07/04/2019	05/31/2019		06/27/2019	
26007	Legal Services - Labor	Paid by Check #152597		06/04/2019	07/04/2019	05/31/2019		06/27/2019	
26478	Legal Services - Labor	Paid by Check #152750		07/02/2019	08/02/2019	06/30/2019		07/25/2019	
26898	Legal Services - Labor	Paid by Check #152819		08/02/2019	08/02/2019	07/31/2019		08/08/2019	
27554	Legal Services - Labor - AFSME	Paid by Check #153108		09/04/2019	10/04/2019	08/31/2019		09/27/2019	
27555	Legal Services - Labor General	Paid by Check #153108		09/04/2019	10/04/2019	08/31/2019		09/27/2019	
28112	Legal Services - Labor - AFSME	Paid by Check #153285		10/02/2019	11/02/2019	09/30/2019		10/24/2019	
28113	Legal Services - Labor General	Paid by Check #153285		10/02/2019	11/02/2019	09/30/2019		10/24/2019	
28390	Legal Services -Labor - AFSME	Paid by Check #153470		11/04/2019	12/04/2019	10/31/2019		12/05/2019	
28391	Legal Services - Labor General	Paid by Check #153470		11/04/2019	12/04/2019	10/31/2019		12/05/2019	
28815	Legal Services - Labor	Paid by Check #153586		12/03/2019	01/03/2020	11/30/2019		01/02/2020	
29309	Legal Services - Labor General	Paid by Check #153706		01/03/2020	02/03/2020	12/31/2019		01/24/2020	



Accounts Payable Invoice Re

Invoice Date Range 10/01/18 - 0
Report By Vendor -
Summar

29837	Legal Services - Labor General	Paid by Check #153916	02/04/2020	03/04/2020	01/31/2020	02/27/2020
30257	Legal Services - Labor General	Paid by Check #153996	03/03/2020	04/03/2020	02/29/2020	03/18/2020
30858	Legal Services - Labor	Paid by EFT #38277	04/02/2020	05/02/2020	03/31/2020	04/23/2020
31119	Legal Services - Labor	Paid by EFT #38414	05/02/2020	06/02/2020	04/30/2020	05/07/2020
31610	Legal Services - Labor	Paid by EFT #38660	06/02/2020	07/02/2020	05/31/2020	06/05/2020
32056	Legal Services - Labor	Paid by EFT #39153	07/06/2020	08/06/2020	06/30/2020	07/17/2020
32350	Legal Services - Labor	Paid by EFT #39513	08/04/2020	09/04/2020	07/31/2020	08/13/2020
32796	Legal Services - Labor	Paid by EFT #39985	09/02/2020	10/02/2020	08/31/2020	09/24/2020
33066	Legal Services - Labor	Paid by EFT #40535	10/02/2020	11/02/2020	09/30/2020	10/23/2020
33421	Legal Services - Labor	Paid by EFT #40753	11/02/2020	12/02/2020	10/31/2020	11/19/2020
33955	Labor Attorney Fees	Paid by EFT #41352	12/02/2020	01/02/2021	11/30/2020	12/22/2020
34236	Legal Services - Labor	Paid by EFT #41756	01/05/2021	02/05/2021	12/31/2020	01/28/2021
34693	Legal Services - Labor	Paid by EFT #42082	02/02/2021	03/02/2021	01/31/2021	02/19/2021
35005	Legal Services - Labor	Paid by EFT #42663	03/02/2021	04/02/2021	02/28/2021	03/25/2021
35417	Legal Services - Labor	Paid by EFT #42791	04/02/2021	04/02/2021	03/31/2021	04/08/2021
35725	Legal Services - Labor	Paid by EFT #43828	05/04/2021	06/11/2021	04/30/2021	06/04/2021
36171	Legal Services - Labor	Paid by EFT #44029	06/02/2021	07/02/2021	05/31/2021	06/17/2021
36568	Legal Services - Labor	Paid by EFT #44709	07/01/2021	07/31/2021	06/30/2021	07/22/2021
36899	Legal Services - Labor	Paid by EFT #45145	08/03/2021	09/03/2021	07/31/2021	08/19/2021
37238	Legal Services - Labor	Paid by EFT #45709	09/02/2021	10/02/2021	08/31/2021	09/23/2021

Vendor **2528 - GOREN, CHEROF, DOODY & EZROL, PA** Totals

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Vendor **10468 - ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC**

43748	Legal Services - Citizens vs Dania	Paid by Check #151474	11/07/2018	12/07/2018	10/31/2018	11/29/2018
44143	Legal Services - Citizens v. Dania	Paid by Check #151664	12/17/2018	01/10/2019	11/30/2018	01/03/2019
44175	Legal Services - Citizens v. Dania	Paid by Check #153117	12/17/2018	10/05/2019	08/01/2019	09/27/2019
44944	Legal Services - Citizens v. Dania	Paid by Check #152012	02/13/2019	03/13/2019	02/01/2019	03/14/2019
45387	Legal Services - Citizens v. Dania	Paid by Check #152187	03/14/2019	04/15/2019	03/31/2019	04/18/2019
45302	Legal Services - Citizens vs. Dania	Paid by Check #152187	03/25/2019	04/25/2019	03/31/2019	04/18/2019
45763	Legal Services - Citizens v. Dania	Paid by Check #152276	04/16/2019	05/16/2019	03/31/2019	05/09/2019



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45800	Legal Services - Citizens v. Dania	Paid by Check #152276	04/16/2019	05/16/2019	03/31/2019	05/09/2019
46231	Legal Services - Citizens vs Dania	Paid by Check #152463	05/16/2019	06/16/2019	04/30/2019	06/06/2019
46265	Legal Services - Citizens v. Dania	Paid by Check #152463	05/16/2019	06/16/2019	04/30/2019	06/06/2019
46777	Legal Services - Citizens vs. Dania	Paid by Check #152656	06/19/2019	07/19/2019	05/31/2019	07/11/2019
46813	Legal Services - Citizens v. Dania	Paid by Check #152656	06/19/2019	07/19/2019	05/31/2019	07/11/2019
47213	Legal Services - Citizens v. Dania	Paid by Check #152825	07/16/2019	08/16/2019	06/30/2019	08/08/2019
47357	Legal Services - Citizens v. Dania	Paid by Check #152825	07/16/2019	08/16/2019	06/30/2019	08/08/2019
47606	Legal Services - Citizens v. Dania	Paid by Check #153117	08/21/2019	09/21/2019	07/31/2019	09/27/2019
47782	Legal Services - Citizens v. Dania	Paid by Check #153017	08/24/2019	09/24/2019	08/01/2019	09/12/2019
48094	Legal Services - Citizens v. Dania	Paid by Check #153163	09/17/2019	10/10/2019	08/31/2019	10/03/2019
48124	Legal Services - Citizens vs Dania	Paid by Check #153163	09/17/2019	10/10/2019	08/31/2019	10/03/2019
48464	Legal Services - Citizens v. Dania	Paid by Check #153317	10/07/2019	11/07/2019	09/30/2019	10/31/2019
48465	Legal Services - Citizens v. Dania	Paid by Check #153317	10/07/2019	11/07/2019	09/30/2019	10/31/2019
48972	Legal Services - Citizens vs Dania	Paid by Check #153483	11/13/2019	12/13/2019	10/31/2019	12/05/2019
49064	Legal Services - Citizens v. Dania	Paid by Check #153483	11/13/2019	12/13/2019	10/31/2019	12/05/2019
49342	Legal Services - Citizens v. Dania	Paid by Check #153656	12/19/2019	01/19/2020	11/30/2019	01/10/2020
49425	Legal Services - Citizens vs Dania	Paid by Check #153656	12/19/2019	01/19/2020	11/30/2019	01/10/2020
49888	Legal Services - Citizens v. Dania	Paid by Check #153801	01/20/2020	01/20/2020	12/31/2019	02/07/2020
49925	Legal Services - Citizens vs Dania	Paid by Check #153801	01/20/2020	01/20/2020	12/31/2019	02/07/2020
50191	Legal Services - CFRD - vs. Dania	Paid by Check #153979	02/19/2020	03/19/2020	01/31/2020	03/13/2020
50662	Legal Services - Citizens v. Dania	Paid by EFT #38057	03/16/2020	04/16/2020	02/29/2020	04/10/2020
50760	Legal Services - CFRD - vs. Dania	Paid by EFT #38057	03/16/2020	04/16/2020	02/29/2020	04/10/2020
51323	Legal Services - CFRD vs. Dania	Paid by EFT #38168	04/09/2020	05/09/2020	03/31/2020	04/16/2020
51425	Legal Services - CFRD vs. Dania	Paid by EFT #38168	04/09/2020	05/09/2020	03/31/2020	04/16/2020
51591	Legal Services - CFRD vs. Dania	Paid by EFT #38576	05/13/2020	06/13/2020	04/30/2020	05/22/2020
52041	Legal Services - CFRD vs. Dania	Paid by EFT #38857	06/10/2020	07/10/2020	05/31/2020	06/19/2020
52082	Legal Services - CFRD vs. Dania	Paid by EFT #38857	06/10/2020	07/10/2020	05/31/2020	06/19/2020
52430	Legal Services - CFRD vs. Dania	Paid by EFT #39168	07/07/2020	08/07/2020	06/30/2020	07/17/2020
52469	Legal Services - CFRD - vs. Dania	Paid by EFT #40122	07/07/2020	08/07/2020	07/30/2020	10/05/2020
52988	Legal Services - Citizens v. Dania	Paid by EFT #40122	08/12/2020	09/12/2020	07/30/2020	10/05/2020
53038	Legal Services - CFRD - vs. Dania	Paid by EFT #40122	08/12/2020	09/12/2020	07/30/2020	10/05/2020
53491	Legal Services - Citizens v. Dania	Paid by EFT #40168	09/14/2020	10/14/2020	08/31/2020	10/09/2020



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53535	Legal Services - CFRD - vs. Dania	Paid by EFT #40168	09/14/2020	10/14/2020	08/31/2020	10/09/2020
53865	Legal Services - CFRD - vs. Dania	Paid by EFT #40549	10/02/2020	11/02/2020	09/30/2020	10/23/2020
53866	Legal Services - CFRD - vs. Dania	Paid by EFT #40549	10/02/2020	11/02/2020	09/30/2020	10/23/2020
54392	Legal Services - CFRD vs. Dania	Paid by EFT #40829	11/12/2020	12/12/2020	10/31/2020	11/24/2020
54400	Legal Services - CFRD vs. Dania	Paid by EFT #40829	11/12/2020	12/12/2020	10/31/2020	11/24/2020
54830	Legal Services - Citizens v. Dania	Paid by EFT #41459	12/16/2020	01/16/2021	11/30/2020	01/07/2021
54838	Legal Services - CFRD - vs. Dania	Paid by EFT #41459	12/16/2020	01/16/2021	11/30/2020	01/07/2021
55735	Legal Services - Jai Alai Lawsuit	Paid by EFT #42196	01/21/2021	02/26/2021	01/31/2021	02/25/2021
56123	Legal Services - Jai Alai Lawsuit	Paid by EFT #42196	02/18/2021	02/26/2021	01/31/2021	02/25/2021
56615	Legal Services - Jai Alai Lawsuit	Paid by EFT #42728	03/13/2021	04/13/2021	02/28/2021	04/01/2021
57146	Legal Services - Jai Alai Lawsuit	Paid by EFT #43340	04/16/2021	05/16/2021	03/30/2021	05/06/2021
57155	Legal Services - Jai Alai Lawsuit	Paid by EFT #43340	04/16/2021	05/16/2021	03/30/2021	05/06/2021
57588	Legal Services - Jai Alai Lawsuit	Paid by EFT #44406	05/17/2021	07/09/2021	06/30/2021	07/09/2021
57595	Legal Services - Jai Alai Lawsuit	Paid by EFT #44406	05/17/2021	07/16/2021	05/01/2021	07/09/2021
58184	Legal Services - Jai Alai Lawsuit	Paid by EFT #44406	06/16/2021	07/16/2021	05/31/2021	07/09/2021
58195	Legal Services - Jai Alai Lawsuit	Paid by EFT #44406	06/16/2021	07/16/2021	05/31/2021	07/09/2021
58973	Legal Services - Jai Alai Lawsuit	Paid by EFT #45083	07/22/2021	08/22/2021	06/30/2021	08/12/2021
58985	Legal Services - Jai Alai Lawsuit	Paid by EFT #45083	07/22/2021	08/22/2021	06/30/2021	08/12/2021
58986	Legal Services - General	Paid by EFT #45083	07/22/2021	08/22/2021	06/30/2021	08/12/2021
59660	Legal Services - Jai Alai Lawsuit	Paid by EFT #45451	08/19/2021	09/19/2021	07/31/2021	09/10/2021
59677	Legal Services - Jai Alai Lawsuit	Paid by EFT #45451	08/19/2021	09/19/2021	07/31/2021	09/10/2021

Vendor **10468 - ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC** Totals

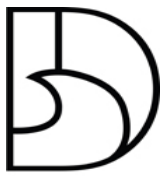
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Vendor **238 - RYAN & RYAN, LLC**

RYAN_SEPT2018	Legal Services - Liens and Code	Paid by EFT #30475	10/10/2018	11/10/2018	09/30/2018	11/01/2018
RYAN_MOV_240520	Legal Defense - City MOV	Paid by EFT #31735	10/25/2018	11/25/2018	01/31/2019	02/07/2019
RYAN_OCT2018	Legal Services - Code and Lien	Paid by EFT #30835	11/02/2018	12/09/2018	10/31/2018	11/29/2018
NOV2018	Legal Services - Code and Lien	Paid by EFT #31507	12/18/2018	01/17/2019	11/30/2018	01/10/2019
RYAN_DEC2018	Legal Services - Code and Lien	Paid by EFT #31679	01/03/2019	02/10/2019	12/31/2018	01/31/2019
RYAN_MOV_239610	Legal Defense - City MOV	Paid by EFT #32009	01/29/2019	02/28/2019	01/31/2019	02/21/2019
RYAN_MOV_242510	Legal Defense - City MOV	Paid by EFT #32009	01/29/2019	02/28/2019	01/31/2019	02/21/2019



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RYAN_JAN2019	Legal Services - Code and Lien	Paid by EFT #32101	02/12/2019	03/14/2019	01/31/2019	03/07/2019
RYAN_FEB2019	Legal Services - Code and Lien	Paid by EFT #32591	03/18/2019	04/17/2019	02/28/2019	04/11/2019
RYAN_MAR2019	Legal Services - Code and Lien	Paid by EFT #32973	04/15/2019	05/15/2019	03/31/2019	05/09/2019
RYAN_APR2019	Legal Services - Code and Lien	Paid by EFT #33543	05/06/2019	06/13/2019	04/30/2019	06/06/2019
RYAN_MAY2019	Legal Services - Code and Lien	Paid by EFT #33992	06/11/2019	07/11/2019	05/31/2019	07/03/2019
RYAN_JUNE2019	Legal Services - Code and Lien	Paid by EFT #34402	07/10/2019	08/10/2019	06/30/2019	08/02/2019
RYAN_JULY2019	Legal Services - Code and Lien	Paid by EFT #34887	08/20/2019	09/20/2019	07/31/2019	09/12/2019
RYANMOV_FN24377S	Legal Services - MOV Defense	Paid by EFT #35236	09/05/2019	10/05/2019	08/31/2019	09/27/2019
RYANMOV_FN24383S	Legal Services - MOV Defense	Paid by EFT #35236	09/05/2019	10/05/2019	08/31/2019	09/27/2019
RYAN_AUG2019	Legal Services - Code and Lien	Paid by EFT #35409	09/19/2019	10/19/2019	08/31/2019	10/11/2019
RYAN_SEPT2019	Legal Services - Code and Lien	Paid by EFT #35729	10/10/2019	11/10/2019	09/30/2019	10/31/2019
RYAN_OCT2019	Legal Services - Code and Lien	Paid by EFT #36267	11/13/2019	12/13/2019	10/31/2019	12/05/2019
RYAN_NOV2019	Legal Services - Code and Lien	Paid by EFT #36638	12/10/2019	01/10/2020	11/30/2019	01/02/2020
RYAN_DEC2019	Legal Services - Code and Lien	Paid by EFT #37109	01/17/2020	02/17/2020	12/31/2019	02/07/2020
RYAN_JAN2020	Legal Services - Code and Lien	Paid by EFT #37799	01/27/2020	03/27/2020	01/31/2020	03/18/2020
RYAN_FEB2020	Legal Services - Code and Lien	Paid by EFT #38578	05/13/2020	06/13/2020	03/31/2020	05/22/2020

Vendor **238 - RYAN & RYAN, LLC** Totals

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Vendor **10507 - WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.**

208969	Legal - Land Use	Paid by EFT #30519	10/15/2018	11/15/2018	09/30/2018	11/08/2018
209075	Legal Services -	Paid by EFT #30519	10/15/2018	11/15/2018	09/30/2018	11/08/2018
209253	Legal Services - Ethics	Paid by EFT #30465	10/23/2018	10/31/2018	09/30/2018	10/25/2018
209673	Legal Services - Land Use	Paid by EFT #30960	11/14/2018	12/14/2018	10/31/2018	12/06/2018
209674	Legal Services - Labor	Paid by EFT #30960	11/14/2018	12/14/2018	10/31/2018	12/06/2018
210373	Legal Services - General	Paid by EFT #31510	12/18/2018	01/18/2019	11/30/2018	01/10/2019
210374	Legal Services - Conveyance of Lift	Paid by EFT #31510	12/18/2018	01/18/2019	11/30/2018	01/10/2019
210589	Legal Services - Land Use	Paid by EFT #31510	12/18/2018	01/18/2019	11/30/2018	01/10/2019
210590	Legal Services - General	Paid by EFT #31510	12/18/2018	01/18/2019	11/30/2018	01/10/2019
210591	Legal Services - Nuisance	Paid by EFT #31510	12/18/2018	01/18/2019	11/30/2018	01/10/2019
211584	Legal - Land Use	Paid by EFT #31740	01/15/2019	02/15/2019	12/31/2018	02/07/2019



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211585	Legal Services - Labor	Paid by EFT #31740	01/15/2019	02/15/2019	12/31/2018	02/07/2019
211586	Legal Services - Bankruptcies	Paid by EFT #31740	01/15/2019	02/15/2019	12/31/2018	02/07/2019
211587	Legal Services - General	Paid by EFT #31740	01/15/2019	02/15/2019	12/31/2018	02/07/2019
211588	Legal Services - Nuisance	Paid by EFT #31740	01/15/2019	02/15/2019	12/31/2018	02/07/2019
212643	Legal Services - Land Use	Paid by EFT #32105	02/14/2019	03/14/2019	01/31/2019	03/07/2019
212644	Legal Services - General	Paid by EFT #32105	02/14/2019	03/14/2019	01/31/2019	03/07/2019
212729	Legal Services - Real Estate	Paid by EFT #32105	02/14/2019	03/14/2019	01/31/2019	03/07/2019
212730	Legal Services - Ethics	Paid by EFT #32105	02/14/2019	03/14/2019	01/31/2019	03/07/2019
213703	Legal Services - Land Use	Paid by EFT #32477	03/14/2019	04/14/2019	02/28/2019	04/04/2019
213704	Legal Services -	Paid by EFT #32477	03/14/2019	04/14/2019	02/28/2019	04/04/2019
213705	Legal Services - General	Paid by EFT #32477	03/14/2019	04/14/2019	02/28/2019	04/04/2019
213706	Legal Services - Ethics	Paid by EFT #32477	03/14/2019	04/14/2019	02/28/2019	04/04/2019
213707	Legal Services - Nuisance	Paid by EFT #33977	03/14/2019	04/14/2019	05/31/2019	06/27/2019
214314	Legal Services - Labor	Paid by EFT #32598	03/22/2019	04/22/2019	02/28/2019	04/11/2019
214672	Legal Services - Land Use	Paid by EFT #32922	04/09/2019	05/09/2019	03/31/2019	05/02/2019
214673	Legal Services -	Paid by EFT #32922	04/09/2019	05/09/2019	03/31/2019	05/02/2019
214674	Legal Services - General	Paid by EFT #32922	04/09/2019	05/09/2019	03/31/2019	05/02/2019
214676	Legal Services - Ethics	Paid by EFT #32922	04/09/2019	05/09/2019	03/31/2019	05/02/2019
215816	Legal Services - DCOTA	Paid by EFT #33490	05/09/2019	06/09/2019	04/30/2019	05/30/2019
215817	Legal Services - Land Use	Paid by EFT #33490	05/09/2019	06/09/2019	04/30/2019	05/30/2019
215818	Legal Services - Bankruptcies	Paid by EFT #33490	05/09/2019	06/09/2019	04/30/2019	05/30/2019
215819	Legal Services - General	Paid by EFT #33490	05/09/2019	06/09/2019	04/30/2019	05/30/2019
216658	Legal Services - Labor	Paid by EFT #33996	06/12/2019	07/12/2019	05/31/2019	07/03/2019
216843	Legal Services -	Paid by EFT #33996	06/12/2019	07/12/2019	05/31/2019	07/03/2019
216844	Legal Services - General	Paid by EFT #33996	06/12/2019	07/12/2019	05/31/2019	07/03/2019
216892	Legal Services - Dania Beach Grill	Paid by EFT #33996	06/12/2019	07/12/2019	05/31/2019	07/03/2019
216841	Legal Services - Land Use (May	Paid by EFT #34409	07/12/2019	08/12/2019	06/30/2019	08/02/2019
217701	Legal Services - Labor	Paid by EFT #34409	07/12/2019	08/12/2019	06/30/2019	08/02/2019
217825	Legal Services - General	Paid by EFT #34409	07/12/2019	08/12/2019	06/30/2019	08/02/2019
217850	Legal Services - Dania Beach Grill	Paid by EFT #34409	07/12/2019	08/12/2019	06/30/2019	08/02/2019
217918	Legal Services -	Paid by EFT #34409	07/12/2019	08/12/2019	06/30/2019	08/02/2019
217948	Legal Services - Real Estate	Paid by EFT #34409	07/12/2019	08/12/2019	06/30/2019	08/02/2019
218091	Legal Services - Ethics	Paid by EFT #34409	07/12/2019	08/12/2019	06/30/2019	08/02/2019



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218092	Legal Services - Broward County	Paid by EFT #34409	07/12/2019	08/12/2019	06/30/2019	08/02/2019
218157	Legal - Land Use	Paid by EFT #34409	07/12/2019	08/12/2019	06/30/2019	08/02/2019
218169	Legal Services - Maimonides	Paid by EFT #35416	07/12/2019	08/12/2019	09/30/2019	10/11/2019
218175	Legal Services - Garnett Real Estate	Paid by EFT #35416	07/12/2019	08/12/2019	09/30/2019	10/11/2019
218176	Legal Services - Site Plan	Paid by EFT #34409	07/12/2019	08/12/2019	06/30/2019	08/02/2019
218714	Legal Services - Labor	Paid by EFT #34832	08/16/2019	09/16/2019	07/31/2019	09/05/2019
218905	Legal Services - Ethics	Paid by EFT #34832	08/16/2019	09/16/2019	07/31/2019	09/05/2019
218983	Legal Services -	Paid by EFT #34832	08/16/2019	09/16/2019	07/31/2019	09/05/2019
219358	Legal Services - Dania Beach Grill	Paid by EFT #34832	08/16/2019	09/16/2019	07/31/2019	09/05/2019
219419	Legal Services - Variance	Paid by EFT #34832	08/16/2019	09/16/2019	07/31/2019	09/05/2019
219421	Legal Services - Variance	Paid by EFT #34832	08/16/2019	09/16/2019	07/31/2019	09/05/2019
219420	Legal Services - Dania Airport	Paid by EFT #35416	08/19/2019	09/12/2019	09/30/2019	10/11/2019
219985	Legal Services - General	Paid by EFT #35304	09/13/2019	10/13/2019	08/31/2019	10/03/2019
220131	Legal Services - MSG Marina Mile -	Paid by EFT #35304	09/13/2019	10/13/2019	08/31/2019	10/03/2019
220132	Legal Services - Calm Properties	Paid by EFT #35304	09/13/2019	10/13/2019	08/31/2019	10/03/2019
220133	Legal Services - Marine Technical	Paid by EFT #35304	09/13/2019	10/13/2019	08/31/2019	10/03/2019
220136	Legal Services - Ethics	Paid by EFT #35304	09/13/2019	10/13/2019	08/31/2019	10/03/2019
220178	Legal Services - Dania Beach Grill	Paid by EFT #35304	09/13/2019	10/13/2019	08/31/2019	10/03/2019
220275	Legal Services - Land Use	Paid by EFT #35304	09/13/2019	10/13/2019	08/31/2019	10/03/2019
218855	Legal Services - General	Paid by EFT #35823	10/14/2019	11/14/2019	09/30/2019	11/08/2019
219434	Legal Services - Land Use	Paid by EFT #35823	10/14/2019	11/14/2019	09/30/2019	11/08/2019
221433	Legal Services - Variance	Paid by EFT #35823	10/14/2019	11/14/2019	09/30/2019	11/08/2019
221435	Legal Services - Variance	Paid by EFT #35823	10/14/2019	11/14/2019	09/30/2019	11/08/2019
221436	Legal Services - Variance	Paid by EFT #35823	10/14/2019	11/14/2019	09/30/2019	11/08/2019
221437	Legal Services - Variance	Paid by EFT #35823	10/14/2019	11/14/2019	09/30/2019	11/08/2019
221438	Legal Services - CRA Coverage	Paid by EFT #35823	10/14/2019	11/14/2019	09/30/2019	11/08/2019
221439	Legal Services - Dania Beach Grill	Paid by EFT #35823	10/14/2019	11/14/2019	09/30/2019	11/08/2019
221441	Legal Services - General	Paid by EFT #35823	10/14/2019	11/14/2019	09/30/2019	11/08/2019
221442	Legal - Land Use	Paid by EFT #35823	10/14/2019	11/14/2019	09/30/2019	11/08/2019
222351	Legal Services - Dania Beach Grill	Paid by EFT #36453	11/18/2019	12/18/2019	11/30/2019	12/12/2019
222457	Legal Services - ROW Vacation &	Paid by EFT #36453	11/18/2019	12/18/2019	11/30/2019	12/12/2019
222459	Legal Services - Site Plan (Panda	Paid by EFT #36453	11/18/2019	12/18/2019	11/30/2019	12/12/2019



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222460	Legal Services - Land Use	Paid by EFT #36453	11/18/2019	12/18/2019	11/30/2019	12/12/2019
222461	Legal Services - Labor	Paid by EFT #36453	11/18/2019	12/18/2019	11/30/2019	12/12/2019
222462	Legal Services - Ethics	Paid by EFT #36453	11/18/2019	12/18/2019	11/30/2019	12/12/2019
222091	Legal Services - General	Paid by EFT #36618	11/27/2019	12/27/2019	11/30/2019	12/20/2019
222458	Legal Services - Plat/Site Plan	Paid by EFT #36618	11/27/2019	12/27/2019	11/30/2019	12/20/2019
223249	Legal Services - Dania Airport	Paid by EFT #36647	12/09/2019	01/09/2020	11/30/2019	01/02/2020
223252	Legal Services - Mode Variance	Paid by EFT #36647	12/09/2019	01/09/2020	11/30/2019	01/02/2020
223253	Legal Services - Shenanigans	Paid by EFT #36647	12/09/2019	01/09/2020	11/30/2019	01/02/2020
223254	Legal Services - Land Use	Paid by EFT #36647	12/09/2019	01/09/2020	11/30/2019	01/02/2020
223255	Legal Services -	Paid by EFT #36647	12/09/2019	01/09/2020	11/30/2019	01/02/2020
223256	Legal Services - Labor	Paid by EFT #36647	12/09/2019	01/09/2020	11/30/2019	01/02/2020
223258	Legal Services - General	Paid by EFT #36647	12/09/2019	01/09/2020	11/30/2019	01/02/2020
223259	Legal Services - CRA Coverage	Paid by EFT #36647	12/09/2019	01/09/2020	11/30/2019	01/02/2020
223260	Legal Services - Ethics	Paid by EFT #36647	12/09/2019	01/09/2020	11/30/2019	01/02/2020
223262	Legal Services - Marine Technical	Paid by EFT #36647	12/09/2019	01/09/2020	11/30/2019	01/02/2020
224199	Legal Services - Ethics	Paid by EFT #37281	01/13/2020	01/13/2020	12/31/2019	02/14/2020
224200	Legal Services - Saratoga	Paid by EFT #37281	01/13/2020	01/13/2020	12/31/2019	02/14/2020
224202	Legal Services - 800 Marine	Paid by EFT #37281	01/13/2020	01/13/2020	12/31/2019	02/14/2020
224253	Legal Services - MSG Marina Mile -	Paid by EFT #37281	01/13/2020	01/13/2020	12/31/2019	02/14/2020
224254	Legal Services - Land Use	Paid by EFT #37281	01/13/2020	01/13/2020	12/31/2019	02/14/2020
224900	D.S. Realty Special Exception	Paid by EFT #37482	02/11/2020	02/11/2020	01/31/2020	02/27/2020
224901	Land Use - Specialized	Paid by EFT #37482	02/11/2020	02/11/2020	01/31/2020	02/27/2020
224902	Telecommunications	Paid by EFT #37482	02/11/2020	02/11/2020	01/31/2020	02/27/2020
224903	Legal Services - General	Paid by EFT #37482	02/11/2020	02/11/2020	01/31/2020	02/27/2020
224904	Legal Services - CRA Coverage	Paid by EFT #37482	02/11/2020	02/11/2020	01/31/2020	02/27/2020
224905	Legal Services - Ethics	Paid by EFT #37482	02/11/2020	02/11/2020	01/31/2020	02/27/2020
224907	Legal Services - 800 Marine Lawsuit	Paid by EFT #37482	02/11/2020	02/11/2020	01/31/2020	02/27/2020
224894	Legal Services - Hobal Plat	Paid by EFT #37527	02/27/2020	02/27/2020	01/31/2020	03/06/2020
226233	Legal Services - General	Paid by EFT #37840	03/13/2020	04/13/2020	02/29/2020	03/27/2020
226355	Legal Services - Land Use (May	Paid by EFT #37840	03/13/2020	04/13/2020	02/29/2020	03/27/2020
226356	Legal Services - Ethics	Paid by EFT #37840	03/13/2020	04/13/2020	02/29/2020	03/27/2020
226358	Legal Services - 800 Marine Lawsuit	Paid by EFT #37840	03/13/2020	04/13/2020	02/29/2020	03/27/2020
226419	Legal Services - Real Estate	Paid by EFT #37840	03/13/2020	04/13/2020	02/29/2020	03/27/2020



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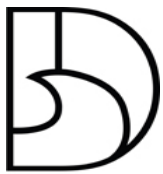
227425	Legal Services - Land Use	Paid by EFT #38293	04/16/2020	05/16/2020	03/31/2020	04/23/2020
227426	Legal Services - Labor	Paid by EFT #38293	04/16/2020	05/16/2020	03/31/2020	04/23/2020
227427	Legal Services - Bankruptcies	Paid by EFT #38293	04/16/2020	05/16/2020	03/31/2020	04/23/2020
227428	Legal Services - General	Paid by EFT #38293	04/16/2020	05/16/2020	03/31/2020	04/23/2020
227429	Legal Services - Ethics Advice	Paid by EFT #38293	04/16/2020	05/16/2020	03/31/2020	04/23/2020
228346	Legal Services - Land Use	Paid by EFT #38586	05/15/2020	06/15/2020	04/30/2020	05/22/2020
228347	Legal Services - General	Paid by EFT #38586	05/15/2020	06/15/2020	04/30/2020	05/22/2020
228348	Legal Services - Ethics Advice	Paid by EFT #38586	05/15/2020	06/15/2020	04/30/2020	05/22/2020
228396	Legal Services - Bus Bench	Paid by EFT #38672	06/03/2020	06/30/2020	04/30/2020	06/05/2020
229216	Legal Services - Land Use	Paid by EFT #38941	06/16/2020	07/16/2020	05/31/2020	06/26/2020
229217	Legal Services - General	Paid by EFT #38941	06/16/2020	07/16/2020	05/31/2020	06/26/2020
229218	Legal Services - Ethics	Paid by EFT #38941	06/16/2020	07/16/2020	05/31/2020	06/26/2020
230332	Legal Services - Land Use	Paid by EFT #39383	07/15/2020	08/15/2020	06/30/2020	07/31/2020
230333	Legal Services - Labor	Paid by EFT #39383	07/15/2020	08/15/2020	06/30/2020	07/31/2020
230334	Legal Services - Bankruptcies	Paid by EFT #39383	07/15/2020	08/15/2020	06/30/2020	07/31/2020
230335	Legal Services - General	Paid by EFT #39383	07/15/2020	08/15/2020	06/30/2020	07/31/2020
230336	Legal Services - Ethics Advice	Paid by EFT #39383	07/15/2020	08/15/2020	06/30/2020	07/31/2020
230338	Legal Service - 800 Marinei	Paid by EFT #39383	07/15/2020	08/15/2020	06/30/2020	07/31/2020
231166	Legal Service - 800 Marine Site Plan	Paid by EFT #39726	08/19/2020	09/19/2020	07/31/2020	09/03/2020
231167	Legal Services - Real Estate	Paid by EFT #39726	08/19/2020	09/19/2020	07/31/2020	09/03/2020
231169	Legal Services - General	Paid by EFT #39726	08/19/2020	09/19/2020	07/31/2020	09/03/2020
231170	Legal Services - Ethics Advice	Paid by EFT #39726	08/19/2020	09/19/2020	07/31/2020	09/03/2020
231171	Legal Service - 800 Marinei	Paid by EFT #39726	08/19/2020	09/19/2020	07/31/2020	09/03/2020
231232	Legal Services - Bankruptcies	Paid by EFT #39726	08/19/2020	09/19/2020	07/31/2020	09/03/2020
232494	Legal - Land Use	Paid by EFT #40321	09/22/2020	10/22/2020	08/31/2020	10/16/2020
232495	Legal Services - Real Estate	Paid by EFT #40321	09/22/2020	10/22/2020	08/31/2020	10/16/2020
232496	Legal Services - Labor	Paid by EFT #40321	09/22/2020	10/22/2020	08/31/2020	10/16/2020
232497	Legal Services - General	Paid by EFT #40321	09/22/2020	10/22/2020	08/31/2020	10/16/2020
231168	Legal Services - 457 Plan Document	Paid by EFT #40633	10/16/2020	11/16/2020	09/30/2020	11/05/2020
232498	Legal Services - 800 Marine Lawsuit	Paid by EFT #40633	10/16/2020	11/16/2020	09/30/2020	11/05/2020
233356	Legal Services - Land Use	Paid by EFT #40633	10/16/2020	11/16/2020	09/30/2020	11/05/2020
233357	Legal Services - Real Estate	Paid by EFT #40633	10/16/2020	11/16/2020	09/30/2020	11/05/2020
233358	Legal Services - 457 Plan Document	Paid by EFT #40633	10/16/2020	11/16/2020	09/30/2020	11/05/2020



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233360	Legal Services - Ethics	Paid by EFT #40633	10/16/2020	11/16/2020	09/30/2020	11/05/2020
233361	Legal Services - Sign Code	Paid by EFT #40633	10/16/2020	11/16/2020	09/30/2020	11/05/2020
233362	Legal Services - 800 Marine Lawsuit	Paid by EFT #40633	10/16/2020	11/16/2020	09/30/2020	11/05/2020
234569	Legal Services - Jai Alai Litigation	Paid by EFT #41288	11/23/2020	12/23/2020	10/31/2020	12/17/2020
234570	Legal Services - Land Use	Paid by EFT #41288	11/23/2020	12/23/2020	10/31/2020	12/17/2020
234571	Legal Services - Real Estate	Paid by EFT #41288	11/23/2020	12/23/2020	10/31/2020	12/17/2020
234572	Legal Services - General	Paid by EFT #41288	11/23/2020	12/23/2020	10/31/2020	12/17/2020
234573	Legal Services - Ethics	Paid by EFT #41288	11/23/2020	12/23/2020	10/31/2020	12/17/2020
234574	Legal Services - CRA Expenditures	Paid by EFT #41288	11/23/2020	12/23/2020	10/31/2020	12/17/2020
235674	Legal Services - Land Use	Paid by EFT #41467	12/11/2020	01/11/2021	11/30/2020	01/07/2021
235675	Legal Services - General	Paid by EFT #41467	12/11/2020	01/11/2021	11/30/2020	01/07/2021
235676	Legal Services - Ethics	Paid by EFT #41467	12/11/2020	01/11/2021	11/30/2020	01/07/2021
235677	Land Services - Marine Technical	Paid by EFT #41467	12/11/2020	01/11/2021	11/30/2020	01/07/2021
123456	Appeal of Broward County Charter	Paid by EFT #41288	12/16/2020	12/18/2020	11/30/2020	12/17/2020
236620	Legal Services - Land Use	Paid by EFT #41952	01/18/2021	02/18/2021	12/31/2020	02/11/2021
236621	Legal Services -	Paid by EFT #41952	01/18/2021	02/18/2021	12/31/2020	02/11/2021
236622	Legal Services - 800 Marine	Paid by EFT #41952	01/18/2021	02/18/2021	12/31/2020	02/11/2021
237345	Legal Services - Land Use	Paid by EFT #42376	02/19/2021	03/19/2021	01/31/2021	03/11/2021
237662	Legal Services -	Paid by EFT #42376	02/19/2021	03/19/2021	01/31/2021	03/11/2021
237663	Legal Services - Bankruptcies	Paid by EFT #42376	02/19/2021	03/19/2021	01/31/2021	03/11/2021
237664	Legal Services - General	Paid by EFT #42376	02/19/2021	03/19/2021	01/31/2021	03/11/2021
237665	Legal Services - Ethics Advice	Paid by EFT #42376	02/19/2021	03/19/2021	01/31/2021	03/11/2021
238537	Legal Services - Land Use	Paid by EFT #42813	03/18/2021	04/18/2021	03/01/2021	04/08/2021
238538	Legal Services - Labor	Paid by EFT #42813	03/18/2021	04/18/2021	03/01/2021	04/08/2021
238541	Legal Services - Nuisance	Paid by EFT #42813	03/18/2021	04/18/2021	03/01/2021	04/08/2021
238539	Legal Services - General	Paid by EFT #42813	03/30/2021	04/30/2021	03/01/2021	04/08/2021
239643	Legal Services - Land Use	Paid by EFT #43348	04/19/2021	05/19/2021	03/31/2021	05/06/2021
239644	Legal Services - Labor	Paid by EFT #43348	04/19/2021	05/19/2021	03/31/2021	05/06/2021
239646	Legal Services - Ethics Advice	Paid by EFT #43348	04/19/2021	05/19/2021	03/31/2021	05/06/2021
240924	Legal Services - Land Use	Paid by EFT #43932	05/19/2021	06/19/2021	04/30/2021	06/10/2021
240925	Legal Services General	Paid by EFT #43932	05/19/2021	06/19/2021	04/30/2021	06/10/2021
240926	Legal Services - Labor	Paid by EFT #43932	05/19/2021	06/19/2021	04/30/2021	06/10/2021



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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240927	Legal Services - Ethics Advice	Paid by EFT #43932	05/19/2021	06/19/2021	04/30/2021	06/10/2021
242204	Legal Services - General	Paid by EFT #44414	06/21/2021	07/21/2021	05/31/2021	07/09/2021
243025	Legal Services - Land Use	Paid by EFT #44912	07/16/2021	08/16/2021	06/30/2021	08/05/2021
243026	Legal Services - General	Paid by EFT #44912	07/16/2021	08/16/2021	06/30/2021	08/05/2021

Vendor **10507 - WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.** Totals

Invoices

178

\$

Net Amount

2,841.50

1,844.50

3,089.50

654.50

\$8,430.00

156.00

292.50

585.00

1,053.00

4,943.15

6,900.15

1,209.00

7,351.10

2,875.85

7,011.70

3,880.50

5,396.25

4,666.30

4,007.05

1,224.10

2,613.00

195.00

507.00

858.00

1,346.20

9,403.30

3,081.00

2,378.50

3,438.60

4,524.00

1,677.00

2,847.00

2,008.50

5,626.60

9,158.35

3,646.50

4,056.00

4,719.00

1,618.50

3,120.00

3,100.50

2,106.00

1,852.50

125,432.70

18.00

162.00

162.00

54.00

432.00

36.00

72.00

1,642.12

1,484.79

396.00

878.54

554.54

918.00

1,738.70

3,388.00

613.50

8,197.00

2,326.30

2,578.10

2,111.70

6,347.71

3,373.35

4,167.00

882.00

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1,283.00

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792.00

108.50

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7,707.00

72.00

1,607.23

144.00

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900.00

2,848.50

126.00

8,034.05

54.00

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22,588.75

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9,535.50

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2,232.00

450.00

738.00

414.00

891.00

360.00

468.00

182,644.37

12,872.00

994.00

14,485.00

10,143.00

9,912.00

630.00

1,106.00

11,151.00

12,315.00

12,857.00

10,604.00

11,943.00

13,123.00

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11,107.00

11,308.00

12,353.00

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8,124.00

7,853.00

210,387.75

460.00

340.00

220.00

2,020.00

560.00

9,205.99

200.00

3,320.00

1,440.00

700.00

2,540.00

651.11
560.00
540.00
440.00
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5,860.00
60.00
1,540.00
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100.50
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900.00
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840.00
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300.00
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339.00
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791.00
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452.00
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100.00

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300.00

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220.00

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565.00

1,100.00

400.00

4,259.86

400.00

762.30

9,473.65

565.00

2,065.54

220.00

710.00

707.16

140.00

620.00
80.00
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758.23
180.00
740.00
80.00
500.00
100.00
1,440.00
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440.00
880.00
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100.00
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100.00
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60.00

260.00

160.00

244.13

100.00

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40.00

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100.00

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220.00

400.00

60.00

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1,000.00

60.00

2,140.00

2,260.00

660.00

140.00

400.00

220.00

140.00

40.00

60.00

320.00

600.00

222,244.45

City Attorney Salaries Per Governmentsalaries.com across the nation – average and actual salaries for Broward City Attorneys in 2020.



Coral Springs 2019	\$310,955
Ft. Lauderdale	\$256,176
Oakland Park	\$207,049
Hollywood	\$294,054
Davie	\$147,900
Pompano Beach	\$238,022
Margate	\$188,156
Hallandale	\$208,356
Coconut Creek	\$247,374

Remainder hire outside counsel or are not listed.

Data from: www.govsalaries.com

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE REPEALING SECTION 2-30, ENTITLED “INDIVIDUAL CAMPAIGN CONTRIBUTION LIMITS,” OF ARTICLE II, ENTITLED “REQUIREMENTS FOR CITY EMPLOYMENT,” OF CHAPTER 2, WHICH CHAPTER IS ENTITLED “ADMINISTRATION” OF THE CITY CODE OF ORDINANCES, DUE TO PREEMPTION BY THE STATE OF FLORIDA OF THE CITY’S MONETARY LIMITATIONS ON CAMPAIGN CONTRIBUTIONS AND CAMPAIGN CONTRIBUTORS

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - campaign contribution repeal Second Read with FS, O-2021- Repealing Sec. 2-30 Individual Campaign Contribution Limits of Art. II of Ch. 2



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: October 12, 2021

TO: Honorable Mayor and Commissioners

FROM: Thomas J. Ansbro, City Attorney Thomas J. Ansbro

SUBJECT: Proposed Repeal of Section 2-30 Relating to Individual Campaign Contribution Limits due to State Preemption – SECOND READING

Digitally signed by Thomas J. Ansbro
DN: cn=Thomas J. Ansbro, o=City of Dania Beach, ou=Legal
Department, email=tansbro@daniabeachfl.gov, c=US
Date: 2021.10.01 12:49:49 -04'00'

The Request

In 2001, the City established section 2-30 of the City Code entitled “Individual Campaign Contribution Limits”, which limited the donation amount to \$250.00 per person per election. In 2011, based on case law at the time, the ordinance was amended to restrict donations to only be made by “natural persons”. The State legislature enacted a new law, effective July 1, 2021, that now preempts the City’s ordinance. Pursuant to the amendment of Florida Statutes Section 106.08(11)(a), municipalities are preempted from adopting or enforcing monetary campaign contribution limitations. The state limitation is \$1,000.00 per donor. The Florida Legislature also amended Section 106.011(14), which sets forth the definition of “person” for the purpose of making a political contribution, and broadly defines a person as an individual, corporation, association, firm, partnership, joint venture, joint stock company, club, organization, estate, trust, business trust, syndicate or other combination of individuals having collective capacity; the term also includes a political party, affiliated party committee or political committee and preempts the City from utilizing a different definition that is more restrictive than the state definition. Due to the foregoing, the City’s limitation to “natural persons” is also no longer enforceable.

Budgetary Impact

There is no budgetary impact to this item.

Recommendation

It is recommended that the City Commission adopt this Ordinance on second reading.

TJA/EAB/la

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, Assistant City Manager
Thomas Schneider, City Clerk

Attachments: Florida Statute Section -106.08(11)(a)
Draft Ordinance – Repealing Provision

The 2021 Florida Statutes

106.08 Contributions; limitations on.—

(11)(a) A county, a municipality, or any other local governmental entity is expressly preempted from enacting or adopting:

1. Contribution limits that differ from the limitations established in subsection (1);
2. Any limitation or restriction involving contributions to a political committee or an electioneering communications organization; or
3. Any limitation or restriction on expenditures for an electioneering communication or an independent expenditure.

(b) Any existing or future limitation or restriction enacted or adopted by a county, a municipality, or any other local governmental entity which is in conflict with this subsection is void.

ORDINANCE NO. 2021-024

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REPEALING SECTION 2-30, ENTITLED “INDIVIDUAL CAMPAIGN CONTRIBUTION LIMITS,” OF ARTICLE II, ENTITLED “REQUIREMENTS FOR CITY EMPLOYMENT,” OF CHAPTER 2, WHICH CHAPTER IS ENTITLED “ADMINISTRATION” OF THE CITY CODE OF ORDINANCES, DUE TO PREEMPTION BY THE STATE OF FLORIDA OF THE CITY’S MONETARY LIMITATIONS ON CAMPAIGN CONTRIBUTIONS AND CAMPAIGN CONTRIBUTORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2001, the City of Dania Beach adopted Ordinance 2001-013, pertaining to campaign financing, limiting to \$250.00 any campaign contributions and expenditures given by individuals to candidates for the office of Mayor and City Commissioner, and limiting who can provide a campaign contribution to “natural persons” (as any human being other than an unemancipated child under the age of 18); and

WHEREAS, during the last legislative session, the Florida Legislature amended Florida Statute Section 106.08(11)(a), which preempted localities from adopting or enforcing monetary campaign contribution limitations; and

WHEREAS, the City’s Code also needs to be made consistent with amendments to Florida Statutes Chapter 106, specifically, Section 106.011(14), which sets forth the definition of “person” for the purpose of making a political contribution, and defines a person as an individual, corporation, association, firm, partnership, joint venture, joint stock company, club, organization, estate, trust, business trust, syndicate or other combination of individuals having collective capacity; the term also includes a political party, affiliated party committee or political committee; and

WHEREAS, due to the foregoing, the City Code must be revised to allow political contributions from all individuals or entities permitted to contribute to campaigns under state law and to allow monetary contributions to comply with state law limitations; and

WHEREAS, to be consistent with state law, the City of Dania Beach is repealing Section 2-30, entitled “Individual Campaign Contribution Limits”, of Chapter 2, entitled “Administration,” within Article II, entitled “Requirements for City Employment”;

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

Section 1. That Article 11, entitled “Requirements of City Employment,” of Chapter 2, which Chapter is entitled “Administration” of the City Code of Ordinances, is revised to repeal City Code Section 2-30 as follows:

ARTICLE II – ADMINISTRATION

Section 2-30 Reserved. Individual campaign contribution limits.

~~(a) *Definitions.* The following terms, as used in this section, shall mean:~~

~~*Candidate* shall have the meaning given to such term in F.S. Ch. 106, as amended from time to time.~~

~~*Committee of continuous existence* shall have the meaning given to such term in F.S. Ch. 106, as amended from time to time.~~

~~*Contribution* shall have the meaning ascribed to such term in F.S. Ch. 106, as amended and supplemented. An independent expenditure, as that term is defined in F.S. Ch. 106, is not included within the meaning of contribution.~~

~~*Expenditure* shall have the meaning ascribed to such term in F.S. Ch. 106, as amended and supplemented.~~

~~*Labor organization or union* shall mean any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.~~

~~*Natural person* shall mean any human being other than an unemancipated child under the age of eighteen (18) years old.~~

~~*Political committee* shall have the meaning given to such term in F.S. Ch. 106, as amended from time to time.~~

~~*Unincorporated association* means any group of natural persons formed for a common purpose or objective.~~

~~*Unopposed candidate* shall have the meaning given to such term in F.S. § 106.011(15), as amended from time to time.~~

~~(b) *State law to apply.* All city elections shall be conducted in accordance with the requirements set forth in Florida Statutes, and with the coexisting provisions of the City Charter and this section.~~

~~(c) *Prohibited contributions.* No contribution shall be made to any candidate with respect to any election for the office of mayor or city commissioner, except by a natural person. It~~

shall be unlawful for any entity or organization listed below to make a contribution in connection with any general or special election held to select candidates for mayor or city commissioner, or for any mayoral or commission candidate or other person to accept or receive any contribution prohibited by this section, or any officer or director of any entity or organization below to consent to any contribution by the entity or organization, as the case may be, where prohibited by this section:

- (1) ~~Any corporation, corporation not for profit, partnership, limited partnership, limited liability partnership, association cooperative, joint venture, business trust, limited liability company, professional service corporation, or sole proprietorship organized under the laws of the State of Florida or any other state or foreign country, and as defined in Florida Statutes;~~
 - (2) ~~Any bank or financial institution organized or doing business under the laws of the United States, the State of Florida or any other state or foreign country;~~
 - (3) ~~Any labor organization or union;~~
 - (4) ~~Any political committee or political action committee;~~
 - (5) ~~Any committee of continuous existence;~~
 - (6) ~~Any unincorporated association;~~
 - (7) ~~Any entity similar to any of the foregoing.~~
- (d) ~~*Limitation on contributions and expenditures.* It is unlawful for any natural person to make a contribution or expenditure in excess of two hundred fifty dollars (\$250.00) directly or indirectly to any candidate for election to the office of mayor or city commissioner. Furthermore, it shall be unlawful for any candidate, political committee or other person to knowingly accept or receive any campaign contribution or expenditure prohibited by this section. The contribution and expenditure limits of this section apply to each election. For the purposes of this section, any special election and any general election are separate elections so long as the candidate is not an unopposed candidate as defined in F.S. § 106.011(15), as amended or supplemented.~~
- (e) ~~*Penalties.* Any individual who violates this section shall be subject to the penalties elsewhere prescribed in the City Code of Ordinances which are applicable to a violation of a municipal ordinance.~~

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 be effective immediately at adoption on second reading.

PASSED on first reading on September 28, 2021.

PASSED AND ADOPTED on second reading on October 12, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE APPROVING THE REQUEST MADE BY GREENSPOON MARDER, ON BEHALF OF THE PROPERTY OWNERS, DANIA LIVE 1748 II LLC AND KIMCO REALTY CORPORATION, APPROVING A PLAT NOTE AMENDMENT (DR-054-21), FOR PROPERTY LOCATED NORTH OF STIRLING ROAD, EAST OF INTERSTATE 95, AND WEST OF BRYAN ROAD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE

Purchasing Requests ONLY

Dept:

Acct #:

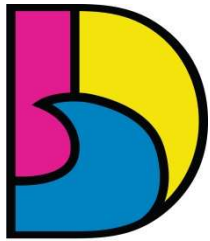
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo, Staff Report, O-2021-025 Dania Live 1748 II LLC and Kimco Realty Corporation
Dania Pointe Plat Note Amendment (DR-054-21), Supporting Documents, Location Map



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: October 12, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director
Richard Lorber, AICP, Planning and Zoning Manager
Anne-Christine Carrie, Senior Planner

Candido Sosa-Cruz
Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania Beach, ou=City Manager, email=c.sosa-cruz@danabeachfl.gov, c=US
Date: 2021.09.29 12:28:49 -0400

Eleanor Norena
Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=City of Dania Beach, ou=Community Development, email=enorena@danabeachfl.gov, c=US
Date: 2021.09.29 12:55:46 -0400

Corinne Lajoie
Digitally signed by Corinne Lajoie
DN: cn=Corinne Lajoie, o=City of Dania Beach, ou=Community Development, email=clajoie@danabeachfl.gov, c=US
Date: 2021.09.29 12:57:12 -0400

Digitally signed by Richard Lorber
Date: 2021.09.29 10:22:36 -0400

Digitally signed by Anne-Christine Carrie
DN: cn=Anne-Christine Carrie, o=City of Dania Beach, ou=Community Development, email=acarrie@danabeachfl.gov, c=US
Date: 2021.09.29 10:55:22 -0400

SUBJECT: **DR-054-21:** The applicant, Greenspoon Marder, on behalf of the property owners Dania Live 1748 II LLC and KIMCO Realty Corporation, requests an amendment to the Restrictive Note on the plat of the property located to the north of Stirling Road, between Bryan Road and I-95. (SECOND READING)

Request: To amend the Restrictive Note on the Dania Pointe Plat to allow an additional 400 dwelling units, as well as an additional 12,670 SF of commercial space while eliminating bank use.

Background

The Applicant requests additional density and commercial space for the Dania Pointe development site. The Plat currently restricts the property to 931,330 square feet of commercial use; 506,000 square feet of office use; 7,000 square feet of bank; 350 hotel rooms; and 400 multi-family high rise units and 600 multi-family mid-rise units. The amended note would increase the commercial use to 944,000 square feet, remove the bank use, and increase the multi-family mid-rise units to 1,000. The increase is within the approved development thresholds identified in the DDG.

The requested residential units would be assigned from the RAC Monitoring Table. There are currently 1,278 units available for allocation for the RAC Land Use designated properties. This allocation would bring the total available residential units in the RAC to 878 units.

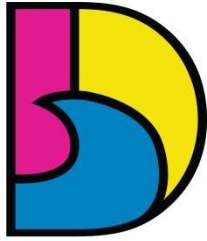
This is the second and final reading of this item.

Budgetary Impact

None

Recommendation

Approve the Delegation Request on second reading.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

DATE: September 28, 2021

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

VIA: Candido Sosa-Cruz, Deputy City Manager

FROM: Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director
Richard Lorber, AICP, Planning & Zoning Manager
Anne-Christine Carrie, Senior Planner

SUBJECT: **DR-054-21:** The applicant, Greenspoon Marder, on behalf of the property owners Dania Live 1748 II LLC and KIMCO Realty Corporation, requests an amendment to the Restrictive Note on the plat of the property located to the north of Stirling Road, between Bryan Road and I-95.

Request

To amend the restrictive note on the Dania Pointe Plat from:

"This Plat is restricted to 931,330 square feet of commercial use; 506,000 square feet of office use; 7,000 square feet of bank; 350 hotel rooms; and 400 multi-family high rise units and 600 multi-family mid-rise units"

to

The Plat shall be restricted to 944,000 square feet of commercial use; 506,000 square feet of office use; 350 hotel rooms; and 400 multi-family high rise units and 1,000 multi-family mid-rise units.

PROPERTY INFORMATION

EXISTING ZONING:	PMUD, Planned Mixed-Use Development
LAND USE DESIGNATION:	RAC, Regional Activity Center
SITE ACREAGE:	101.13 acres
EXISTING USE:	Mixed-Use
VIOLATIONS ON PROPERTY:	There are outstanding code violations on the property

PUBLIC HEARING NOTICE

This item was duly advertised, posted, and noticed pursuant to Article 610 of the Land Development Code.

Background

The property is over 100 acres large. It is developed with several commercial uses, a hotel and one multifamily structure with 336 rental units. An additional multifamily development consisting of 200 units was approved by the City Commission on September 13, 2021. The site fronts Stirling Road to the south,

Bryan Road to the east and Interstate 95 to the west. The adjacent property to the north is developed with warehouses. The properties to the west are developed with hotels and retail, and to the south is the Dania Beach municipal limit. Three (3) new multifamily developments were recently approved to the east, one (1) of which is currently under construction.

On February 23, 2016, the Dania Pointe Plat (PB 183, Pg. 94) was adopted by the City Commission pursuant to O-2016-003. On May 24, 2016, the property was rezoned to the PMUD zoning district which included the Dania Pointe Development Design Guidelines (O-2016-008; the "DDG"). The Dania Pointe DDG outline the property's permitted density and intensity which is conditioned by a Developer's Agreement with the City of Dania Beach. The most recent version of the Agreement was approved by the City Commission on November 14, 2017 (R-2017-146). The document outlines the improvements needed to develop the site and is recorded in the Official Records of Broward County as Instrument No. 114740477.

Per page 13 of the DDG, titled Sec. 3 Density/Intensity, Dania Pointe is limited to 1,125,000 square feet Commercial, 1,000,000 square feet Office, 400 Hotel Rooms, and 1,400 residential dwelling units. The request to allow an additional 400 dwelling units, 12,670 SF of commercial space and to remove the bank space is consistent with the DDG's. The dwelling units would be assigned from the City's RAC Monitoring Table which currently has a total of 1,278 units available. This allocation would bring the total available residential units in the RAC to 878 units. The request meets the Land Development Code and is in furtherance of the Comprehensive Plan.

DEVELOPMENT REVIEW COMMITTEE (DRC)

This application was reviewed by the Development Review Committee on August 12, 2021. The DRC includes personnel from the BSO Fire, Public Services, the City's landscape consultant and Community Development Department's Planning Division. All DRC comments have been satisfied.

This is the first of two required readings for this item.

Recommendation

The requested amendment to the Restrictive Note on the Plat meets the City's zoning regulations. Therefore, staff is recommending approval of the request on first reading.

ORDINANCE NO. 2021-025

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY GREENSPOON MARDER, ON BEHALF OF THE PROPERTY OWNERS, DANIA LIVE 1748 II LLC AND KIMCO REALTY CORPORATION, APPROVING A PLAT NOTE AMENDMENT (DR-054-21), FOR PROPERTY LOCATED NORTH OF STIRLING ROAD, EAST OF INTERSTATE 95, AND WEST OF BRYAN ROAD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Greenspoon Marder, a law firm, on behalf of the property owners Dania Live 1748 II LLC and KIMCO Realty Corporation, (“Applicant”), has requested approval of a Plat Note Amendment (the “Plat Note Amendment”) for the property located north of Stirling Road, east of I-95 and west of Bryan Road within the City of Dania Beach, Florida (the “City”), which property is legally described in Exhibit “A” (the “Property”) attached and incorporated by reference into this Ordinance; and

WHEREAS, the Dania Pointe Plat was adopted on February 23, 2016. by the City Commission pursuant to O-2016-003; and

WHEREAS, the City Code of Ordinances, Chapter 28 “Land Development Code” (the “LDC”), Part 6, entitled “Development Review Procedures and Requirements,” Article 640 entitled “Plats,” at Section 640-70, entitled “Amendment of plat”, states that subsequent to City Commission approval of a Plat, the Plat may [thereafter] be amended by the City Commission; and

WHEREAS, the Applicant has requested approval to amend the Restrictive Note on the Plat which authorized 931,330 square feet of commercial use, 506,000 square feet of office use, 7,000 square feet of bank, 350 hotel rooms, 400 multi-family high rise units and 600 multi-family mid-rise units; and

WHEREAS, the Restrictive Note would now permit 944,000 square feet of commercial use, 506,000 square feet of office use, 350 hotel rooms, and 400 multi-family high rise units and 1,000 multi-family mid-rise units; and

WHEREAS, Broward County requires that the City concur with the proposed revision prior to review by the Broward County Commission; and

WHEREAS, staff recommended approval of the requested application in the staff report;
and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that approving the Applicant's requests for a plat note amendment (DR-054-21) is consistent with the City's Comprehensive Plan.

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

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and they are made a specific part of this Ordinance.

Section 2. That the plat described in Exhibit "B", a copy of which is attached, made a part of and incorporated into this Ordinance by this reference, was reviewed by the Development Review Committee, which includes representatives from the Broward Sheriff's Office Fire Department, the City Public Services Department, the City's landscape consultant and the City Planning Division.

Section 3. That the City's staff report (DR-54-21) is ratified and confirmed as being true and correct and is made a specific part of the Ordinance as finding of fact.

Section 4. Pursuant to Chapter 28, "Land Development Code," Part 6 entitled "Development Review Procedures and Requirements," Article 640, entitled "Plats," at Section 640-70, entitled "Amendment of plat," the amendment to the Restrictive Note (DR-054-21) on the Dania Pointe Plat is approved.

Section 5. That the plat note clarifying and limiting the use of the platted property on the "Dania Pointe" Plat, is amended from:

This Plat is restricted to 931,330 square feet of commercial use; 506,000 square feet of office use; 7,000 square feet of bank; 350 hotel rooms; and 400 multi-family high rise units and 600 multi-family mid-rise units.

To state that:

The Plat shall be restricted to 944,000 square feet of commercial use; 506,000 square feet of office use; 350 hotel rooms; and 400 multi-family high rise units and 1,000 multi-family mid-rise units.

That this note amendment to the Plat is accepted and approved by the City of Dania Beach.

Section 6. 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 7. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 8. That this Ordinance shall be in force and take effect immediately upon its passage and adoption.

PASSED on first reading on September 28, 2021.

PASSED AND ADOPTED on second reading on October 12, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

EXHIBIT "A"
Dania Pointe Plat

LEGAL DESCRIPTION

PARCEL OF LAND BEING A PORTION OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; SAID PARCEL CONTAINING ALL OF OR PORTIONS OF THE FOLLOWING DESCRIBED PLATS AND ROAD RIGHT-OF-WAYS:

ALL OF BLOCK 7 AND A PORTION OF BLOCK 8, TIGERTAIL GROVE RESUBDIVISION, RECORDED IN PLAT BOOK 30, PAGE 20; A PORTION OF TRACT "A", "RE-AMENDED PLAT OF HOLLYWOOD PALMS", RECORDED IN PLAT BOOK 36, PAGE 46; A PORTION OF TRACT "A", "THE GADDIS PLAT"; RECORDED IN PLAT BOOK 112. PAGE 7; A PORTION OF PARCEL 'A', DUKE & DUKE SUBDIVISION, RECORDED IN PLAT BOOK 124, PAGE 48; ALL OF PARCEL "A", DANIA OFFICE PARK, RECORDED IN PLAT BOOK 130, PAGE 29; ALL OF PARCEL "A", COMMERCE CENTER OF DANIA, RECORDED IN PLAT BOOK 135, PAGE 44; ALL OF PARCEL "A", SAN-MAR PLAT, RECORDED IN PLAT BOOK 142, PAGE 18; ALL OF PARCEL "A", 'DANIA BEACH AIR & PORT COMMERCE CENTER'. RECORDED IN PLAT BOOK 177. PAGES 81 THRU 83 ALL OF THE ABOVE REFERENCED PLATS BEING RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; A PORTION OF TIGERTAIL BOULEVARD (N.W. 1ST STREET) RIGHT-OF-WAY, LYING EAST OF THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33 AND WEST OF THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD; A PORTION OF DANIA BEACH BOULEVARD RIGHT-OF-WAY, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD 9) AND WEST OF THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD; A PORTION OF BRYAN ROAD RIGHT-OF-WAY AS DEDICATED BY SAID SAN-MAR PLAT, SAID PARCEL AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33;

THENCE N.01°41'47" W., ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (S.E. 1/4), A DISTANCE OF 668.72 FEET, TO THE MOST NORTHERLY SOUTHWEST CORNER OF SAID PARCEL "A", SAN-MAR PLAT AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE S.87°32'08"W. ALONG THE SOUTH LINE OF PARCEL "A", DUKE & DUKE SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 124, PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, A DISTANCE OF 49.21 FEET;

THENCE N.12°26'03"E., A DISTANCE OF 201.54 FEET, TO A POINT ON THE EAST LINE OF PARCEL "A", SAID DUKE & DUKE SUBDIVISION;

THENCE N.01'41'47"W., ALONG SAID EAST LINE AND THE WEST LINE OF PARCEL "A", OF SAID SAN-MAR" PLAT, A DISTANCE OF 231.30 FEET;

THENCE S.88'18'13"W., A DISTANCE OF 513.30 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY UNE OF INTERSTATE 95 (S.R. 9). SAID POINT ALSO BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE WEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.89'43'55"E. (THE FOLLOWING TWO COURSES BEING COINCIDENT WITH THE EAST RIGHT OF WAY LINE OF SAID INTERSTATE 95 (S.R. 9):

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 04'00'14" AND A RADIUS OF 5,929.65 FEET, FOR AN ARC DISTANCE OF 414.38 FEET. TO A POINT OF TANGENCY;

THENCE N.04'16'19"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 1.158.32 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL "A", COMMERCE CENTER OF DANIA:

THENCE N.87'26'02"E., ALONG NORTH LINE OF SAID PARCEL "A", AND THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33. A DISTANCE OF 569.57 FEET, TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4). SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT "A", "RE-AMENDED PLAT OF HOLLYWOOD PALMS";

THENCE N.01'41'47"W., ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 33 AND THE WEST LINE OF SAID TRACT "A", A DISTANCE OF 295.03 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH 295.00 FEET OF SAID TRACT "A";

THENCE N.87'26'02"E., ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 1,324.07 FEET, TO A POINT ON THE EAST LINE OF SAID TRACT "A";

THENCE S.01'44'05"E., ALONG SAID EAST LINE, A DISTANCE OF 295.03 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT "A";

THENCE S.87'26'02"W., ALONG THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 15.00 FEET, TO THE NORTHEAST CORNER OF SAID PARCEL "A", DANIA OFFICE PARK;

THENCE S.01'29'36"E., ALONG A LINE 40 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST ONE-HALF (W. 1/2) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4), A DISTANCE OF 2,295.74 FEET;

THENCE S.05'20'43"W., A DISTANCE OF 100.78 FEET;

THENCE S.01'29'36"E., A DISTANCE OF 200.00 FEET, TO THE MOST NORTHERLY SOUTHEAST CORNER OF SAID PARCEL "A";

THENCE S.43'02'17"W., A DISTANCE OF 42.08 FEET, TO THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARCEL 'A', (THE FOLLOWING THREE COURSES BEING COINCIDENT WITH THE SOUTH LINE OF SAID PARCEL "A");

THENCE S.87'34'11"W., A DISTANCE OF 53.26 FEET;

THENCE N.85'35'15"W., A DISTANCE OF 100.72 FEET;

THENCE S.87'34'11"W., A DISTANCE OF 200.03 FEET, TO THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL "A", SAID POINT ALSO BEING A POINT ON THE EAST LINE OF SAID TRACT A', 'THE GADDIS PLAT',

THENCE S.01'32'39"E., ALONG THE EAST LINE OF SAID TRACT "A", A DISTANCE OF 10.00 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT "A";

THENCE S.87'34'11"W., ALONG THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 2.85 FEET (THE FOLLOWING THREE COURSE BEING COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF STIRLING ROAD (S.R. 848) AS DEDICATED BY OFFICIAL RECORD BOOK 22110. PAGE 521 OF SAID PUBLIC RECORDS);

THENCE N.78'56'04"W., A DISTANCE OF 51.42 FEET;

THENCE S.87'34'11"W., A DISTANCE OF 217.00 FEET;

THENCE S.02'25'49"E., A DISTANCE OF 12.00 FEET, TO A POINT ON THE SOUTH LINE OF SAID TRACT "A";

THENCE S.87'34'11"W., ALONG THE SOUTH LINE OF SAID TRACT "A", AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 269.97 FEET;

THENCE S.01'32'39"E., A DISTANCE OF 2.00 FEET, TO A POINT ON A LINE 53.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST ONE-QUARTER (S.E. 1/4);

THENCE S.87'34'11"W., ALONG SAID PARALLEL LINE A DISTANCE OF 30.14 FEET, TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF PARCEL "A". "STIRLING ROAD PLAZA", RECORDED IN PLAT BOOK 178, PAGE 112, OF SAID PUBLIC RECORDS;

THENCE N.01'38'44"W., ALONG SAID SOUTHERLY EXTENSION. ALONG SAID EAST LINE AND ALONG THE EAST LINE OF PARCEL "A", HILTON GARDENS AT STIRLING ROAD, RECORDED IN PLAT BOOK 171, PAGE 14, OF SAID PUBLIC RECORDS, A DISTANCE OF 615.92 FEET, TO THE NORTHEAST CORNER OF SAID PARCEL "A";

THENCE S.87°32'08"W., ALONG THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 335.53 FEET; TO THE POINT OF BEGINNING:

SAID LAND SITUATE WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 102.03 ACRES. (4,444,235 SQUARE FEET). MORE OR LESS.

EXHIBIT “B”

July 14, 2021

Narrative for proposed Plat Note Amendment application for property located within the Dania Pointe Plat ("Property")

Plat Note Amendment
Dania Pointe Plat (035-MP-15)

The subject property is located in the City of Dania Beach on the Dania Pointe Plat ("Plat"), located north of Stirling Road, east of Interstate 95, and west of Bryan Road. This Plat Note Amendment request is for the purpose of increasing the commercial use by 12,670 square feet (*i.e., from 931,330 to 944,000*), while eliminating the 7,000 square feet approved for a bank, and to increase the 600 multi-family mid-rise units to 1,000 multi-family mid-rise units. The proposed uses will not have an impact of trip generation (*i.e., no change in trips during the P.M. peak hours*) from the currently approved thresholds for the Plat as per the Memorandum from Kimley Horn & Associates dated June 23, 2021, attached hereto.

The current description of the Dania Pointe Plat Note is as follows:

This Plat is restricted to 931,330 square feet of commercial use; 506,000 square feet of office use; 7,000 square feet of bank; 350 hotel rooms; and 400 multi-family high rise units and 600 multi-family mid-rise units.

The Applicant proposed to amend the Plat Note to read as follows:

This Plat is restricted to 944,000 square feet of commercial use; 506,000 square feet of office use; 350 hotel rooms; and 400 multi-family high rise units and 1,000 multi-family mid-rise units.

GREENSPOON MARDER LLP

Michael Alpert, AICP
For the Firm

DANIA POINTE

A REPLAT OF ALL OF BLOCK 7 AND A PORTION OF BLOCK 8, TIGERTAIL GROVE RESUBDIVISION, RECORDED IN PLAT BOOK 30, PAGE 20; A PORTION OF TRACT "A", "RE-AMENDED PLAT OF HOLLYWOOD PALMS", RECORDED IN PLAT BOOK 36, PAGE 46; A PORTION OF TRACT "A", "THE GADDIS PLAT", RECORDED IN PLAT BOOK 112, PAGE 7; A PORTION OF PARCEL "A", DUKE & DUKE SUBDIVISION, RECORDED IN PLAT BOOK 124, PAGE 48; ALL OF PARCEL "A", DANIA OFFICE PARK, RECORDED IN PLAT BOOK 130, PAGE 29; ALL OF PARCEL "A", COMMERCE CENTER OF DANIA, RECORDED IN PLAT BOOK 135, PAGE 44; ALL OF PARCEL "A", SAN-MAR PLAT, RECORDED IN PLAT BOOK 142, PAGE 18; ALL OF PARCEL "A", "DANIA BEACH AIR & PORT COMMERCE CENTER", RECORDED IN PLAT BOOK 177, PAGES 81 THRU 83; A PORTION OF TIGERTAIL BOULEVARD (N.W. 1ST STREET) RIGHT-OF-WAY, LYING EAST OF THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33 AND WEST OF THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD; A PORTION OF DANIA BEACH BOULEVARD RIGHT-OF-WAY, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD 9) AND WEST OF THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD, A PORTION OF BRYAN ROAD RIGHT-OF-WAY AS DEDICATED BY SAID SAN-MAR PLAT, ALL BEING RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE WITHIN SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST, CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

DEDICATION: }
STATE OF FLORIDA }
COUNTY OF BROWARD }
KNOW ALL MEN BY THESE PRESENTS: THAT DANIA LIVE 1748, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON, SAID PLAT TO BE KNOWN AS DANIA POINTE, A REPLAT.
THE RIGHTS-OF-WAY SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR PROPER PURPOSES.
THE DRAINAGE EASEMENT (D.E.) AS SHOWN HEREON IS HEREBY DEDICATED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) FOR DRAINAGE AND MAINTENANCE PURPOSES.
THE RIGHTS-OF-WAY ADJACENT TO STIRLING ROAD(SR-848) ARE DEDICATED AND GRANTED IN FEE SIMPLE TO THE FLORIDA DEPARTMENT TRANSPORTATION (FDOT) FOR THE PERPETUAL USE OF THE PUBLIC FOR ROADWAY PURPOSES.

IN WITNESS WHEREOF, THAT SAID DANIA LIVE 1748, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, HAS CAUSED THESE PRESENTS TO BE SIGNED BY JOSEPH DENIS ITS Vice President THIS 16th DAY OF APRIL, A.D. 2016.

WITNESSES:
BY: DANIA LIVE 1748, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

PRINT NAME: Peter S. Flis
BY: Joseph Denis
TITLE: VICE PRESIDENT

PRINT NAME: M. Trommsdorff

ACKNOWLEDGMENT:
STATE OF FLORIDA }
COUNTY OF BROWARD }

I HEREBY CERTIFY, THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME JOSEPH DENIS AS VICE PRESIDENT OF DANIA LIVE 1748, LLC A DELAWARE LIMITED LIABILITY COMPANY, TO ME WELL KNOWN TO BE THE PERSON DESCRIBED IN AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES HEREIN AS EXPRESSED.

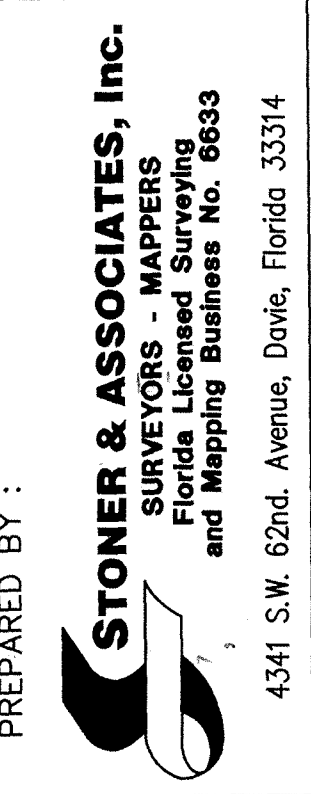
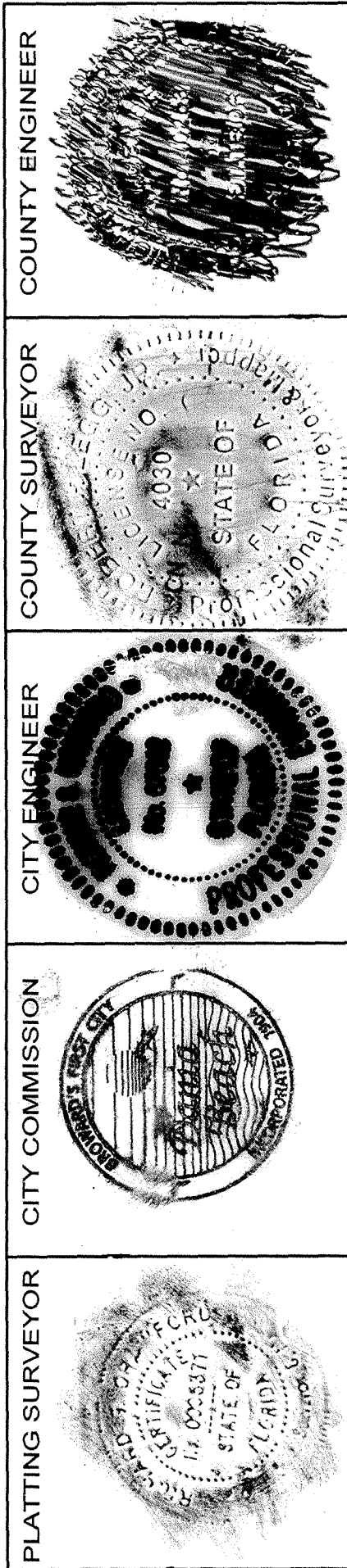
WITNESS: MY HAND AND SEAL THIS 26 DAY OF April, A.D. 2016.

COMMISSION NO.: FF 924050

MY COMMISSION EXPIRES: 10/4/19



PRINT NAME: Rose Marie Javier



BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT:
THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD THIS 17 DAY OF JUNE, A.D. 2017.

BY: b Scodie
DIRECTOR/DESIGNEE

BROWARD COUNTY PLANNING COUNCIL:
THIS IS TO CERTIFY: THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH THE DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS THIS 17 DAY OF DECEMBERS, A.D. 2015.

BY: Amato
CHAIRPERSON

THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS 30th DAY OF JUNE, A.D. 2017.

BY: D Vastoluna
EXECUTIVE DIRECTOR OR DESIGNEE

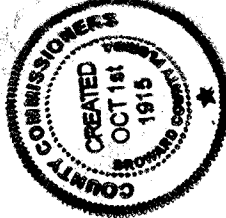
BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT COUNTY RECORDS DIVISION - MINUTES SECTION:
THIS IS TO CERTIFY: THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS 14th DAY OF JUNE, A.D. 2016.

ATTEST: BERTHA HENRY, COUNTY ADMINISTRATOR

BY: Margaret Ruff v. Mayor, County Commission
DEPUTY

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT COUNTY RECORDS DIVISION - RECORDING SECTION:
THIS IS TO CERTIFY: THAT THIS PLAT WAS FILED FOR RECORD ON THIS 6th DAY OF APRIL, A.D. 2017, AND RECORDED IN PLAT BOOK 183 AT PAGE 91-92. RECORD VERIFIED.

ATTEST: BERTHA HENRY, COUNTY ADMINISTRATOR



BY: [Signature]
DEPUTY

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION:
THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES AND APPROVED AND ACCEPTED FOR RECORD.

BY: Robert P. Legg
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER LS4030
DATE: 6/30/17

BY: Richard Tornese
DIRECTOR
FLORIDA PROFESSIONAL ENGINEER REGISTRATION NUMBER 40263
DATE: 6/30/17

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS HEREBY SURVEYED, SUBDIVIDED, AND PLATTED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION. THAT THE SURVEY DATA SHOWN HEREON CONFORMS TO THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND WITH THE APPLICABLE SECTION OF CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE. AND FURTHER THAT THE PERMANENT REFERENCE MONUMENTS WERE SET THIS DAY OF SAID CHAPTER 177, PERMANENT CONTROL POINTS WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY INSURING CONSTRUCTION OF THE REQUIRED SUBDIVISION IMPROVEMENTS.

BY: [Signature]
PROFESSIONAL SURVEYOR AND MAPPER NO. LS5371
STONER & ASSOCIATES, INC.
4341 S.W. 62nd AVENUE
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION NUMBER LB6633
DATE: 4/25/16

DANIA POINTE

A REPLAT OF ALL OF BLOCK 7 AND A PORTION OF BLOCK 3, TIGERTAIL GROVE RESUBDIVISION, RECORDED IN PLAT BOOK 30, PAGE 20; A PORTION OF TRACT "A", "RE-AMENDED PLAT OF HOLLYWOOD PALMS", RECORDED IN PLAT BOOK 36, PAGE 46; A PORTION OF TRACT "A", "THE GADDIS PLAT", RECORDED IN PLAT BOOK 112, PAGE 7; A PORTION OF PARCEL "A", DUKE & DUKE SUBDIVISION, RECORDED IN PLAT BOOK 12-, PAGE 48; ALL OF PARCEL "A", DANIA OFFICE PARK, RECORDED IN PLAT BOOK 130, PAGE 29; ALL OF PARCEL "A", COMMERCE CENTER OF DANIA, RECORDED IN PLAT BOOK 135, PAGE 44; ALL OF PARCEL "A", SAN-MAR PLAT, RECORDED IN PLAT BOOK 142, PAGE 18; ALL OF PARCEL "A", DANIA BEACH AIR & PORT COMMERCE CENTER", RECORDED IN PLAT BOOK 177, PAGES 81 THRU 83; A PORTION OF TIGERTAIL BOULEVARD (N.W. 1ST STREET) RIGHT-OF-WAY, LYING EAST OF THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33 AND WEST OF THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD; A PORTION OF DANIA BEACH BOULEVARD RIGHT-OF-WAY, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD 9) AND WEST OF THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD; A PORTION OF BRYAN ROAD RIGHT OF WAY AS DEDICATED BY SAID SAN - MAR PLAT.

ALL BEING RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
SAID LANDS SITUATE WITHIN SECTION 33, TOWNSHIP 50, SOUTH, RANGE 42- EAST,
CITY OF DANIA BEACH BROWARD COUNTY, FLORIDA

DEDICATION:
STATE OF VIRGINIA }
COUNTY OF Broward } SS

KNOW ALL MEN BY THESE PRESENTS: THAT DISCOUNT AUTO PARTS, LLC, A VIRGINIA LIMITED LIABILITY COMPANY, THE OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON, SAID PLAT TO BE KNOWN AS DANIA POINTE, A REPLAT.

THE RIGHTS-OF-WAY SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR PROPER PURPOSES.

THE DRAINAGE EASEMENT (D.E.) AS SHOWN HEREON IS HEREBY DEDICATED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) FOR DRAINAGE AND MAINTENANCE PURPOSES.

IN WITNESS WHEREOF, THAT SAID DISCOUNT AUTO PARTS, LLC, A VIRGINIA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY WILLIAM H. CARTER ITS VICE PRESIDENT THIS 2 DAY OF May, A.D. 2016.

WITNESS:

PRINT NAME: Jordan Vance

WITNESS:

PRINT NAME: Joanne M. Hanner

ACKNOWLEDGMENT:

STATE OF VIRGINIA }
COUNTY OF Broward } SS

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME WILLIAM H. CARTER AS VICE PRESIDENT OF DISCOUNT AUTO PARTS, LLC, A VIRGINIA LIMITED LIABILITY COMPANY, TO ME WELL KNOWN TO BE THE PERSON DESCRIBED IN AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES HEREIN EXPRESSED.

WITNESS: MY HAND AND SEAL THIS 2 DAY OF May, A.D. 2016.

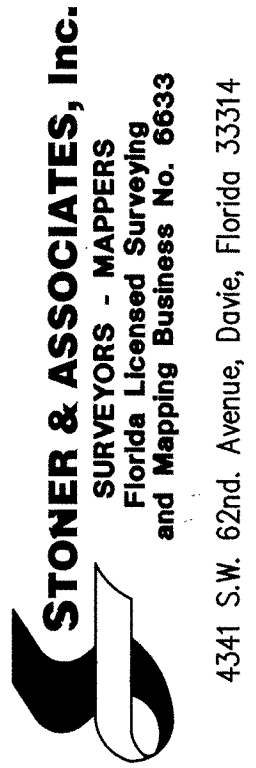
COMMISSION NO.: 7301160

MY COMMISSION EXPIRES: 2/28/2017

PRINT NAME: Michelle L. Carter

Michelle L. Carter
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 7201160
My Commission Expires 2/28/2017

PREPARED BY :



PREPARED BY :

STONER & ASSOCIATES, Inc.
SURVEYORS - MAPPERS
Florida Licensed Surveying
and Mapping Business No. 6633

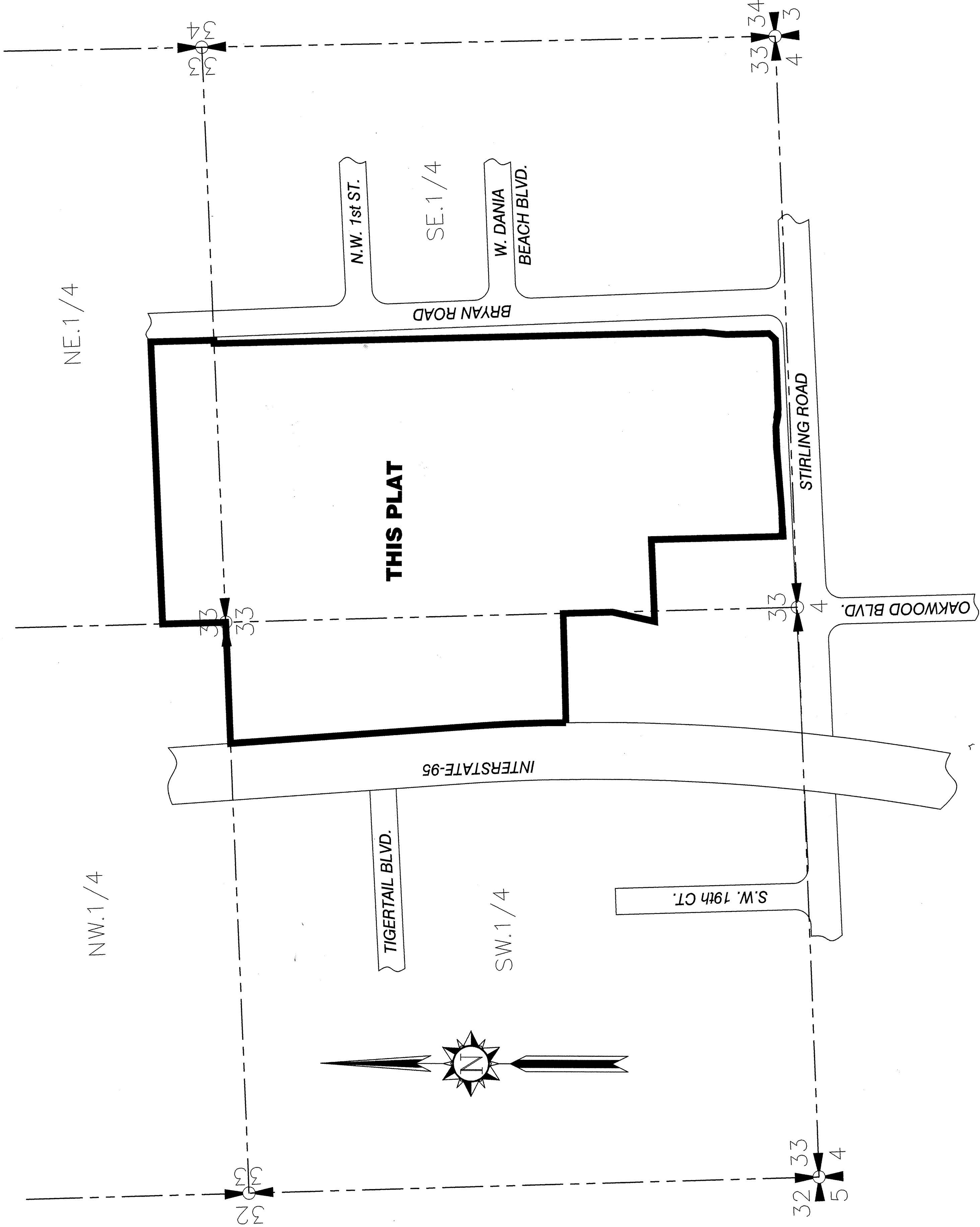
4341 S.W. 62nd. Avenue, Davie, Florida 33314

DANIA POINTE

A REPLAT OF ALL OF BLOCK 7 AND A PORTION OF BLOCK 8, TIGERTAIL GROVE RESUBDIVISION, RECORDED IN PLAT BOOK 30, PAGE 20: A PORTION OF TRACT "A", "RE-AMENDED PLAT OF HOLLYWOOD PALMS", RECORDED IN PLAT BOOK 36, PAGE 46; A PORTION OF TRACT "A", "THE GADDIS PLAT", RECORDED IN PLAT BOOK 112, PAGE 7; A PORTION OF PARCEL "A", DUKE & DUKE SUBDIVISION, RECORDED IN PLAT BOOK 124, PAGE 48; ALL OF PARCEL "A", DANIA OFFICE PARK, RECORDED IN PLAT BOOK 130, PAGE 29; ALL OF PARCEL "A", COMMERCE CENTER OF DANIA, RECORDED IN PLAT BOOK 135, PAGE 44; ALL OF PARCEL "A", SAN-MAR PLAT, RECORDED IN PLAT BOOK 142, PAGE 18; ALL OF PARCEL "A", "DANIA BEACH AIR & PORT COMMERCE CENTER", RECORDED IN PLAT BOOK 177, PAGES 81 THRU 83; A PORTION OF TIGERTAIL BOULEVARD (N.W. 1ST STREET) RIGHT-OF-WAY, LYING EAST OF THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33 AND WEST OF THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD; A PORTION OF DANIA BEACH BOULEVARD RIGHT-OF-WAY, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD 9) AND WEST OF THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD; A PORTION OF BRYAN ROAD RIGHT-OF-WAY AS DEDICATED BY SAID SAN-MAR PLAT. ALL BEING RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE WITHIN SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST,

CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.



LOCATION MAP

SCALE: 1"=300'

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

INSTR #114485103
Plats 183/91
Page 3 of 9

LEGAL DESCRIPTION:

PARCEL OF LAND BEING A PORTION OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; SAID PARCEL CONTAINING ALL OF OR PORTIONS OF THE FOLLOWING DESCRIBED PLATS AND ROAD RIGHT-OF-WAYS:

ALL OF BLOCK 7 AND A PORTION OF BLOCK 8, TIGERTAIL GROVE RESUBDIVISION, RECORDED IN PLAT BOOK 30, PAGE 20; A PORTION OF TRACT "A", "RE-AMENDED PLAT OF HOLLYWOOD PALMS", RECORDED IN PLAT BOOK 36, PAGE 46; A PORTION OF TRACT "A", "THE GADDIS PLAT", RECORDED IN PLAT BOOK 112, PAGE 7; A PORTION OF PARCEL "A", DUKE & DUKE SUBDIVISION, RECORDED IN PLAT BOOK 124, PAGE 48; ALL OF PARCEL "A", DANIA OFFICE PARK, RECORDED IN PLAT BOOK 130, PAGE 29; ALL OF PARCEL "A", COMMERCE CENTER OF DANIA, RECORDED IN PLAT BOOK 135, PAGE 44; ALL OF PARCEL "A", SAN-MAR PLAT, RECORDED IN PLAT BOOK 142, PAGE 18; ALL OF PARCEL "A", "DANIA BEACH AIR & PORT COMMERCE CENTER", RECORDED IN PLAT BOOK 177, PAGES 81 THRU 83; A PORTION OF TIGERTAIL BOULEVARD (N.W. 1ST STREET) RECORDS OF BROWARD COUNTY, FLORIDA; A PORTION OF TIGERTAIL BOULEVARD (N.W. 1ST STREET) RIGHT-OF-WAY, LYING EAST OF THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33 AND WEST OF THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD; A PORTION OF DANIA BEACH BOULEVARD RIGHT-OF-WAY, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD 9) AND WEST OF THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD; A PORTION OF BRYAN ROAD RIGHT-OF-WAY AS DEDICATED BY SAID SAN-MAR PLAT. SAID PARCEL AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33; THENCE N.01°41'47" W., ALONG THE WEST LINE OF SAID SOUTHEAST ONE-QUARTER (S.E. 1/4), A DISTANCE OF 668.72 FEET, TO THE MOST NORTHERLY SOUTHWEST CORNER OF SAID PARCEL "A"; SAN-MAR PLAT AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE S.87°32'08"W. ALONG THE SOUTH LINE OF PARCEL "A"; DUKE & DUKE SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 124, PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 49.21 FEET;

THENCE N.12°26'03"E., A DISTANCE OF 201.54 FEET, TO A POINT ON THE EAST LINE OF PARCEL "A"; SAID DUKE & DUKE SUBDIVISION;

THENCE N.01°41'47"W. ALONG SAID EAST LINE AND THE WEST LINE OF PARCEL "A"; OF SAID SAN-MAR PLAT, A DISTANCE OF 231.30 FEET;

THENCE S.88°18'13"W., A DISTANCE OF 513.30 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95 (S.R. 9); SAID POINT ALSO BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE WEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.89°43'55"E. (THE FOLLOWING TWO COURSES BEING COINCIDENT WITH THE EAST RIGHT OF WAY LINE OF SAID INTERSTATE 95 (S.R. 9);

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 04°00'14" AND A RADIUS OF 5,929.65 FEET, FOR AN ARC DISTANCE OF 414.38 FEET, TO A POINT OF TANGENCY;

THENCE N.04°16'19"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 1,158.32 FEET, TO THE NORTHWEST CORNER OF SAID PARCEL "A"; COMMERCE CENTER OF DANIA;

THENCE N.87°26'02"E., ALONG NORTH LINE OF SAID PARCEL "A" AND THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33, A DISTANCE OF 569.57 FEET, TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4), SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT "A", "RE-AMENDED PLAT OF HOLLYWOOD PALMS";

THENCE N.01°41'47"W., ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 33 AND THE WEST LINE OF SAID TRACT "A"; A DISTANCE OF 295.03 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH 295.00 FEET OF SAID TRACT "A";

THENCE N.87°26'02"E., ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 1,324.07 FEET, TO A POINT ON THE EAST LINE OF SAID TRACT "A";

THENCE S.01°44'05"E., ALONG SAID EAST LINE, A DISTANCE OF 295.03 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT "A";

THENCE S.87°26'02"W., ALONG THE SOUTH LINE OF SAID TRACT "A"; A DISTANCE OF 15.00 FEET, TO THE NORTHEAST CORNER OF SAID PARCEL "A"; DANIA OFFICE PARK;

THENCE S.01°29'36"E., ALONG A LINE 40 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST ONE-HALF (W. 1/2) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4), A DISTANCE OF 2,295.74 FEET;

THENCE S.05°20'43"W., A DISTANCE OF 100.78 FEET;

THENCE S.01°29'36"E., A DISTANCE OF 200.00 FEET, TO THE MOST NORTHERLY SOUTHEAST CORNER OF SAID PARCEL "A";

THENCE S.43°02'17"W., A DISTANCE OF 42.08 FEET, TO THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID PARCEL "A"; (THE FOLLOWING THREE COURSES BEING COINCIDENT WITH THE SOUTH LINE OF SAID PARCEL "A");

THENCE S.87°34'11"W., A DISTANCE OF 53.26 FEET;

THENCE N.85°35'15"W., A DISTANCE OF 100.72 FEET;

THENCE S.87°34'11"W., A DISTANCE OF 200.03 FEET, TO THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL "A"; SAID POINT ALSO BEING A POINT ON THE EAST LINE OF SAID TRACT "A", "THE GADDIS PLAT";

THENCE S.01°32'39"E., ALONG THE EAST LINE OF SAID TRACT "A"; A DISTANCE OF 10.00 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT "A";

THENCE S.87°34'11"W., ALONG THE SOUTH LINE OF SAID TRACT "A"; A DISTANCE OF 2.85 FEET (THE FOLLOWING THREE COURSE BEING COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF STIRLING ROAD (S.R. 848) AS DEDICATED BY OFFICIAL RECORD BOOK 22110, PAGE 521 OF SAID PUBIC RECORDS);

THENCE N.78°56'04"W., A DISTANCE OF 51.42 FEET;

THENCE S.87°34'11"W., A DISTANCE OF 217.00 FEET;

THENCE S.02°25'49"E., A DISTANCE OF 12.00 FEET, TO A POINT ON THE SOUTH LINE OF SAID TRACT "A";

THENCE S.87°34'11"W., ALONG THE SOUTH LINE OF SAID TRACT "A", AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 269.97 FEET;

THENCE S.01°32'39"E., A DISTANCE OF 2.00 FEET, TO A POINT ON A LINE 53.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST ONE-QUARTER (S.E.1/4);

THENCE S.87°34'11"W., ALONG SAID PARALLEL LINE A DISTANCE OF 30.14 FEET, TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF PARCEL "A"; "STIRLING ROAD PLAZA", RECORDED IN PLAT BOOK 178, PAGE 112, OF SAID PUBLIC RECORDS;

THENCE N.01°38'44"W., ALONG SAID SOUTHERLY EXTENSION, ALONG SAID EAST LINE AND ALONG THE EAST LINE OF PARCEL "A"; HILTON GARDENS AT STIRLING ROAD, RECORDED IN PLAT BOOK 171, PAGE 14, OF SAID PUBLIC RECORDS, A DISTANCE OF 615.92 FEET, TO THE NORTHEAST CORNER OF SAID PARCEL "A";

THENCE S.87°32'08"W., ALONG THE NORTH LINE OF SAID PARCEL "A"; A DISTANCE OF 335.53 FEET; TO THE POINT OF BEGINNING;

SAID LAND SITUATE WITHIN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 102.03 ACRES, (4,444,235 SQUARE FEET), MORE OR LESS.

DANIA POINTE

A REPLAT OF ALL OF BLOCK 7 AND A PORTION OF BLOCK 8, TIGERTAIL GROVE RESUBDIVISION, RECORDED IN PLAT BOOK 30, PAGE 20; A PORTION OF TRACT "A", "RE-AMENDED PLAT OF HOLLYWOOD PALMS", RECORDED IN PLAT BOOK 36, PAGE 46; A PORTION OF TRACT "A", "THE GADDIS PLAT", RECORDED IN PLAT BOOK 112, PAGE 7; A PORTION OF PARCEL "A", DUKE & DUKE SUBDIVISION, RECORDED IN PLAT BOOK 124, PAGE 48; ALL OF PARCEL "A", DANIA OFFICE PARK, RECORDED IN PLAT BOOK 130, PAGE 29; ALL OF PARCEL "A", COMMERCE CENTER OF DANIA, RECORDED IN PLAT BOOK 135, PAGE 44; ALL OF PARCEL "A", SAN-MAR PLAT, RECORDED IN PLAT BOOK 142, PAGE 18; ALL OF PARCEL "A", "DANIA BEACH AIR & PORT COMMERCE CENTER", RECORDED (N.W. 1ST STREET) RIGHT-OF-WAY, LYING EAST OF THE WEST LINE BOULEVARD (N.W. 1ST STREET) RIGHT-OF-WAY, LYING EAST OF THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33 AND WEST OF THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD; A PORTION OF DANIA BEACH BOULEVARD RIGHT-OF-WAY, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD 9) AND WEST OF THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD; A PORTION OF BRYAN ROAD RIGHT-OF-WAY AS DEDICATED BY SAID SAN-MAR PLAT. ALL BEING RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE WITHIN SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST, CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.

RIGHT-OF-WAY DEDICATION AREA TABLE			
TOTAL PLAT BOUNDARY PARCEL	4,444,235.46	102.03	
NORTH BRYAN ROAD R/W PARCEL	11,237.75	0.258	
SOUTH BRYAN ROAD R/W PARCEL	6,448.57	0.148	
STIRLING ROAD R/W PARCEL	21,201.08	0.487	
TOTAL RIGHT-OF-WAY PARCEL	38,887.39	0.893	
PARCEL A	4,405,348.06	101.132	

NOTES:

- THE BEARINGS SHOWN ON THIS PLAT, ARE BASED ON STATE PLANE COORDINATES, TRANSVERSE MERCATOR, FLORIDA, EAST ZONE, N.A.D. 83 WITH THE 1980 ADJUSTMENT AS SHOWN ON THE BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION EASTERN BROWARD HORIZONTAL CONTROL NETWORK. CONTROL MONUMENTS THAT WERE UTILIZED IN THIS SURVEY WERE E38, E39 & G38 WITH THE SOUTH LINE OF THE SE ¼ OF SECTION 33-50-42 HAVING A BEARING OF N.87°34'11"W.
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THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.

ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION IV D.1.F., DEVELOPMENT REVIEW REQUIREMENTS, OF THE BROWARD COUNTY LAND USE PLAN, REGARDING HAZARDS TO AIR NAVIGATION.

- A) IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY JUNE 14, 2021 THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME, AND/OR

B) IF CONSTRUCTION OF PROJECT WATER LINES, SEWER LINES, DRAINAGE AND THE ROCK BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY JUNE 14, 2021, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME.

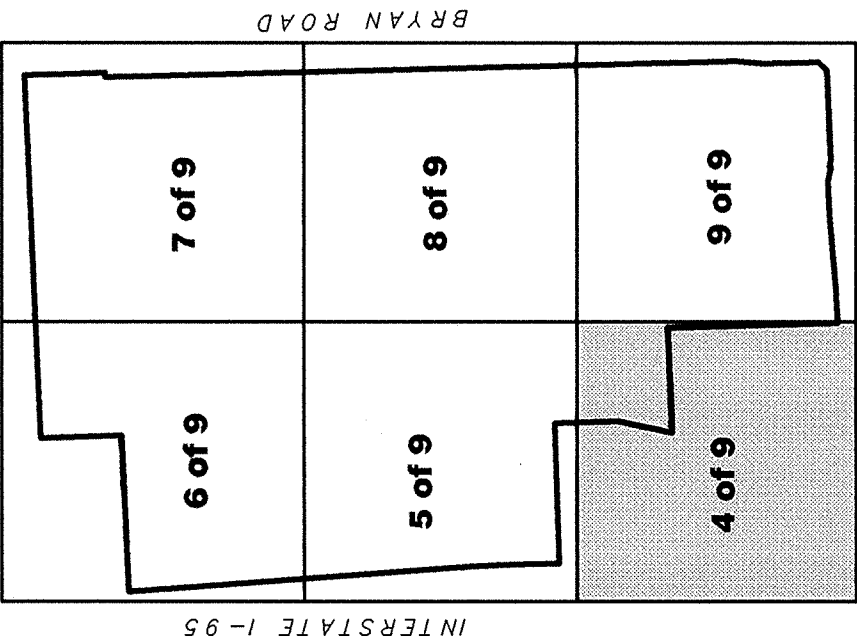
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NOTICE:

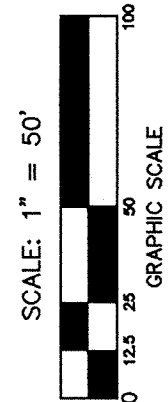
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MATCH LINE (SEE SHEET 5 OF 9)

MATCH LINE (SEE SHEET 9 OF 9)



KEY MAP
(NOT TO SCALE)



PARCEL A
4,405,348.06 SQ. FT.
101.13 ACRES

LEGEND:

- P.B. DENOTES PLAT BOOK
- O.R.B. DENOTES OFFICIAL RECORDS BOOK
- P.G. DENOTES PAGE
- B.C.R. DENOTES BROWARD COUNTY RECORDS
- P.L.S. DENOTES PROFESSIONAL LAND SURVEYOR
- L.B. DENOTES LICENSED BUSINESS
- CA= DENOTES CENTRAL ANGLE
- R= DENOTES RADIUS
- A= DENOTES ARC DISTANCE
- F.D.O.T. DENOTES FLORIDA DEPARTMENT OF TRANSPORTATION
- R/W DENOTES RIGHT-OF-WAY
- F.P.L. DENOTES FLORIDA POWER AND LIGHT COMPANY
- P.O.C. DENOTES POINT OF COMMENCEMENT
- N.V.A.L. DENOTES NON-VEHICULAR ACCESS LINE
- P.R.M. DENOTES PERMANENT REFERENCE MONUMENT
- F.P.R.M. DENOTES FOUND PERMANENT REFERENCE MONUMENT
- FND DENOTES FOUND NAIL & DISC
- SQ. FT. SQUARE FEET
- D.E. DRAINAGE EASEMENT
- P DENOTES PLAT
- CL DENOTES CENTERLINE
- #---#---# DENOTES FDOT NON-VEHICULAR ACCESS LINE
- #---# DENOTES NON-VEHICULAR ACCESS LINE
- DENOTES SET "A" X 4"X 18" CONCRETE MONUMENT WITH ALUMINUM DISC PERMANENT REFERENCE MONUMENT STAMPED (P.R.M. L.B. 6633) UNLESS OTHERWISE NOTED
- DENOTES SET ALUMINUM DISC PERMANENT REFERENCE MONUMENT STAMPED (P.R.M. L.B. 6633) UNLESS OTHERWISE NOTED
- DENOTES SET NAIL & DISC PERMANENT CONTROL POINT STAMPED (P.C.P. L.B. 6633) UNLESS OTHERWISE NOTED
- ① DENOTES COORDINATE POINT NUMBER (REFER TO COORDINATE TABLE)

PARCEL A
4,405,348.06 SQ. FT.
101.13 ACRES

60' OPENING
RIGHT-IN/RIGHT-OUT
ONLY

DETAIL "A"
1"=10'

ADDITIONAL
RIGHT-OF-WAY
DEDICATED BY THIS PLAT
(O.R.B. 22/20 PG.
521, B.C.R.)

COORDINATE TABLE			
NUMBER	NORTHING	EASTING	
001	624077.0030	931972.9730	
100	624743.3112	931904.0162	
101	624940.1239	931947.4118	
131	624150.1862	932305.9143	
132	624171.795	932305.3124	
133	624759.8542	932288.3997	

PREPARED BY :



STONER & ASSOCIATES, Inc.
SURVEYORS - MAPPERS
Florida Licensed Surveyors
and Mapping Business No. 6633

4341 S.W. 62nd Avenue, Dowie, Florida 33314

PLANNING FILE NO. 035-MP-15

DANIA POINTE

A REPLAT OF ALL OF BLOCK 7 AND A PORTION OF BLOCK 8, TIGERTAIL GROVE RESUBDIVISION, RECORDED IN PLAT BOOK 30, PAGE 20; A PORTION OF TRACT "A", "RE-AMENDED PLAT OF HOLLYWOOD PALMS", RECORDED IN PLAT BOOK 36, PAGE 46; A PORTION OF TRACT "A", "THE GADDIS PLAT", RECORDED IN PLAT BOOK 112, PAGE 7; A PORTION OF PARCEL "A", DUKE & DUKE SUBDIVISION, RECORDED IN PLAT BOOK 124, PAGE 48; ALL OF PARCEL "A", DANIA OFFICE PARK, RECORDED IN PLAT BOOK 130, PAGE 29; ALL OF PARCEL "A", COMMERCE CENTER OF DANIA, RECORDED IN PLAT BOOK 135, PAGE 44; ALL OF PARCEL "A", SAN-MAR PLAT, RECORDED IN PLAT BOOK 142, PAGE 18; ALL OF PARCEL "A", "DANIA BEACH AIR & PORT COMMERCE CENTER", RECORDED IN PLAT BOOK 177, PAGES 81 THRU 83; A PORTION OF TIGERTAIL BOULEVARD (N.W. 1ST STREET) RIGHT-OF-WAY, LYING EAST OF THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33 AND WEST OF THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD; A PORTION OF DANIA BEACH BOULEVARD RIGHT-OF-WAY, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95 (STATE ROAD 9) AND WEST OF THE WEST RIGHT-OF-WAY LINE OF BRYAN ROAD; A PORTION OF BRYAN ROAD RIGHT-OF-WAY AS DEDICATED BY SAID SAN-MAR PLAT. ALL BEING RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE WITHIN SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST, CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA.

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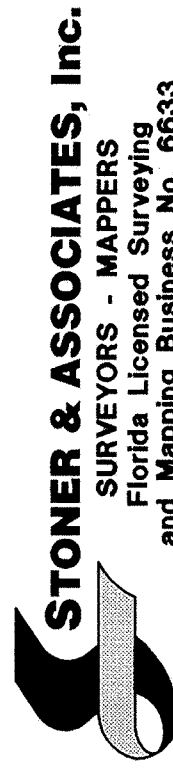
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PREPARED BY :



4341 S.W. 62nd Avenue, Davie, Florida 33314



June 23, 2021

Mr. Peter S. Flint
KIMCO Realty
1 Oakwood Boulevard, Suite 70
Hollywood, Florida 33020

Re: Dania Pointe Proposed Plat Note Amendment
Trip Generation Conversion Analysis

Dear Mr. Flint:

Kimley-Horn and Associates, Inc. has performed a trip generation conversion analysis for the Dania Pointe project generally bounded by Stirling Road to the south, Bryan Road to the east, and I-95 to the west in Dania Beach, Florida. A project location map is included in Attachment A. The purpose of the analysis is to convert unused approved development rights for non-residential uses to residential units. The currently approved plat for the Dania Pointe project includes 931,330 square feet of retail space, 506,000 square feet of office space, a 7,000 square-foot bank, 350 hotel rooms, 400 multifamily high-rise units, and 600 multifamily mid-rise units. The proposed plat amendment includes 944,000 square feet of retail space, 506,000 square feet of office space, 350 hotel rooms, 400 multifamily high-rise units, and 1,000 multifamily mid-rise units. The following sections summarize the trip generation conversion analysis.

TRIP GENERATION CONVERSION ANALYSIS

A trip generation conversion analysis was conducted for the previously approved and proposed plat using Broward County's approved trip generation rates to determine the number of additional residential units that could be added to the approved/platted development plan in exchange for a reduction in non-residential development. Table 1 below summarizes the trip generation conversion analysis for the currently approved plat and proposed plat note amendment. As indicated in Table 1, an additional 12,670 square feet of retail space and 400 multifamily mid-rise units were exchanged for the elimination of the 7,000 square-foot bank. This is expected to result in no change in trips during the P.M. peak hour when compared to the current plat. Broward County's approved trip generation rates and detailed trip generation calculations are included in Attachment B.

Table 1: P.M. Peak Hour Trip Generation Summary						
Land Use	Approved Existing Plat		Proposed Plat Amendment		Difference	
	Scale	Trip Generation	Scale	Trip Generation	Scale	Trip Generation
Retail	931,330 square feet	2,738 trips	944,000 square feet	2,763 trips	+12,670 square feet	+25 trips
Office	506,000 square feet	646 trips	506,000 square feet	646 trips	-	0 trips
Bank	7,000 square feet	181 trips	-	-	-7,000 square feet	-181 trips
Hotel	350 rooms	245 trips	350 rooms	245 trips	-	0 trips
Multifamily High-Rise	400 dwelling units	148 trips	400 dwelling units	148 trips	-	0 trips
Multifamily Mid-Rise	600 dwelling units	234 trips	1,000 dwelling units	390 trips	+400 dwelling units	+156 trips
Total		4,192 trips	-	4,192 trips	-	0 trips

CONCLUSION

In conclusion, the results of the trip generation conversion analysis indicate that based on Broward County's approved trip generation rates, an additional 12,670 square feet of retail space and 400 multifamily mid-rise units were exchanged for the elimination of the 7,000 square-foot bank. This is expected to result in no change in trips during the P.M. peak hour when compared to the current plat. If you have any questions regarding this analysis, please feel free to contact me.

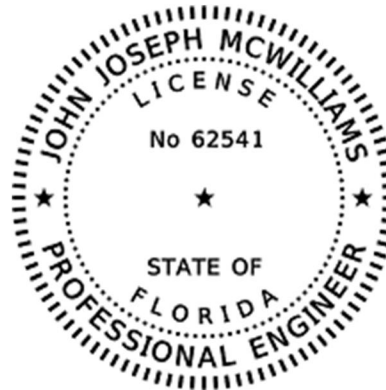
Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



John J. McWilliams, P.E.

Attachments



Florida Registration Number 62541
Kimley-Horn and Associates, Inc.
8201 Peters Road, Suite 2200
Fort Lauderdale, FL 33324
Registry # 00000696

This document has been digitally signed and sealed by John Joseph McWilliams, P.E. on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

K:\FTL_TPTO\147507064-Dania Pointe IPO 75\Correspondence\ltr\06 23 2021 Flint letter.docx

Attachment A

Project Location Map



Figure 1
Study Location Map
Dania Pointe
Dania Beach, Florida

Attachment B

Trip Generation Calculations

PM Peak Broward County Trip Rates

Existing Plat				
Land Use	Scale	Unit	Broward County Rate	Trips
Retail	931.33	ksf	$\ln(t)=0.66\ln(x)+3.403$	2,738
Office	506	ksf	$1.12(x)+78.81$	646
Bank	7	ksf	25.82	181
Hotel	350	room	0.70	245
High-Rise	400	du	0.37	148
Mid-Rise	600	du	0.39	234
Total Trips				4,192

Plat Amendment				
Land Use	Scale	Unit	Broward County Rate	Trips
Retail	944	ksf	$\ln(t)=0.66\ln(x)+3.403$	2,763
Office	506	ksf	$1.12(x)+78.81$	646
Hotel	350	room	0.7	245
High-Rise	400	du	0.37	148
Mid-Rise	1000	du	0.39	390
Total Trips				4,192

APPENDIX A - TRIP RATES BY LAND USE
EFFECTIVE DECEMBER 8, 2009

Land Use Type (units)	Trip Rate / P.M. Peak Hour
<u>Residential</u> (dwelling units)	
Single Family	1.01
Townhouse	0.66
Garden Apartment	0.60
Mobile Home	0.59
High Rise	0.37
Mid Rise	0.39
Retirement Community	0.24
Hotel	0.70
Timeshare	0.79
ALF	0.22
<u>Office, Institutional and Recreational</u> (1,000 sq. ft.)	
Office	
Less than 100,000 sq. ft.	$\ln(T) = 0.737 \ln(FA) + 1.831$
Greater than or Equal to 100,000 sq. ft.	$T = 1.12(FA) + 78.81$
Hospital	$T = 0.78(FA) + 186.59$
Bank (Free standing and/or drive-thru)	25.82
Church (weekday)	0.55
Community Facility	1.45
Library	7.30
Nursing Home (bed)	0.22
Elementary School (School)	85.00
Secondary School	1.08
Private School (no day care)	0.86
Passive Park (acre)	1.31
Active Park (acre)	3.34
Marina (boat berth)	0.19
Golf Course (acre)	0.30
<u>Industrial</u> (1,000 sq. ft.)	
General Industrial (Permits up to 30% Office)	0.72
General Industrial (acre)	8.45
Mini-warehouse	0.26
Industrial/Showroom (Permits up to 30% Commercial)	1.29
Industrial/Office (Up to 50% Office)	1.09
<u>Commercial/Retail</u> (1,000 sq. ft.)	
Restaurant	9.90
Fast Food Restaurant	19.15 (43% pass-by)
Convenience Store	22.30 (60% pass-by)
Service Station w/ Conv. Store (fuel positions)	10.07 (26.5% pass-by)
Drug Store	9.73
Day Care	12.46
Auto Dealership	2.59
Health/Fitness Club	3.53
Nursery/Garden Center	3.80
Auto Care Center	3.38
Commercial Recreation (acre)	5.77
Commercial LT 20,000 sq. ft.	10.85
Commercial GE 20,000 sq. ft.	$\ln(T) = 0.66 \ln(FA) + 3.403$

NOTE: For uses not listed above, consult with staff.

**Miami-Dade (Corporate) Office**

343 Almeria Avenue
Coral Gables, FL 33134
Phone: 305.448.1711

Broward Office

100 SE 12th Street
Fort Lauderdale, FL 33316
Phone: 954.888.9882

Palm Beach Office

1910 North Florida Mango Road
West Palm Beach, FL 33409
Phone: 561.508.0615

DR-054-DP Plat Note Amendment Dania Pointe

Electronic Plan Review Results

Project Information

Phase Submittal: Plat Note Amendment (only plan is Recorded Plat)

Facility Name: Dania Pointe

Project Name: DR-054-DP Plat Note Amendment Dania Pointe

Project No:

Building Code: Construction/site plans not part of submittal

Project Description: Plat Note Amendment for Dania Pointe

AE: N/A

Plans Dated:

Plans Received: 7/26/21

Review Completed: 8/6/21

Review Status: Review Disapproved

Plan Review Summary

Discipline	Status	Reviewer	Email	Phone	License
06) Engineering/Civil	Accepted	Mohammed Sharifuzzaman	msharifuzzaman@cgasolutions.com	954-921- 7781	PE67640
06) Engineering/Civil	Accepted	Xavier Falconi	xfalconi@cgasolutions.com	954-921- 7781	
07) Fire	Accepted_As_Noted	David Zipoli	David_Zipoli@sheriff.org	(954) 9262417	
09) Planning/Zoning	Disapproved	Anne-Christine Carrié	Acarrie@daniabeachfl.gov	954926805	
11) Flood Plain	Accepted	Richard Benton	rbenton@capfla.com	3054481711	

Plans and specifications review is performed in accordance with the Florida Building Code, Florida Statutes and all applicable codes.

Zoning

General Issues

3. DRC 1st Zoning Review (Plat) Mandatory

City of Dania Beach
Anne-Christine Carri
8/6/21 2:22 PM
Express Workflow - 1

DRC MEETING DATE: **August 12, 2021**

Delegation Request – DR-54-21
1st review

Zoning designation **PMUD**
FLU designation = **RAC**
PROPERTY ADDRESS: **139 S Compas Way**
APPLICANT **Michael Alpert**
PROPERTY OWNER **DANIA LIVE 1748 LLC**
REVIEW COMPLETED BY **Anne-Christine Carrie**
(954) 924-6805 X 3654; acarrie@daniabeachfl.gov

REQUEST: To amend the note on a plat for the property generally located at 139 S Compass Way as follows.

Allowed Uses	Current	Proposed	Change	% Change
Commercial	931,330	944,000	12,670	1%
Office	506,000	506,000	0	0%
Bank	7,000	0	-7,000	-100%
Hotel	350	350	0	0%
Mid-Rise	600	1,000	400	+67%
High-Rise	400	400	0	0%

NOTE: The requested Plat Note Amendment and increase in the number of dwelling units requires 2 readings by the City Commission; per Sec. 640-70 and determination by the City Attorney's office. Plat (PL-55-15) was approved on 2/23/16 by O-2016-003.

- Please be mindful of the upcoming submittal deadlines and meeting dates:
 - Submittal deadline for the 9/13 CC is **8/12**
 - Submittal deadline for the 9/28 CC is **8/27**

PLAT NOTE AMENDMENT COMMENTS:

1. Incomplete information was provided. Further review and comment will be conducted by staff after additional information is provided by the applicant. See comments below.
2. Per Sec. 640-20.h, provide an Improvement Plan demonstrating that the increase in density will be sustained by the currently approved Improvements, as defined in Sec. 640-90. Plan is to be reviewed and approved by the Public Service Director, and amendments by the City Manager; per Sec. 640-90.b. If the currently approved improvements do not meet the requested change, provide an amended Improvement Plan for approval.

3. The requested dwelling units exceed the number of high-rise dwelling units currently available in the City's RAC Monitoring Tables. The City will request conversion of unit allocation by the Planning Council, which must occur before this application can be approved by the City Commission.
4. Per Section 640-20(l) required tax receipts for all parcels with Lien Search report from the City's Finance Department stating there are no liens on the properties.
5. Please e-mail ordinance and legal description, prepared by an attorney, for development approval in word format to acarrie@daniabeachfl.gov five (5) weeks prior to public hearing.
6. MAILED NOTICE: In order to comply with the provisions of Section 610-30(D), the applicant must provide mailing list and labels for property owners within 1,000' of the development site to Community Development at least 30 days prior to public hearing; information must be no older than 60 days. The City will prepare and mail the notices.
7. POSTED NOTICE: Per Article 610, the applicant must obtain and post property signs in accordance with the City requirements. Staff will provide the language and format prior to the public hearing date; the applicant w fabricate the sign and install. See guidelines at the end of this document.
8. Applicant must provide the results of a Municipal Lien Search Request from the Finance Department stating that there are not outstanding Code Violations or Liens on the property prior to the item being scheduled for a public hearing. The statement must be no older than 90 days prior to the public hearing date. Per Section 680-40, any property with outstanding Code Violations or Liens shall not be schedule for public hearing. The form is available on the City's Web site, cost \$100 and takes 5 days to process.

NOTES:

- **Application fee pays for only 2 reviews of the project. Additional review by staff will require additional payment.**
- **Continuous and on-going site inspections will be conducted by staff throughout the entire building process.**
- **FLOOD PLAN: Finished floor elevations, per Article 220-10(C) All structures shall be constructed with a lowest FFE of at least 1 foot above the 100 year flood elevation. Identify on plans.**
- **Prior to submittal of a building permit, please contact the Building Official (954-924-6085 X3650 to schedule a pre-application meeting.**

Closed Issues: 0 These issues are currently being filtered

No closed Issues Found

Open Issues: 1 These issues are currently being filtered

Fire

General Issues

1. Fire Recommendation

[Broward Sheriff's Office](#) Plan Not Applicable to Fire
- [Dania Beach](#)
David Zipoli
7/27/21 3:42 PM
Express Workflow - 1

Closed Issues: 0 These issues are currently being filtered

No closed Issues Found

Open Issues: 1 These issues are currently being filtered

Traffic Engineering

General Issues

2. Trip Generation Mandatory

[Calvin, Giordano &
Asso.](#)

Xavier Falconi

8/2/21 2:44 PM

Express Workflow - 1

We have completed the review of the Trip Generation Conversion Analysis for this project. We don't have any additional comments at this time.

Closed Issues: 0 These issues are currently being filtered

No closed Issues Found

Responses to DRC Comments for Dania Pointe Plat Note Amendment (Application DR-054-DP)

1. Incomplete information was provided. Further review and comment will be conducted by staff after additional information is provided by the applicant. See comments below.
2. Per Sec. 640-20.h, provide an Improvement Plan demonstrating that the increase in density will be sustained by the currently approved Improvements, as defined in Sec. 640-90. Plan is to be reviewed and approved by the Public Service Director, and amendments by the City Manager; per Sec. 640-90.b. If the currently approved improvements do not meet the requested change, provide an amended Improvement Plan for approval.

The approved Master Development Plan MDP is representative of the potential uses to be developed within Dania Pointe, as provided for in the Development Design Guidelines (DDG) Section 340-40 of the City's Land Development Code.

3. The requested dwelling units exceed the number of high-rise dwelling units currently available in the City's RAC Monitoring Tables. The City will request conversion of unit allocation by the Planning Council, which must occur before this application can be approved by the City Commission.

The City acknowledged that this would be handled internally.

4. Per Section 640-20(l) required tax receipts for all parcels with Lien Search report from the City's Finance Department stating there are no liens on the properties.

Acknowledged; will be submitted as soon as received.

5. Please e-mail ordinance and legal description, prepared by an attorney, for development approval in word format to acarrie@daniabeachfl.gov five (5) weeks prior to public hearing.

Submitted and approved by City Attorney.

6. MAILED NOTICE: In order to comply with the provisions of Section 610-30(D), the applicant must provide mailing list and labels for property owners within 1,000' of the development site to Community Development at least 30 days prior to public hearing; information must be no older than 60 days. The City will prepare and mail the notices.

The mailing labels will be submitted on September 13, 2021 by Cutro & Associates.

7. POSTED NOTICE: Per Article 610, the applicant must obtain and post property signs in accordance with the City requirements. Staff will provide the language and format prior to the public hearing date; the applicant will fabricate the sign and install. See guidelines at the end of this document.

The signs will be posted on September 14, 2021 by Cutro & Associates.

8. Applicant must provide the results of a Municipal Lien Search Request from the Finance Department stating that there are not outstanding Code Violations or Liens on the property prior to the item being scheduled for a public hearing. The statement must be no older than 90 days prior to the public hearing date. Per Section 680-40, any property with outstanding Code Violations or Liens shall not be scheduled for public hearing. The form is available on the City's Web site, cost \$100 and takes 5 days to process.

Acknowledged; will be submitted as soon as received.



Planning and Development Management Division
Environmental Protection and Growth Management Department
Board of County Commissioners, Broward County, Florida
Application to Amend or Revise Level of Approved Development

INSTRUCTIONS

This form is used to apply for amendments or revisions to the current level of development previously approved. For your application to be officially accepted for processing and scheduled for a County Commission meeting, you must complete this application in full. The owner/agent certification (on the reverse side of this form) must be signed and notarized with the appropriate required documentation attached. Please type this application or print legibly in **black ink**.

PROJECT INFORMATION

Plat Name Dania Pointe

Plat Number 035-MP-15 Plat Book - Page PB 183 Page 91 (If recorded)

Owner/Applicant Peter Flint, Dania Live 1748, LLC Phone 954-956-2118

Address 1 Oakwood Boulevard, Suite 70 City Hollywood State FL Zip Code 33020

Owner's E-mail Address PFlint@kimcorealty.com Fax # n/a

Agent Kimley-Horn and Associates, Inc. Phone 772-794-4055

Contact Person Melibe S. Thomas, P.E. / Michael Alpert (Greenspoon Marder Law Firm)

Address 445 24th St Suite 200 City Vero Beach State FL Zip Code 32960

Agent's E-mail Address melibe.thomas@kimley-horn.com; michael.alpert@g Fax # n/a

PROPOSED CHANGES

Use this space below to provide the following information and clearly describe the proposed changes you are requesting. Be sure to include the current level of development. (Attach additional sheet if necessary.)

Current note for entire plat 931,330 SF Commercial, 506,000 SF Office, 7,000 SF Bank, 350 Hotel rooms, 400 high-rise and 600 mid-rise units.

Proposed note for entire plat 944,000 SF Commercial, 506,000 SF Office, 350 Hotel rooms, 400 high rise and 1,000 mid-rise units.

PLEASE ANSWER THE FOLLOWING QUESTIONS

Has flexibility been allocated or is flexibility proposed to be allocated under the County Land Use Plan?
☐ Yes ☒ No ☐ Don't Know
If YES, consult Policy 13.01.10 of the Land Use Plan. A compatibility determination may be required.

Is any portion of this plat currently the subject of a Land Use Plan Amendment (LUPA)? ☐ Yes ☒ No
If YES, provide LUPA number: _____

Does the note represent a change in TRIPS? ☐ Increase ☐ Decrease ☒ No Change
Does the note represent a major change in Land Use? ☐ Yes ☒ No

Will project be served by an approved potable water plant? If YES, state name and address. ☒ Yes ☐ No
City of Dania Beach Water Treatment Plant, 1201 Stirling Rd, Dania Beach, FL 33004

Will project be served by an approved sewage treatment plant? If YES, state name and address ☒ Yes ☐ No
City of Hollywood Southern Regional Wastewater Treatment Plant, 1621 N. 14th Ave, Hollywood FL 33020

Are on-site wells for potable water currently in use or proposed? ☐ Yes ☒ No
If YES, see page 2 of this form for additional required documentation.

Are septic tanks current in use or proposed? ☐ Yes ☒ No
If YES, see page 2 of this form for additional required documentation.

Estimate or state the total number of on-site parking spaces to be provided SPACES 8,222+/- No change

Number of seats for any proposed restaurant or public assembly facility, including places of worship SEATS 10,000+/- No change

Number of students for a daycare center or school STUDENTS n/a

Reasons for this request (Attach additional sheet if necessary.) Eliminate bank, inc. comm., inc. mid-rise units
Eliminate 7K SF bank use, increase commercial by 12,670 SF and mid-rise units by 400. See trips analysis.

FOR APPLICATIONS PROPOSING INDUSTRIAL USE(S) - SUPPLEMENTAL REQUIREMENT n/a

Proposed industrial plat notes which abut residential land use categories or are separated from a residential land use plan category by rights-of-way, easements, canals or lakes with a width of 100 feet or less must submit written documentation from the municipality stating how the City will address compatibility between the proposed industrial use(s) and the residential land use plan category. Industrial uses include manufacturing, assembly, processing, indoor and outside storage, warehouse, distribution, excavation and landfills. Residential land use plan categories include all residentially named categories *plus* Agricultural, Rural Ranches, Rural Estates, TOC, TOD, RAC and LAC. Please consult with Planning and Development Management staff if you have any questions.

Please see reverse side for Required Documentation and Owner/Agent Certification

REQUIRED DOCUMENTATION: Submit one (1) original of each document and electronic copy of each item listed below. Each document listed below must also be submitted electronically as a separate pdf on a CD, flash drive, etc.

- ☒ **Recorded or approved plat.**
- ☒ **Letter of approval from the applicable municipality**, dated within six (6) months of this application, specifically stating the precise note language. If the property is located within a Development of Regional Impact (DRI), the letter shall also indicate if the proposed note is consistent with the approved DRI Development Order.
- Current letter is required from the appropriate utility service area** stating the location of the closest approved potable water line and/or sanitary sewer line and the exact distance to the property *if on-site wells for potable water and/or septic tanks that are currently in use or proposed.* n/a
 - Signed and sealed sketch and legal description** for any new parcel or tract created by the application. n/a
- ☒ **A check for the application fees** made payable to: Broward County Board of County Commissioners. Please consult the Development Permit Application Fee Schedule.

School Concurrency Submission Requirements

- RESIDENTIAL APPLICATIONS ONLY:** Provide a receipt from the School Board documenting that a Public School Impact Application (PSIA) and fee have been accepted by the School Board.

REQUIRED DOCUMENTATION FOR EXISTING BUILDINGS

Are there any existing structures on the plat and/or parcel that is currently being amended? Yes or ☒ No? If “Yes,” you are required to submit documentation providing evidence of the use, size (gross sq. ft.), unit type, and bedroom number as well as complete the table below. Please be advised that gross non-residential square footage includes permanent canopies and overhangs for gas stations, drive thru facilities, and overhangs designed for outdoor tables at a restaurant. A building is defined by the definition in the Land Development Code.

LAND USE	Gross Building sq. ft.* or Dwelling Units	Date Last Occupied	EXISTING STRUCTURE(S)		
			Remain the same?	Change Use?	Has been or will be demolished?
n/a					

The following are examples of documentation that may be used to confirm the existence of buildings on the plat and/or parcel:

- An “as built” survey prepared within six (6) months of this application showing the existing buildings.
- A copy of the latest approved site plan showing the existing buildings along with evidence from the municipality documenting that site plan is the latest approved site plan.
- If the existing structures are residential, evidence will be required of the bedroom mix and unit type. A letter from the city and or copies of permit records may be acceptable forms of evidence.
- Other evidence may be accepted if it clearly documents the use and gross square footage of the existing buildings.

OWNER/AGENT CERTIFICATION

State of _____

County of _____

This is to certify that I am the owner/agent of the property described in this application and that all information supplied herein are true and correct to the best of my knowledge. By signing this application, owner/agent specifically agrees to allow access to the described property at reasonable times by County personnel for the purpose of verification of information provided by owner/agent.

Signature of owner/agent_____

Sworn and subscribed to before me this_____day of_____, 2_____

by_____ ☐He/she is personally known to me or

☐Has presented_____as identification.

Signature of Notary Public_____

Type or Print Name_____

FOR PLANNING AND DEVELOPMENT MANAGEMENT DIVISION USE ONLY

Time_____Application Date_____Acceptance Date_____

Comments Due_____C.C. Mtg. Date_____Fee \$_____

☐Plats ☐Survey ☐Site Plan ☐City Letter ☐Agreements

Other Attachments(Describe)_____

Title of Request_____

Distribute to: ☐Full Review ☐Planning Council ☐School Board ☐Land Use & Permitting

☐Health Department (on septic tanks and/or wells) ☐Zoning Code Services (unincorporated area only)

☐Planning & Redevelopment (unincorporated area only) ☐Other_____ ☐

Other_____

Adjacent City_____Received by_____



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☒ Plat ~~Plat Note~~ Amendment
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____ (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

RECEIVED

Date Rec'd: JUL 22 2021

Petition No.: DR-054-21

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: Dania Pointe

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: Dania Pointe, City Plat No. PL-55-15 Ord 2016-003, County Plat No. 035-MP-15

Folio Number(s): _____ Legal Description: Plat Book 183, Page 91

Applicant/Consultant/Legal Representative (circle one) Kimley-Horn and Associates, Inc. / Greenspoon Marder

Address of Applicant: 445 24th Street, Suite 200, Vero Beach, FL 32960

Business Telephone: 772-794-4100 Home: _____ Fax: _____

E-mail address: melibe.thomas@kimley-horn.com, michael.alpert@gmlaw.com

Name of Property Owner: Peter Flint, Dania Live 1748 II, LLC

Address of Property Owner: 1 Oakwood Blvd., Suite 70; Hollywood, FL 33020

Business Telephone: (954) 956-2118 Home: _____ Fax: _____

Explanation of Request: Plat Note Amendment to remove bank, add 400 mid-rise units, and add 12,670 SF retail

*For Plats please provide proposed Plat Name for Variances please attach **Criteria Statement** as per Section 625.40 of the Land Development Code.*

Prop. Net Acreage: n/a Gross Acreage: 102.03 Prop. Square Footage: n/a

Existing Use: n/a Proposed Use: n/a

Is property owned individually, by a corporation, association, or a joint venture? Corporation

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Kimley-Horn and Associates/Greenspoon Marder (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 15th DAY OF July, 2021

By:

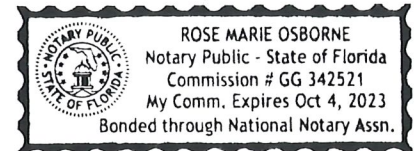
Peter S. Flint
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)

Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____



***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

July 21, 2021

VIA FEDEX: 774321269749

Corinne LaJoie, AICP
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

Re: Dania Pointe Plat Note Amendment

Dear Ms. LaJoie:

Enclosed please find the original Standard Development Application that was submitted online to Dania Beach today. I am also enclosing check #216808513 in the amount of \$1,500 for this Plat Note Amendment.

Please let us know if you need anything else to process this application.

Thank you for your attention to matter.

Very truly yours,

GREENSPOON MARDER LLP



Melanie Bernhardt, Legal Assistant to
Michael Alpert

MA/mdb
Enclosures

PAYMENT DATE

07/22/2021

COLLECTION STATION

City Hall Window 1

RECEIVED FROMKIMLEY HORN &
ASSOCIATES INC**City of Dania Beach**
100 W. Dania Beach Blvd.
Dania Beach, FL 33004**BATCH NO.**

2021-10000676

RECEIPT NO.

2021-00035980

CASHIER

fincashier1

ENTRY DATE

07/22/2021 03:39:48 PM

DESCRIPTION

421 FAYETTEVILLE STREET STE 600 DR-054-21

PAYMENT CODE		RECEIPT DESCRIPTION		TRANSACTION AMOUNT
PSP		Appl Review - Standard		\$1,500.00
Payments:		Type	Detail	Amount
		Check	216808513	\$1,500.00
		Total Amount:		\$1,500.00

Customer Copy



Printed: 9/9/2021 12:44:46 PM

Page 1 of 3

Order ID: 7038131

* Agency Commission not included

GROSS PRICE * : \$274.60

PACKAGE NAME: SSC Notice of Public Meeting



Printed: 9/9/2021 12:44:46 PM

Page 2 of 3

Order ID: 7038131

* Agency Commission not included

GROSS PRICE * : \$274.60

PACKAGE NAME: SSC Notice of Public Meeting

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com

AdSize(s): 2 Column

Run Date(s): Monday, September 13, 2021

Zone: Full Run

Color Spec. B/W

Preview

Order ID: 7038131

* Agency Commission not included

GROSS PRICE * : \$274.60**PACKAGE NAME: SSC Notice of Public Meeting****NOTICE OF VIRTUAL PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Virtual Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, September 28, 2021
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: City Commission Virtual Meeting
Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.

SUBJECT: DR-054-21: The applicant, Greenspoon Marder, on behalf of the property owners Dania Live 1748 II LLC and KIMCO Realty Corporation, requests an amendment to the Restrictive Note on the plat of the property located to the north of Stirling Road, between Bryan Road and I-95 (First Reading).

The following is the proposed Ordinance for the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE REQUEST MADE BY GREENSPOON MARDER, ON BEHALF OF THE PROPERTY OWNERS, DANIA LIVE 1748 II LLC AND KIMCO REALTY CORPORATION, APPROVING A PLAT NOTE AMENDMENT (DR-054-21), FOR PROPERTY LOCATED NORTH OF STIRLING ROAD, EAST OF INTERSTATE 95, AND WEST OF BRYAN ROAD IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available on line. For more information, please call the Planning Division at (954) 924-6805 Ext. 3704 and staff will direct you to the on-line project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide or prepare such record pursuant to F.S. 286.0105.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Application Information

Application Site: North of Stirling Road, between Bryan Road and I-95

Project: Delegation Request

Application: To request an amendment to the Restrictive Note on the plat.

Applicant: Greenspoon Marder, on behalf of the property owners Dania Live 1748 II LLC and KIMCO Realty Corporation.

Hearing Date & Time: September 28, 2021 at 7:00 PM

Hearing Location: Virtual Meeting;

Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land use meetings.

Contact Information: Anne-Christine Carrie, Senior Planner, (954) 924-6805 Ext. 3654

9/13/2021 7038131

AFFIDAVIT

CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
POSTING OF PUBLIC HEARING NOTICE SIGN

STATE OF FLORIDA

COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Christina Mathews, who, after being duly sworn, deposes and says:

1. I, Christina Mathews, am an individual over the age of 18 years old and
(Print Name)

(CHECK APPLICABLE SPACE)

 I am the property Owner,

OR

X I am a representative of the property owner(s), Dania Live 1748 LLC, Discount Auto Parts LLC, Spirit Airlines Inc and
 for property located at
north of Stirling Road between Bryan Road and I-95 (the "Property"), and
this sworn statement pertains to the application for Plat Note Amendment, relating
to Petition number DR-054-21 in the Code of Ordinances of the City of Dania
Beach, Florida.

2. Pursuant to Sec. 610-30(B)(1) of the Land Development Code of the Code of Ordinances of the City of Dania Beach, Florida, on September 14, 20121, I posted, or caused to be posted, a public notice sign along street frontages of the subject Property, with the sign being at least three (3) square feet in area, and between ten (10) and twenty (20) feet from the edge of street pavement in a manner so as to be completely visible from the public rights-of-way. The public notice sign was posted more than ten (10) days before the scheduled public hearing. I am aware that the Code Section cited above requires the sign to state and contain the following information:

PUBLIC HEARING NOTICE

Petition number;

Date;

Time; and

Telephone number of the City's Community Development Department.

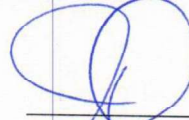
3. A true and accurate copy (copies) of the subject sign(s) is/are attached to this Affidavit and incorporated by this reference.

FURTHER, AFFIANT SAYS NOTHING MORE.



AFFIANT

Sworn to and subscribed before me on September 14, 201 21

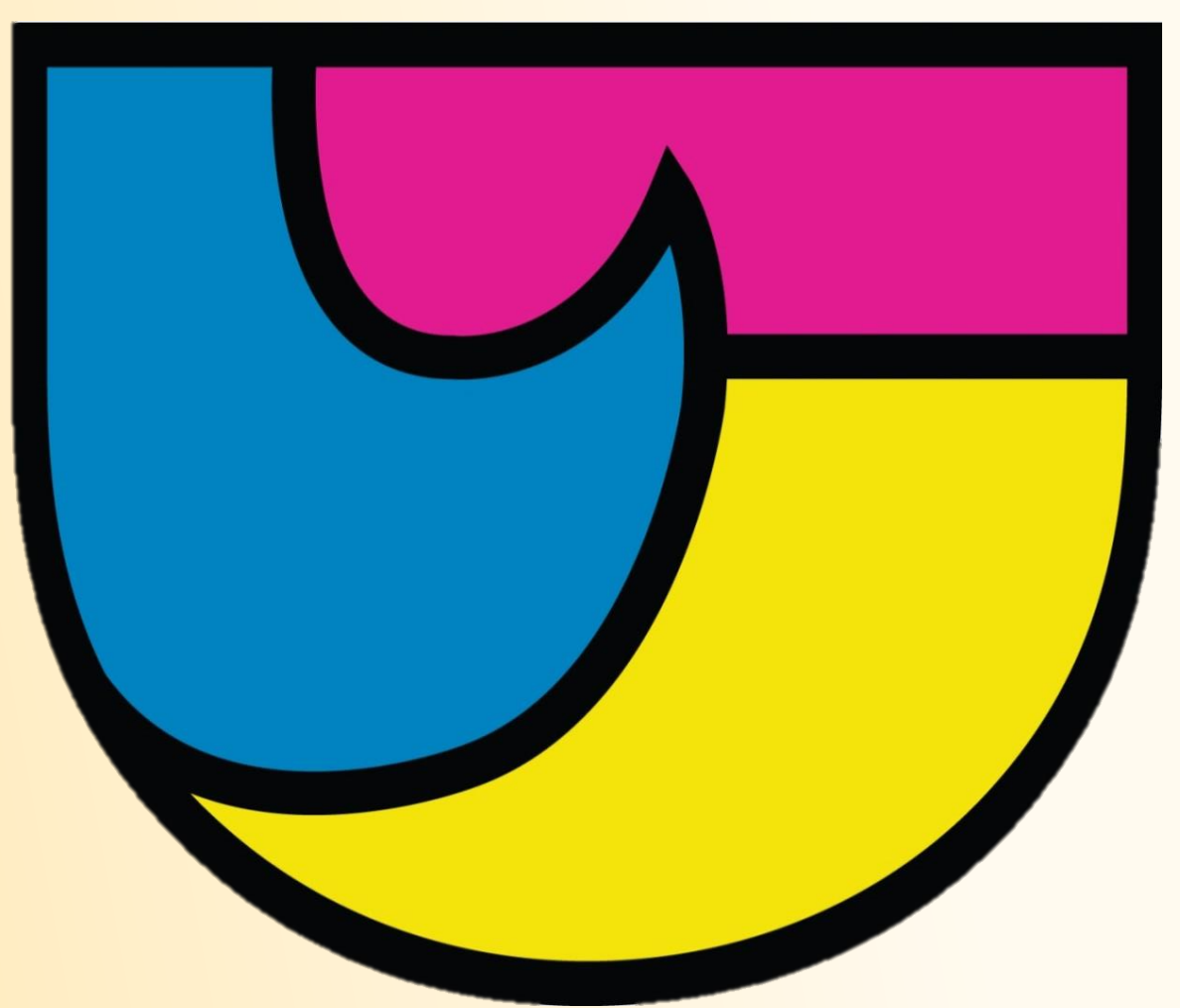


NOTARY PUBLIC

State of Florida at Large

My Commission Expires: 2-17-25





City of Dania Beach

PUBLIC HEARING NOTICE

TUESDAY, SEPTEMBER 28, 2021

THIS PROPERTY IS THE SUBJECT OF UPCOMING PUBLIC HEARINGS

PLACE | City Commission Virtual Meeting

Please visit www.daniabeachfl.gov/virtualmeetings for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land meetings

TIME | 7:00 PM

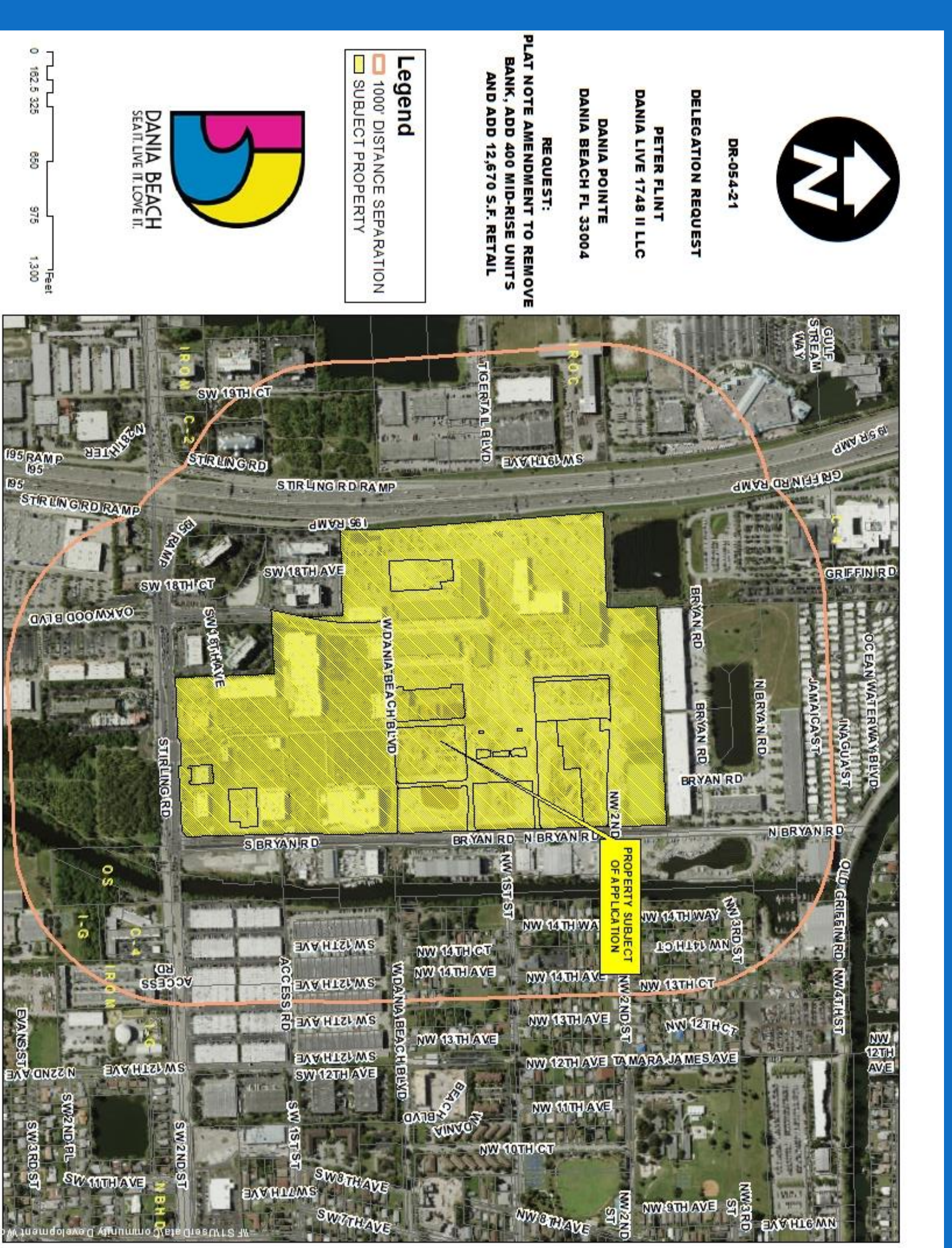
PROJECT | Plat note Amendment

LOCATION | North of Stirling Road, between Bryan Road and I-95.

REQUESTS | To request amendment to the Restrictive Note on the plat.

FILE # | DR-054-21

For more information, please visit our website <http://daniabeachfl.gov/Public-Hearings> or call (954) 924-6800 x 3643.



This Sign is the property of the City of Dania Beach. In accordance with Section 610-30 of the Land Development Code, it shall be unlawful for any person to injure, cut, break or destroy in any manner any building or other thing belonging to or under the control of the City. Persons marring or removing the Notice may be subject to fine and/or imprisonment.



City of Dania Beach
PUBLIC HEARING NOTICE
TUESDAY, SEPTEMBER 28, 2021

THIS PROPERTY IS THE SUBJECT OF UPCOMING PUBLIC HEARINGS

PLACE | City Commission Virtual Meeting
Please visit www.danibeachfl.gov/virtualmeetings for detailed instructions and the specific requirements for participating in the City's virtual quasi-judicial land meetings.

TIME | 7:00 PM

PROJECT | Plat note Amendment

LOCATION | North of Stirling Road, between Bryan Road and I-95.

REQUESTS | To request amendment to the Restrictive Note on the plat.

FILE # | DR-054-21

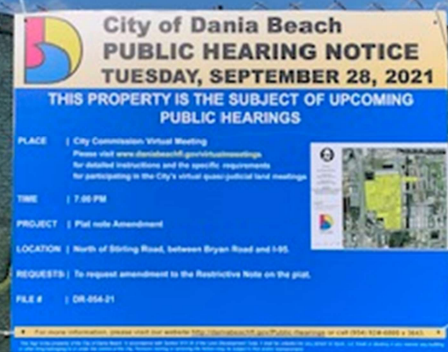


For more information, please visit our website <https://www.danibeachfl.gov/PublicHearings> or call (304) 524-6504 x 3543.

The City of Dania Beach is an Equal Opportunity Employer. It is the policy of the City to provide equal employment opportunities for all qualified persons without regard to race, color, sex, age, religion, national origin, or ancestry. The City of Dania Beach is an Equal Opportunity Employer. It is the policy of the City to provide equal employment opportunities for all qualified persons without regard to race, color, sex, age, religion, national origin, or ancestry.









City of Dania Beach
PUBLIC HEARING NOTICE
TUESDAY, SEPTEMBER 28, 2021

THIS PROPERTY IS THE SUBJECT OF UPCOMING PUBLIC HEARINGS

PLACE | City Commission Virtual Meeting
Please visit www.danibeachfl.gov/virtualmeetings
for detailed instructions and the specific requirements
for participating in the City's virtual quasi-judicial land meetings.

TIME | 7:00 PM

PROJECT | Plat note Amendment

LOCATION | North of Stirling Road, between Bryan Road and I-95.

REQUESTS | To request amendment to the Restrictive Note on the plat.

FILE # | DR-654-21



For more information, please visit our website <http://danibeachfl.gov/public-hearings> or call (305) 924-6000 x 3343.
This map is a courtesy of the City of Dania Beach. It is not intended to be used for legal purposes. It is not a warranty, representation, or contract. It is not a survey. It is not a deed. It is not a title. It is not a guarantee. It is not a promise. It is not a statement. It is not a declaration. It is not a certification. It is not a confirmation. It is not a finding. It is not a conclusion. It is not a determination. It is not a decision. It is not an action. It is not a result. It is not an effect. It is not a consequence. It is not a condition. It is not a requirement. It is not a restriction. It is not a limitation. It is not a condition. It is not a requirement. It is not a restriction. It is not a limitation.



City of Dania Beach PUBLIC HEARING NOTICE TUESDAY, SEPTEMBER 28, 2021

THIS PROPERTY IS THE SUBJECT OF UPCOMING
PUBLIC HEARINGS

PLACE | City Commission Virtual Meeting
Please visit www.danibeachfl.gov/virtualmeetings
for detailed instructions and the specific requirements
for participating in the City's virtual quasi-judicial land meetings.

TIME | 7:00 PM

PROJECT | Plat note Amendment

LOCATION | North of Stirling Road, between Bryson Road and I-95.

REQUESTS | To request amendment to the Restrictive Note on the plat.

FILE # | DR-054-21



For more information, please visit our website <http://danibeachfl.gov/PublicHearings> or call (954) 934-6800 x 3041.

This notice is the property of the City of Dania Beach. It is intended to be used only for the purpose of providing notice of public hearings. It shall not be used for any other purpose. It shall not be used for any other purpose. It shall not be used for any other purpose.







**AFFIDAVIT
CITY OF DANIA BEACH, FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT
MAILING LIST AND LABELS**

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, the undersigned authority, personally appeared Christina Mathews,
(Print Name)
who, after being duly sworn, deposes and says:

1. I am an individual over the age of 18 years old and

(CHECK APPLICABLE SPACE)

 I am the property Owner of the property identified below,

OR

 X I represent to the City of Dania Beach, Florida that I am an authorized agent and representative of the property owner(s), Dania Live 1748 LLC, Discount Auto Parts LLC, Spirit Airlines Inc
(Print Name of Property Owner)

for the property located at north of Stirling Road between Bryan Road and I-95 (the "Property"), and this
(Address)

sworn statement pertains to the application for Plat Note Amendment

(Briefly describe application, such as "site plan approval" or a "variance" or a "special exemption")
relating to Petition number(s) DR-054-21.

2. Pursuant to **Sec. 610-20(D)** of the Land Development Code ("LDC") of the Code of Ordinances of the City of Dania Beach, Florida, I understand that there is a mailing date deadline for notices and that as the applicant for the petition, I must provide the City with:
- One (1) set of Mailing Labels, and
 - One (1) copy of the mailing list for all property owners who or which own property located within 1,000 feet of the subject property.
3. I understand that I am legally responsible for timely providing the City with the mailing labels and mailing list a minimum of twenty-five (25) days prior to the mailing date (for projects which may have more than 200 mailings, I understand that City staff may request labels even earlier). The mailing date is , 20 . I am also aware that pursuant to **LDC Sec. 610-30(D)(3)**, "[T]he mail notice shall contain substantially the same information as provided in the newspaper advertisement for the same application, and shall also contain the legal description of the subject property, the approximate relation to the nearest cross street(s) and a map or demarcated aerial photograph showing its approximate size, location and relationship to adjacent properties."

4. If I do not timely provide the mailing labels and mailing list, the City will need to delay the processing of the application.

OWNER OR REPRESENTATIVE:

JOINT OWNER (IF APPLICABLE)

Signature

Signature

PRINT Name

PRINT Name

Title

Title

**IF CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP
OR OTHER ENTITY:**

Cutro & Associates

(Full Legal Name of Corporation or Entity)

Signature

Christina Mathews

PRINT Name

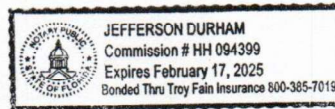
Mng

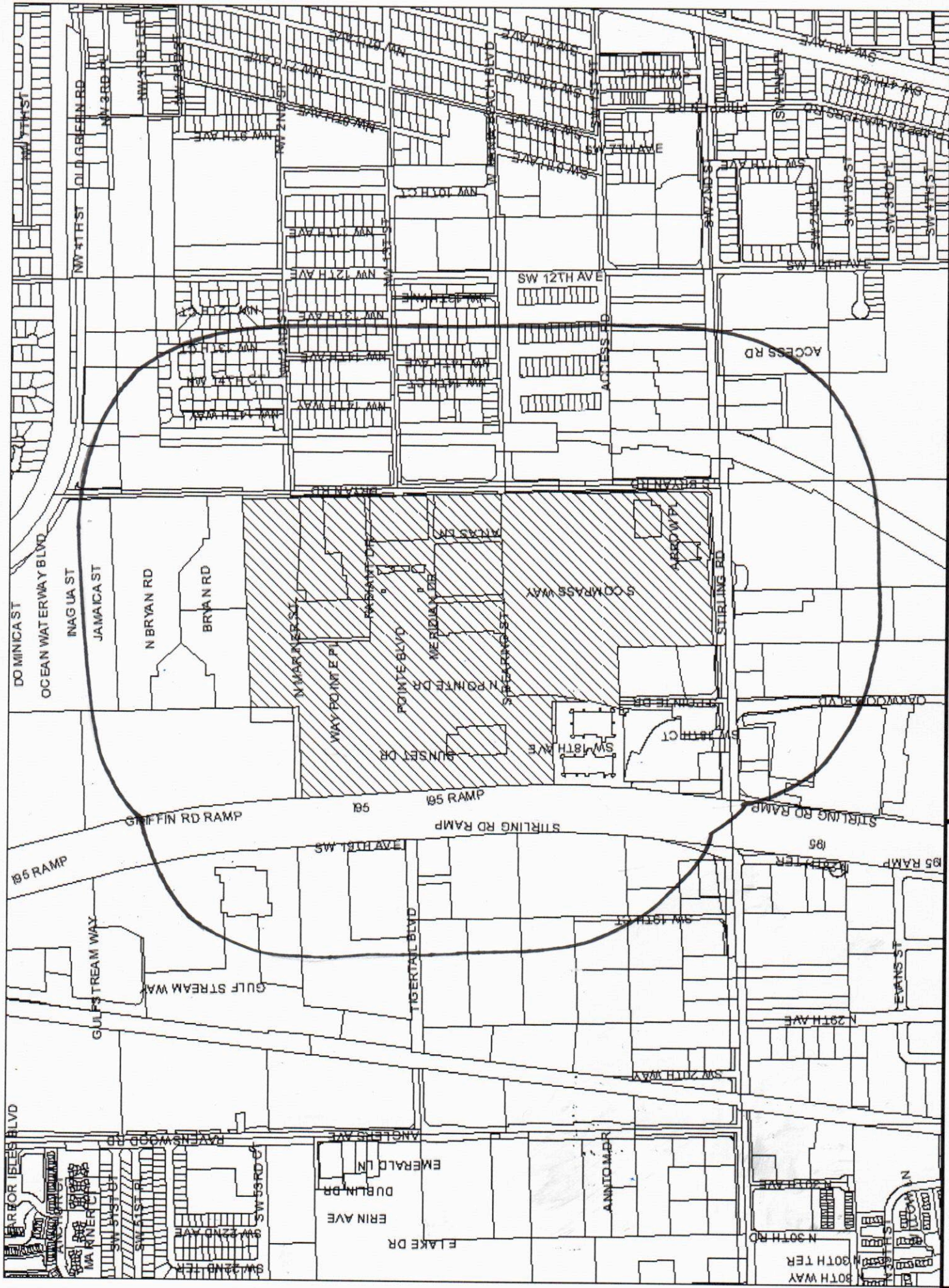
Title

On September 10, 2021, personally appeared Christina Mathews,
and (if applicable, if there is a co-owner) _____, as the Owner(s)
of the property described above. Such person(s) is/are personally known to me or produced
his/her/their
identification.

NOTARY PUBLIC
State of Florida

My Commission Expires 12-17-25





11 SW 12TH LLC
1800 PITTSBURGH DRIVE
DELAWARE OH 43015

123 FLORIDA LAND TR
SCHANK,JONI TRSTEE
8004 NW 154 ST #218
MIAMI LAKES FL 33016

7418 TAMARAC INC
8527 PINES BLVD #202
PEMBROKE PINES FL 33024

ABSOLU,JESSECA
19 NW 14 AVE
DANIA BEACH FL 33004

ADELE BESNER TR
BESNER,HANNA S TRSTEE
4240 GALT OCEAN DR #603
FORT LAUDERDALE FL 33308

AFFORDABLE HOUSING
DEVELOPMENT SOLUTIONS
7855 NW 12 ST STE 102
DORAL FL 33126

AGUILAR,JUAN JOSE
223 NW 13 CT
DANIA BEACH FL 33004

AIKENS,FRANCES
TYRONE A AIKENS REV LIV TR ETAL
1407 NW 1 ST
DANIA BEACH FL 33004 5105

AISSI,YAMINA
250 JAMAICA ST #250
DANIA BEACH FL 33004

ALESSIO,ROBERT G
136 MAIN ST
EVERETT MA 02149 5714

ALETHA HARDGE PLAYER REV TR
PLAYER,ALETHA HARDGE TRSTEE
20456 NE 34 CT
AVENTURA FL 33180 1650

ALLAIRE,MICHELE
PERT,STEVEN
223 JAMAICA ST #223
DANIA BEACH FL 33004 2261

ALLAIRE,YVES &
ALLAIRE,PAULINE
222 JAMAICA ST
DANIA BEACH FL 33004

AMERICAN FIRST FEDERAL INC
PO BOX 920
LAKE OSWEGO OR 97034

ANDREWS,DONALD
9867 SAINT JOHN DR
ALGONAC MI 48001 4236

ARRABUS TRADING LLC
ARX ASSOCIATES LLC
5333 COLLINS AVE #603
MIAMI BEACH FL 33140

ARSDA INVESTMENTS LLC
% RICHARD A WOOD
3352 SW 51 ST
FORT LAUDERDALE FL 33312

ATLANTIC 18 LLC
138 PARK DR
BAL HARBOUR FL 33154

B & A PROPERTIES LLC
59 SW 12 AVE #110
DANIA BEACH FL 33004

B & JCM PROPERTIES LLC
3905 NW 107 AVE STE 501
DORAL FL 33178 4400

BAILEY,ANN MARIE
102 OCEAN WATERWAY BLVD
DANIA BEACH FL 33004

BALLARD,JACQUELINE
TENDREBALLARD,YVES
26 CHEMIN LOISELLE
*WESTBURY QC CA J0B 1 R0

BARRETTE,RAYMOND
EDUBE,GILLES ETAL
128 ELEUTHERA DR #128
DANIA BEACH FL 33004

BEAUCHAMP,DENISE
CHAPUT,AIME
301 RUE GLADUE
*SAINT EUSTACHE QC CA J7P 4 B1

BEAUCHAMP,PIERRE
LAJEUNESSE,LYNE & RAYMOND,A C
82 DOMINICA ST #82
DANIA BEACH FL 33004

BEAUCHAMPS,LOUISE &
LEVESQUE,JEAN
116 RUE RICHARD POINTE AW JREMBL
*MONTREAL QC CA H1A 4 C6

BEDARD,PATRICE &
TURCOTTE,HUGUETTE
156 INAGUA ST
DANIA BEACH FL 33004 2248

BELANGER,DONALD
DUMONT,SONIA
75 RUE NOTRE-DAME - CP 165
*CAPCHAT QC CA G0J 1 E0

BELANGER,LISE &
ESTRADA,ENRIQUE
55 CAT CAY CT
DANIA BEACH FL 33004 2274

BENOIT,LISE
87 DOMINICA ST #87
DANIA BEACH FL 33004

BERETTA,ROBERT J JR
29 ROBIN DR
BRISTOL RI 02809

BERTRAND,JEAN MARIE
BERTRAND,RONALD
1069 BLVD ST JOSEPH #3
*MERCIER QC CA J6R 2 L8

BISSON,GUY & PAULINE C
VEILLETTE,M & BISSON,FRANCE
110 OCEAN WATERWAY BLVD #110
DANIA BEACH FL 33304

BKORF PROPERTY MANAGEMENT
CONSULTING SERVICES LLC
25 NW 14 CT
DANIA BEACH FL 33004 5110

BLANCHARD,RICHARD &
BEDARD,MONIQUE
228 JAMAICA ST
DANIA BEACH FL 33004

BLUEWAVE REEL ESTATE LLC
8522 SAWPINE ROAD
DELRAY BEACH FL 33446

BLUTEAU,ROBIN
BLUTEAU,DAVE & METAYER,CEDRIC
114 OCEAN WATERWAY BLVD #114
DANIA BEACH FL 33004

BOHADANAH,ELI
3950 SW 6 ST
FORT LAUDERDALE FL 33312

BOITEAU,ANDRE &
JOBIDON,GINETTE
118 ELEUTHERA DR
DANIA BEACH FL 33004

BOOHER,BEATRICE A
246 JAMAICA ST #246
DANIA BEACH FL 33004

BOUCHARD,MANON
PUGH,NICOLAS
243 JAMAICA ST #243
DANIA BEACH FL 33004

BOUCHER,STEPHANE
LIMOGES,SOPHIE
239 JAMAICA ST #239
DANIA BEACH FL 33004

BOUDREAULT,SYLVAIN
LAROCHE,ISABELLE
131 ELEUTHERA DR
DANIA BEACH FL 33004

BOUGIE,LOUISE
3 HIGHBORNE LN # 3
DANIA BEACH FL 33004

BOULANGER,JEANNE
BOULANGER,JEAN & BOULANGER,S
196 INAGUA ST
DANIA BEACH FL 33004

BOURGOUIN,MICHELE
167 INAGUA ST
DANIA BEACH FL 33004

BOUTIN,MICHELLIZOTTE,YVES
232 JAMAICA ST #232
DANIA BEACH FL 33004

BOYER,MICHEL & DIANE MAILHOT
79 DOMINICA ST
DANIA BEACH FL 33004 2265

BRE POLYGON PROPERTY OWNER LLC
% PROPERTY TAX-HOTELS
PO BOX A-3956
CHICAGO IL 60690 3956

BREITENSTEIN,ANTHONY
191 INAGUA ST
DANIA BEACH FL 33004 2253

BROWARD COUNTY BOARD OF
COUNTY COMMISSIONERS
115 S ANDREWS AVE RM 501-RP
FORT LAUDERDALE FL 33301 1801

BROWARD INTERNATIONAL
COMMERCE
1700 STUTZ DR STE 25
TROY MI 48084 4502

BROWARD INTERNATIONAL
COMMERCE PARK LTD
PARTNERSHIP
1700 STUTZ DR STE 25
TROY MI 48084 4502

BROWN,LESLIE EILEEN
153 NW 14 WAY # 3
DANIA BEACH FL 33004

BROWN,R & PATRICIA
% DUSKEY MARINE INC
110 N BRYAN ROAD
DANIA BEACH FL 33004 2244

BROWN,RALPH & PATRICIA A
110 N BRYAN ROAD
DANIA BEACH FL 33004 2244

BUTLER,MARY ALICE FAIRCHILD
112 NW 14 AVE
DANIA BEACH FL 33004

BYETTE,MARIUS
BYETTE,LUCIE HALPIN ETAL
266 JAMAICA ST
DANIA BEACH FL 33004

CAMPELLO DE CARBALHO,MIRTA
RSOSA,PABLO D
31 ANDROS PL
DANIA BEACH FL 33004

CCEM LLC
1785 NW 38 AVE
LAUDERHILL FL 33311

CF & A HILL FAMILY LTD
261 SW 13 ST
DANIA BEACH FL 33004

CHAMBERLAND, CLAUDE
CHAMBERLAND, MARC ANDRE
50 DE LA BARRE #1404
*LONGUEVIL QC CA J4K 5 G2

CHAMBERS, JOANN &
CHAMBERS, SAMUEL
208 NW 14 CT
DANIA BEACH FL 33004

CHAPUT, CELINE LAMBERT
179 OCEAN WATERWAY BLVD #179
DANIA BEACH FL 33004

CHAREST, MARIE-PAUL
EDESLOGES, GILLES
16 HIGBORNE LN #16
DANIA BEACH FL 33004 2271

CHARLAND, MURIANNE &
MCVEY, WILLIAM
12- 51413 RANGE ROAD #262
*SPRUCE GROVE AB CA T7Y 1 B4

CHARTRAND, ANDRE
ROUSSEL, CHRISTINE
14-1982 RG BAS-L?ASSOMPTION NORD
*L?ASSOMPTION QC CA J5W 2 J1

CHERIZAL, PATRICK CHERY
288 NW 13 CT
DANIA BEACH FL 33004

CHOUINARD, ANNETTE &
WILLIAM V JR
152 INAGUA ST UNIT 152
DANIA BEACH FL 33004

CHRETIEN, JEAN
LAFORGE, LOUISETTE ETAL
5471 RUE BOURGEOIS
*CONTRECOEUR QC CA J0L 1 C0

CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH FL 33004

CITY OF DANIA BEACH COMMUNITY
REDEVELOPMENT AGENCY
100 W DANIA BEACH BLVD
DANIA BEACH FL 33004 3643

CMC STEEL US LLC
6565 N MACARTHUR BLVD #800
IRVING TX 75039

COED-STIRLING ROAD LLC
%ECONOMOS PROPERTIES
225 NE MIZNER BLVD #430
BOCA RATON FL 33432 4078

COED-STIRLING, ROAD LLC DDCTD
PUBLIC
%CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH FL 33004 3643

COMO HOLDINGS CORP
11 SW 12 AVENUE #106 BLD 4
DANIA BEACH FL 33004

CONPROPST, SANDRA
PO BOX 135
AFTON NY 13730

CORRALES, ADRIANA RAQUEL
GUTIERREZ, MARCOS
277 NW 13 CT
DANIA BEACH FL 33004

COSTABILE, JOSEPH G &
COSTABILE, LUCY G
14 HARRIS ST
WILMINGTON MA 01887 3629

COTE, DENIS & RODRIGUE, GINETTE
COTE, RODRIGUE & COTE, NICOLAS
220 JAMACIA ST # 220
DANIA BEACH FL 33004

COTE, HELEN
EDELISLE, RICHARD
185 INAGUA ST
DANIA BEACH FL 33004

COUTURE, LOUISE
GAUDREAU, JACQUES ETAL
226 78E RUE E
*QUEBEC QC CA G1H 1 C9

CURE, AMARILLA I
209 NW 14 CT
DANIA BEACH FL 33004

CURRO, JOANNE
EKONJA, JOSEPH
36 BARBADOS BLVD #36
DANIA BEACH FL 33004

D'ALLAIRE, CHANTALL
ABRANCHE, RICHARD
264 JAMAICA DR
DANIA BEACH FL 33004 2262

D2HM INVESTMENTS LLC
1500 SE 5 AVE
DANIA BEACH FL 33004

DAIGLE, RENE &
DAIGLE, YVETTE PERREAULT
174 OCEAN WATERWAY BLVD
DANIA BEACH FL 33004 2264

DAISE, KELVIN H
110 NW 14 AVE
DANIA BEACH FL 33004

DALEY, DONALD A & DARLA
17 HIGBORNE LN #17
DANIA BEACH FL 33004

DALLAIRE, CLAUDE &
DALLAIRE, GINETTE MATTEAU
1070 RUE SAVOIE
*PLESSISVILLE QC CA G6L 3 B2

DAMIANO,LYNN M
4481 SW 54 CT
DANIA BEACH FL 33314

DANEAU,SYLVAIN
HUCKLE,N & DANEAU,ERICA ETAL
18 HIGBORNE LN
DANIA BEACH FL 33004

DANIA BEACH MANAGEMENT
GROUP LLC
35 SW 12 AVE #105
DANIA BEACH FL 33004

DANIA BEACH MANAGEMENT INC
711 GALLIMORE DAIRY RD
HIGH POINT NC 27265

DANIA BEACH MARINA CORP
90 NORTH BRYAN RD
DANIA BEACH FL 33004

DANIA LIVE 1748 II LLC
% KIMCO REALTY CORP
500 N BROADWAY #201
JERICHO NY 11753

DANIA LIVE 1748 LLC
500 N BROADWAY #201
JERICHO NY 11753

DANIA POINTE WATERFRONT LLC
3470 N MIAMI AVE UPPER STE
MIAMI FL 33127

DANIA WAREHOUSE 101 LLC
59 SW 12 AVE #101-2
DANIA BEACH FL 33004 3542

DANIA WAREHOUSE 102 LLC
59 SW 12 AVE #102-2
DANIA BEACH FL 33004 3542

DANIA-14TH WAY SERIES
EMBARK PROPERTIES LLC
1751 SW 117 AVE
DAVIE FL 33325

DANIEL,DEWEYLAKE CATTLE TR
7589 SW 13 ST
OKEECHOBEE FL 34974

DAVID K SCALISE &
MARCELLA L SCALISE REV TR ETAL
8522 SAWPINE RD
DELRAY BEACH FL 33446

DAVID WATTS REV TR
WATTS,DAVID T TRSTEE ETAL
5204 RANCH ACRES DR
LOVELAND CO 80538 1640

DCOTA DEV CO LTD PRTR
%COHEN BROTHERS REALTY
750 LEXINGTON AVE 29 FLR
NEW YORK NY 10022

DEAN,WANDA B
761 SW 3 ST
DANIA BEACH FL 33004

DELOUCH,WILLIE EDWARD M JR
PO BOX 1094
DANIA BEACH FL 33004 1094

DESAUTELS,DANIEL
RANGER,CLAUDETTE
256 JAMAICA ST
DANIA BEACH FL 33004

DESIGN & MEDIA GROUP LLC
59 SW 12 AVE #110
DANIA BEACH FL 33004

DESJARDINS,DOREEN
LETENDRE,MARIE JOSEE
146 OCEAN WATERWAY BLVD #146
DANIA BEACH FL 33004

DESROCHERS,FRANCINE
ST-PIERRE,MARC
112 RUE DE LA CHATELAINE
*GATINEAU QC CA J8V 2 N5

DION,DANIELLE
747 RUE FERNET
*ST JEAN RICHELIEV QC CA J3B 8
W2

DISCOUNT AUTO PARTS LLC
PO BOX 2710
ROANOKE VA 24001

DORE,YVES & LISE
203 INAGUA ST #203
DANIA BEACH FL 33004 2267

DOYLE,DENIS &
ROY,MARTINE
140 ELEUTHERA DR
DANIA BEACH FL 33004

DOYON,FRANCINE
46 RUE WOOD #2
*SHERBROOKE QC CA J1J 2 X3

DOYON,SYLVIE
2245 RUE DU VERMONT
*SHERBROOKE QC CA J1J 1 G9

DRAYTON,KAREN LAVERNE
1426 NW 2 ST
DANIA BEACH FL 33004 2606

DROUIN,GINETTE PAGEAU &
DROUIN,MARC
31 CHEMIN DES FONGEROLES
*LAC BEAUPORT QC CA G0A 2 C0

DUBE,PATRICIA
LEDUC,MICHEL
213 INAGUA ST #213
DANIA BEACH FL 33004

DULCIETA PROPERTIES INC
232 NW 14 WAY
DANIA BEACH FL 33004

DULCIETA PROPERTIES INC
4848 SW 25 AVE
FORT LAUDERDALE FL 33312

DUMAS,RAOUL
200 INAGUA ST
DANIA BEACH FL 33004

DUPAL,ROBERT A
56 CAT CAY CT #56
DANIA BEACH FL 33004 2204

DUPUIS,ROBERT
FORGET,REJEANNE
150 OCEAN WATERWAY BLVD #150
DANIA BEACH FL 33004

DURAND,PAUL
MAHER,LYNE
22A ELEUTHERA DR
DANIA BEACH FL 33004

DURAND,PAUL
MAHER,LYNE
122 ELEUTHERA DR
DANIA BEACH FL 33004

EPC AUTOMOTIVE INC
1451 OLD GRIFFIN ROAD
DANIA BEACH FL 33004 2236

F E V INVESTMENTS INC
%TIGER VAC INC
11 SW 12 AVE STE 112
DANIA BEACH FL 33004

FAD REALTY LLC
% RUSSELL FRANCES
73 SW 12 AVE UNIT 112
DANIA BEACH FL 33004

FARAND,ROBERT
HENCHEY,NATHALIE FARAND
29 TANGLEWOOD DR
HURRICANE WV 25526

FAUCHER,LUCTHERRIEN,LISE
262 JAMAICA ST #262
DANIA BEACH FL 33004 2209

FAUCHER,MANON
FRAPPIER,YVES
623 RANG ST-GEORGES
*BEAUHARNOIS QC CA J6N 0 L9

FELL,JOHN
229 JAMAICA ST
DANIA BEACH FL 33004

FF ONE LLC
1411 NW 10 ST
DANIA BEACH FL 33004

FIAT 666 LLC
1707 HARBOR VIEW CIR
WESTON FL 33327

FINHNOS CORP
PO BOX 1816
DANIA BEACH FL 33004

FIVE GEMS LLC
1631 GRANDVIEW BLVD
KISSIMMEE FL 34744

FLAHIVE,PAUL J & ROBERTA J &
FLAHIVE,CHRISTOPHER P
72 LIBRARY ST
REVERE MA 02151

FLORIDA DEPT OF TRANSPORTATION
OFFICE OF RIGHT OF WAY
3400 W COMMERCIAL BLVD
FORT LAUDERDALE FL 33309 3421

FLORIDA POWER & LIGHT CO
ATTN PROPERTY TAX - PSX/JB
700 UNIVERSE BLVD
JUNO BEACH FL 33408

FONTAINE,DORIS
FONTAINE,DENIS
46 BARBADOS BLVD
DANIA BEACH FL 33004 2268

FORD,DONALD & LINDA
RECTOR,MARNIE FAIRCHILD
215 INAGUA ST
DANIA BEACH FL 33004 2267

FORD,TRAVIS
280 NW 14 WAY
DANIA BEACH FL 33004

FOX,FRANCIS P
KELLEY,ROSEMARY
198 INAGUA ST
DANIA BEACH FL 33004

FRANCOEUR,MANON
LACOMBE,LUC
160 INAGUA ST #160
DANIA BEACH FL 33004 2266

FRERIKS,VIRGINIA
24 ANDROS PL #24
DANIA BEACH FL 33004

FRONTIER DANIA LLC
2950 SW 27 AVE STE 300
MIAMI FL 33133 3765

FUGERE,NICOLE
54 CAT CAY CT #54
DANIA BEACH FL 33004

FUNCHESS,DWAYNE L
15 NW 14 CT
DANIA BEACH FL 33004

FUNCHESS,GEORGE E &
FUNCHESS,MABLE
1481 W DANIA BEACH BLVD
DANIA BEACH FL 33004

FUNCHESS,WILLIE JAMES
25 NW 14 CT
DANIA BEACH FL 33004 5110

FUSSELL,SHERLANNE
235 NW 14 CT
DANIA BEACH FL 33004

GAGNE,FRANCINE G
1305 LOUIS BASILE PIGEON
*LACHINE QC CA H8S 4 L7

GAGNE,SOPHIE
184 INAGUA ST #184
DANIA BEACH FL 33004

GAGNON,SERGE
GAGNON,MICHELE
267 A BOUL L'ASSOMPTION
*REPENTIGNY QC CA J6A 1 B4

GARDNER,ALBERTA
1402 NW 3 ST
DANIA BEACH FL 33004 2621

GARDNER,NANCY
RUMA,STEPHEN G
161 INAGUA ST #161
DANIA BEACH FL 33004

GAUDREAU,DIANE
BONIN,MARCEL
163 INAGUA ST
DANIA BEACH FL 33004

GAUTHIER,GUY A
GAUTHIER,PHILIPPE
231 JAMAICA ST #231
DANIA BEACH FL 33004

GEARY,JOANNE G
85 DOMINICA ST
DANIA BEACH FL 33004

GELINAS,MARC
PROTEAU,SYLVIE ETAL
219 JAMAICA ST #219
DANIA BEACH FL 33004

GERVAIS,GLENN
MARSOLAIS,SUZANNE
47 BARBADOS BLVD #47
DANIA BEACH FL 33004

GEVA I CORP
10374 BERMUDA DR
COOPER CITY FL 33026

GINGRAS,CLAUDETTE
GINGRAS,GHISLAIN
155 INAGUA ST #155
DANIA BEACH FL 33004 2248

GINGRAS,LOUISE &
GRENIER,JEAN-LOUIS
41 RUE VALMONT
*REPENTIGNY QC CA J5Y 1 H2

GIRARD,MICHEL & MICHELLE &
GIRARD,CAROLINE & GIRARD,N
331 AVE VENISE OUEST APP 301
*QUEBEC QC CA J0J 2 K0

GIROUX,ALAINPIGELET,CHANTAL
26 CHEMIN DE LA FUTAIE
*LAC-BEAUPORT QC CA G3B 2 C3

GIROUX,MARIE PAUL
EHALLEE,YVAN
153 INAGUA ST #153
DANIA BEACH FL 33004

GONZALEZ,RON ALAN SR
PIRES,SILVANA A
169 OCEAN WATERWAY BLVD #169
DANIA BEACH FL 33004 2229

GOUPIL,FRANCINE
GOUPIL,MICHEL
20 HIGHBORNE LN
DANIA BEACH FL 33004

GRACE,GLORIA GASKINS &
GRACE,TOM A
50 NW 13 AVE
DANIA BEACH FL 33004

GREEN,CHRIS DENISE
24 NW 14 AVE
DANIA BEACH FL 33004 5108

GRIFFIN,CHRISTINE
GRIFFIN,ROBERT E
45 BARBADOS BLVD
DANIA BEACH FL 33004 2268

GUERIN,JACQUES
GUERIN,LINE
221 RUE ST FRANCOIS
*SHERRINGTON QC CA J0L 2 N0

GUERIN,MARCEL
DESCHAMPS,MARIETTE
157 OCEAN WATERWAY BLVD
DANIA BEACH FL 33004

GUPTA,CHANDER
11380 TEMPLE ST
COOPER CITY FL 33330 4443

GUTIERREZ,DANIEL ROBERTO
2000 TOWERSIDE TER APT 708
MIAMI FL 33138 2232

H&S HOLLYWOOD PROPERTIES LLC
3612 NW 82 DR
COOPER CITY FL 33024

HANKERSON,CHRISTA B EST
27 NW 14 AVE
DANIA BEACH FL 33004 5113

HANKERSON,PHYLLIS
27 NW 14 AVE
DANIA BEACH FL 33004 5113

HANNIGAN,ELISABETH A &
HANNIGAN,ROBERT T
PO BOX 838
E WAREHAM MA 02538

HARBOR ONE REALTY INC
1451 OLD GRIFFIN ROAD
DANIA BEACH FL 33004 2236

HARDGE,BERNARD
HARDGE,DONALD L
292 NW 13 CT
DANIA BEACH FL 33004 2613

HARDGE,BOBBIE
PLAYER,ALETHA & EDWARDS,ANNETTE
137 NW 14 AVE
DANIA BEACH FL 33004 2630

HARDGE,DIANE
5858 NW 62 TER
PARKLAND FL 33067 1544

HARDGE,JOHNNY EST
5858 NW 62 TER
PARKLAND FL 33067

HARRIS,ALEXANDER SR
221 NW 13 CT
DANIA BEACH FL 33004 2612

HAYES,CLAUDE
HAYES,EMILIE
192 INAGUA ST
DANIA BEACH FL 33004

HAYES,JACQUES &
HAYES,MARJOLAINE
70 CAT CAY CT
DANIA BEACH FL 33004

HDI PROPERTY I LLC
180 GULFSTREAM WAY STE 2
DANIA BEACH FL 33004

HEFFERNAN,BARBARA A
HEFFERNAN,COREY J
242 JAMAICA ST #242
DANIA BEACH FL 33004

HOLLIS,JAMES H & CLAUDIER
108 NW 14 AVE
DANIA BEACH FL 33004 2614

HOTOLOS HOLLYWOOD LLC
4051 N OCEAN DR STE 2
LAUDERDALE BY THE SEA FL 33308

HOTTE,YVAN
HOTTE,NICOLE GUERIN
267 JAMAICA ST #267
DANIA BEACH FL 33004

HOULE,ANDRE
186 INAGUA ST
DANIA BEACH FL 33004

INGRAM,JOHN
4751 SW 26 TER
FORT LAUDERDALE FL 33312

JACK BESNER IRREVOC TR
BESNER,HILDA TRSTEE
4240 GALT OCEAN DR #603
FORT LAUDERDALE FL 33308

JACKSON,DOROTHY
1373 NW 3 ST
DANIA BEACH FL 33004 2640

JASMIN,RACHELLA
ROCQUE,PIERRE
8340 JONATHAN
*MIRABEL QC CA J7N 1 W2

JONES,COLYNN MAE
ETCHEVARNE,GABRIELA
22 NW 14 AVE
DANIA BEACH FL 33004

JONES,MILTON JR
JONES,ALBERT
722 SW 3 ST
DANIA BEACH FL 33004 4901

JONES,MILTON L JR & BARBARA H
PO BOX 357
DANIA BEACH FL 33004 0357

JONES,TOMMY L &
JONES,ELROY
8240 NW 47 ST
LAUDERHILL FL 33351 5533

JOSEPH,DENRICK
JOSEPH,SHERRY
139 NW 14 WAY
DANIA BEACH FL 33004

JULIEN,PATRICK
502 W 55 ST APT 5E
NEW YORK NY 10019 3581

K & M ENTERPRISES LLC
2941 SW 82 WAY
DAVIE FL 33328

KENON,DWIGHT
2811 NW 26 ST
FORT LAUDERDALE FL 33311 2011

KROLL,ROBERT J
253 JAMAICA ST
DANIA BEACH FL 33004 2262

KTR HOLLYWOOD LLC
%PROLOGIS TAX COORDINATOR
1800 WAZEE ST
DENVER CO 80202

L&J CAPITAL LLC
8504 NW 3 ST
CORAL SPRINGS FL 33071

LABERGE,MARC H/E &
DUFOUR,PIERRE
42 BARBADOS BLVD
DANIA BEACH FL 33004 2268

LABRECQUE,GAETANE
ROUILLARD,COME
178 OCEAN WATERWAY BLVD # 178
DANIA BEACH FL 33004

LABRECQUE,ROBERT &
LABRECQUE,LISE BEDARD
149 OCEAN WATERWAY BLVD
DANIA BEACH FL 33004

LACELLE,SYLVIE
FILIATRAULT,MICHAEL
248 JAMAICA ST #248
DANIA BEACH FL 33004

LACHANCE,RAYMOND &
LACHANCE,FRANCE & LACHANCE,F
224 JAMAICA ST
DANIA BEACH FL 33004

LACROIX,HUGUETTE
193 INAGUA ST
DANIA BEACH FL 33004

LAFRENIERE,BRUNO &
LAFRENIERE,JACQUES
63 LOUIS RIEL
*GATINEAU QC CA J8T 1 Y2

LAMONTAGNE,YVES
BEAUDRY,MELISA
4 HIGBORNE LN #4
DANIA BEACH FL 33004

LANTIGUA,GREGORIO
1350 NW 3 ST
DANIA BEACH FL 33004

LARIVIERE,FRANK
DUMAS,GAETANE
74 DOMINICA ST #74
DANIA BEACH FL 33004

LARSON,MARDI L
29 ANDROS PL
DANIA BEACH FL 33004

LAVALLEE,JACQUES
LAVALLEE,LISE
202 INAGUA ST
DANIA BEACH FL 33004

LAVISH LIFESTYLES CAPITAL
INVESTMENT GROUP LLC
PO BOX 19322
JACKSONVILLE FL 32245

LAZAR,AUDREY M
73 SW 12 AVE #109-A
DANIA BEACH FL 33004 3523

LAZURE,ALAIN
LAZURE,GINETTE CHALIFOUX
235 JAMAICA ST #235
DANIA BEACH FL 33004

LECOURS,GHISL
AINRENAUD,MARLENE
926 RUE DU FLEUVE
*ST-ANTOINE DE TILLY QC CA G0S 2 C0

LEFEBVRE,YVON & DENISE
210 INAGUA ST
DANIA BEACH FL 33004

LEGARE,MARIO
95 DOMINICA ST
DANIA BEACH FL 33004

LEMAY,CAROLE
26 ANDROS PL #26
DANIA BEACH FL 33004

LENKIEWICZ,PAULA
34 DIVISION ST
CHELSEA MA 02150

LEPAGE,DONAT & MADELEINE &
LEPAGE,MARC & LEPAGE,ANGELE
109 OCEAN WATERWAY BLVD
DANIA BEACH FL 33004

LEPAGE,JULIEMASSE,ALAIN
32 ANDROS PL
DANIA BEACH FL 33004

LETENDRE,ANGELE &
LETENDRE,JACQUES
26 CHEMIN LOISELLE
*WESTBURY QC CA J0B 1 R0

LIZANA,BOB
ELIZANA,JESSICA J
120 ELEUTHERA DR #120
DANIA BEACH FL 33004

LOISELLE,LIETTE &
LOISELLE,LISETTE ETAL
37 BARBADOS BLVD #37
DANIA BEACH FL 33004

LONGO,NORMAN
132 ELEUTHERA DR
DANIA BEACH FL 33004

LUCAS,GARY & CYNTHIA
2242 FREEDOM ST
HOLLYWOOD FL 33020

LUCAS,GARY
LUCAS,CYNTHIA
2242 FREEDOM ST
HOLLYWOOD FL 33020

LUSSIER,MICHEL
DESLAURIERS,NATHALIE
265 JAMAICA ST #265
DANIA BEACH FL 33004 2262

LVP HMI FT LAUDERDALE LLC
%THE LIGHTSTONE GROUP
1985 CEDAR BRIDGE AVE #1
LAKEWOOD NJ 08701

MAFFOLINI,CARLO &
MAFFOLINI,MARCO
138 ELEUTHERA DR #138
DANIA BEACH FL 33004

MALENFANT,DANIEL
LAPLANTE,LUCIE
34 BARBADOS BLVD #34
DANIA BEACH FL 33004

MANN,BESSIE EST
31 NW 14 CT
DANIA BEACH FL 33004 5110

MARCH,JUAN
92 DOMINICA ST #92
DANIA BEACH FL 33004

MARKEY,CORRINE L
145 SE 25 RD APT 702
MIAMI FL 33129 2494

MARSOLAIS,LYNE
CHARTRAND,JOEL MARSOLAIS
116 OCEAN WATERWAY BLVD
DANIA BEACH FL 33004

MAUS,WILLIAM L
247 JAMAICA DR
DANIA BEACH FL 33004 2262

MCCARTHY,PAMELA J
MCCARTHY,THOMAS W
3400 MOUNT OLIVE LN
MARTINSVILLE IN 46151 6830

MCDONALDS CORP 009/0528
% CHRISTOPHER N BIGGS
PO BOX 182571
COLUMBUS OH 43218

MCKNIGHT,BENITA CLARK &
MCKNIGHT,REGGIE
1360 NW 2 TER
DANIA BEACH FL 33004

MEUNIER,LISE GILMORE
MEUNIER,PATRICK ETAL
91 DOMINICA ST
DANIA BEACH FL 33004 2203

MICHAEL LAPENNA FAM TR
LAPENNA,MICHAEL TRSTEE ETAL
150 PINE BEACH
*DORVAL QC CA H9S 2 T9

MILLER,GARY L
214 SW 15 ST
DANIA BEACH FL 33004

MITCHELL,CLARENCE JR & YASMA
1351 DANIA BEACH BLVD W
DANIA BEACH FL 33004

MITCHELL,EDWARD C
MITCHELL,LINDA
19 HIGHBORNE LN
DANIA BEACH FL 33004

MOGK,WINIFRED J
141 ELEUTHERA DR
DANIA BEACH FL 33004

MOLLY FULFILLMENT &
PACKAGING LLC
1909 TYLER ST #700
HOLLYWOOD FL 33020

MONAST,LOUISE
GUERIN,JEAN-CLAUDE ETAL
7 HIGHBORNE LN #7
DANIA BEACH FL 33004

MORALES,WALDO
5083 WHITEWATER WAY
SAINT CLOUD FL 34771 7968

MOREAU,ANDRE & CARMEN
10 RUE ALBERT
*LEVIS QC CA G6W 1 L3

MORIN,MICHEL
MORIN,FRANCIS
168 OCEAN WATERWAY BLVD #168
DANIA BEACH FL 33004

MORIN,NICOLE
MORIN,DOMINIQUE
99 DOMINICA ST #99
DANIA BEACH FL 33004

MORIN,PASCAL
BROUILLARD,MARYSE
4640 RUE ST PIERRE O
*ST HYACINTHE QC CA J2T 5 G8

MORIN,YVES
BOUTIN,MARIE-FRANCE ETAL
700 MAXIME ST
*QUEBEC QC CA G2L 2 H8

MSNO PROPERTIES LLC
10399 CYPRESS LAKES PRESERVE
DR
LAKE WORTH FL 33449

MTE-THOMSON INC
35 SW 12 AVE #112
DANIA BEACH FL 33004

NANAN,CLANCY
232 NW 14 WAY
DANIA BEACH FL 33004 2617

NANAN,SEEGOBIN
260 NW 14 WAY
DANIA BEACH FL 33004

NIBUR MAGIC LLC
2634 NW 49 ST
BOCA RATON FL 33434

NORTON,TAMMY F
260 NW 13 CT
DANIA BEACH FL 33004

NUBY,RONALD D
417 OLD GRIFFIN RD
DANIA BEACH FL 33004 2744

O'DONNELL,JOAN
DANSEREAU,MICHAEL C
207 INAGUA ST #207
DANIA BEACH FL 33004 2217

OAKWOOD PLAZA LP
500 N BROADWAY #201
JERICHO NY 11753

OAKWOOD PLAZA LP
%KIMCO REALTY
500 N BROADWAY #201
JERICHO NY 11753

OAMI,ELANA
3479 NE 163 ST # 900
NORTH MIAMI BEACH FL 33160

OCEAN WATERWAY CO-OP INC
1500 OLD GRIFFIN ROAD
DANIA BEACH FL 33004

OCEAN WATERWAY CO-OP INC
170 OCEAN WATERWAY #170
DANIA BEACH FL 33004

OCEAN WATERWAY CO-OP INC
188 INAGUA ST #188
DANIA BEACH FL 33004

OLD GRIFFIN CORP
1451 OLD GRIFFIN ROAD
DANIA BEACH FL 33004 2236

ONE OF A KIND DESIGN LLC
73 SW 12 AVE STE 110
DANIA BEACH FL 33004 3523

OSDAMI LLC
PO BOX 1816
DANIA BEACH FL 33004

OSTIGUY,GILLES
OSTIGUY,FRANCOISE MASSE ETAL
236 RANG 3EME QUEST
*STOKE QC CA J0B 3 G0

OWENS,ELIZABETH EST
57 NW 14 AVE
DANIA BEACH FL 33004

PAGEAU,ANDRE
PAGEAU,COLETTE L & PAGEAU,SOPHIE
49 BARBADOS BLVD
DANIA BEACH FL 33004

PAQUET,GILLES
PAQUET,PIERRETTE
13099 HWY 41
*NORTHBROOK ON CA K0H 2 G0

PARENT,MAURICE &
PARENT,MARTINE
1555 RUE DE LA MONTEE
*QUEBEC QC CA G2K 1 Z9

PEACOCK,MICHELINE L
60 CAT CAY CT
DANIA BEACH FL 33004

PELOQUIN,ANDRE
TOUPIN,MARJOLAINE ETAL
263 JAMAICA ST #263
DANIA BEACH FL 33004

PEPIN,RICHARD
41 BARBADOS BLVD
DANIA BEACH FL 33004 2273

PHILLIPS,ERIC
131 NW 14 AVE
DANIA BEACH FL 33004

PIERRERENE,KATHLEEN
1495 NW 2 ST
DANIA BEACH FL 33004

PINO,CARMEN
REAL,MORAIMA
840 E 19 ST
HIALEAH FL 33013

PLANTE,FRANCOIS
TREMBLAY,NATALIE
176 OCEAN WATERWAY BLVD
DANIA BEACH FL 33004

POPOLIZIO,PATRICIA A
POPOLIZIO,SEVERINO
177 OCEAN WATERWAY BLVD #177
DANIA BEACH FL 33004

POTVIN,DICK
217 INAGUA ST #217
DANIA BEACH FL 33004

POULIN,PIERRE MICHEL
MALONEY,NATHALIE
237 JAMAICA ST #237
DANIA BEACH FL 33004

PROTEAU,LINDA
258 JAMAICA ST #258
DANIA BEACH FL 33004

PUBLIC LAND
% CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH FL 33004 3643

RD HOLDINGS WORLDWIDE LLC
35 SW 12 AVE #106-3
DANIA BEACH FL 33004

RECTOR,MICHAEL & MARNIE
106 OCEAN WATERWAY BLVD #106
DANIA BEACH FL 33004

REITZ,JACK C &
MADON-REITZ,SHERRY
1341 NW 2 ST
DANIA BEACH FL 33004

RICHARD,RENALD
43 BARBADOS BLVD
DANIA BEACH FL 33004

RJ MARINA HOLDINGS LLC
70 S BRYAN RD
DANIA BEACH FL 33004

ROBINSON,JUDITH V
1353 NW 3 ST
DANIA BEACH FL 33004 2640

ROBITAILLE,CHRISTIAN
1824 AVE DE LA FAMILLE
*QUEBEC QC CA G2G 1 M6

RODGERS,HAROLD
107 OCEAN WATERWAY BLVD #107
DANIA BEACH FL 33004

ROLLINS,RUTHIE MAE EQLE
ROLLINS,ESPY L EST
257 NW 13 CT
DANIA BEACH FL 33004 2612

ROUILLARD,HUGUETTE &
ROUILLARD,ROGER
1945 ADONCOUR 419
*LONGUEVIL QC CA J4N 0 B6

ROY,GASTON & NICOLE
ROY,CATHY
70 DES GROSEILLIERS
*CANTIEY QUE QC CA J8V 3 L7

ROY,RAYMOND
ROY,THERESE & ROY,GUYLAINE
35 BARBADOS BLVD
DANIA BEACH FL 33004

ROY,REAL
BEAUDOIN,LOUISE ETAL
77 DOMINICA ST #77
DANIA BEACH FL 33004

ROY,REJEAN
226 JAMAICA ST # 226
DANIA BEACH FL 33004

RYNKIEWICZ,NATALIE T
154 INAGUA ST
DANIA BEACH FL 33004

SANCHEZ MORENO
REAL ESTATE LLC
59 SW 12 AVE #112
DANIA BEACH FL 33004

SAVARD,EVENS
DUFOUR,ANNICK
182 RUE TREMBLAY
*BEGIN QC CA G0V 1 B0

SCHOELLER,CHRISTOPHER
35 SW 12 AVE #111
DANIA BEACH FL 33004

SCHOOL BOARD OF BROWARD COUNTY
ATTN:FACILITY MANAGEMENT
600 SE 3 AVE
FORT LAUDERDALE FL 33301 3125

SCOTT,FREDDIE LEE JR
1370 NW 3 ST
DANIA BEACH FL 33004 2641

SCOTT,MARY L EST
140 NW 14 AVE
DANIA BEACH FL 33004 2614

SHARIFF,GANNIM JR & INGRID
15 NW 14 AVE #1-2
DANIA BEACH FL 33004

SHEA,STEPHEN M &
SHEA,PAULINE C
202 CIDY RD
TAVERNIER FL 33070

SHOATS,EUNICE
230 NW 14 CT
DANIA BEACH FL 33004 2629

SIPPPIO,DORETA
1421 NW 2 ST
DANIA BEACH FL 33004

SKINNER,BEVERLY
22 ELEUTHERA DR #22
DANIA BEACH FL 33004 2260

SLADE,DIANE EST
OWENS,OPHELIA & MARTIN,FRANCINA
205 NW 14 CT
DANIA BEACH FL 33004

SMITH,CYNTHIA
LUCAS,GARY
50 NW 14 AVE
DANIA BEACH FL 33004

SMITH,SUSAN G
144 ELEUTHERA DR #144
DANIA BEACH FL 33004

SNOW,MARK NOAH
230 JAMAICA ST
DANIA BEACH FL 33004

SOLUTION INVESTORS INC
9715 W BROWARD BLVD #259
PLANTATION FL 33324

SOUTH FLORIDA STUDIO LLC
59 SW 12 AVE #110
DANIA BEACH FL 33004

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT
PO BOX 24680
WEST PALM BEACH FL 33416 4680

SPILLMAN,LURMYCE D
81 NW 14 AVE
DANIA BEACH FL 33004 5113

SPIN REALTY LLC
1030 N SOUTHLAKE DR
HOLLYWOOD FL 33019

SPIRIT AIRLINES INC
2800 EXECUTIVE WAY
MIRAMAR FL 33025

SPORTSMAN PARK DEV CO
2500 E KEARNEY ST
SPRINGFIELD MO 65898 0001

ST AMANT,JEAN PAULST
AMANT,MARIE-LAURENCE ETAL
61 CAT CAY CT
DANIA BEACH FL 33004

ST-AMANT,LUCIE
159 INAGUA ST #159
DANIA BEACH FL 33004

ST-ONGE,RICHARD
PO BOX 168
*ALFRED ON CA K0B 1 A0

ST-PIERRE,CLAUDETTE
LEPAGE,EVE
40 BARBADOS BLVD #40
DANIA BEACH FL 33004

ST-PIERRE,MARCEL
96 DOMINICA ST #96
DANIA BEACH FL 33004

STEWART,JACQUELINE SUZAN
1441 W DANIA BEACH BLVD
DANIA BEACH FL 33004 5101

STIRLING ACCESS LLC
261 SW 13 ST
DANIA BEACH FL 33004

STIRLING DESIGN CENTER LLC
4901 NW 17 WAY STE 103
FORT LAUDERDALE FL 33309

STIRLING HOTEL DANIA BEACHLTD
60 POINTE CIR
GREENVILLE SC 29615

STIRLING INDUSTRIAL PARK
% ALAN LEVY
4901 NW 17 WAY SUITE 103
FORT LAUDERDALE FL 33309

STIRLING PRODUCTIONS LLC
73 SW 12 AVE STE 105
DANIA BEACH FL 33004

STOKES,BERTIE L
160 NW 14 WAY
DANIA BEACH FL 33004 2620

STULIR,WENDY
STULIR,MICHAEL
204 INAGUA ST #204
DANIA BEACH FL 33004

SZYMANSKI,DENNIS J
471 S OGDEN ST APT 1
BUFFALO NY 14206 3365

TANGUAY,JACQUES
VACHON,FRANCE
148 OCEAN WATERWAY BLVD
DANIA BEACH FL 33004

TATE FAM REV LIV TR
TATE,DAWN R & STEPHEN G TRSTEE
3309 NE 37 ST
FORT LAUDERDALE FL 33308

TAYLOR,CHRISTINE
P O BOX 1609
DANIA BEACH FL 33004

TAYLOR,CHRISTINE EST
P O BOX 1609
DANIA BEACH FL 33004

TECHNICRAFT PLASTICS INC
1253 STIRLING ROAD
DANIA BEACH FL 33004 3555

TENBRINK,HELGA M
249 JAMAICA ST
DANIA BEACH FL 33004

TESSIER,LINE
14 HIGHTBORNE LN #14
DANIA BEACH FL 33004

TGC DANIA LLC
% GOODMAN COMPANY
777 S FLAGLER DR SUITE 136E
WEST PALM BEACH FL 33401 6138

THOMAS,ERICA CHARON
47 NW 14 AVE
DANIA BEACH FL 33004

THOMPkins,MILTON & MALISSA R
130 NW 14 AVE
DANIA BEACH FL 33004

TIGERTAIL INDUSTRIAL PARK LLC
800 S OCEAN BLVD #LPH5
BOCA RATON FL 33432

TIGERTAIL INDUSTRIAL PARK LLC
2000 STIRLING RD #BAY F2
DANIA BEACH FL 33004

TIGERTAIL INDUSTRIAL PARK LLC
800 S OCEAN BLVD APT LPH5
BOCA RATON FL 33432

TOUPIN,MAXIMTOUPIN,MICHEL
52 RUE DE RONSORD
*ST-JEAN-SUR-RICHELIEU QC CA
J2W 2 N3

TOURANGEAU,HENRI & PEARCE,LOUISE
& TOURANGEAU,TINA
57 CAT CAY CT
DANIA BEACH FL 33004

TOURANGEAU,PIERRE & BETTY F &
TOURANGEAU,LYNNE J ETAL
81 DOMINICA ST
DANIA BEACH FL 33004

TREMBLAY,SYLVAIN
BOUCHARD,CHANTAL
113 OCEAN WATERWAY BLVD #113
DANIA BEACH FL 33004

TRIANA,IGNACIO J
CORTES VILLEGAS,ALIDA M
182 OCEAN WATERWAY BLVD #182
DANIA BEACH FL 33004 2264

TURGEON,PAULETTE
FONTAINE,DAVE ETAL
244 JAMAICA ST #244
DANIA BEACH FL 33004

UNITED HOUSE OF PRAYER ETAL
MADISON,S C TRSTEE
1665 PORTAL DR NW
WASHINGTON DC 20012

UPPAL,POMPEE
292 MCARTHUR AVE
*OTTAWA ON CA K1L 6 P2

VAILLANT,BERNARD
VAILLANT,CECILE
364 CH TACHE
*GATINEAU QC CA J8V 3 Y1

VAN HOUTTE,RICHARD &
VAN HOUTTE,PAULINE
175 OCEAN WATERWAY BLVD
DANIA BEACH FL 33004 2264

VAN WINDEN,PATRICK
135 ELEUTHERA DR
DANIA BEACH FL 33004

VAN WINDEN,YVON
SERRES,RITA
260 JAMAICA ST #260
DANIA BEACH FL 33004

VELASQUEZ,JACOB GILBERT
1361 W DANIA BEACH BLVD
DANIA BEACH FL 33004

VICKERS,LEE
112 NW 14 WAY
DANIA BEACH FL 33004 2653

VOLGY,LASZLO KRASZNA
164 INAGUA ST #164
DANIA BEACH FL 33004

WANSER,ROBERT
227 JAMAICA ST
DANIA BEACH FL 33004

WASHINGTON,GLORIA J
WASHINGTON,PRINCE JR
270 NW 14 WAY
DANIA BEACH FL 33004 2654

WASTORAGE LLC
4051 SW 53 AVE
DAVIE FL 33314 3728

WATSON,JACKIE
WATSON,PAMELA
516 NW 1 ST
HALLANDALE BEACH FL 33009

WD INVESTMENT HOLDINGS LLC
1250 S PINE ISLAND RD #200
PLANTATION FL 33324

WEST,RAYMOND
237 NW 8 AVE
DANIA BEACH FL 33004 2734

WESTMINSTER MCINTYRE FAM IREV TR
MCINTYRE,WILLIAM TRSTEE
3033 NE 32 AVE
FORT LAUDERDALE FL 33308

WHITE,JONISHA DESIREE
THOMAS,ANGEL C W
218 NW 14 CT
DANIA BEACH FL 33004

WHITE,JONIS
HADEAS,TANYA EST
218 NW 14 CT
DANIA BEACH FL 33004 2601

WILER,RUTH EST
% RANDAL WILER
4021 SW 59 TER
WEST PARK FL 33023

WILLIAMS,BETTY JEAN
142 NW 14 AVE
DANIA BEACH FL 33004 2614

WILSON,ARTHUR E
23 NW 14 CT
DANIA BEACH FL 33004

WILSON,CHARLOTTE G & GRACE,LEROY
FUNCHESS,RUTHA LEE EST
33 NW 14 AVE
DANIA BEACH FL 33004 5113

WILSON,ELIZABETH EST
% DAVID WILSON
107 NW 14 AVE
DANIA BEACH FL 33004 2630

WILSON,KEITH
139 ELEUTHERA DR #139
DANIA BEACH FL 33004

WRIGHT,ANITA V &
WRIGHT,SANDRA G
291 NW 14 WAY
DANIA BEACH FL 33004 2627

WRIGHT,SANDRA
291 NW 14 WAY
DANIA BEACH FL 33004 2627

Y&M REV TR
HANKIN,MOSHE TRSTEE
810 NE 172 TER
MIAMI FL 33162

YM 26 FLEX LLC
1550 LATHAM RD STE 8
WEST PALM BEACH FL 33409



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 12 OF THE CITY CODE, ENTITLED “FLOOD DAMAGE PREVENTION, BY CREATING ARTICLE XVII ENTITLED “SEAWALLS” ADOPTING THE REQUIRED STANDARDS FOR SEAWALL HEIGHT AS MANDATED BY BROWARD COUNTY; AND BY AMENDING CHAPTER 28 OF THE CITY CODE, ENTITLED “LAND DEVELOPMENT CODE”, ARTICLE 240, ENTITLED “DOCKS AND MOORING STRUCTURES” TO ADD SECTION 240-30, ENTITLED “SEAWALLS” TO REFERENCE THE REQUIRED STANDARDS \

Purchasing Requests ONLY

Dept:

Acct #:

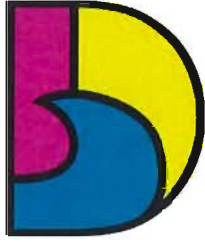
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

CM Seawall, SR Seawall OP, O-2021- Amending Ch. 12 and Text Amendment (TX-051-21) Creating Article XVII and Section 240-30 Entitled Seawalls, Seawall backup



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: October 12, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, Assistant City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Assistant Director
Richard Lorber, AICP, Planning and Zoning Manager

SUBJECT: TX-051-21: The applicant, City of Dania Beach, is requesting a text amendment to the City Code, to adopt the new Seawall Height Standard mandated by Broward County (FIRST READING).

Candido Sosa-Cruz

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania
Beach, ou=City Manager,
email=csosacruz@daniabeachfl.gov, c=US
Date: 2021.10.06 09:02:41 -04'00'

REQUEST

TEXT AMENDMENT

1. Creating Article XVII of Chapter 12 governing Flood Damage Prevention to adopt the required standards for seawall height as mandated by Broward County.
2. Amending Article 240 of the Land Development Code, entitled "Docks and Mooring Structures" to add a corresponding section governing seawalls.

Background

Broward County has set a new standard for coastal flood barriers to address future sea level rise conditions. All Broward County cities with tidally-influenced areas must follow the regional standard for minimum tidal flood barrier and seawall heights. Local governments, including the City of Dania Beach, must adopt local regulations implementing the new rule by February 13, 2022.

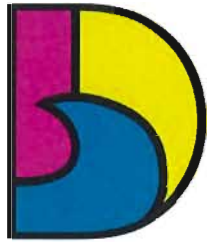
The new standard is 5 feet by 2050, for all new seawalls, with some allowances. The new standard was developed with by the County with input from the marine industry and other stakeholders. It will be applied to any new seawall construction, new docks or marine structures, including projects going over 50% of the value of the existing seawall. In future, if flooding occurs and affects neighboring properties or roadways because of inadequate protection, the property can be cited and given one year to come into compliance.

Budgetary Impact

None

Recommendation

Approval.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

DATE: October 12, 2021

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

VIA: Candido Sosa-Cruz, Assistant City Manager **Candido Sosa-Cruz**

FROM: Eleanor Norena, CFM, Director *E. Norena*
Corinne Lajoie, AICP, Assistant Director *C. Lajoie*
Richard Lorber, AICP, Planning and Zoning Manager

SUBJECT: **TX-051-21:** The applicant, City of Dania Beach, is requesting a text amendment to the City Code, to adopt the new Seawall Height Standard mandated by Broward County (FIRST READING).

Digitally signed by Candido Sosa-Cruz
DN: cn=Candido Sosa-Cruz, o=City of Dania
Beach, ou=City Manager,
email=csosacruz@daniabeachfl.gov, c=US
Date: 2021.10.06 09:03:21 -0400

Text Amendment

1. Creating Article XVII of Chapter 12 governing Flood Damage Prevention to adopt the required standards for seawall height as mandated by Broward County.
2. Amending Article 240 of the Land Development Code, entitled "Docks and Mooring Structures" to add a corresponding section governing seawalls.

Public Hearing Notice

This item was duly advertised, posted, and noticed pursuant to Article 610 of the Land Development Code.

Broward County has set a new regional standard for coastal flood barriers to partially address future sea level rise conditions, as consistent seawall heights are necessary to protect the community from escalating impacts. All Broward County cities with tidally-influenced areas must follow the regional standard for minimum tidal flood barrier and seawall heights. Local governments, including the City of Dania Beach, are required to adopt a local ordinance implementing the regional standard by February 13, 2022.

The new standard is a minimum seawall and top-of-bank elevation of 5 feet by 2050, for all new tidal flood barriers and substantial improvements to shorelines and shoreline structures. An allowance of 4 feet NAVD 88 until 2035 may be granted by the City if the project is designed and constructed to accommodate a minimum elevation of 5.0 feet NAVD 88 by January 1, 2050.

The regional standard was developed with by the County together with the U.S. Army Corps of Engineers (USACE), and had input from the marine industry, real estate community, engineers, planners and other stakeholders with extensive public outreach.

The new standard would be applied to any new seawall construction, and to any property proposing to build new docks or marine structures. Projects going over 50% of the value of the existing seawall would also be required to meet the new standard. Finally, in the future, if flooding is occurring and affecting

neighboring properties or roadways because of inadequate seawall protection, the property can be cited and given one year to come into compliance.

Planning and Zoning Board Previous Action

On August 11, 2021, the Planning and Zoning Board heard this item and recommended approval of the ordinance.

Recommendation

Approval of the Ordinance.

ORDINANCE NO. 2021-027

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 12 OF THE CITY CODE, ENTITLED "FLOOD DAMAGE PREVENTION, BY CREATING ARTICLE XVII ENTITLED "SEAWALLS" ADOPTING THE REQUIRED STANDARDS FOR SEAWALL HEIGHT AS MANDATED BY BROWARD COUNTY; AND BY AMENDING CHAPTER 28 OF THE CITY CODE, ENTITLED "LAND DEVELOPMENT CODE", ARTICLE 240, ENTITLED "DOCKS AND MOORING STRUCTURES" TO ADD SECTION 240-30, ENTITLED "SEAWALLS" TO REFERENCE THE REQUIRED STANDARDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Broward County Board of Commissioners adopted new Regional Standards on January 7, 2020, as a part of the land use plan Policy 2.21.7 which applies to all tidally influenced properties within Broward County; and

WHEREAS, the new regulations govern top elevations for seawalls, banks and berms, and other appurtenant infrastructure (e.g., boat ramps) consistent with the findings and recommendations of the United States Army Corps of Engineers/Broward County Flood Risk Management Study for Tidally Influenced Coastal Areas.; and

WHEREAS, in order to ensure coordination, consistency and maximum effectiveness of improvements necessary to mitigate high tide flooding associated with sea level rise, local governments are required to adopt a local ordinance implementing the regional standard by February 13, 2022; and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on August 11, 2021 and recommended approval of the amendment; and

WHEREAS, the City Commission finds that the approval of the amendment will bring the City of Dania Beach into conformity with Broward County mandated code requirements; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with law; and

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

Section 1. That the preceding "WHEREAS" clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Chapter 12 of the City Code, entitled “FLOOD DAMAGE PREVENTION” be amended to add ARTICLE XVII, entitled SEAWALLS to read as follows:

ARTICLE XVII. - SEAWALLS

Sec. 12-84. Purpose and intent.

The purpose of this article is to establish a consistent minimum elevation for tidal flood barriers that will:

(a) Provide a standard for flood mitigation infrastructure that serves as a barrier to tidal flooding, not seepage, by accounting for water levels predicted under combined conditions of sea level rise, high tides, and high frequency storm surge through the year 2070; and

(b) Ensure new shoreline structures and major shoreline improvements are designed for use as tidal flood barriers through application of consistent standards that account for future predicted tidal flood conditions and coastal water levels associated with sea level rise in accordance with current regional sea level rise projections, as updated and adopted by the Broward County Board of County Commissioners.

Sec. 12-85. Applicability.

This article applies to all new tidal flood barriers, substantial repair or substantial rehabilitation to shorelines and shoreline structures, and the installation of any fixed infrastructure attached to tidal flood barriers (such as mooring structures). This article is not applicable to oceanfront beaches or shorelines seaward of the Coastal Construction Control Line.

Sec. 12-86. Definitions.

For the purposes of this article, the following terms, phrases, words, and their derivation shall have the meanings given herein, except when the context clearly indicates a different meaning. In the interpretation and application of this article, the definitions provided for herein shall control over definitions that may be included in other documents or manuals, including, but not limited to, the Florida Building Code. Words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and the word "may" is permissive.

Bank means the level space separating a waterway from an inland area, often elevated and constructed of compacted soil.

Berm means an earthen mound designed with impermeability to resist the flow of tidal waters through it to an adjacent property or public right-of-way.

Green-grey infrastructure or green-grey materials means a combination of engineered and natural features that provide environmental qualities and ecosystem value.

Mooring structure means a boat dock, slip, davit, hoist, lift, floating vessel platform, mooring pile, or similar structure attached to land or to a seawall, to which a vessel can be moored.

North American Vertical Datum (NAVD88) means the vertical control for datum of orthometric height established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988.

Public nuisance means a condition injurious to the public health or safety of the community or neighborhood, or injurious to any considerable number of persons, or a condition that obstructs the free passage or use, in the customary manner, of any public right-of-way.

Rip-rap means a foundation of unconsolidated boulders, stone, rubble, concrete without protruding rebar, or similar materials placed on or near a shoreline to mitigate wave impacts and prevent erosion.

Seawall means a vertical or near vertical (often interlocking) structure placed between an upland area and a waterway or waterbody for erosion control.

Seawall cap means a concrete box structure (usually reinforced) that connects seawall panels, piles, and anchoring system (if present) together at the top.

Shoreline means a tidally influenced area where land meets water.

Substantial repair or substantial rehabilitation means:

(a) Any modification to the shoreline or a shoreline structure along more than fifty percent (50%) of the length of the property's shoreline; or

(b) Any modification, alteration, or installation of an appurtenant structure (such as a mooring structure) that exceeds fifty percent (50%) of the cost of a tidal flood barrier along the property's shoreline.

Tidal flood barrier means any structure or shoreline feature including, but not limited to, banks, berms, green-grey infrastructure, seawalls, seawall caps, upland stem walls, or other infrastructure that impedes tidal waters from flowing onto adjacent property or public right-of-way and located within or along a tidally influenced area. This definition is not meant to include rip-rap, derelict erosion control structures, or permeable earthen mounds that do not provide an impermeable water barrier to tidal flooding.

Tidally influenced area means the real property adjacent to, or affected by, a waterway with water level changes in response to the daily tide.

Sec. 12-87. Minimum elevations for coastal infrastructure within tidally influenced areas.

(a) All new or substantially repaired or substantially rehabilitated banks, berms, green-grey infrastructure, seawalls, seawall caps, upland stem walls, or other similar infrastructure shall be

designed and constructed to perform as tidal flood barriers. Tidal flood barriers shall have a minimum elevation of five (5) feet NAVD88. Applications for new or substantially repaired or substantially rehabilitated tidal flood barriers submitted prior to January 1, 2035, may be permitted a minimum elevation of four (4) feet NAVD88, if designed and constructed to accommodate a minimum elevation of five (5) feet NAVD88 by January 1, 2050.

(b) All property owners must maintain a tidal flood barrier in good repair. A tidal flood barrier is presumed to be in disrepair if it allows tidal waters to flow unimpeded through or over the barrier and onto adjacent property or public right-of-way. Failure to maintain a tidal flood barrier in good repair shall be a citable offense. The owner of the tidal flood barrier shall demonstrate progress towards repairing the cited defect within sixty (60) days after receiving a citation and shall complete repairs within three hundred sixty-five (365) days after receipt of the citation. If the required repair or rehabilitation meets the substantial repair or substantial rehabilitation threshold, no later than three hundred sixty-five (365) days after receipt of the citation, the property owner shall design, obtain permits, cause to be constructed, and obtain final inspection approval of seawall improvements that meet the minimum elevation and design requirements.

(c) Tidal flood barriers below a minimum five (5) feet NAVD88 elevation shall be improved, designed, and constructed so as to prevent tidal waters from impacting adjacent property or public right-of-way. Causing, suffering, or allowing the trespass of tidal waters onto adjacent property or public right-of-way is hereby declared a public nuisance and a citable offense requiring abatement. The owner shall demonstrate progress toward addressing the cited concern within sixty (60) days after receipt of the citation and complete the construction of an approved remedy no later than three hundred sixty-five (365) days after receipt of the citation.

(d) Tidal flood barriers shall be designed and constructed to prevent tidal waters from flowing through the barrier, while still allowing for the release of upland hydrostatic pressure.

(e) To the extent practicable, tidal flood barriers shall be designed and constructed to adjoin immediately proximate tidal flood barriers to close gaps and prevent trespass of tidal water.

(f) All tidal flood barriers undergoing substantial repair or substantial rehabilitation shall be constructed along the property's entire shoreline.

(g) All tidal flood barriers shall be constructed with natural limerock rip-rap, or other approved habitat enhancement, at the waterward face of the structure.

(h) Property owners are encouraged to consider approaches and materials that enhance the biological value of traditional (flat surface) seawalls and flood barriers with the incorporation of living shoreline features, use of hybrid green-grey materials, and the use of biological forms, where practicable.

(i) This section shall not be construed to require the installation of a seawall where other flood protection measures serve as an equally effective tidal flood barrier.

(j) Tidal flood barriers capable of automatically being elevated in advance of high tides to prevent tidal flooding are permissible, provided that automation cannot require daily human intervention.

Sec. 12-88. Required disclosure in contracts for sale of real estate.

In any contract for the sale of real estate located in tidally influenced areas of Broward County executed after December 31, 2020, the seller shall include in the contract or a rider to the contract the following disclosure in not less than fourteen-point, capitalized, bold-faced type:

THIS REAL ESTATE IS LOCATED IN A TIDALLY INFLUENCED AREA. THE OWNER MAY BE REQUIRED BY COUNTY OR MUNICIPAL ORDINANCE TO MEET MINIMUM TIDAL FLOOD BARRIER ELEVATION STANDARDS DURING CONSTRUCTION OR SUBSTANTIAL REPAIR OR SUBSTANTIAL REHABILITATION OF SEAWALLS, BANKS, BERMS, AND SIMILAR INFRASTRUCTURE OR WHEN REQUIRED TO ABATE NUISANCE FLOODING.

* * *

Section 3. That Chapter 28 of the City Code, entitled “Land Development Code”, Article 240, entitled “Docks and Mooring Structures” be amended to add Section 240-30, entitled “Seawalls” to read as follows:

ARTICLE 240. - DOCKS AND MOORING STRUCTURES

* * *

Sec. 240-30. – Seawalls

Tidal flood barriers shall have a minimum elevation of five (5) feet NAVD88. Applications for new or substantially repaired or substantially rehabilitated tidal flood barriers submitted prior to January 1, 2035, may be permitted a minimum elevation of four (4) feet NAVD88, if designed and constructed to accommodate a minimum elevation of five (5) feet NAVD88 by January 1, 2050. See Chapter 12, ARTICLE XVII, regulating seawalls.

* * *

Section 4. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 6. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on October 12, 2021.

PASSED AND ADOPTED on second reading on _____, 2021.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

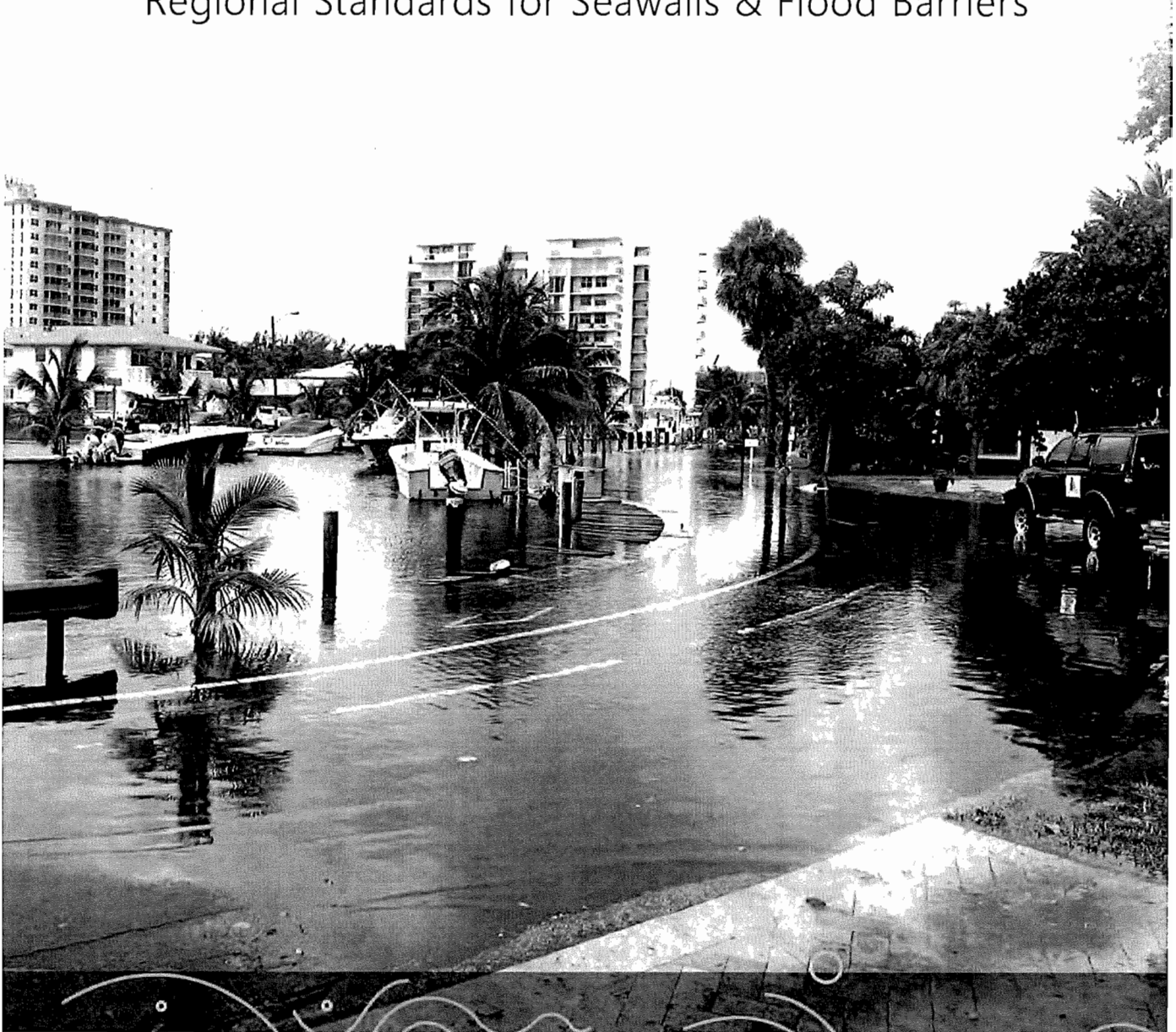
APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



Build It High, Keep It Dry

Regional Standards for Seawalls & Flood Barriers



Sea level rise is increasing the frequency and severity of tidal flooding across Broward communities.

Recently, increased flooding has prompted both public and private investment in seawall improvements. Yet individual investments have not fully delivered expected flood protection benefits when adjacent and nearby seawalls continue to allow the trespass of water. Effective community flood protection requires a holistic approach.

Consistent seawall heights are necessary to protect the community from escalating impacts. Broward County has created regional guidance so that coastal flood barriers will continue to provide protection, even under future sea level rise conditions.

What is the new Regional Standard?

**For all new tidal flood barriers and substantial improvements to shorelines and shoreline structures:
Minimum seawall and top-of-bank elevation = 5 feet by 2050**

An allowance of 4 feet NAVD 88 until 2035 may be granted by the municipality if the project is designed and constructed to accommodate a minimum elevation of 5.0 feet NAVD 88 by January 1, 2050.

This rule is not applicable to oceanfront beaches or shorelines seaward of the Coastal Construction Control Line. The rule deems tidal flooding a public nuisance and will be implemented via County land use plan and code of ordinances. Local governments are required to adopt a local ordinance implementing the regional standard by February 13, 2022.

The regional standard was informed by technical work undertaken with support from the U.S. Army Corps of Engineers (USACE) as part of the joint Broward County/USACE Flood Risk Management Study for Tidally Influenced Coastal Areas authorized under the Planning Assistance for States Program.

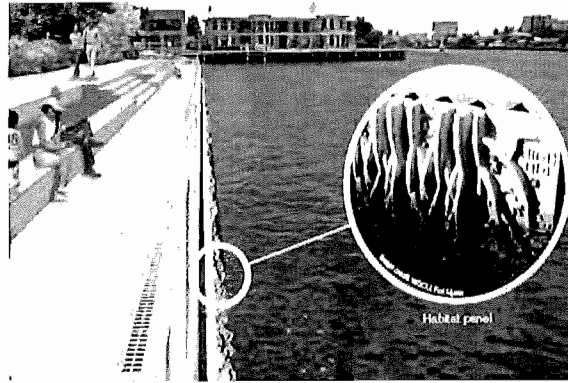
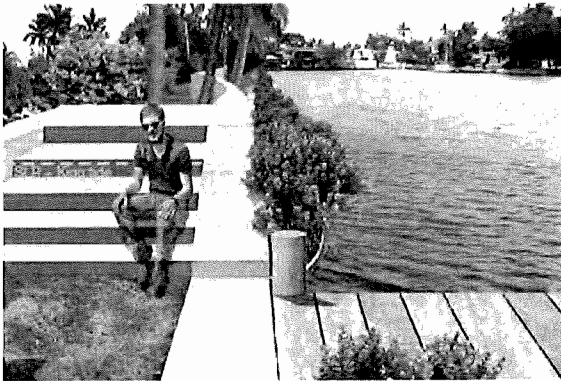
For complete details on the regional standard and associated policies, please go to Broward Land Use Plan Policy 2.21.7 at bit.ly/2T6pUng and Broward County Code of Ordinances Sec. 39-404 bit.ly/37K9hmF.

Elevation is measured using North American Vertical Datum of 1988 (NAVD 88). Land elevations along tidal waterways vary from 6 to 8 feet NAVD 88 in northern parts of the County to 1 to 4 feet NAVD 88 in southern parts of County with property specific variability throughout the County. The elevation of individual areas can be found using the Sea Level Scenario Sketch Planning Tool <https://sls.geoplan.ufl.edu/beta/viewer/>. Users do not need to make a "Show Scenario" selection. In the left navigation pane, under "Layers", uncheck "Current Flood Risk" and check "Florida Base Layers". Click the + sign to expand this field. Select "FL DEM feet". Next find the magnify glass symbol in the top navigation and type in a property address. Click on the blue location pointer and note the number of feet listed in the data table. To determine the visible height of the tidal flood barrier necessary, the land elevation should be subtracted from 5 feet NAVD 88. For example, if the land elevation is 4 feet NAVD, the visible barrier will be 1 foot above the ground surface (5 feet NAVD 88 - 4 feet NAVD = 1 foot). If the shoreline land elevation is 5 feet NAVD 88 or higher, an additional tidal flood barrier would not be required per the resiliency policy.

How to Adapt

Property owners can collectively reduce the risk of flooding. Higher seawalls are just one of many floodproofing options. Berms and other coastal flood barriers can be equally effective and provide important benefits to estuarine shorelines. Even seawalls can be designed to include Living Shoreline features, thus serving an ecological function while continuing to be protective barriers with watercraft accessibility.

For more information, see Broward.org/Climate



Are you ready to upgrade your seawall/flood barrier?

All property owners must maintain a tidal flood barrier in good repair. A tidal flood barrier is presumed to be in disrepair if it allows tidal waters to flow unimpeded through or over the barrier and on to adjacent property or public rights-of-way. If a property is reported and documented to cause flooding of adjacent roads or neighboring properties it will be cited and required to prevent flood trespass within one year.

Planning now for future water levels benefits property owners in multiple ways. First, it is prudent to budget for the necessary adaptation before impacts to property values or infrastructure occur. Also, coastal flood protection measures that do not consider sea-level rise will likely require premature reinvestment to replace failed infrastructure at a significant expense to the property owner and the community at large. Property owners who ensure their coastal flood protection project is designed to meet the resiliency standard will be better positioned to protect their property and investment. Floodproofing may also reduce the level of required investment in surface water management infrastructure (pumps) for areas that will be below sea level in the future.

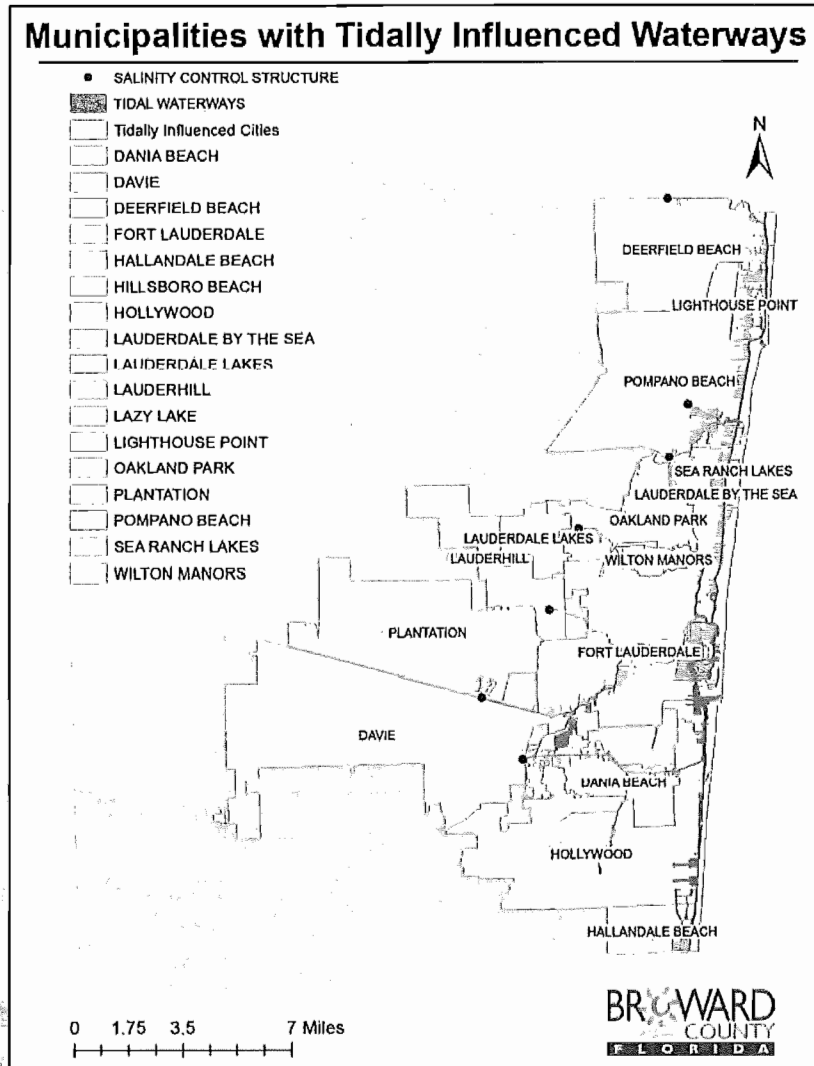
Action Steps:

1. **Determine your elevation** (Contact your city's Floodplain Manager to obtain an elevation certificate, <https://www.fema.gov/elevation-certificate>)
2. **Get construction quotes** by calling a few licensed general contractors or coastal engineers. Check references, consider living shoreline options, and compare costs and contract terms.
3. **Consider financing options.**
Check out rates for a home equity or construction loan, if needed.
4. **Hire a qualified and knowledgeable contractor.**
Permitting is typically handled by the contractor. Permits are required by the city, the County, the State, and the US Army Corps of Engineers.
5. **Construct your new seawall or flood barrier.**
After all inspections, close out your permits. The typical lifespan of a seawall is 30 to 50 years, depending upon materials used.



Who should follow the new resiliency standard?

All Broward County cities with tidally-influenced areas must follow the regional standard for minimum tidal flood barrier and seawall heights. Tidally-influenced areas are waterways where the water level changes in response to the daily tide. Below is a map of the 17 municipalities who will implement the RESILIENCY STANDARDS FOR TIDAL FLOOD PROTECTION, adopted into the Article XXV of the Broward County Code of Ordinances and posted at Broward.org/climate/pages/USACE.aspx. County facilities and the Broward Municipal Services District are also included. The Broward Municipal Services District and other municipalities may require sellers to disclose that the property is located in a tidally-influenced area and subject to the resiliency standards for tidal flood protection.



Ensuring Community Resilience, Together

Broward County has provided regionally consistent standards for seawalls, banks and berms, and other appurtenant infrastructure (e.g., boat ramps) to ensure maximum effectiveness of coastal improvements necessary to mitigate high tide flooding associated with realized and additional sea level rise through the year 2070.

Participation by the marine industry, real estate community, engineers and planners from both the private and public sector, and other stakeholders in extensive public meetings and surveys was integral to the adoption of a regional standard that could be utilized by and serve to benefit the entire community.



BROWARD
COUNTY
FLORIDA
Environmental Planning and
Community Resilience Division
Broward.org/Climate
[#ResilientBroward](https://twitter.com/ResilientBroward)



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: Text Amendment to LDC

Date Rec'd: 7/19/21

Petition No.: TX-051-21

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: Citywide

Lot(s): Block: Subdivision:

Recorded Plat Name:

Folio Number(s): Legal Description:

Applicant/Consultant/Legal Representative (circle one) City of Dania Beach

Address of Applicant: 100 W. Dania Beach Blvd., Dania Beach, FL 33004

Business Telephone: 954-924-6800 Home: Fax:

E-mail address:

Name of Property Owner: n/a

Address of Property Owner:

Business Telephone: Home: Fax:

Explanation of Request: Text Amendment adopting Seawall Regulations

For **Plats** please provide proposed **Plat Name** for **Variances** please attach **Criteria Statement** as per **Section 625.40 of the Land Development Code.**

Prop. Net Acreage: Gross Acreage: Prop. Square Footage:

Existing Use: Proposed Use:

Is property owned individually, by a corporation, association, or a joint venture? _____

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: _____
(Owner / Agent signature*)

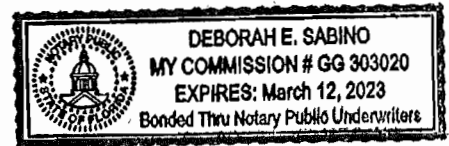
BEFORE ME THIS 20th DAY OF JULY, 20 21

By:

ELEANOR NORENA
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Debra E. Sabino
(Signature of Notary Public – State of Florida)



Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

DANIA BEACH HOUSING AUTHORITY
MEMBERSHIP
Friday, October 01, 2021

Name/Address Phone Number	Date Appointed	Term	Mayor Appointment
Rosalind Curry 235 NW 6 th Avenue Dania Beach, FL 33004 954-864-8216 (Cell) rosalind.curry1951@gmail.com	October 9, 2018	November 1, 2018 through October 31, 2022	James
Celeste Oatman 710 SW 2nd Terrace Dania Beach, FL 33004 954-920-4845 954-240-0133 celesteloatman@yahoo.com	June 25, 2019	June 1, 2019 through May 31, 2023	Lewellen
Bob Adams 330 SE 3 rd Terrace Dania Beach, FL 33004 954-925-3958 radams@bcpa.net bobaphoto@aol.com	May 14, 2019	June 1, 2019 through May 31, 2023	Lewellen
		November 1, 2019 through October 31, 2023	James
Luis G. Rimoli 902 Natures Cove Road Dania Beach, FL 33004 954-927-7161 954-478-0653 luis@stagedrightevents.com	October 13, 2020	November 1, 2020 through October 31, 2024	Lewellen
Ruth H. White 143 NW 7 th Avenue Dania Beach, FL 33004 954-829-6576 strmbc@bellsouth.net	October 27, 2020	November 1, 2020 through October 31, 2024	Lewellen

**DANIA BEACH HOUSING AUTHORITY
MEMBERSHIP**

Friday, October 01, 2021

Tamora Brown 1125 W Dania Beach Boulevard Apt. C Dania Beach, FL 33004 305-300-6687 tamorabrown@gmail.com	1/23/2018	November 1, 2017 through October 31, 2021	James
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**AIRPORT ADVISORY BOARD
MEMBERSHIP
Thursday, April 15, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
		November 2020 through November 2022	James
		November 2020 through November 2022	James
Dean Harley 606 NW 8 th Street Dania Beach, FL 33004-2320 513-652-5140 dharley@broward.edu	February 9, 2021	November 2020 through November 2022	Lewellen
Keith Roberts 4417 SW 27 th Terrace Dania Beach, FL 33312 954-309-5555 bkars2020@aol.com	February 9, 2021	November 2020 through November 2022	Lewellen
Patricia De La Fuente 195 NE 2 nd Street Dania Beach, FL 33004 401-206-1976 Patricia.dlfz@gmail.com	February 23, 2021	November 2020 through November 2022	Davis
Mario A. Callejas, Jr. 4485 SW 25th Terrace Fort Lauderdale, FL 33312	April 13, 2021	November 2020 through November 2022	Davis
Randy Wright 4391 SW 34 th Lane Ft. Lauderdale, FL 33312 954-983-6920 rcwpaw@juno.com	February 9, 2021	November 2020 through November 2022	Salvino

**AIRPORT ADVISORY BOARD
MEMBERSHIP
Thursday, April 15, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Gary Luedtke 4461 SW 34 Drive Fort Lauderdale, FL 33312-5513 954-966-8013 gluedtke@gmail.com	February 9, 2021	November 2020 through November 2022	Salvino
Charlene Tanner 1024 SE 5th Avenue, Unit 1 PL 954-817-4541 Charlenetanner@comcast.net	February 9, 2021	November 2020 through November 2022	Odman
Dolores Boegli 173 NE 6 Court Dania Beach, FL 33004 954-549-5854 doloresboegli@bellsouth.net	February 9, 2021	November 2020 through November 2022	Odman

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Monday, September 27, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
		November 2020 through November 2024	Davis
Rev. Paul R. Wiggins 321 SE 3rd Street, #905 Dania Beach, FL 33004 954-927-6703 – Office 954-644-2648 – Cell pastorgreatermtzioname@aol.com	January 12, 2021	November 2020 through November 2024	James
		November 2018 through November 2022	Odman
Amy Urdaneta 261 SW 4th Street Dania Beach, FL 33004 954-558-7408 amyurdanetadvn@gmail.com	January 28, 2020	November 2018 through November 2022	Lewellen
		November 2020 through November 2024	Salvino
Principal Tracey Jackson 754-323-5150 tracy.jackson@browardschools.com Assistant Principal Maureen Keenan maureen.keenan@browardschools.com		February 2013 through	Ex-Officio Collins Elementary School

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Monday, September 27, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Principal Lewis Jackson 754-323-5350 lewis.jackson@browardschools.com		February 2013 through	Ex-Officio Dania Beach Elementary School
Principal Valerie Harris 754-323-3800 valerie.harris@browardschools.com		February 2013 through	Ex-Officio Olsen Middle School
Kenyatta McKie Assistant Principal, Olsen Middle School 5960 SW 24 th Place, Apt. #302 Davie, FL 33314 954-548-1013 Kenyatta.McKie@browardschools.com	March 9, 2021	March 2021 through November 2024	Ad-Hoc

GENERAL EMPLOYEES PENSION BOARD
MEMBERSHIP
Monday, June 28, 2021

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	March 9, 2021	March 22, 2021 through March 22, 2023	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)
Darren Greene 294 NW 13 th Court Dania Beach, FL 33004 954-558-2770 dgreene@daniabeachfl.gov	June 10, 2021	June 21, 2021 through June 21, 2024	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

PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Wednesday, September 22, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Heather Holmes 43 SE 12 th Street Dania Beach, FL 33004 754-802-4217 JohnHeatherHolmes@gmail.com	May 11, 2021	November 2020 through November 2022	Lewellen
Carmen Feinberg 4400 SW 43 Avenue Dania Beach, FL 33314 954-445-1254 cfeinberg1021@gmail.com	August 24, 2021	November 2020 through November 2022	Lewellen
Ivie Cure 209 NW 14 th Court Dania Beach, FL 33004 954-558-2775 Iviecure44@gmail.com	July 13, 2021	November 2020 through November 2022	James
Deborah Bell 713 SW 3 rd Street Dania Beach, FL 33004 954-292-0757 Deborock87@gmail.com	February 23, 2021	November 2020 through November 2022	James
		November 2020 through November 2022	Davis
Morris Goldwire 20 NW 13 th Avenue Dania Beach, FL 33004 234-223-6467 Goldwire75@gmail.com	February 23, 2021	November 2020 through November 2022	Davis

PARKS, RECREATION & COMMUNITY AFFAIRS
ADVISORY BOARD MEMBERSHIP
Wednesday, September 22, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Christine LaBarca 235 SE 8 th Street Dania Beach, FL 33004 954-292-1441 christinelabarca@aol.com	February 9, 2021	November 2020 through November 2022	Salvino
Richard "Rich" Aube 675 SE 2 nd Avenue Dania Beach, FL 33004 954-922-9411 954-336-5110 (Cell) raube@forliferealty.com	February 9, 2021	November 2020 through November 2022	Salvino
Sheila Moorehead McCray 46 NW 14th Court Dania Beach, FL 33004 786-422-3707 sofftekk@gmail.com	February 9, 2021	November 2020 through November 2022	Odman
Markus Slamanig 311 SE 3rd Street Apt. 501 Bldg. F Dania Beach, FL 33004 901-335-5740 markus.slamanig@gmx.at	February 9, 2021	November 2020 through November 2022	Odman



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: October 12, 2021

To: Mayor Tamara James
Vice Mayor Marco A. Salvino, Sr.
Commissioner Joyce L. Davis
Commissioner Lori Lewellen
Commissioner Lauren Odman

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

Subject: Manager's Report

On Wednesday the 29th of September, the appointed staff members participated in a conference call with the CAC board. While the CAC did not have a quorum, a good discussion was had. The City Team emphasized we are here to inform and support. We will provide all our sketches for the proposed NW 1st Street Bridge Art Project to the board; they will have their own designs as well. Our objective is to provide a supporting role as we appreciate and value the dedication of our volunteer board members, hence we will assist in processes and ensure they take the lead and are empowered to make decisions and make recommendations to the City Commission.

I have included photos of the newly completed Dog Area adjacent to the Marina at our Beach. The appropriate signage has been installed as well. This proactive measure is aligned with a cleaner, more beautiful beach area.

Our employees are an extension of our family. They are the engine of our operations, and our operations are the multitude of services we provide our residents, businesses, visitors, investors, and customers. We have completed the much-needed renovations of our employee break room. I have attached a photo for you. Our next step is to tweak the outdoor patio, and this will be completed by month's end. An organization that does not care about their employees is doomed to fail. Thank you for your unwavering support of our employees.

The planning for our inaugural BSO/ Parks Spring Camp has commenced as we held our first

conference call on the 30th of September. The theme of our Camp will be RISE. Every day we will focus on each letter commencing with Respect, then following up with Integrity, etc. and Day 4, the focus will be on Excellence. This unique and specialized camp will focus on teens up to 18 years of age that are in school. We will provide uniforms, breakfast and lunch, snacks and much more. We will provide more details shortly. We anticipate much success from this endeavor.

All our resiliency projects Citywide involving drainage, hardening of City facilities, etc., are on schedule. We will ensure we continue to update you and our community as we complete them and/or finish a major stage. Please pardon these construction sites and the inconvenience.

October is our new fiscal year and HR and our selection committees are in full swing. The BEAM Team and the Beach Ranger positions are all moving forward thanks to your support of Fiscal Year Budget 2022. We look to have the Beach Rangers in place no later than November. Our BEAM Team should be in place late December to January. Our objective of a safer, cleaner, more beautiful City is directly aligned with the aforementioned positions.

Key positions in HR, the Clerk's office, and the office of the Mayor and Commission have been filled successfully. We continue to enhance our processes for all things related to personnel.

We are putting together a committee of key employees that will ensure our Strategic Master Plan remains front and center and the deliverables and timelines are adhered too. A very informative session from my ICMA conference led me to consider this endeavor.

We anticipate the due diligence for the selection of the new grill restaurant at our Beach to be completed by October the 25, with a selection at the City Commission meeting on the 26th of October.

Working with all of you, engaging our community and supporting our volunteers and City Team is paramount to this administration and we will continue to perfect what we do and how we do it.



DOG AREA RULES

- Please keep your dog from jumping on other dogs or people.
- Pick up your dog's waste and dispose of it in the receptacles provided.
- Do not allow your dogs to be aggressive towards people or other dogs.
- Remember to keep your dog on a leash at all times.
- This marina is not responsible for injury or damage; enjoy at your own risk.

In an emergency, please call 911



