

CITY OF DANIA BEACH CITY COMMISSION MEETING
JANUARY 11, 2022 at 7:00 PM
PUBLIC MEETING AND PUBLIC COMMENTS PROCEDURE

The City of Dania Beach City Commission will be conducting a “Hybrid” City Commission Meeting in the Commission Chamber with limited public access and utilizing communications media technology (“CMT”) for additional access, 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).

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 Hybrid City Commission Meeting
January 11, 2022 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/83879827334>

Using your telephone

One tap mobile :

US: +13126266799,,83879827334# or +19294362866,,83879827334#

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: 838 7982 7334

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
HYBRID REGULAR MEETING
TUESDAY, JANUARY 11, 2022 - 7:00 PM

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH REGARD TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL TWO HUNDRED FIFTY DOLLARS (\$250.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019; AMENDED BY ORDINANCE #2019-019)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE, 100 W. DANIA BEACH BOULEVARD, DANIA BEACH, FL 33004, (954) 924-6800 EXTENSION 3624, AT LEAST 48 HOURS PRIOR TO THE MEETING.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

- A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
- B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.

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. Dania Beach Clean Energy Center presentation by Ben Wesley, FPL
- 2. Update on Marine Industry Grant Program - Commissioner Lewellen

3. RAC dwelling unit update by Corinne Lajoie, Assistant Director of Community Development
4. Special Event request by the City of Dania Beach and MLK Committee to host the Annual Martin Luther King, Jr. Parade and Celebration on January 17, 2022. The applicant is requesting the following: Special Event fee waiver of \$150.00; Port-o-lets for CW Thomas Park; BSO Police Escort Detail for the parade; and BSO Security Detail at C.W. Thomas Park for the festivities. *(Parks & Recreation)*
5. Special Event request from The Florida MarketPlace Group LLC, to host “Griffin Road MarketPlace” to be held every Saturday beginning January 15, 2022, through May 1, 2022, in the parking lot at Community Bible Church, 4650 SW 30th Avenue, from 10:00 a.m. - 5:00 p.m. *(Community Development)*
6. Amendment to the Special Event request from the City of Dania Beach Community Redevelopment Agency (CRA) to host “Dania After Dark” on December 4, 2021, and on the second Saturday of each month in 2022, up to and including November 12, 2022 from 5:00 p.m. - 10:00 p.m. The CRA has submitted an amended application to include the adjacent businesses to participate in this event. *(Community Development)*

4. PROCLAMATIONS

1. Dania Beach School Choice Week - 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: None
2. Travel Requests: None
3. RESOLUTION NO. 2021-190

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH,

FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH CAREERSOURCE BROWARD ("CSBD") FOR A SUMMER YOUTH EMPLOYMENT PROGRAM; TO PROVIDE SUMMER EMPLOYMENT OPPORTUNITIES TO FOURTEEN (14) YOUTH RESIDENTS OF DANIA BEACH, IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Continued from December 14, 2021) (Finance)*

4. RESOLUTION NO. 2022-001

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY VARIOUS CITY DEPARTMENTS FOR SERVICES TO BE OBTAINED FROM DECOTA CONSTRUCTION, INC., FOR VARIOUS CONSTRUCTION PROJECTS FOR FISCAL YEAR 2021-2022 THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

5. RESOLUTION NO. 2022-002

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH P.C. CONTROLS, INC., FOR REPAIR AND CALIBRATION OF FLOW METERS AND RELATED DEVICES FOR THE WATER TREATMENT PLANT AND SEWER FACILITIES USING AVAILABLE PRICING FROM THE TOWN OF DAVIE CONTRACT NO. ITB-RM-21-04, WITH P.C. CONTROLS, INC., WHICH EXPIRES ON NOVEMBER 17, 2022, FOR FUTURE REPAIRS THAT MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), WITHOUT COMPETITIVE BIDDING AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE PUBLIC SERVICES DEPARTMENT'S APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

6. RESOLUTION NO. 2022-003

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE TWO (2) WANCO DIGITAL MESSAGE BOARDS FOR THE PUBLIC SERVICES DEPARTMENT IN AN AMOUNT NOT TO EXCEED THIRTY FOUR THOUSAND ONE HUNDRED NINETY DOLLARS (\$34,190.00) FROM VETTED SECURITY

SOLUTIONS, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION (“FSA”) CONTRACT FSA20-EQUI18.0; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7. RESOLUTION NO. 2022-004

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR MAINTENANCE SERVICES PROVIDED BY THE FLORIDA EAST COAST RAILWAY, LLC., FOR FISCAL YEAR 2021-2022 (ENDING SEPTEMBER 30, 2022), THAT EXCEEDS AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

8. RESOLUTION NO. 2022-005

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT AGREEMENT FOR VARIOUS DEPARTMENTS TO UTILIZE TEMPORARY EMPLOYMENT SERVICES TO BE OBTAINED FROM VARIOUS EMPLOYMENT VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT #19-D-112F, WHICH AMENDMENT WILL EXTEND THE AGREEMENT THROUGH JULY 14, 2022 AND MAY EXCEED AN ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS’ APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Human Resources)*

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2022-001

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28 OF THE CITY CODE OF ORDINANCES WHICH CHAPTER IS ENTITLED “LAND DEVELOPMENT CODE,” SUBPART 1, ENTITLED “COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS”, ARTICLE 300, ENTITLED “HOW

TO USE,” AT SECTION 300-10, ENTITLED “THE CRA INCLUDES SIX FORM-BASED DISTRICTS”; AMENDING SECTION 300-30, ENTITLED “HOW TO DETERMINE THE BUILDABLE AREA OF A LOT, ALLOWABLE DENSITY AND BUILDING HEIGHT;” AMENDING ARTICLE 301, ENTITLED “LEGAL AND ADMINISTRATIVE PROVISIONS,” AT SECTION 301-20, ENTITLED “APPLICABILITY” TO FURTHER ADDRESS REGIONAL ACTIVITY CENTER (RAC) FUTURE LAND USE DESIGNATIONS AS IDENTIFIED IN THE CITY’S COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

2. ORDINANCE NO. 2022-004

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO UPDATE OF CERTAIN PROVISIONS OF CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE” (THE “LDC”) BY: (1) AMENDING SECTION 105-180, ENTITLED “E-1 DISTRICT;” TO ADD REFERENCE TO NEWLY ENACTED STATE LEGISLATION AFFECTING THE ESTATE RESIDENTIAL USE DISTRICTS; (2) BY AMENDING SECTION 110-20, ENTITLED “LIST OF PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES” TO CLARIFY REGULATIONS FOR KENNELS AND VETERINARIANS; (3) BY AMENDING SECTION 110-100, ENTITLED “HOTELS” TO PERMIT HOTEL SHUTTLE VEHICLES TO PARK AT HOTELS; (4) BY AMENDING SECTION 110-320, ENTITLED “MOBILE FOOD VENDING CONDITIONS OF USE” TO ADDRESS THE SUNSET PROVISION; (5) BY AMENDING SECTION 110-190, ENTITLED “USES SUBJECT TO MINIMUM SEPARATION DISTANCES” TO SPECIFY DOOR-TO-DOOR DISTANCE SEPARATION MEASUREMENT; (6) BY AMENDING SECTION 215-50, ENTITLED “PERMITTED YARD ENCROACHMENTS IN THE E-1, RS-18000, RS-12000, RS-8000, RS-6000, NBHD-RES, AND RD-8000 DISTRICTS;” (7) BY AMENDING SECTION 215-60, ENTITLED “PERMITTED YARD ENCROACHMENTS IN THE RM, RM-1 AND RM-2 DISTRICTS;” (8) BY AMENDING SECTION 215-90, ENTITLED “ACCESSORY STRUCTURE SETBACKS” TO CLARIFY AIR CONDITIONING UNIT SETBACKS FOR MOBILE HOMES; (9) BY AMENDING SECTION 220-65, ENTITLED “ROOFTOP PHOTOVOLTAIC SOLAR SYSTEMS; GO SOLAR-BROWARD ROOFTOP SOLAR CHALLENGE PERMITTING PROCESS;” TO CLARIFY RULES FOR ROOFTOP SOLAR PANELS; (10) BY AMENDING SECTION 275-90, ENTITLED “PERIMETER BUFFER LANDSCAPE REQUIREMENTS FOR VEHICULAR USE AREAS (VUAS)” TO CONFORM WALL HEIGHT REGULATIONS WITH OTHER SECTIONS OF THE LAND DEVELOPMENT CODE; (11) BY AMENDING SECTION 303-40, ENTITLED “CITY CENTER (CC) DISTRICT” TO CORRECT FIGURE 303-7 CITY CENTER DISTRICT MAP; (12) BY AMENDING SECTION 610-20, ENTITLED “TABLE OF PUBLIC NOTICE REQUIREMENTS” TO MODIFY THE REQUIREMENT FOR

POSTING AT CITY HALL AND ON CITY WEBSITE FROM TEN (10) DAYS TO FIVE (5) DAYS; (13) BY AMENDING SECTION 620-40, ENTITLED “LIST OF AUTHORIZED ADMINISTRATIVE VARIANCES” TO CLARIFY PERMITTED ADMINISTRATIVE VARIANCES; AND (14) BY AMENDING SECTION 675-20, ENTITLED “TEMPORARY USES AUTHORIZED” TO CLARIFY RULES FOR TEMPORARY USES AND SPECIAL EVENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(Community Development)*

3. ORDINANCE NO. 2022-005

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING BY VOLUNTARY PETITION THE ANNEXATION OF LAND (22,425 SQUARE FEET, LOCATED BETWEEN ANGLERS AVENUE ALSO KNOWN AS RAVENSWOOD ROAD AND SW 22ND AVENUE, SW 42ND STREET, AND SW 39TH STREET), WHICH REAL PROPERTY IS OWNED BY SMS OF SOUTH FLORIDA, INC., A FLORIDA CORPORATION, INTO THE CORPORATE LIMITS OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES, AND PROVIDING A LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION OF NOTICE; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(City Attorney)*

4. ORDINANCE NO. 2022-006

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING ARTICLE 826 ENTITLED “OAK HAMMOCK TREE PROTECTION OVERLAY” UNDER THE CITY’S LAND DEVELOPMENT CODE (LDC) OF THE CITY OF DANIA BEACH CODE TO BECOME A PERMANENT ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)** *(City Attorney)*

5. ORDINANCE NO. 2022-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE (LDC),” PART 7, ENTITLED “CODE ADMINISTRATION”, ARTICLE 725 ENTITLED “DEFINITIONS,” TO AMEND SECTION 725-30, ENTITLED “TERMS DEFINED,” BY AMENDING THE DEFINITION OF FAMILY; AMENDING PART 1 OF THE LDC, ENTITLED “USE

REGULATIONS,” ARTICLE 105, ENTITLED “USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS,” TO CREATE A NEW SECTION 105-250 ENTITLED “REASONABLE ACCOMMODATION PROCEDURES AMENDING CHAPTER 28 ENTITLED “LAND DEVELOPMENT CODE”, PART 6, ENTITLED “DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS,” ARTICLE 610, ENTITLED “PUBLIC HEARING NOTICES,” AT SECTION 610-20, ENTITLED “TABLE OF PUBLIC NOTICE REQUIREMENTS.” TO INCLUDE THE NOTICE REQUIREMENTS FOR A REASONABLE ACCOMMODATION HEARING BEFORE THE SPECIAL MAGISTRATE; AND AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION;” ARTICLE IV, ENTITLED “CODE ENFORCEMENT;” SECTION 2-84, ENTITLED “POWERS OF SPECIAL MAGISTRATE,” TO AMEND THE POWERS OF THE SPECIAL MAGISTRATE TO AUTHORIZE THE SPECIAL MAGISTRATE TO HEAR APPEALS RELATING TO A REASONABLE ACCOMMODATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(City Attorney)*

6. ORDINANCE NO. 2022-008

AN ORDINANCE OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED THE “LAND DEVELOPMENT CODE”, PART 8 ENTITLED “TECHNICAL APPENDIX, ARTICLE 835, ENTITLED “TELECOMMUNICATION TOWERS AND ANTENNAS”, OF THE CITY’S CODE OF ORDINANCES, TO UPDATE THE CITY’S TELECOMMUNICATIONS ORDINANCES TO BE CONSISTENT WITH STATE AND FEDERAL LAW; CREATING STANDARDS FOR COMMUNICATIONS FACILITIES’ DESIGN, LOCATION AND COLLOCATION; ADDING CRITERIA FOR REVIEW OF TELECOMMUNICATIONS EQUIPMENT AND FACILITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)** *(City Attorney)*

10. DISCUSSION AND POSSIBLE ACTION

1. City of Dania Beach to host the Broward League of Cities Board of Directors Meeting on March 3, 2022 - Mayor James
2. Griffin Road Bridge Mural Art Project by runner-up finalist Skyler Nador - Vice-Mayor Salvino
3. Moratorium on development and changing the development code - Commissioner Odman

4. Presentation by Lloyd Goradesky of his Let Love Guide Your Way public art project - Commissioner Davis

11. COMMISSION COMMENTS

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

12. APPOINTMENTS

1. Education Advisory Board
Commissioner Davis - 1 appointment
2. General Employees Pension Board
1 Commission Appointment for a term beginning June 22, 2020 and ending June 22, 2022
3. Marine Advisory Board
Commissioner Lewellen - 1 appointment

13. ADMINISTRATIVE REPORTS

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

Thursday, January 13, 2022 - 5:00 p.m.
Tuesday, January 25, 2022 - 7:00 p.m.

CRA Board Workshop - Board Priorities
City Commission Meeting

14. ADJOURNMENT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event Application

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event request by the City of Dania Beach and MLK Committee to host the Annual Martin Luther King, Jr. Parade and Celebration on January 17, 2022. The applicant is requesting the following: Special Event fee waiver of \$150.00; Port-o-lets for CW Thomas Park; BSO Police Escort Detail for the parade; and BSO Security Detail at C.W. Thomas Park for the festivities.

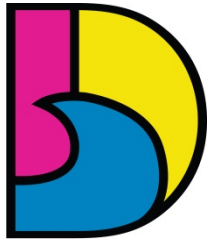
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to Commission - 2022 MLK Parade Celebration - SIGNED, Special Event Application
- 2022 MLK Celebration and Parade, 2022 MLK Celebration and Parade Route



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: January 11, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Eric Brown, Parks and Recreation Director **Eric Brown** Digitally signed by Eric Brown
Date: 2021.12.29 14:08:07 -05'00'

RE: Special Events Application Request for the Annual Dr. Martin Luther King, Jr. Parade and Celebration scheduled for Monday, January 17, 2022

REQUEST

A Special Event is requested by the Parks and Recreation Department in partnership with the MLK Committee to host the Annual Martin Luther King, Jr. Parade and Celebration in the City of Dania Beach on Monday, January 17, 2022. The breakfast and parade will kick off at C.W. Thomas Park located 100 N.W. 6th Avenue, Dania Beach, FL 33004 on Monday, January 17, 2022 at 7:00 a.m. to 10:00 a.m., followed by a brief church service from 10:30 a.m. to 11:00 a.m., and conclude with the Peace in the Park Celebration from 11:00 a.m. to 5:00 p.m.

BACKGROUND

This is an annual event for the community to honor the legacy of the late, great Dr. Martin Luther King, Jr. The MLK Breakfast will be free and will begin at C.W. Thomas Park on Monday, January 17, 2022 at 7:00 a.m. to 8:45 a.m. Afterwards, the parade line-up will begin at 8:30 a.m. – 9:00 a.m. to 10:00 a.m. There will be a brief church service at 10:30 a.m. to 11:00 a.m. Activities will conclude at C.W. Thomas Park for the Peace in the Park Celebration from 10:00 a.m. to 5:00 p.m.

BUDGETARY IMPACT

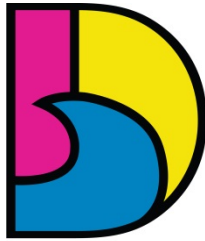
The special events application fee for this event is \$150.00. This item is requested to be waived.

RECOMMENDATION

Applicant will pay for necessary services recommended below.

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

Staff	Comments/Conditions	
BSO Fire Dept. – Fire Prevention Officer Zipoli	No concerns raised.	



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

BSO Police Dept. - Lt. Tarala	No response concerns raised. BSO will handle traffic for parade.	
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	Signed hold harmless agreements from the DJ and band (if not already on file for those performers); COIs for the Bounce House and Slides needed. No further concerns.	
Parks & Recreation – Eric Brown	No concerns raised.	
Public Services – Fernando Rodriguez	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: Martin Luther King, Jr. Celebration & Parade

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: 100 N.W. 8th Ave., Dania Beach, FL 33004

Expected maximum attendance 500 Expected sustained attendance 500

Has this event been held in the past? ☒ Yes ☐ No 01/21/2019, 01/20/2020

If yes, please list the past dates, locations and attendance

Same location, same attendance

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

Martin Luther King, Jr. Community Celebration and parade.

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>01/17/2022</u>	<u>Monday</u>	<u>7</u> <u>AM/PM</u>	<u>8</u> <u>AM/PM</u>	<u>30</u>
EVENT DAY 1:	<u>01/17/2022</u>	<u>Monday</u>	<u>9</u> <u>AM/PM</u>	<u>5</u> <u>AM/PM</u>	<u>500</u>
EVENT DAY 2:	<u> </u>	<u> </u>	<u> </u> <u>AM/PM</u>	<u> </u> <u>AM/PM</u>	<u> </u>
EVENT DAY 3:	<u> </u>	<u> </u>	<u> </u> <u>AM/PM</u>	<u> </u> <u>AM/PM</u>	<u> </u>
BREAKDOWN:	<u>01/17/2022</u>	<u>Monday</u>	<u>5:01</u> <u>AM/PM</u>	<u>6:00</u> <u>AM/PM</u>	<u>30</u>

PART II: APPLICANT

Organization Name City of Dania Beach/Parks & Rec. **Name of Authorized Signatory** _____
For-Profit Non-Profit Private (as registered in Sunbiz)

Address: 100 W. Dania Beach Blvd. **City, State, Zip:** Dania Beach, FL 33004

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

Email Address: ebrown@daniabeachfl.gov **Phone:** 954-924-6800 ext. 3730

Event Coordinator Name Tammie James **Phone:** 954-924-6805 ext. 3651

Title: _____ **Phone:** _____ **Cell:** _____

Email address: _____ **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: ALL STAR EVENTS, INC., 14475 NW 60 AVE BLDG 33 MIAMI LAKES, FL 33014

What type of rides are you planning? BOUNCE HOUSE & SLIDES

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? DJ, BAND, AND DANCERS

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.) N/A

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? N/A 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? N/A 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.):

DJ WITH SPEAKERS

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

Stages ☒ Yes ___ No ___ Type (wood, metal, trailer stage, etc.) _____ PROVIDED BY THE CITY OF HOLLYWOOD
Stages may require permits.

Days and times music will be played: MONDAY, 01/17/2022

How close is the event to the nearest residence? N/A
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 Monday, 01/17/2022 Time(s) of Closure 9am-11am
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) Monday, 01/17/2022

Date(s) of Closure Monday, 01/17/2022 Time(s) of Closure 9am-11am

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 ___ BSO POLICE & FIRE

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 manage 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

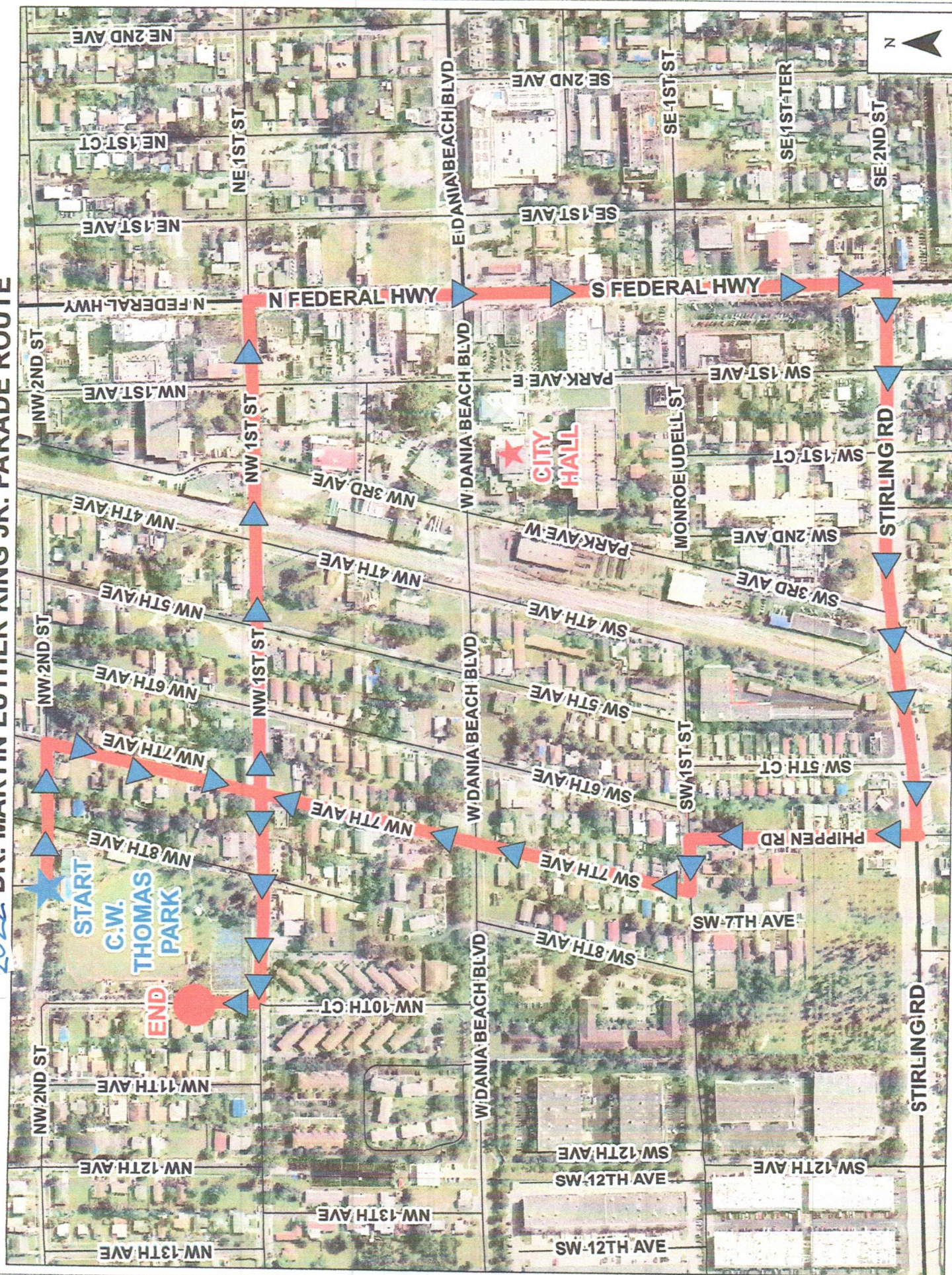
Tammie James

Event Coordinator Signature

12/09/2021

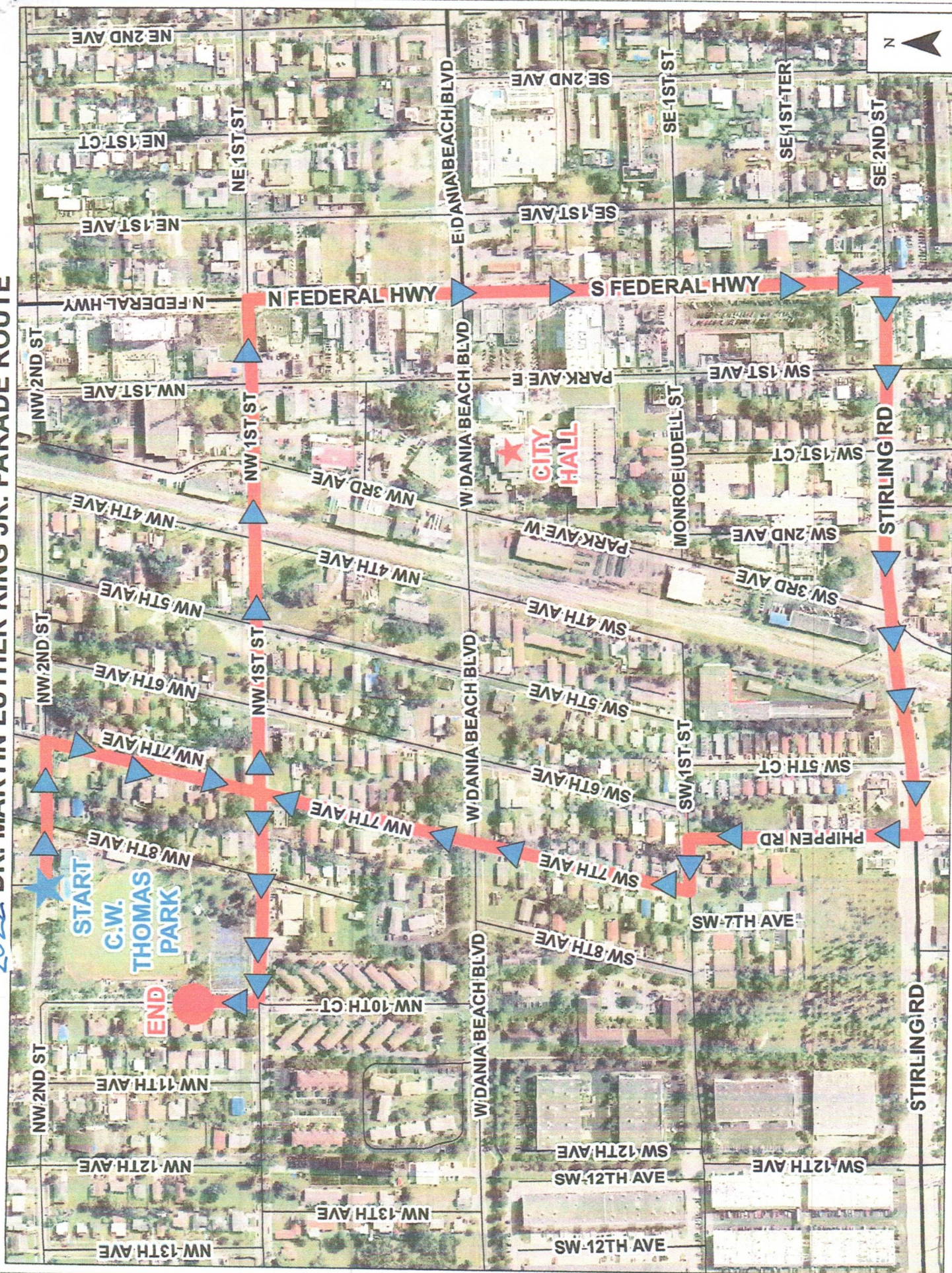
Date

2022-DR. MARTIN LUTHER KING JR. PARADE ROUTE



Original route

2022-DR. MARTIN LUTHER KING JR. PARADE ROUTE



Original Route

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 Florida MarketPlace Group LLC, to host “Griffin Road MarketPlace” to be held every Saturday beginning January 15, 2022, through May 1, 2022, in the parking lot at Community Bible Church, 4650 SW 30th Avenue, from 10:00 a.m. - 5:00 p.m.

Purchasing Requests ONLY

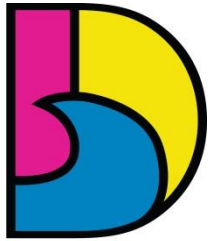
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

Griffin Road Market Place Special Event Memo, Special-Event-Permit-Application, site layout, Griffin Market Place - Consent Letter



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: January 11th, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Eleanor Norena, CFM, Community Development Director **Eleanor Norena**

RE: Special Events Application Request from The Florida Market Place Group LLC to host “Griffin Road Market Place” every Saturday beginning January 15, 2022, through May 1, 2022.

Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=City of Dania
Beach, ou=Community Development,
email=enorena@dania-beach.fl.gov, c=US
Date: 2022.01.05 13:15:44 -05'00'

Request

A Special Event approval is being requested by Diego Caiola on behalf of The Florida Market Place Group LLC, to host “Griffin Road Market place” every Saturday beginning January 15, 2022, through May 1, 2022 from 10:00am- 5:00 pm.

Background

The requested event is proposed to be held weekly at Community Bible Church located at 4650 SW 30 Ave, Dania Beach, FL. This event will be utilizing the parking lot of the existing church for an outdoor market to include vendors selling food, baked goods, plants, artisan products, jewelry and more. The event will also provide musical entertainment by a DJ between the hours of noon to 3pm.

Budgetary Impact

The special events application fee for this event is \$300.00. Applicant will pay for necessary services if recommended below.

Recommendation

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

Department Review:	Comments:
BSO Fire: Fire Prevention	No concerns raised
Building Official	Building Permits are required for the gas grill setup (Plumbing permit).
City Attorney	No concerns raised
Code Enforcement	No concerns raised
Planning & Zoning	No concerns raised
Hr/ Risk Mgmt-	No concerns raised
Parks & Recreation	No concerns raised
Public Services	No concerns raised
BSO Police Dept.	No issues with BSO



PART I: EVENT REQUEST

PART II: APPLICANT

Organization Name The Florida MarketPlace Group, LLC **Name of Authorized Signatory** Diego Caiola
For-Profit Non-Profit Private (as registered in Sunbiz)
Address: 235 NE 91st Street **City, State, Zip:** Miami Shores, Fl. 33138
Date of registration: May 3rd, 21 **State registered in:** Florida **Federal ID #** 86-3608958
Email Address: diego@thefloridamarketplacegroup.com **Phone:** 7865065588
Event Coordinator Name Diego Caiola **Phone:** 7865065588
Title: President **Phone:** 7865065588 **Cell:** _____
Email address: diego@thefloridamarketplacegroup.com **Fax:** _____
Additional Contact Name Norbert Qunitero **Will you be on site?** X Yes ____ No ____
Title: Event Manager **Phone:** 407-468-0806 **Cell:** 4074680806
Email address: norbert@thefloridamarketplacegroup.com **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 X No ____ **If yes, how much? \$** _____

Alcohol for Sale ____ Yes X No ____ **Alcohol for Fee** ____ Yes X 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 X 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** 1800

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.) precooked food, electric food warmers

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.):

DJ

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

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

Days and times music will be played: event date noon-3pm

How close is the event to the nearest residence? 2 blocks
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? 40 10x10 tents

Company Name Florida marketplace group Contact diego Phone 7865065588

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.

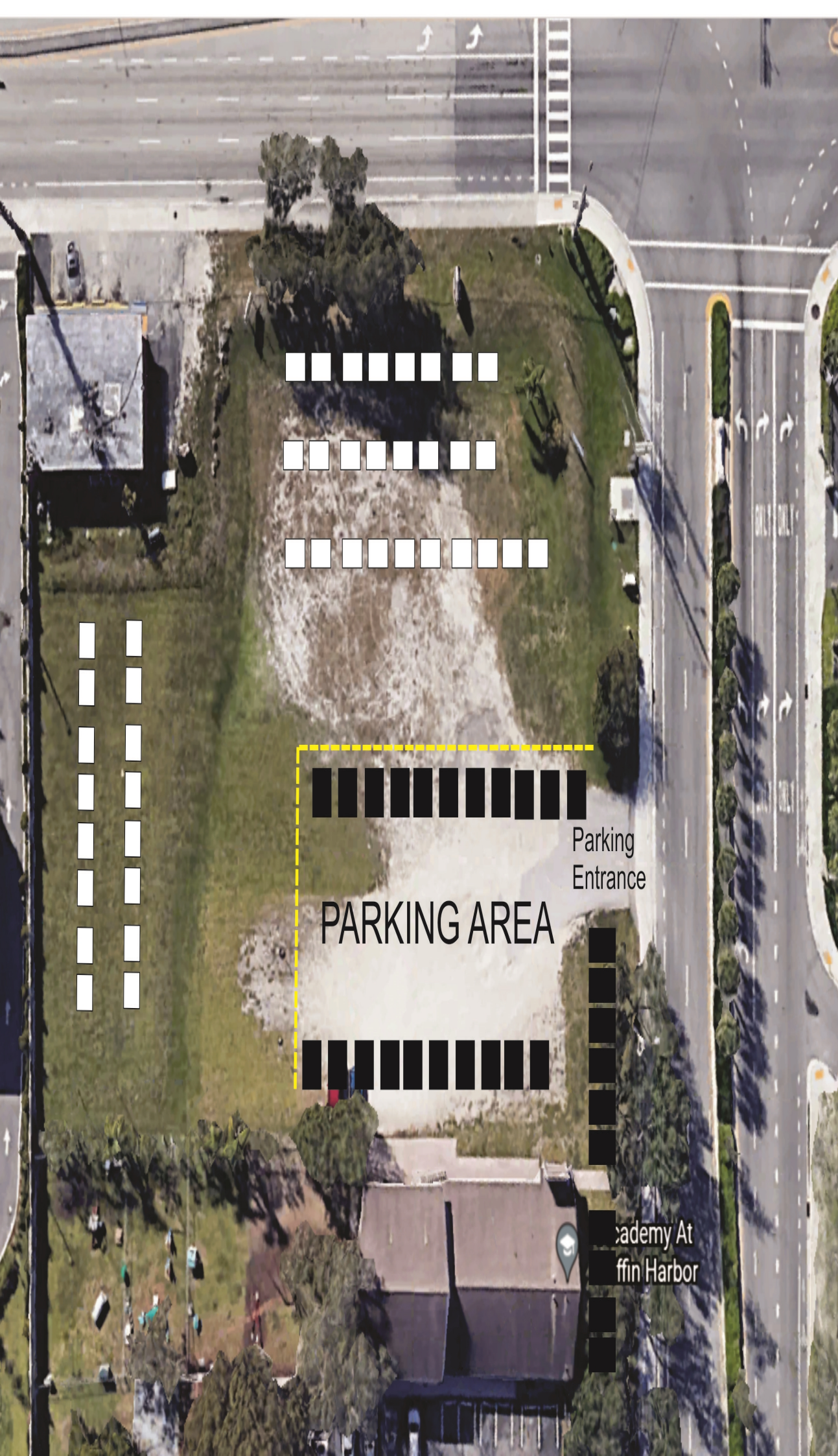
Mail application fee (payable to the City of Dania Beach) to: Attend: Shanesa Mykoo, Special Event Coordinator 100 West Dania Beach Boulevard, Dania Beach, Florida 33004

Diego Caiola

Event Coordinator Signature

11/22/2021

Date



DJ AREA



10X10 VENDOR
TENT



CARS

PARKING AREA

Parking
Entrance

Academy At
Hoffman Harbor



Community Bible Church
4650 SW 30 Ave
Ft Lauderdale, Florida 33312

December 1, 2021

To Whom It May Concern:

The Florida Marketplace Group has permission to utilize our property located at 4650 SW 30th Avenue in Dania Beach every Saturday from 7:00 AM – 7:00 PM, EST for the foreseeable future.

Thank you,

A handwritten signature in black ink, appearing to read "Bob Sands", is written over the printed name.

Bob Sands

Pastor, Community Bible Church of Dania Beach.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

Amendment to the Special Event request from the City of Dania Beach Community Redevelopment Agency (CRA) to host “Dania After Dark” on December 4, 2021, and on the second Saturday of each month in 2022, up to and including November 12, 2022 from 5:00 p.m. - 10:00 p.m. The CRA has submitted an amended application to include the adjacent businesses to participate in this event.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

REVISED CC Memo - Amened Special Event Request for Dania After Dark, DAD FY22 - Special Event Appl Rev5 122721, Site Plan



CITY OF DANIA BEACH

COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: January 11, 2021

TO: Honorable Mayor and Commissioners

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

VIA: Eleanor Norena, CFM, Community Development Director

Eleanor
Norena

Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=City of Dania
Beach, ou=Community Development,
email=enorena@dania-beach.fl.gov, c=US
Date: 2022.01.05 13:13:27 -0500

RE: Amendment to the Special Event Application from the City of Dania Beach Community Redevelopment Agency (CRA) to host “Dania After Dark” one Saturday every month beginning December 4, 2021 through November 12, 2022 from 5:00 p.m- 10:00 p.m.

Request

To amend the Special Event approval requested by the City of Dania Beach Community Redevelopment Agency (CRA) to host “Dania After Dark” one Saturday every month beginning December 4, 2021, through November 12, 2022 from 5:00 p.m - 10:00 p.m at the City Hall campus located at 100 W. Dania Beach Blvd, Dania Beach FL 33004.

Background

Dania After Dark (DAD), is a monthly street festival established in 2018 and presented by the Dania Beach CRA to create a sense of place and community space for Dania Beach residents, businesses, and visitors to enjoy family-friendly entertainment in the heart of downtown Dania Beach. DAD is held in the current City Hall campus. This CRA event is setting the stage for a proposed arts and entertainment area in the heart of downtown Dania Beach which should foster business development and the enhancement of existing businesses in the area.

On November 9, 2021, the 2021/2022 Dania After Dark special events application, site plan and event schedule was approved by the City Commission. The CRA has submitted an amended application to include the adjacent businesses to participate in this event. The Site Plan includes businesses located between Federal Highway and SW 1st Avenue, from Stirling Road to West Dania Beach Boulevard which have been invited to participate in the Dania After Dark events in such a way as to promote or sell their usual products or services, during the event hours and at the existing event location, (ie: Jackson’s Ice Cream, Grampa’s Bakery, Artesano Café, Key West Shaved Ice, and Hotel Dello). All previously approved event details shall remain the same to include event dates, times, location and vendor uses.

Budgetary Impact

There is no budgetary impact for this special event application amendment.

Recommendation

It is recommended that the City Commission approve the amendment to the special events application.

Department Review:	Comments:
BSO Fire: Fire Prevention	No concerns raised
Building Official	No concerns raised
City Attorney	No concerns raised
Code Enforcement	No concerns raised
Planning & Zoning	No concerns raised
Hr/ Risk Mgmt-	No concerns raised
Parks & Recreation	No concerns raised
Public Services	No concerns raised
BSO Police Dept.	No concern 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: Dania After Dark

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: SW 1st Avenue b/t Dania Beach Boulevard & SW 1st Street

Expected maximum attendance 500 Expected sustained attendance 300-500

Has this event been held in the past? ☒ Yes ☐ No
If yes, please list the past dates, locations and attendance Event was held the second Saturday of each month from June 2018 through February 2020.

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

Evening time fusion event: featuring live music, unique artisan vendors, vintage vendors, food trucks, and tented greenmarket styled vendors. Scope of event also includes

the brick & mortar businesses located within the site plan. These specific businesses may be activated & may participate in Dania After Dark, in such a way as to promote

or sell their usual products or services, during the event hours. Note: The City of Dania Beach does not restrict the sale of alcoholic beverages at Dania After Dark.

Dates/Times of Commencement:

DAY OF THE WEEK	DATE	START TIME	END TIME	TOTAL DURATION
Saturday	12/04/21	5:00pm	10:00pm	5hrs.
Saturday	01/08/22	5:00pm	10:00pm	5hrs.
Saturday	02/12/22	5:00pm	10:00pm	5hrs.
Saturday	03/12/22	5:00pm	10:00pm	5hrs.
Saturday	04/09/22	5:00pm	10:00pm	5hrs.
Saturday	05/14/22	5:00pm	10:00pm	5hrs.
Saturday	06/11/22	5:00pm	10:00pm	5hrs.
Saturday	07/09/22	5:00pm	10:00pm	5hrs.
Saturday	08/13/22	5:00pm	10:00pm	5hrs.
Saturday	09/10/22	5:00pm	10:00pm	5hrs.
Saturday	10/08/22	5:00pm	10:00pm	5hrs.
Saturday	11/12/22	5:00pm	10:00pm	5hrs.

PART II: APPLICANT

Organization Name Dania Beach CRA **Name of Authorized Signatory** K.Michael Chen
For-Profit Non-Profit Private (as registered in Sunbiz)
Address: 100 W. Dania Beach Blvd. **City, State, Zip:** Dania Beach FL 33004
Date of registration: 2003 **State registered in:** Florida **Federal ID #** 55-0844832
Email Address: mchen@daniabeachfl.gov **Phone:** 954-924-6801 x 3732
Event Coordinator Name K.Michael Chen **Phone:** 954-924-6801 x 3732
Title: Executive Director **Phone:** 954-924-6801 ext 3732 **Cell:** 954-779-9578
Email address: mchen@daniabeachfl.gov **Fax:** 954-921-2604
Additional Contact Name Kisha Eugene **Will you be on site?** ☒ Yes ☐ No
Title: Communications Representative **Phone:** 954-924-6901 x 3750 **Cell:** 954-405-7906
Email address: keugene@daniabeachfl.gov **Fax:** 954-921-2604
Event Production Company (if other than applicant) Atlantic Studios, Inc.
Address: PO Box 671012 **City, State, Zip:** Coral Springs, FL. 33067
Contact Name: Chris Gaidry **Title:** President
Phone (day) (954) 785-7475 **(night)** (954) 785-7475 **Cell:** (954) 914-5954
Email address: cwg@atlanticstudios.com **Fax:** (954) - STUDIOS (788-3467)

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? \$** N/A
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.)

ID Check - Bar Tenders / Draft Beer & Mixed Drinks

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: N/A
What type of rides are you planning? N/A

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 7KW - 21KW

Events requiring electricity must be permitted.

Company: E. H. Whitson License #: EC13003301

Name of Electrician: John Lipka Phone: (954) 927-4060

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: N/A

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.) Gas grills, gas stoves, deep fryers, charcoal smokers, gas ovens.

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) # 0-5 Gas Grill(s) # 0-5 Charcoal Grill(s) # 0-3 Smoker Grill(s) # 0-3

Grease Fryer(s) # 0-5 Oven(s) # 0-5 Electric Range Burner(s) # 0-5 Gas Range Burner(s) # 0-5

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.):

Live, MC, DJ, Recorded, & Amplified acoustic will all be utilized.

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

Full PA system - Concert sound, Live music with up to 10 piece bands & all accompanying instruments. Audio engineer on-site during all hours of operation.

Stages ☒ Yes ___ No ___ Type (wood, metal, trailer stage, etc.) Trailer / Showmobile
Stages may require permits.

Days and times music will be played: All dates of operation - December 4th 2021 & the second Saturday of each month in 2022

How close is the event to the nearest residence? In excess of one block away.
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)? N/A

Date(s) of Closure N/A Time(s) of Closure N/A
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) SW 1st Avenue b/t Dania Beach Boulevard & SW 1st Street

Date(s) of Closure December 4th 2021, and the second Saturday of each month in 2022 Time(s) of Closure 3:00pm - 12:00am

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 Atlantic Studios Contact Chris Gaidry Phone (954) 785-7475

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 Broward Sheriff's Office Phone N/A

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

Security Company BSO Contact N/A Phone N/A

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? Qty 1 - 20x60 Canopy

Company Name Atlantic Studios Contact Chris Gaidry Phone (954) 785-7475

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: specialapplication@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

K. Michael Chen

Digitally signed by K. Michael
Chen
Date: 2021.12.27 15:36:35 -05'00'

Event Coordinator Signature

Date



Proclamation

OFFICE OF THE MAYOR • CITY OF DANIA BEACH, FLORIDA

WHEREAS, all children in the city of Dania Beach should have access to the highest-quality education possible; and

WHEREAS, the City of Dania Beach recognizes the important role that an effective education plays in preparing all students in Dania Beach to be successful adults; and

WHEREAS, quality education is critically important to the economic vitality of Dania Beach; and

WHEREAS, Dania Beach is home to high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and

WHEREAS, Dania Beach has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and

WHEREAS, **School Choice Week** is celebrated across the country by millions of students, parents, educators, schools, and organizations to raise awareness of the need for effective educational options.

NOW, THEREFORE, on behalf of the Dania Beach City Commission, I, Tamara James, Mayor of the City of Dania Beach, Florida, do hereby proclaim January 23-29, 2022 as:

Dania Beach School Choice Week

in the City of Dania Beach, Florida and do call this observance to the attention of all our citizens.

Dated this 11th day of January, 2022

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK



TAMARA JAMES
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from: December 14, 2021

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH CAREERSOURCE BROWARD ("CSBD") FOR A SUMMER YOUTH EMPLOYMENT PROGRAM; TO PROVIDE SUMMER EMPLOYMENT OPPORTUNITIES TO FOURTEEN (14) YOUTH RESIDENTS OF DANIA BEACH, IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00)

Purchasing Requests ONLY

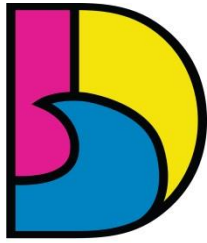
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

Memo R-2021 CareerSource to Exceed 25K 1-11-22, R-2021-190 CareerSource Broward Agreement for Summer Youth Employment Program



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

DATE: January 11, 2022

TO: Honorable Mayor and Commissioners

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

VIA: Frank DiPaolo, Finance Director  Frank DiPaolo
cc=Frank DiPaolo, cc=City of
Dania Beach, cc=Finance,
email=fdipaolo@dania-beach.org,
cc=CM

SUBJECT: Resolution authorizing an agreement with CareerSource Broward for the 2022 Summer Youth Employment Program (SYEP), for an amount exceeding the Twenty-Five Thousand Dollar (\$25,000.00) vendor threshold.

REQUEST

The City Administration requests approval of a resolution authorizing an agreement with CareerSource Broward for the 2022 Summer Youth Employment Program (SYEP), for an amount exceeding the Twenty-Five Thousand Dollar (\$25,000.00) annual vendor threshold.

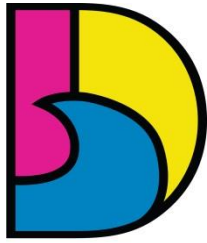
BACKGROUND

CareerSource Broward (CSBD) provides dynamic programs designed to prepare youth for the future workforce. In fiscal year 2020-21, the City collaborated CSBD to offer a Summer Youth Employment Program, providing job training, workforce development, and certification of financial assistance to Dania Beach youth residents. The program was a success for its seven youth participants. Consequently, for fiscal year 2021-22, the City Administration would like to partner again with CSBD for the 2022 Summer Youth Employment Program (SYEP). The program will serve 14 students who reside within the boundaries of the city and funding provided through the adopted budget shall not exceed Fifty Thousand Dollars (\$50,000.00).

The City Administration has also negotiated an agreement with CSBD for this fiscal year and it will be executed upon approval of the resolution.

ATTACHMENTS

Resolution
Agreement



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH FINANCE DEPARTMENT

MEMORANDUM

BUDGETARY IMPACT

Funding for this program not to exceed Fifty Thousand Dollars (\$50,000.00) is appropriated in the fiscal year 2021-22 budget in account number 001-11-01-511-31-10.

RECOMMENDATION

Approve the resolution authorizing agreement with CareerSource Broward for the 2022 Summer Youth Employment Program (SYEP), for an amount exceeding the Twenty-Five Thousand Dollar (\$25,000.00) vendor threshold.

RESOLUTION NO. 2021-190

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH CAREERSOURCE BROWARD ("CSBD") FOR A SUMMER YOUTH EMPLOYMENT PROGRAM; TO PROVIDE SUMMER EMPLOYMENT OPPORTUNITIES TO FOURTEEN (14) YOUTH RESIDENTS OF DANIA BEACH, IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2021, CareerSource Broward ("CSBD") approached the City with a pilot program to employ seven (7) youth from Dania Beach for the summer; and

WHEREAS, the pilot program was a success and the City budgeted for fiscal year 2021-2022, participation in the CSBD summer youth employment program, in an amount not to exceed Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, the City desires to provide summer employment funding for 14 Dania Beach youth; and

WHEREAS, the City desires to enter into the attached Summer Youth Employment Agreement with CSBD for this fiscal year;

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

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

Section 2. That the Agreement with Career Source Broward to provide summer employment opportunities for the youth of Dania Beach is approved and the proper City officials are authorized to execute the agreement, a copy of which is incorporated by reference into this resolution as Exhibit "A".

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

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

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

PASSED AND ADOPTED on January 11, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

SUMMER YOUTH EMPLOYMENT AGREEMENT

THIS IS AN AGREEMENT, entered into on _____, 202__ between the City of Dania Beach, Florida ("City"), a municipal corporation of the State of Florida, having its principal offices at 100 West Dania Beach Boulevard, Dania Beach, Florida 33301 and CareerSource Broward ("CSBD"), the administrative entity and fiscal agent for Career Source Broward Council of Elected Officials, a consortium of the Cities of Fort Lauderdale and Hollywood, and Broward County existing under and by virtue of the laws of the State of Florida as an interlocal unit of Government.

WHEREAS, the City Commission, by motion at its meeting of April 28, 2021, approved the entry into a Summer Youth Employment Agreement as a pilot program;

WHEREAS, the initial pilot program was a success and the City desires to continue funding the program to allow up to 14 youth that reside in the City of Dania Beach to obtain summer employment through the Summer Youth Employment Program with CareerSource Broward ("CSBD"),

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments set forth in this Agreement, CSBD and City agree as follows:

1. SCOPE OF SERVICES

- a. This Agreement is for a summer program that shall be for the eight week period of June 13, 2022, through August 9, 2022. City agrees to provide a summer youth employment program to youths aged 16 through 18 years old who reside within the legal boundaries of the City of Dania Beach and who are referred to City by CSBD for employment of up to 30 hours a week and for up to eight weeks. ("Summer Program").
- b. CSBD shall conduct student orientation sessions for the 2022 Summer Program.
- c. CSBD agrees to pay the wages for all youth assigned to City who are participating in the Summer Program.
- d. CSBD agrees to verify that all youths assigned to the Summer Program, for purposes of this agreement, reside within the legal boundaries of the City of Dania Beach. City agrees to provide CSBD with a map identifying the City of Dania Beach boundaries for verification purposes. City agrees that if a youth moves outside of the boundaries of the City during the Summer Program that the youth can continue to remain in the job assignment and the City will continue to pay for that youth so long as the youth remains assigned to the City's Summer Program. The City's funding shall solely be utilized for youth that reside in the City.
- e. City agrees to provide funding for the Summer Program not to exceed the total amount of fifty thousand dollars (\$50,000.00). The City's commitment is to fund fourteen (14) Dania Beach Resident youth for the summer program (14 youth X \$3,571.43= \$50,000).

CSBD must provide City with receipts, invoices or both for all services rendered and goods provided in connection with the Summer Program. City will review all documents submitted by CSBD and, if inaccuracies, errors or both are discovered in the invoice, City will inform the CSBD Summer Program Manager within twenty-one (21) working days by e-mail, fax or mail of such inaccuracies, errors or both and request that revised copies of all such documents be resubmitted by CSBD to City. The City's decision regarding the accuracy of the documents shall be final. CSBD shall submit its final invoice to City no later than September 16th, 2022. City reserves the right to withhold payment on any request for payment involving a disputed document submitted by CSBD.

- f. The Summer Program shall encompass the duties and responsibilities identified by City in the Job Order(s) submitted to CSBD no later than April 15th, 2022 CSBD agrees to notify City at least seven (7) days in advance of a change to the Worksite Supervisor or the location to which any youth is assigned. City shall notify CSBD at least seven (7) days in advance of a change to the job duties, and the jobs can be located outside of Dania Beach.
- g. CSBD agrees to supervise the youths referred and assigned to City and send work site supervisors to Worksite Supervisors Training Sessions to be held by CSBD during the months of May, June or both. It shall be the responsibility of CSBD to review the supervisor's handbook with those worksite supervisors who are unable to attend the Worksite Supervisors Training Sessions.
- h. CSBD shall provide the Worksite Supervisor with a copy of the Worksite Supervisor's Handbook. In the event of a change in supervisor, City shall assure the new supervisor is provided with the above information.
- i. City shall comply with applicable federal and state child labor laws, rules and regulations in the assignment of work to the youths.
- j. CSBD shall assure that the time worked by each youth is recorded on timesheets in segments of fifteen (15) minutes. The timesheets shall be signed by the youth and the Worksite Supervisor and submitted to CSBD in accordance with a procedure to be established by CSBD for the collection of the timesheets.
- k. CSBD shall assure youth do not work in excess of thirty (30) hours a week. Youth shall not be requested to work overtime. Youth may not accrue or be paid sick, vacation, or holiday time or accrue or receive other benefits including insurance during the period of their Summer Program work experience.
- l. Worksites to which youth are assigned shall be sanitary and safe.
- m. City shall allow representatives of CSBD and the Children's Services Council, which is one of the grantor agencies providing the funds for the youths' wages, to visit worksites for the purpose of monitoring the Summer Program.
- n. CSBD shall maintain the records and files, containing, but not limited to, timesheets, attendance records, supervisor and work assignments relating to the Summer Program work experience and shall make them available to City upon request.

2. NEGLIGENCE, HOLD HARMLESS, INDEMNIFICATION.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by either party nor shall anything included in this Agreement be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Both parties are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by law.

3. INSURANCE.

CSBD will provide Workers' Compensation Insurance for all youth participating in the Summer Program work experience. City's Risk Manager shall approve all Certificates of Insurance no later than thirty (30) days prior to the beginning of the Summer Program. CSBD shall inform City immediately should an accident or injury occur at the job site involving a participant.

4. NON-DISCRIMINATION.

A. City and CSBD shall comply with the prohibitions against discrimination, the Age Discrimination Act of 1975, as amended, section 504 of the Rehabilitation Act, Title IX of the Education Amendment of 1972, and under Title VI of the Civil Rights Act of 1964 with respect to the performance of their obligations under this Agreement, and shall comply with the physical and programmatic accessibility and reasonable accommodations requirements of the Americans with Disabilities Act of 1990, as amended. City and CSBD shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation (Broward County Code of Ordinances, Chapter 16^{1/2}), national origin, marital status, political affiliation, or physical or mental disability.

B. CSBD 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.

5. NOTICE.

Whenever either party desires to give notice to the other, it shall be given by hand delivery or written notice, sent certified by U.S. Mail, return receipt requested, addressed to the party to whom it is intended, at the places specified below, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective recipients' places for giving notice:

FOR CAREERSOURCE BROWARD:

CAREERSOURCE BROWARD
2890 W. Cypress Creek Road
Fort Lauderdale, FL 33309

FOR CITY:

Ana M. Garcia, ICMA-CM, City Manager
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33304

WITH A COPY TO:

City Attorney
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33304

6. TERMINATION.

- a. This Agreement may be terminated by either party for convenience upon fifteen (15) days' prior to written notice to the other party. Notice of termination shall be provided in accordance with the NOTICE section of this Agreement.
- b. CSBD may terminate this Agreement at any time that CSBD President/CEO determines that City has failed to comply with any of the provisions contained in this Agreement or City has failed to take corrective action after receiving oral or written requests to do so within an appropriate time, provided, however, that City shall be afforded a reasonable time within which to take corrective action .

7 GOVERNING LAW.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation or administrative proceedings concerning this Agreement shall be in Broward County, Florida. The parties each waive trial by jury to any dispute or matter.

8. ENTIRE AGREEMENT.

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understanding applicable to the matter 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. It is further agreed that no modification, amendment or alteration in the terms and conditions contained in this Agreement shall be effective unless contained in a written document executed by the City and CSBD.

9. SEVERABILITY.

If any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, the provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of the Agreement or their application to other parties or circumstances.

10. WAIVER.

The City's waiver or breach of any term, condition, or covenant of this Agreement shall not constitute the waiver or breach of the same or any other term, condition, or covenant of this Agreement.

11. COMPLIANCE WITH LAWS.

In the performance of the services contemplated under this Agreement, the parties shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, ordinances, orders, codes, criteria and standards.

12. SCRUTINIZED COMPANIES.

CSBD 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 CSBD 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 that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

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

ATTEST:

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

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

ANA M. GARCIA, ICMA-CM
CITY MANAGER

Dated: _____, 202__

APPROVED FOR FORM AND CORRECTNESS:

CITY ATTORNEY

**CAREERSOURCE BROWARD, the
Administrative entity and fiscal agent for
CareerSource Broward Council of Elected
Officials**

WITNESSES:

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

Title

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____ 202__, by _____, as _____ of CareerSource Broward, on behalf of the entity. He/she is personally known to me or produced _____ as identification and did (did not) take an oath.

My Commission Expires:

NOTARY PUBLIC

State of Florida

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY VARIOUS CITY DEPARTMENTS FOR SERVICES TO BE OBTAINED FROM DECOTA CONSTRUCTION, INC., FOR VARIOUS CONSTRUCTION PROJECTS FOR FISCAL YEAR 2021-2022 THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

C-MEMO-DECOTA-EXCEED\$25K-01112022revFJR, R-2022- DECOTA Construction, Inc. Authorization to Exceed \$25K



**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: January 11, 2022

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, Deputy Public Services Director/City Engineer

**RE: AUTHORIZATION FOR DECOTA CONSTRUCTION TO EXCEED THE CITY'S
VENDOR THRESHOLD OF \$25,000**

Request

The Public Services Department (PSD) is requesting approval of a resolution authorizing the Department to exceed the City's vendor's annual threshold of \$25,000 for DECOTA Construction for Fiscal Year 2021-22.

Background

DECOTA Construction has provided various and diverse types of construction projects for the City over the past two years. The contractor is currently providing repair and remodeling services in the Public Services Department as well as continued cleaning and disinfecting services through the end of calendar 2021. In order to continue these services while being in compliance with City procurement policy, authorization is needed to surpass the annual vendor threshold of \$25,000.

Budgetary Impact

Funding for these services is provided within the various departments' approved budgets for Fiscal Year 2021-22.

Recommendation

PSD recommends authorization to exceed the annual single vendor expenditure threshold to allow for the services provided by DECOTA Construction to be continued.

RESOLUTION NO. 2022-001

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY VARIOUS CITY DEPARTMENTS FOR SERVICES TO BE OBTAINED FROM DECOTA CONSTRUCTION, INC., FOR VARIOUS CONSTRUCTION PROJECTS FOR FISCAL YEAR 2021-2022 THAT EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Public Services Department, as well as other City Departments, have purchased services and are requesting additional construction services from DECOTA Construction, Inc., which services will exceed the annual Twenty-Five Thousand Dollars (\$25,000.00) City threshold for a single vendor, therefore City Commission approval is required;

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

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

Section 2. That the City Commission authorizes construction services to be performed by DECOTA Construction, Inc., exceeding the annual amount of Twenty-Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor.

Section 3. That all Department purchases shall be subject to and made within the respective Departments' approved level of their respective annual budget appropriations and in accordance with the City of Dania Beach Purchasing Policy for the fiscal year.

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

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

PASSED AND ADOPTED on January 11, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH P.C. CONTROLS, INC., FOR REPAIR AND CALIBRATION OF FLOW METERS AND RELATED DEVICES FOR THE WATER TREATMENT PLANT AND SEWER FACILITIES USING AVAILABLE PRICING FROM THE TOWN OF DAVIE CONTRACT NO. ITB-RM-21-04, WITH P.C. CONTROLS, INC., WHICH EXPIRES ON NOVEMBER 17, 2022, FOR FUTURE REPAIRS THAT MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), WITHOUT COMPETITIVE BIDDING AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE PUBLIC SERVICES DEPARTMENT'S APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

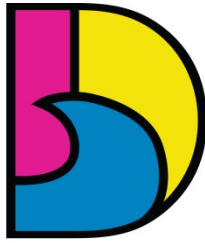
Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-PCCONTRLS-PIGGYBCK-F22, R-2022- P.C. Controls, Inc. Agreement for Repair and Calibration of Flow Meters and Related Devices for the WTP and Sewer Facilities (Piggyback Davie), P.C. Controls, Inc. Agreement for Repair and Calibration of Flow Meters and Related Devices for the WTP and Sewer Facilities (Piggyback Davie)



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: January 11, 2022

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

**SUBJECT: APPROVAL TO PIGGYBACK THE TOWNE OF DAVIE CONTRACT
ITB#RM-21-04 AND TO EXCEED THE CITY'S ANNUAL VENDOR
THRESHOLD OF \$25,000.00**

Request

Public Services Department (PSD) is requesting approval of the attached resolution waiving the formal process for the procurement of water plant repair and calibration services and authorizing the Department to piggyback onto the Town of Davie's Contract ITB#RM-21-04 for providing such work. The contract is effective from November 18, 2020, through November 14, 2022. It is also requested that authorization be granted to exceed the annual \$25,000.00 vendor expenditure threshold.

Background

PC Controls, Inc. (PCI) has provided technical services and supplied parts for the Water Treatment Plant for the past decade. They have also supplied parts for the existing sanitary lift stations for the past seven years. PSD is very satisfied with PCI's service and response time and wishes to continue with their services.

Budgetary Impact

The repair and calibrations expenditures will be funded from the Water Utility Services/Repair and Maintenance Account# 401-33-03-533-46-10. Funds will also be applied from the Sewer Utility Collection/Repair and Maintenance Utility Account#402-35-02-535-46-70.

Recommendation

PSD recommends approval of the attached resolution allowing the department to piggyback on Towne of Davie's Contract ITB#RM-21-04 with P.C. Controls, Inc. and to exceed the city vendor threshold of \$25,000.00. PSD is also recommending the authorization an Agreement between the City and PC Controls for the term of Towne of Davie's said Contract.

RESOLUTION NO. 2022-002

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH P.C. CONTROLS, INC., FOR REPAIR AND CALIBRATION OF FLOW METERS AND RELATED DEVICES FOR THE WATER TREATMENT PLANT AND SEWER FACILITIES USING AVAILABLE PRICING FROM THE TOWN OF DAVIE CONTRACT NO. ITB-RM-21-04, WITH P.C. CONTROLS, INC., WHICH EXPIRES ON NOVEMBER 17, 2022, FOR FUTURE REPAIRS THAT MAY EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), WITHOUT COMPETITIVE BIDDING AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE PUBLIC SERVICES DEPARTMENT'S APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the city government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he/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 Director of the Public Services Department has determined that it is necessary to purchase certain parts and services for the operation of the Water Plant and the Sewer Utility; and

WHEREAS, the Town of Davie, Florida executed an agreement with PC Controls, Inc. (PCI) pursuant to ITB #RM-21-04 via Town of Davie Resolution No. 2020-333, which expires on November 17, 2022; and

WHEREAS, the Town of Davie and PCI have given permission to the City to utilize available pricing under ITB #RM-21-04 and to execute an agreement for the purchase of water plant repair and calibration services and parts for sanitary sewer lift stations, granting pricing in the same methodology as that afforded to Town of Davie; and

WHEREAS, the expenditures may exceed the annual Twenty-Five Thousand Dollars (\$25,000.00) City purchase threshold for a single vendor and, therefore, City Commission approval is required;

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

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

Section 2. That the proper City officials are authorized to execute an agreement with PCI to purchase certain parts and technical services, in an amount exceeding the annual amount of the Twenty-Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor for Fiscal Year 2021-2022, which Agreement is attached as Exhibit “A”, and it is made a part of and is incorporated into this Resolution by this reference.

Section 3. That funding for such purchases from PCI is available and appropriated within Water Plant Division account number 401-33-03-533-46-10 and Sewer Utility division account number 402-35-02-535-46-70.

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

Section 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 January 11, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND P.C. CONTROLS, INC., A FLORIDA CORPORATION, FOR REPAIR AND CALIBRATION OF FLOW METERS AND RELATED DEVICES FOR THE CITY WATER TREATMENT PLANT AND SEWER FACILITIES UNDER THE TOWN OF DAVIE, FLORIDA INVITATION TO BID (“ITB”) NO. RM-21-04.

This is an Agreement (the “Agreement”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and P.C. Controls, Inc., a Florida corporation (“Contractor”), with a mailing address of 132 Northeast 30th Street, Wilton Manors, Florida 33334.

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

1. The agreement existing between the Contractor and the Town of Davie and any amendment(s) to it, under an award by the Town of Davie of ITB No. RM-21-04, a copy of which is attached as Exhibit “A”, and made a part of and are incorporated into this Agreement by this reference), shall be considered as part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in the South Florida area and service rates are lower than those afforded to the Town of Davie, or any city in the area for these same services, then the Contractor shall provide such lower service rates to the City.
2. The goods and services to be provided to the City consist of repair and calibration of flow meters and related devices for the City water treatment plant and sewer facilities.
3. The term of this Agreement will begin once all parties have executed this Agreement through and including November 17, 2022.
4. That in all other respects, the terms of the Town of Davie bid documents apply to this Agreement.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this Agreement on _____, 202____.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:
P.C. CONTROLS, INC., a
Florida corporation

Signature

PRINT Name

Title

Dated: _____, 202__

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 202__, by _____, as
_____ of P.C. CONTROLS, INC., Florida corporation, on behalf of the
corporation. He is personally known to me or has produced _____ as
identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND P.C. CONTROLS, INC., A FLORIDA CORPORATION, FOR REPAIR AND CALIBRATION OF FLOW METERS AND RELATED DEVICES FOR THE CITY WATER TREATMENT PLANT AND SEWER FACILITIES UNDER THE TOWN OF DAVIE, FLORIDA INVITATION TO BID (“ITB”) NO. RM-21-04.

This is an Agreement (the “Agreement”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and P.C. Controls, Inc., a Florida corporation (“Contractor”), with a mailing address of 132 Northeast 30th Street, Wilton Manors, Florida 33334.

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

1. The agreement existing between the Contractor and the Town of Davie and any amendment(s) to it, under an award by the Town of Davie of ITB No. RM-21-04, a copy of which is attached as Exhibit “A”, and made a part of and are incorporated into this Agreement by this reference), shall be considered as part of this Agreement between the City and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in the South Florida area and service rates are lower than those afforded to the Town of Davie, or any city in the area for these same services, then the Contractor shall provide such lower service rates to the City.
2. The goods and services to be provided to the City consist of repair and calibration of flow meters and related devices for the City water treatment plant and sewer facilities.
3. The term of this Agreement will begin once all parties have executed this Agreement through and including November 17, 2022.
4. That in all other respects, the terms of the Town of Davie bid documents apply to this Agreement.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this Agreement on _____, 202____.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

P.C. CONTROLS, INC., a
Florida corporation

Signature

PRINT Name

Title

Dated: _____, 202__

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 202__, by _____, as _____ of P.C. CONTROLS, INC., Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

RESOLUTION NO. R 2020-333

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AWARDED BID NO. ITB# RM-21-04 TO P.C. CONTROLS, INC. FOR REPAIRS AND CALIBRATION OF FLOW METERS AND RELATED DEVICES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is in need of contractor services for the repair and calibration of flow meters and related devices at its' Water and Wastewater facilities;

WHEREAS, the Town solicited sealed bids (ITB# RM-21-04) for such services;

WHEREAS, the lowest bid was submitted by P.C. Controls, Inc.; and

WHEREAS, after review, the Town Council wishes to award Bid No. ITB# RM-21-04 to P.C. Controls, Inc. as the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE THAT:

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the Town of Davie as its legislative findings relative to the subjects and matters set forth in this Resolution.

→ Section 2. The Town Council wishes to award Bid No. ITB# RM-21-04 to P.C. Controls, Inc. for repairs and calibration of flowmeters. The initial contract term is two (2) years with three (3) additional one (1) year renewal options. Renewals, in appropriate, will be handled administratively.

Section 3. The Town Council hereby authorizes expenditures of funds over \$25,000, on an as-needed basis, from various accounts of the using departments in an amount not to exceed the annual allocated budgeted amount.

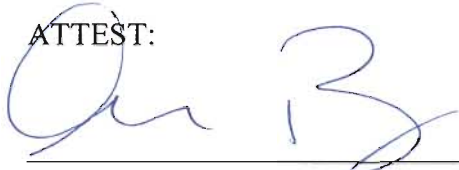
Section 4. Conflict. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 5. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 18TH DAY OF NOVEMBER, 2020.

ATTEST:

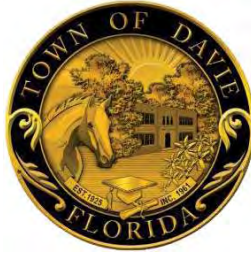

TOWN CLERK


MAYOR/COUNCILMEMBER

APPROVED THIS 18TH DAY OF NOVEMBER, 2020.

Approved as to Form and Legality:


TOWN ATTORNEY



ITB-RM-21-04

**Town of Davie
Procurement Authorization Form**

Contact Information

Department: Utilities	Name: Raul Sotelo - John McGeary	Phone #: 954-327-3748 / 954-327-3759
-----------------------	----------------------------------	--------------------------------------

Item Description (include what the item is used for, reason for bidding, expiration date of existing contract, etc.)

Various regulatory agencies require the Water Treatment Plants, Wastewater Treatment Plant, Reuse Treatment Plant, Well Fields and Field Operations to calibrate flow meters and other control instrumentation. This is essential to ensure that all data is properly recorded as it relates to the quality of the treatment process. Contract expired 9/13/2020

Method of Procurement

Open Competitive Bidding

Funds Pre-Encumbered by Requisition #

Vendor # (If no vendor use Vendor #9924 Out to Bid):

Account #1: Various Utilities Operating Accounts	Amount #1: \$ 0.00
Account #2:	Amount #2: \$ 0.00
Account #3:	Amount #3: \$ 0.00

Estimated **Budgeted** Amount: \$ 0.00 or ☐ Dependent on usage within established budget.

Required Information For Bids/RFPs/RFPs

1. Advertisement Period: 12 days All bids need to be advertised a minimum of 12 days and typically do not exceed 30 days

2. Project **Location**: Town of Davie

3. Is this project **Grant** related? ☐ YES ☒ NO

4. **Substantial Completion** of project shall be in _____ calendar days after Notice to Proceed.
Final Completion of project shall be in _____ calendar days after Substantial Completion.

5. Do you want to require **Liquidated Damages**? ☐ YES ☒ NO

6. List **Special Licenses/Certifications** vendors are required to have:

N/A

7. Do you want a **Pre-Bid Meeting**? ☐ YES ☒ NO

8. Do you want a **Site Visit**? ☐ YES ☒ NO

9. Is there an **Outside Entity** assisting with ☐ YES ☒ NO
this bid (ex: Architect, Engineer, Consultant)?

10. Are there **Plans** associated with ☐ YES ☒ NO
this bid?
(Purchasing will need an electronic copy)

11. Are bonds required for this solicitation? ☐ YES ☒ NO
What kind of bond is required?

12. Does this bid work in conjunction with or will ☐ YES ☒ NO
it **impact any other Department**?
(Example: Is this request IT related?)
The listed Department Director(s) will also need to review the
specifications and sign in the additional areas provided below.

13. **Project/Contract Manager** (In-House):

Name: Chief Operators/ Raul & John Phone #: Fax #:

14. **Suggested Review Committee Members (For RFPs Only!):** N/A

15. **Vendor(s)** to send packet to (Email Addresses are Required):

PC Controls, Inc. - Jerry Scaggs- websales@pccontrols.net
132 NE 30th Street, Wilton Manors, FL 33334

16. Has this type of solicitation been done before? UNKNOWN

17. Does the Award of this solicitation need to be approved by another body ☐ Yes ☒ No
(FODT, LAP, and CDBG ect.) before submitting the item for Town Council
approval?

Authorization

Department Director Approval:	Renukah Mohammed	Digitally signed by Renukah Mohammed Date: 2020.09.24 08:50:50 -04'00'	Date: <u></u>
Procurement Manager Approval:	Rebecca Moreau for BKO	Digitally signed by Rebecca Moreau for BKO Date: 2020.09.24 11:26:51 -04'00'	Date: <u>09/24/2020</u>
Budget & Finance Approval:	William Ackerman	Digitally signed by William Ackerman DN: cn=William Ackerman, o=Town of Davie, ou=Budget and Finance, email=wackerman@davie-fl.gov, c=US Date: 2020.09.24 12:14:53 -04'00'	Date: <u>9/24/2020</u>
Town Administrator Approval:	Phillip R. Holste	Digitally signed by Phillip R. Holste Date: 2020.09.25 14:30:54 -04'00'	Date: <u>9/25/2020</u>

SUN-SENTINEL

Sold To:

Town of Davie - CU00107157
6591 Orange Drive
Davie, FL 33314

Bill To:

Town of Davie - CU00107157
6591 Orange Drive
Davie, FL 33314

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Illinois

County Of Cook

Before the undersigned authority personally appeared

Charlie Welenc, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11700-Advertisement for Bids ,

Town of Davie

ITB NO. RM-21-04

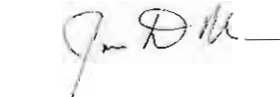
Was published in said newspaper in the issues of; Oct 09, 2020

Affiant further says that the said SUN-SENTINEL is a newspaper published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, and that the said newspaper has heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, each day and has been entered as second class matter at the post office in BROWARD County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised, any person, firm or corporation, any discount, rebate, commission or refund, for the purpose of securing this advertisement for publication in the said newspaper.

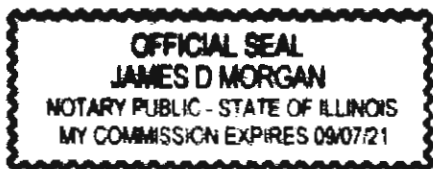


Signature of Affiant

Sworn to and subscribed before me this: October 14, 2020.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: U.S. Mail

Affidavit Email Address:

6786671

SUN-SENTINEL

**TOWN OF DAVIE
ITB NO. RM-21-04
INVITATION TO BID
REPAIRS AND CALIBRATION OF FLOW
METERS AND RELATED DEVICES**

Dear Potential Bidder:

The Town of Davie, Florida invites qualified contractors to submit responses in accordance with the requirements stated herein no later than 02:00PM EST on Wednesday, October 21, 2020, for ITB NO.RM-21-04 Repairs and Calibration of Flow Meters and Related Devices. Interested firms may secure the solicitation package and all other pertinent information by visiting <http://www.davie-fl.gov/bids> or at DemandStar.com.

Questions regarding this solicitation shall be submitted in writing to bids@davie-fl.gov no later than 5:00 PM on Monday, October 12, 2020. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Purchasing website and DemandStar.com. It is the responsibility of prospective bidders to ensure they are aware of all addenda issued relative to this solicitation.

Bidders shall submit all bid documents electronically through www.demandstar.com. A full instructional guide on how to submit documents will be included with this solicitation. The Town will maintain documentation on its own website at www.davie-fl.gov/purchasing for general public information and posting requirements. Late submissions shall not be accepted.

ITB responses will be publicly opened and firm names read aloud after the due date/time noted above via conference call or via online meeting.

Meeting Information Meeting link:
<https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=mb518968c9202e22fdc2d758200ee6769> Meeting number:
173 479 4603
Password: rPJR2sTQC76

More ways to join
Join by video system
Dial 1734794603@daviepurchasing.webex.com
You can also dial 173.243.2.68 and enter your meeting number. Join by phone
+1-408-418-9388 United States Toll Access code: 173 479 4603

The selection of the successful bidder(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all ITB responses. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best

SUN-SENTINEL

Interest of the Town.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

Brian K. O'Connor
Procurement Manager
Town of Davie

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Pursuant to Florida Statute § 286.0105, if a person decides to appeal any decision made by this board, agency, committee, or council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings. For such purpose he or she will 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.

10/9/2020 6786671

Order # - 6786671

Bid Opening Report

Agency Name Town of Davie

Bid Number Bid-ITB# RM-21-04-0-2020/RMO

Bid Name Repairs and Calibration of Flow Meters and Related Devices

Bid Due Date 10/21/2020 2:00:00 PM

Bid Opening **Closed**

1 responses found.

✓ online, offline, ● not submitting, not received

Company		Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1	P. C. Controls, Inc	10/14/2020	132 NE 30th Street, , Wilton Manors, FL, 33334	\$25050.00		Small Business	Complete Bid Package w/ required forms	✓



Town of Davie
Purchasing Division

ITB# RM-21-04 Repairs and Calibration of Flow Meters
and Related Devices
Tabulation

Bid Opening Date:
October 21, 2020
at 2:00pm

		Vendor Name	
		P. C. Controls, Inc.	
Description	Estimated hours	Cost/Hour	Extended Cost
Cost per hour of work completed during regular work times, M-F, 7:00 a.m. -5:00 p.m.	250	\$63.00	\$15,750.00
Cost per hour for work completed during all other times other than above	100	\$98.00	\$9,800.00
Mark Up			
Vendor cost of materials, multiplied by mark-up for profit, overhead, etc. (Example \$4,000 x 10% -\$4,400.00) NOT TO EXCEED 20%		1.2 (20%)	



Town of Davie Award Recommendation/Intent To Award

Award Information

Awarded To: P. C. Controls, Inc.

Solicitation #: ITB-RM-21-04

Date: October 22, 2020

Item/Service: Repairs and Calibration of Flow Meters and Related Devices

Attached are apparent low bid(s) and a tabulation for subject items/services requisitioned by your department. Please complete the applicable portions of this form in order that proper presentation and recommendations may be made. Please return this form to the Purchasing Division as soon as possible.

Procurement Comments:

The Town received one (1) bid response.

Recommendation

Which bids do you recommend? P.C. Controls Inc

Does this meet the specifications as per your request and as advertised? ☒ Yes ☐ No

Is the recommendation the lowest bid received? ☒ Yes ☐ No

List the bids that are low but which you believe DO NOT meet specifications and list reasons why each does not meet specifications; please attach a memorandum of explanation to this form if necessary.

Procurement Action/Recommendations:

The Purchasing Division has reviewed the bid response and recommends award to the responsive, responsible bidder P. C. Controls, Inc. Utilities Department accepts exceptions and fees as noted on bid response.

Authorization

Department Director or Designee

Signature: Renukah Mohammed

Digitally signed by Renukah Mohammed
Date: 2020.10.22 16:10:39 -04'00'

Date: _____

Procurement Manager

Signature: 

Digitally signed by Brian K. O'Connor
Date: 2020.10.26 13:18:44 -04'00'

Date: _____

Company Submitting Bid

INVITATION TO BID



ITB NO.	RM - 21 - 04
TITLE	Repairs and Calibration of Flow Meters and Related Devices
AVAILABLE	Wednesday, October 07, 2020
DUE DATE	02:00PM EST on Wednesday, October 21, 2020
SUBMIT TO	DEMANDSTAR
ESTIMATED BUDGET	WITHIN ESTABLISHED BUDGET
COUNCIL APPROVAL	TBD
BONDS	N/A

Download Bid Information for Free at: <https://www.davie-fl.gov/bids>

Town of Davie Supplier Central: <https://www.davie-fl.gov/877/Supplier-Central>



**TOWN OF DAVIE
ITB NO. RM-21-04
INVITATION TO BID
Repairs and Calibration of Flow Meters and Related Devices**

Dear Potential Bidder:

The Town of Davie, Florida invites qualified contractors to submit responses in accordance with the requirements stated herein no later than **02:00PM EST on Wednesday, October 21, 2020**, for **ITB NO.RM-21-04 Repairs and Calibration of Flow Meters and Related Devices**. Interested firms may secure the solicitation package and all other pertinent information by visiting <http://www.davie-fl.gov/bids> or at DemandStar.com.

Questions regarding this solicitation shall be submitted in writing to bids@davie-fl.gov no later than 5:00 PM on **Monday, October 12, 2020**. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Purchasing website and DemandStar.com. It is the responsibility of prospective bidders to ensure they are aware of all addenda issued relative to this solicitation.

Bidders **shall submit all bid documents electronically through www.demandstar.com**. A full instructional guide on how to submit documents will be included with this solicitation. The Town will maintain documentation on its own website at www.davie-fl.gov/purchasing for general public information and posting requirements. **Late submissions shall not be accepted.**

ITB responses will be publicly opened and firm names read aloud after the due date/time noted above **via conference call or via online meeting**:

Meeting Information

Meeting link:

<https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=mb518968c9202e22fdc2d758200ee6769>

Meeting number:

173 479 4603

Password:

rpJR2sTQC76

More ways to join

Join by video system

Dial 1734794603@daviepurchasing.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-408-418-9388 United States Toll

Access code: 173 479 4603

The selection of the successful bidder(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all ITB responses. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

A handwritten signature in black ink, appearing to read "Brian K. O'Connor".

Brian K. O'Connor
Procurement Manager
Town of Davie

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Pursuant to Florida Statute § 286.0105, if a person decides to appeal any decision made by this board, agency, committee, or council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings. For such purpose he or she will 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.

TABLE OF CONTENTS

SOLICITATION SECTIONS		PAGE
SECTION 1.0	General Terms and Conditions	4
SECTION 2.0	Insurance Requirements	30
SECTION 3.0	Special Conditions	33
SECTION 4.0	Specifications	36
SECTION 5.0	Bid Form	39
SECTION 6.0	Required Forms	41
	• Demandstar Sign Up • Demandstar E-Bidding Instructions • Conference Call/Online Meeting Instructions • Vendor Requirement Guide	Attached

SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the work.

Bid: The written offer of a Bidder to perform the work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Town, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Town Administrator and/or Town Council.

Contract: The written agreement between the Town and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the

agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Administrator: Town of Davie Town Administrator or his designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Town of Davie and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Town: The Town of Davie, a municipal corporation and political subdivision of the State of Florida, incorporated within Broward County, Florida, whose governing body is a Town Council consisting of a Mayor, Vice Mayor and three Town Council members. As used hereunder, the Town is the Town of Davie, including its districts, boards, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents and volunteers.

Community Redevelopment Agency (CRA): The Town of Davie Community Redevelopment Agency, which is created pursuant to Florida Chapter 163, Part III.

Town Administrator: The Administrator of the Town of Davie, Florida.

Executive Director: The Executive Director of the Davie Community Redevelopment Agency.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the Town's Project Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with the Town of Davie.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Town's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

Owner: The term Owner as used in this Contract shall mean the Town of Davie.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the

Project.

Scope of Service: Document which details the work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words **"Work"**, **"Services"**, **"Program"**, or **"Project"**: All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words **"Directed"**, **"Required"**, **"Permitted"**, **"Ordered"**, **"Designated"**, **"Selected"**, **"Prescribed"**, or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Project Manager or; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Project Manager. In resolving disputes and in all respects the Town Administrator's decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the Town to be included on an email list for goods and services which can be found at <https://www.davie-fl.gov/list.aspx>.

1.3 LOCAL PREFERENCE

Definitions

Local Davie Vendor-a "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie and have an address that the U.S. Postal

Service recognizes as being a Davie address to be eligible.

Local Broward County Vendor- a "local Broward vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

Bid- A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Purchasing department on the Town's website where the award is determined by price.

Proposal- A proposal shall be any competitive solicitation by Request for Proposal (RFP) or Request for Qualifications (RFQ) officially posted by the Town of Davie purchasing department on the Town's website where the award is determined by qualifications.

Process

a) Competitive Bid- For bid evaluation purposes, vendors that meet the definition of "local Davie vendor" as detailed above shall be given a 5% evaluation credit. This shall mean that if a "local Davie vendor" submits a bid/quote that is within 5% of the lowest price if that lowest price is submitted by a non-Broward County vendor or within 2.5% of the lowest price if that lowest price is submitted by a Broward County vendor, the "local Davie vendor" shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Davie vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Davie vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

For bid evaluation purposes, vendors that meet the definition of "local Broward County vendor" as detailed above shall be given a 2.5% evaluation credit. This shall mean that if a "local Broward County vendor" submits a bid/quote that is within 2.5% of the lowest price submitted by any non-Broward County vendor, the "local Broward County vendor" shall have an option to

submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the "local Broward County vendor" submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the "local Broward County vendor". If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there are a "local Davie vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local Davie vendor" will be given first option. If the "local Davie vendor" cannot beat the lowest bid received by at least 1%, an opportunity will be given to the "local Broward County vendor" to do so. If the "local Broward County vendor" cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple "local Davie vendors" submit bids/quotes which are within 5% of the lowest bid/quote if that bid/quote is from a non-Broward County bidder, or within 2.5% of the lowest bid/quote if that bid/quote is from a local Broward County bidder, then all vendors will be asked to submit a "best and final offer (BAFO)". The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least 1%, then the process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within 2.5% of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least 1% lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

b) Competitive Proposal- For evaluation purposes, "local Davie vendor" and "local Broward County vendor" shall be a criterion for award in any RFP/RFQ unless specifically exempted by the Town Administrator or the Town Council.

c) Exceptions

1. No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.

2. Utilization of a State or other agency

contract.

3. State or Federal law prohibits the use of local preference.

4. The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.

5. Sole source or single source purchases.

6. The "local vendor" is either non-responsive or non-responsible.

7. All bids submitted exceed the budget amount for the project.

8. Emergency purchases.

9. The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the site and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the bidder.
- C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Purchasing Code and applicable County Ordinances, State Statutes and Federal Statutes.

1.5 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.

1.6 DESCRIPTION OF SUPPLIES

- A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."
- B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.
- C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

- D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.
- E. The Town shall be the sole judge of equality and its decision shall be final.

1.7 SUBMISSION OF BIDS

- A. Bidders shall submit all bid documents electronically through www.demandstar.com. A full instructional guide on how to submit documents will be included with this solicitation. Late submissions shall not be accepted.
- B. The Town will maintain documentation on its own website at www.davie-fl.gov/purchasing for general public information and posting requirements.
- C. Bidders requesting a copy of the bid tabulation will find this information through www.demandstar.com or on the Town's website at www.davie-fl.gov/purchasing.

1.8 ADDENDA

The Purchasing Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder may not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Town may waive this requirement in its best interest.

1.9 REJECTION OF BIDS

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.10 WITHDRAWAL OF BIDS

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The Town will permanently retain as liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

1.11 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

1.12 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Procurement Manager, on or before five (5) days prior to scheduled opening, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Procurement Manager five (5) days prior to the scheduled opening.

1.14 INVOICING/PAYMENT

All invoices should be sent to: Town of Davie, Finance Department, 6591 Orange Drive, Davie, Florida 33314. In accordance with Florida State

Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

1.15 DISCOUNTS

- A. Bidders may offer a discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.16 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.
- B. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Town. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.17 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Town:

Project Manager
Town of Davie
Attention: Raul Sotelo
Utilities Department
Phone: 954-327-3748
Fax: 954-327-3752

To the Procurement Department:

Brian O'Connor, C.P.M., Procurement Manager
Purchasing Division
6591 Orange Drive
Davie, FL 33314
Phone: (954) 797-1016 Fax: (954) 797-1049
Email: boconnor@davie-fl.gov

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, and fax numbers and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.18 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the Town of Davie or of the Davie Community Redevelopment Agency. The Contractor shall supply competent and physically capable employees and the Town is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

Each employee at all times shall have and display in plain view proper identification. The name of the company shall be displayed on the front of the employee's shirt and the name of the company

and employee must be worn on a badge visible from the front of the employee

1.19 AWARD OF BID

- A. The Review Committee or Department will make a recommendation based upon the lowest responsive and responsible bidder whose bid conforms to the Invitation for Bids and is most advantageous to the Town. If lowest fails to comply, then the second will be called upon, and so on.
- B. The Town reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor (s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor (s).
- D. Successful Bidder shall be notified in writing of award.
- E. Delivery of materials and/or services shall be performed upon receipt by successful bidder of a numbered, signed purchase order.

1.20 BID PROTESTS

The Town shall provide notice of its intent to award or reject to all bidders by posting such notice on the Town's website within two (2) working days after the posted review committee meeting.

If a vendor feels that it has been treated unfairly with regard to the results of a solicitation, or the resulting recommendation for award, it may protest the Town's action as follows:

1. The vendor must submit a letter to the Procurement Manager detailing the nature of the protest along with two (2) cashier's checks within three (3) working days of publication of the notice of intent to award on the Town of Davie website. The first check will be in the amount of \$500 (hereinafter called "the administrative fee"). The

second check will be in the amount of 1% of the bid amount (hereinafter called "the protest bond").

2. If the Procurement Manager receives a bid protest letter along with the administrative fee and the protest bond fee as described above, the bid award process will be suspended and the protest will be referred to the Bid Protest Committee. However, if the project is needed to protect the health, safety, and/or welfare of the residents of the Town of Davie, the award of the project will proceed without interruption. The Bid Protest Committee shall consist of three (3) Town of Davie staff member to be selected by the Town Administrator. The Procurement Manager and the employee that wrote the recommendation for award may not sit as a member of the Bid Protest Committee. However, the Procurement Manager and the staff member that wrote the recommendation for award shall be present at the hearing of the Bid Protest Committee to answer any questions pertaining to the bid process or the evaluation process.
3. The Bid Protest Committee shall schedule a hearing within ten (10) working days of receipt of the protest letter. All parties having an interest in the outcome will be notified of the date and time of the hearing. If the bid protest is denied, the vendor will forfeit the protest bond. If the protest is upheld, the protest bond will be returned to the vendor. The administrative fee shall be non-refundable in all cases.
4. If the Bid Protest Committee denies the protest, the aggrieved vendor may appeal its case to the Davie Town Council. In order to appeal, the vendor must notify the Town Administrator within three (3) working days of the Bid Protest Committee's adverse ruling. Upon notification, the Town Administrator will schedule the appeal as an agenda item on the next available Town Council agenda. All bidders will be notified of the agenda date in writing.
5. Once the bid protest is resolved, the Town will proceed with the bid award, unless as exempted in 2 above.

1.21 AGREEMENT

An agreement shall be sent to the awarded bidder to be signed, witnessed, and returned to the Town for execution, when applicable. The Town will provide a copy of the fully executed agreement to the awarded bidder.

1.22 DISQUALIFICATION OF BIDDERS

A bid may be disqualified temporarily or permanently and rejected by the Town for any

lawful reason, including but not limited to the following reasons:

- A. Poor performance or default, in the Town's opinion, on previous contracts with the Town.
- B. Poor performance or default, in the Town's opinion, on previous contracts with other public entities.
- C. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town may result in termination of the contract for default. The Vendor shall cause all subcontractors to accept the terms and conditions of the Vendor's agreement with the Town.

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval, which consent Bidder acknowledges is at the sole discretion of the Town.

1.25 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Town. The Town may also elect to terminate or cancel any other contracts with such individual, corporation or entity with no penalty to the Town for such termination. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation of this or any other contract with the Town under this section, including but not limited to the Town attorney's fees and costs.

1.26 COLLUSION

The bidder, by affixing a signature to this proposal, agrees to the following:

1. Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

2. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham response in connection with the work for which the bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid response or of any other bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

3. The price or prices quoted in the bid response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest.

1.27 REASON FOR NO BID FORM

If choosing not to bid, please complete and return the enclosed form indicating reason for "No Bid" at this time.

1.28 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify and defend the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.29 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. If the Bidder submits trade secrets, as defined under the applicable Florida Statutes, the Bidder shall stamp each page in which the trade secret is listed and clearly mark the information deemed to be a trade secret. The Bidder shall also submit a separate document listing each page in which a trade secret is listed. Additionally, using the appropriate legal analysis, the separate document must clearly state why the information marked as a trade secret is deemed a trade secret pursuant to the applicable Florida Statutes and Florida case law as to be exempt under Chapter 119 of the Florida Statutes.

1.30 CONTRACTOR COMPLIANCE WITH PUBLIC RECORDS LAW

Contractor agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide the Town of Davie 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 the applicable Florida Statutes.
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 public agency.

4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town, 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 Town, upon request from the Town Clerk, or his/her designee, in a format that is compatible with the information technology systems of the Town.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at 954-797-1000, Evelyn_Roig@Davie-FL.gov, 6591 Orange Drive, Davie, FL 33314.

1.31 SCRUTINIZED COMPANIES

Florida Statute § 287.135: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of

the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

1.32 REQUEST FOR PROPOSAL

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to a bid shall be and mean the same as proposal.

1.33 EXCEPTIONS TO PROPOSAL

The bidder must clearly indicate any exceptions it wishes to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Bidder to comply with the particular term and/or condition of the solicitation to which the Bidder took exception (as said term and/or condition was originally set forth on the solicitation.)

1.34 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The contractor shall indemnify, defend and hold harmless the Town of Davie, its officers, employees, volunteers, agents, boards, elected and appointed officials, instrumentalities and the Davie Community Redevelopment Agency from and against any and all liability, losses or damages, including but not limited to attorney's fees and costs, incurred as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The awarded bidder shall pay all claims and losses in connection with this agreement, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town or the Community Redevelopment Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the contractor shall in no way limit the

responsibility to indemnify, defend, keep and save harmless and defend the Town, the Community Redevelopment Agency, or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this contract. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

1.35 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). Contractor agrees that no portion of the bid award will be paid to any employees of the Town of Davie, its elected officials, and/or the contractor's consultants, as a commission, kickback, reward or gift, directly or indirectly by the firm or by an officer of the firm.

1.36 CONFLICT OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and notwithstanding application of conflicts of law principles.

1.37 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.38 QUANTITIES

The Town specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth in the proposal form by the bidder.

1.39 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Town unless loss or damage results from negligence by the Town. If the materials or services supplied to the Town are found to be defective or to not conform to specifications, the Town reserves the right to cancel the order upon written notice to the contractor and return product at bidder's expense.

1.40 WARRANTY

Unless otherwise specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer warranties, including proposed term of warranty coverage, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the Town, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

1.41 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.42 CONTRACT RENEWAL

Any contract may be renewed within the parameters set forth in solicitation document or negotiated terms.

1.43 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.44 SAFETY DATA SHEET (SDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance as a condition of the award of the bid by the Town.

1.45 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

1.46 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the Town. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

1.47 PUBLIC ENTITY CRIMES

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

1.48 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.49 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo

contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

1.50 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS

Contractor shall comply with Florida Statute 112.313, which prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby." "... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The Town of Davie policy states "No employee, contracted personnel, and elected or appointed official shall solicit or accept, anything of value, including a gift, loan, reward, promise of future employment, favor, or service, when the employee, contracted personnel, and elected or appointed official knows or should know that it is given to influence their vote, action, decision, recommendation or clout of the employee, contracted personnel, and elected or appointed official in the course of their employment or service with the Town of Davie."

Florida Statute 112.312 (12) (a) list what is a "Gift."

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

1.51 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

1.52 ACCESS TO RECORDS

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement, as specified in Florida Statute Chapter 119 and section 1.30 of this agreement, and upon request make them available to the Town following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

1.53 TOWN WEBSITE

Bids, addenda, Intents to Award, and other information is available on the Purchasing Division's "Purchasing" page, which can be found at: <https://www.davie-fl.gov/purchasing>.

1.54 DISCLAIMER

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not

conform to the Town of Davie's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Council, and the final selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion of the Town Council of the Town of Davie, in the best interest of the Town of Davie. The issuance of this bid constitutes only an invitation to make presentations to the Town of Davie. The Town of Davie reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.55 CONFIDENTIALITY

As a political subdivision, the Town of Davie is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the Town of Davie's evaluation are open to public inspection and subject to disclosure upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.56 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The Town of Davie's solicitation and any associated addenda and attachments thereof, and
- C. The Contractor's Proposal.

1.57 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be

predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Project Manager.

The Contractor acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.58 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this

Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The Town shall have no obligation to pay the Contractor any sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and the Contractor.

All Services undertaken by the Contractor before Town's approval of this Contract shall be at the Contractor's risk and expense.

1.59 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Town at any time during the Contract term, including any renewal or extension thereof.

1.60 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient work due to its errors and omissions without cost to Town upon the request of the Town for five years after the date of acceptance of the project by the Town, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs, where applicable. Payment in full by the Town for work performed does not constitute a waiver of this guarantee.

1.61 MANNER OF PERFORMANCE

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Town, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

B. The Contractor agrees to defend, hold

harmless and indemnify the Town and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Town. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Contractor shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

1.62 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole

direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees and agents of the Town.

The Contractor does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

1.63 AUTHORITY OF THE TOWN'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the Town's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to

decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises.

The Town Administrator may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Town Administrator for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor and the Town reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.64 MUTUAL OBLIGATIONS

- A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications

and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

- B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party.
- C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter Contractor agrees to pay the Town's costs, attorney's fees and/or any resulting judgment or settlement from the Contractor.

1.65 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.66 AUDITS

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate

documentation, and adequate procedures for determining the allowability and allocability of costs.

1.67 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.68 SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.
- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has

the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.

- E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

1.69 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Town were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Town makes no representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.70 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.71 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The Town and/or the CRA, may terminate the Agreement and pursue all remedies available at law if an individual or corporation or other entity attempts to meet its contractual obligation with the Town and/or the CRA through fraud, misrepresentation or material misstatement.
- B. The Town and/or the CRA, may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town and/or the CRA. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including but not limited to attorney's fees and costs.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Town and/or the CRA, the receipt and adequacy of which is hereby acknowledged by Contractor, is given specific consideration to Contractor for the Town's and the CRA's right to terminate this Agreement for convenience.
- D. The Town, through its Town Administrator, and/or the CRA through its Executive Director, and for its convenience and without cause, may terminate the Contract at any time during the term by giving written notice to consultant/contractor of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Town and/or the CRA, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town and/or the CRA shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town and/or the CRA through fraud, misrepresentation or material

misstatement may be debarred from Town and CRA contracting in accordance with the Town debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Town's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town and/or the CRA may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town and/or the CRA:
 - 1. Stop work on the date specified in the notice ("the Effective Termination Date");
 - 2. Take such action as may be necessary for the protection and preservation of the Town's and/or the CRA's materials and property;
 - 3. Cancel orders;
 - 4. Assign to the Town and/or the CRA and deliver to any location designated by the Town and/or the CRA any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
 - 5. Take no action which will increase the amounts payable by the Town under the Agreement.
- G. In the event that the Town and/or the CRA exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
 - 1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - 2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically

developed for the sole purpose of the Agreement but not incorporated in the Services.

- H. All compensation pursuant to this Article is subject to audit.

1.72 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis;
2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Agreement;
6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Contractor has failed in the representation of any warranties stated herein.

- B. When, in the opinion of the Town or the CRA, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town or the CRA may request that the

Contractor, within the time frame set forth in the Town's or the CRA's request, provide adequate assurances to the Town or the CRA, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town or the CRA receives such assurances the Town or the CRA may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town or the CRA the requested assurances within the prescribed time frame, the Town may:

1. Treat such failure as a repudiation of the Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

- C. In the event the Town and/or the CRA shall terminate the Agreement for default, the Town, the CRA, or their designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.73 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

1.74 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the Town or the CRA for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's or the CRA's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, defend, and hold harmless the Town and the CRA and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.
- C. In the event any Deliverable or anything provided to the Town or the CRA hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Town's or CRA's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Town or the CRA, at the Contractor's expense, the rights provided under the Agreement to use the item(s).
- D. The Contractor shall be solely responsible for determining and informing the Town and/or the CRA whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk.

The Town or the CRA may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.

- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.75 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the Town of Davie is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession or the CRA's possession may constitute or contain information or materials which the Town or the CRA has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town or the CRA has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, or the CRA's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter "Computer Software"). The Contractor acknowledges and agrees that all third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town or the CRA and, if the Computer Software has been leased or purchased by the Town or the CRA, all third party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.76 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the Town and the CRA retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town and the CRA to the Contractor hereunder or furnished by the Contractor to the Town and/or created by the Contractor for delivery to the Town, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Town, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.
- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" are works for hire and are the property of the Town.
- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Town, except as required for the Contractor's performance hereunder.

Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope

of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town or the CRA so desire, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the Town, the CRA or entities controlling, controlled by, under common control with, or affiliated with the Town, or the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. Such license specifically includes, but is not limited to, the right of the Town or the CRA to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Town for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Town, the CRA, or entities controlling, controlled by, under common control with, or affiliated with the Town, the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.77 ETHICS

In accordance with Section 2-327 of the Town's Code requires that the town shall not purchase any goods or services from any person who is actively employed by the Town of Davie or from any business or entity of which the employee or the employee's spouse or child is an agent, officer, partner, director or proprietor or in which they have a material interest or discretionary authority. Any such individual or business shall be disqualified from participating in any bidding activity for purchases by the town unless specifically authorized by action of the town council. Furthermore all bidders are subject to follow the SECTION 1-19 OF THE BROWARD COUNTY CODE.

1.78 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal,

State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- C. "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.
- D. Florida Building Code (FBC).
- E. Notwithstanding any other provision of the Agreement, Contractor shall at all times conduct its operations in a safe and sound manner.

1.79 NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.80 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit,

payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

- B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or

2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Town, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.

- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.

- E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or

apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Town's Project Manager. Contractor shall thereafter cooperate with the Town's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

1.81 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the Town:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Town, except as may be required by law.

1.82 BANKRUPTCY

The Town reserves the right to terminate this contract if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.83 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

1.84 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the

term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Town under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.85 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the Town 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.

1.86 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the project he will supply only material or equipment that is 100% asbestos free.

1.87 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town 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 Town as duly authorized expressions on behalf of Contractors.

1.88 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the

Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Town 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 Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled without penalty by the Town upon giving thirty (30) days written notice to the Contractor.

1.89 PROHIBITION OF INTEREST

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

1.90 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.91 E-VERIFY

Vendor/Consultant/Contractor 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 Vendor/Consultant/Contractor to perform employment duties within

Florida during the term of the contract; and

- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract. The Vendor/Consultant/Contractor 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 with the Town of Davie.

By entering into this Contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

1.92 FORCE MAJEURE

The Agreement that is awarded to the successful proposer may provide that the performance of any act by the Town, the CRA, or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

1.93 BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all

services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.94 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the Town.

1.95 LITIGATION VENUE

The parties agree that all litigation between them in the state courts shall exclusively take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.96 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Town or the CRA waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

1.97 SUBMISSION AND RECEIPT OF BIDS

Bids having any erasures or corrections must be initialed and dated by the bidder in ink. This bid document shall be typewritten or filled in with pen and ink.

1.98 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS FOR BIDDING JOBS IN THE TOWN OF DAVIE

The Town of Davie has an exclusive solid waste franchise agreement with Waste Management,

Inc. of Florida for the collection and disposal of all solid waste including construction and demolition (C & D) debris as defined within Florida Statutes Chapter 403. All applicants for bids to perform construction work for the Town of Davie or the CRA shall be subject to the requirements found in the Town's exclusive solid waste franchise agreement and must contract with Waste Management for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Waste Management dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact Kay Hurley, Waste Management Construction Services Account Manager at (954) 439-4067 or khurley@wm.com.

For further information related to bid specifications related to solid waste franchise requirements, please contact Brian O'Connor, Procurement Manager, at (954) 797-1016 or boconnor@davie-fl.gov.

For solid waste franchise enforcement questions, please contact the Town of Davie Program Division's representative at (954) 797-1045 or Danny Stallone, Code Compliance Official at (954) 693-8237.

PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE TOWN OF DAVIE, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE TOWN OF DAVIE'S EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT SHALL RESULT IN A NOTICE OF VIOLATION, CITATION OR SIMILAR CODE ENFORCEMENT ACTION BEING TAKEN AGAINST THE BIDDER. ENFORCEMENT ACTION MAY INCLUDE DENIAL OR REVOCATION OF A BID APPLICATION AND ITS APPROVAL. THE ENFORCEMENT ACTION WILL RESULT IN FINES AND LIENS UP TO \$15,000/DAY FOR IRREPARABLE VIOLATIONS, UP TO \$1,000/DAY FOR FIRST VIOLATIONS, UP TO \$5,000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.

1.99 DEBARMENT

A vendor who is to be formally removed from the vendor eligibility list and who is to be subsequently barred from doing future business with the Town will be notified in writing by the

Procurement Manager through the Office of the Town Administrator. Said written notification will state the reason for debarment and the length of time of its effectiveness, which shall be thirty six months or less from the date of notification.

A vendor who receives a notice of debarment may request, in writing, an appointment with the Procurement Manager and the Town Administrator for the purpose of reviewing the decision. If the review does not satisfactorily resolve the issue, the vendor may then petition to appear at a formal, twice-monthly session of the Town Council to further defend their position. Said petition to appear must be directed to the Office of the Town Administrator or the Office of the Town Clerk for scheduling.

If a vendor's name is removed from the list of vendors eligible to receive a bid opportunity no Town department is able to continue doing business with said vendor. A vendor may be removed from the vendor eligibility list for any of the following reasons:

1. Conviction of a criminal offense relative to securing a public or private contract;
2. Conviction of a violation of a State or Federal anti-trust statute or act relating to the submission of a bid or a proposal;
3. Conviction of a violation of a State or Federal Statute which indicates a lack of business integrity or honesty, e.g., theft, forgery, embezzlement;
4. A serious violation of a contract provision, e.g., a previous failure to perform or unsatisfactory performance associated with an awarded contract or bid;
5. A violation of ethics, as defined within this manual or the Florida State Code of Ethics;
6. Conviction of or evidence of collusion by a respondent or a subsidiary in the submission of a response to the Town, other government agency or business in connection with a solicited RFP, or bid;
7. Any other reason that would affect a vendor's responsibility to the Town.

1.100 EMPLOYEE BACKGROUND VERIFICATION

Contractor certifies and agrees that all personnel used in the performance of this

work have had a criminal background check. The Town reserves the right to request copies of the criminal background check.

1.101 LOBBYING

Any communication from a lobbyist to a covered individual regarding any item that will foreseeably be decided by a final decision making authority, which communication seeks to influence, convince, or persuade the covered individual to support or oppose the item requires the said lobbyist to register with the Town of Davie Town Clerk.

1.102 INSPECTOR GENERAL AND ETHICS

In accordance with Section 12.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

END OF SECTION

SECTION 2.0 INSURANCE REQUIREMENTS

Insurance Checklist			
Insurance Type #	Required	Non-Applicable	<u>Insurance Types</u>
1	√		Commercial General Liability
2	√		Automobile Liability
3	√		Workers Compensation and Employers Liability
4		√	Builders Risk
5		√	Pollution Liability
6		√	Professional Liability including Errors and Omissions
7		√	Cyber Liability
8		√	Liquor Liability
9		√	Garage Keepers/Garage Liability
10		√	Other Insurance

2.1 INSURANCE TYPES

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, Products & Completed Operations with minimum limit of \$1,000,000, Personal and Advertising Injury with minimum limit of \$1,000,000. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 6591 Orange Drive Davie, Florida 33314.**
2. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$1,000,000 per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive, Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 6591 Orange Drive Davie, Florida 33314.**
3. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Must include Employers' Liability with a minimum limit of \$100,000 each accident, Disease each employee minimum limit of \$100,000, Disease policy limit of \$500,000. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

4. Builders Risk Insurance shall be afforded by the Contractor, at its expense, with full theft, windstorm, fire and extended coverage on Improvements constructed, and personal property located on the premises by the Contractor, for the benefit of the Town and the Contractor, as each party's interests may appear, in an amount not less than one hundred percent (100%) of the replacement value of the completed Improvements or new construction. Such insurance shall provide that the interest of the Town is included as a loss payee and contain a waiver of subrogation rights by the Contractors carrier against the Town. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive, Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 6591 Orange Drive Davie, Florida 33314.**
5. Pollution Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive, Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 6591 Orange Drive Davie, Florida 33314.**
6. Professional Liability Insurance including Errors and Omissions with minimum limits of \$1,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage," Consultant/Firm may submit annually to the Town a current Certificate of Insurance proving claims made insurance remains in force throughout the same (3) year period.
7. Cyber Liability Insurance must be afforded for Data Breach, Media Content, Privacy Liability and Network Security of not less than \$1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive, Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 6591 Orange Drive Davie, Florida 33314.**
8. Liquor Liability Insurance must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on Town property. Coverage must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive, Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 6591 Orange Drive Davie, Florida 33314.**
9. Garage Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive, Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 6591 Orange Drive Davie, Florida 33314.**

2.2 INSURANCE COVERAGE

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

- A. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company,

Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

- B. Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the certificate holder and any additional insureds. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.**

NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

- C. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.
- D. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.
- E. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

END OF SECTION

SECTION 3.0 SPECIAL CONDITIONS

3.1 PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected. Replacements and/or rework, as required, shall be accomplished on a timely basis at no additional cost to the Town.

Where an "or equal" is specified, the Town shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Town in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Division in writing at least by the RFI deadline stated below, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

3.2 REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving RFIs via e-mail at bids@davie-fl.gov.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all bidders by written addenda. Failure of a bidder to receive and/or acknowledge any addendum shall not release the bidder from any obligations under this bid.

3.3 SCHEDULE OF EVENTS

The Town will use the following tentative time schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

Event	Date
ITB Available	10/07/2020
Pre-Bid Conference	N/A
Last Date Receipt of RFIs (by 5:00 pm EST)	10/12/2020
Bids Due (2:00 pm EST)	10/21/2020

3.4 SIGNED BID CONSIDERED AN OFFER

This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the Town of Davie, if required, and in case of default on the part of the bidder or contractor after such acceptance, the Town of Davie may take such action as it deems appropriate including legal action for the damages or specific performance.

3.5 CONTRACTOR'S EQUIPMENT

All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Davie. The contractor shall be responsible for injury to persons caused by the operation of the equipment.

3.6 EMPLOYEES

Contractor shall provide licensed and insured technicians to perform all work as required by Local, State, and/or Federal Regulations. Contractor shall have “on-site” supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements and OSHA safety standards and regulations.

Contractor shall assign an “On Duty” supervisor who speaks and reads English.

Contractor shall have its employees refrain from smoking in municipal buildings unless in those areas designated for smoking.

Contractor shall provide the Town with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.

3.7 STORAGE OF MATERIALS

The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas; unless, it is pre-approved by the Town.

3.8 DISPOSAL OF WASTE

The contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the bidder(s) responsibility to become familiar with the existing conditions of all the Town facilities that are included in this bid, to assist them determine the type of equipment necessary to successfully provide the specified services.

3.9 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the Town of Davie prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the Utilities Department in writing. Failure to do so shall obligate the contractor to make repairs per the above section.

3.10 PAYMENT

Payment for work shall be authorized upon completion of all work specified in “Scope of Work” of this specification. Invoices will be subject to verification and approval by the department requesting the service.

3.11 INSPECTIONS

The Contractor and the Town of Davie's representative shall meet once the job is completed to discuss any areas of concern. The dates and times for reviewing work will be mutually agreed to by both parties.

3.12 COMPETENCY OF BIDDERS

Bids shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Bidder(s) licensed and qualified by experience to do the work specified.

The Bidder shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that bidder is fully prepared with the necessary organization, capital, and equipment to complete the Scope of Services. Bidder shall be insured, licensed, and certified by all applicable local, county, and state agencies.

3.13 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial contract shall be for a period of two (2) years from execution of the agreement. In addition, the Town reserves the right to renew the contract for three (3) additional one (1) year periods, providing that both parties agree that all terms, conditions and specifications remain the same, contingent upon approval by the Town Administrator.

3.14 PROTECTION OF PROPERTY

The Contractor shall take extra precaution to protect all property while conducting services. Any damage done by the Contractor shall be corrected to its original or better state and shall be corrected to the satisfaction of the Project Manager or designee.

3.15 CONTRACT AWARD

Any contract, as a result of this ITB, will be submitted to Town Administrator for considerations and may be submitted to the Town Council for their approval. The Contract award, if any, shall be made to the Bidder whose bid shall be deemed by the Town to be in the best interest of the Town. The Town's decision to make the award and which bid is in the best interest of the Town shall be final.

END OF SECTION

SECTION 4.0 SPECIFICATIONS

4.1 PURPOSE

Various regulatory agencies require the Water Treatment Plants, Wastewater Treatment Plant, Reuse Treatment Plant, Well Field, as well as Distribution and Collection Systems to calibrate flow meters and other control instrumentation. This is essential to ensure that all data is properly recorded as it relates to the quality of the treatment process. Contractor will perform services upon request from the Town as needed throughout the contract period to repair, calibrate, and certify flow meters and related devices for the Utilities Department.

This agreement references the terms, conditions, prices, and specifications of the agreement between the Town of Davie and the Contractor for repairs, calibration and/or replacement of flow meters, level sensor, pressure transmitters, and related devices at the Town's Water Treatment Plants, Wastewater Treatment Plant Reuse Treatment Plant, Well Distribution and Collection System as specified herein. The Contractor(s) shall furnish all labor, services, materials, supplies, equipment, and transportation required.

4.2 SCOPE OF SERVICES

The scope of services is designed to minimize instrument downtime and maximize the lifetime and productivity of the Town's analytical instrumentation as well as meet regulatory compliance guidelines. Services required include repair, modification, maintenance and/or replacement of related instrumentation and/or calibration and certification of flow meters, electronic equipment and related devices within the Water Treatment Plants, Wastewater Treatment Plant, Reuse Treatment Plant, Well Fields, Distribution and Collection System within the service area.

4.3 TASKS/DELIVERABLES

- A. The contractor must be capable of providing calibration and services to all types, makes and models of flow meters, level transducers, process control instrumentation, remote terminal units, and all data transmitting devices. Meters shall be calibrated using test equipment and calibrators, the accuracy of which is traceable to NIST standards. The contractor must maintain the certification records of the test equipment and calibrators and provide copies of the certifications upon request by the Town.
- B. The contractor will provide a written report with a cover sheet stating the work performed for the week or month and notations of any items needing correction. The report must contain a calibration sheet for each flow meter, and related devices calibrated during that month, with the following information:
 - Name and location of the meter
 - Date of calibration
 - Type of meter
 - Manufacturer and serial number
 - Calibration range
 - "As found" calibration; PV input and corresponding milliamp output at 0, 25, 50,

- 75, and 100% of range.
 - "Final" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range and percentage of error.
 - List of the calibration equipment used.
- C. The contractor will complete additional calibration services as requested by Utilities staff.
- D. Response time for service request events must not exceed 24 hours from the time of notification.
- E. The contractor will be supplied with the name(s) and telephone number(s) of the appropriate contact person(s) for the Town under this Contract. The contractor will be required to report to the specified contact person prior to performing any work required by the scope of services.
- F. Whenever possible, the contractor shall utilize Town-owned stocked parts and materials, as necessary to perform needed service. If Town-owned and stocked parts are not available, contractor shall provide parts and materials, which will be of first-rate quality. The contractor shall maintain a reasonable stock of parts and materials available on a 24-hour basis sufficient to satisfy the anticipated demands of this Contract.
- G. All parts removed from service must be returned to the Town's authorized personnel. The contractor will be responsible for the disposal of any non-repairable parts.
- H. The contractor will provide all labor, and tools necessary to perform calibration and instrumentation repair and/ or replacement services by contractor and approved by the Town.
- I. To prevent injury to Town staff, all equipment, and tools, used by the contractor, must be properly put away. Any debris created as a result of the maintenance/repair service/replacement must be removed by the contractor daily.
- J. If repairs are no longer viable nor cost effective, replacement and installation will be provided at the Town's sole discretion and acceptance of quote. Items on Town's Capital Replacement Plan may also be included, at the Town's sole discretion and acceptance of quote. The Town will require the documentation listed below for parts and equipment purchased that are \$1,000 or more in price.
1. Each quote for a part(s) or equipment being purchased with a cost of \$1,000 or more for the item will include the manufacturer's cost being charged to the contractor in the description on the quote.
 2. Each invoice for a part(s) or equipment purchased with a cost of \$1,000 or more for the item will include a copy of the manufacturer's invoice to contractor to document the multiplier mark-up for the item(s) listed on the invoice.

- K. Items on Town's Capital Replacement Plan may also be included, at the Town's sole discretion and acceptance of quote. The quote must include description of proposed replacement equipment with make/model number, equipment cost, estimated shipping, any installation cost, any warranty information and estimated time for delivery.

4.4 FEES & COSTS

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

The contractor shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

The contractor must include the bid form and provide the cost per hour, extended cost, and mark-up in their response.

4.5 LOCATIONS

Various locations throughout the area, included, but not limited to:

1. System II Wastewater Treatment Plant, 3500 NW 76th Avenue, Hollywood Florida 33024.
2. System III Water Treatment Plant, 3500 NW 76th Avenue, Hollywood Florida 33024.
3. System IV Water reclamation Facility, 7351 SW 30th Street, Davie Florida 33314.
4. Systems V Water Treatment Plant, 7351 SW 30th Street, Davie Florida 33314.
5. All Wells, Lift Stations, and other facilities located throughout the distribution System.

END OF SECTION

SECTION 5.0 BID FORM

Description	Est. Hours	Cost/Hour	Extended Cost
Cost per hour of work completed during regular work times, M-F, 7:00 a.m. -5:00 p.m.	250	\$ _____	\$ _____
Cost per hour for work completed during all other times other than above	100	\$ _____	\$ _____
Mark-up			
Vendor cost of materials, multiplied by mark-up for profit, overhead, etc. (Example \$4,000 x 10% -\$4,400.00) NOT TO EXCEED 20%	_____		
Note: The above hourly rates and materials mark-up % will remain in effect for the entire term of the contract.			

Notes:

1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate bids will not be considered unless authorized in the ITB document.
3. The above hourly rates and materials mark-up % will remain in effect for the entire term of the contract.

IMPORTANT: This signed bid form shall be considered an offer on the part of the bidder. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

Authorized Signature:
Print Name:
Title:

Bidder agrees to accept the VISA Procurement card for payment.
Circle one: YES OR NO

Bid Checklist

The following are requirements of this Bid, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.

Required	Done	Requirement
√		Completed and Signed Bid Form
√		Acknowledgement of Addenda (if any)
√		Local Preference Form (if applicable)
√		Client Reference Form
√		Bidder/Proposer Questionnaire
√		Lobbying Interest Form
√		Vendor Registration Form
√		Licenses and/or Certifications (if applicable)
√		Proof of Insurance
√		Business Tax Receipt [Occupational License(s)]
√		State of FL Sunbiz <i>OR</i> State Registration (if not required to have State of FL Sunbiz)
√		W9

This checklist is for your guidance. Please read the entire Bid thoroughly to ensure that your submission is complete.

SECTION 6.0 REQUIRED FORMS

AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE **(Davie Code of Ordinances Sec. 2-329)**

****Complete the boxes below as applicable:****

1. ____ My Business is located within the **Town of Davie**.

Legal Name of Firm:	
Taxpayer ID No.:	
Physical Address: SHALL NOT BE A P.O. BOX OR RESIDENCE	
Phone Number:	
Email Address:	
Has the business name changed since it was opened in Davie? Yes ____ No ____	
If yes, provide the previous business name:	
Date your business was established in Town of Davie:	
Business License Number:	Date Issued:
The business employs _____ (insert a number) full time employees.	

2. ____ My Business is located within **Broward County**.

Legal Name of Firm:	
Taxpayer ID No.:	
Physical Address: SHALL NOT BE A P.O. BOX OR RESIDENCE	
Phone Number:	
Email Address:	
Has the business name changed since it was opened in Broward County? Yes ____ No ____	
If yes, provide the previous business name:	
Date your business was established in Broward County:	
Business License Number:	Date Issued:
The business employs _____ (insert a number) full time employees.	

____ I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: _____ Print Name: _____

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
Description of Services Provided: _____

2) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
Description of Services Provided: _____

3) Name of Client Entity: _____
Address: _____
City/State/Zip: _____
Contact: _____
Title: _____
Email Address: _____
Telephone: _____
Scope of Work: _____
Description of Services Provided: _____

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

1. How many years has your firm been in business under its present business name?: _____

2. Under what other former name(s) has your firm operated?: _____

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: **No** **Yes** If yes, please explain: _____

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: **No** **Yes**

If yes, please explain: _____

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: **No** **Yes**

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. _____

LOBBYING INTEREST FORM

Please selection one option:

_____ My company is not interested in lobbying either staff or elected officials on any subject associated with this solicitation.

_____ My company is interested in lobbying either staff or elected officials on matters associated with this solicitation.

Authorized Signatory: _____ Print Name: _____

SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:

1. www.davie-fl.gov

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth Specify Source: _____

6. Search Engine/Internet search

7. E-mail Specify Source: _____

8. Banner or Link on another website

9. Flyer, newsletter, direct mail Specify Source: _____

10. Other, Specify Source: _____

Please note: This survey form is used for internal Procurement purposes only.

REASON FOR "NO BID"

For firms choosing NOT to bid/propose on this opportunity, the Town appreciates your response using this form.

Please return via email to bids@davie-fl.gov or purchasing@davie-fl.gov:

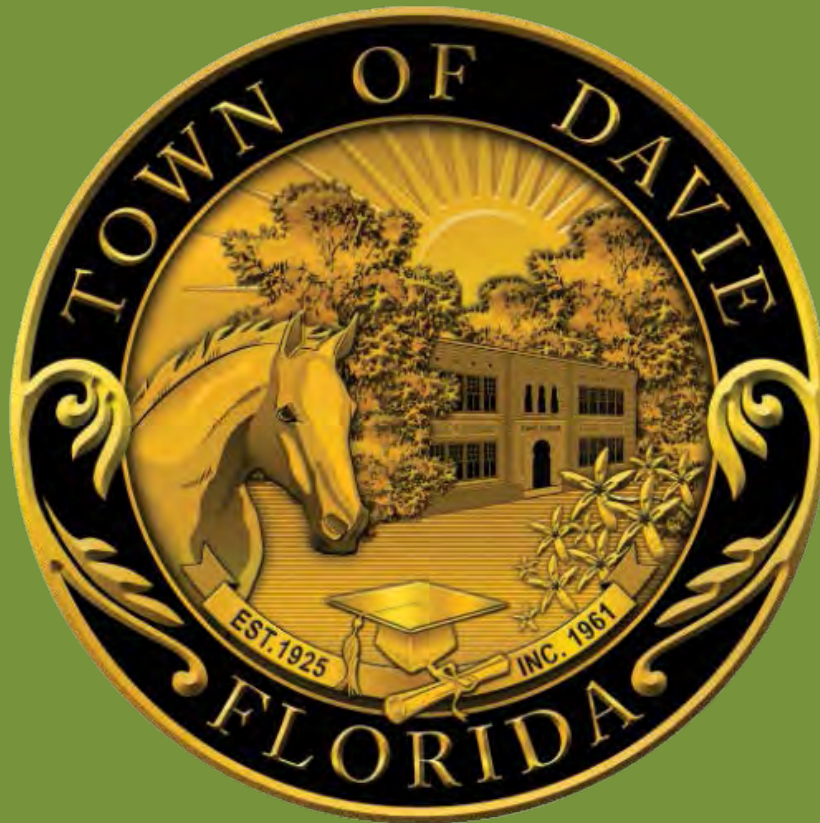
1. Why did your firm chose not to respond to this opportunity?

Circle all that apply from below list: _____

- a. We do not offer these services or equivalent.
- b. Insufficient time to respond to the solicitation.
- c. Our project schedule would not permit us to perform.
- d. Unable to meet requirements.
- e. Other:

2. Additional remarks:

TOWN OF DAVIE



VENDOR REGISTRATION FORM

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application ☐

Updating Application ☐

Vendor Name:

(Business Name Registered With The State OR Full Name If An Individual)

Mailing Address:

Remit to Address

(If Different from Mailing Address):

Contact Name:

Telephone:

Federal Tax ID Number:

Fax Number:

Company Email Address:

Business Website (If Applicable):

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name

Contact Information

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided , and if it is still active.

Products & Services

In the space provided below please indicate any product or services that your firm provides

Ownership Disclosure

1. If the contract or business transaction is with a company, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership %</u>
------------------------	----------------	--------------------

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

<u>Full Legal Name</u>	<u>Address</u>
------------------------	----------------

3. The officers of the Corporation are as follows:

Name

Address

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Registered Agent: _____

**TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

_____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Affirm: ☐

TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters TO BE COMPLETED BY PROSPECTIVE VENDOR

A. The prospective Vendor certifies that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;
2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town or other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

B. Where the prospective Vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

Affirm: ☐

Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.

B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

- 1.) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
- 2.) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

DISCLOSURE OF CONFLICT OF INTEREST

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED ABOVE AND IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Please indicate below if there is a Conflict Of Interest.

(Please select one option)

☐

YES

☐

NO

If you indicated yes above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below

Name:

Relationship:

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Name & Title, Typed or Printed

Authorized Signature

Date

Conference Call/Online Meeting Instructions

Webex Event Instructions Link:

https://help.webex.com/en-us/kwmj5eb/Join-a-Cisco-Webex-Event#id_17240

WebEx Meeting Instructions Links

(Click appropriate link for instructions)

Desktop: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134856

Mobile: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135069

Web: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_135013

Phone Only: https://help.webex.com/en-us/nrbgeodb/Join-a-Webex-Meeting#id_134853

Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:

<https://www.demandstar.com/registration>

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Your email address here

Company Name

Your company name here

☐ I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

← Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis

Narrow down your search by selecting a state and county.

State County

Select State ▼ Select County ▼

☐ City of Metropolis – Board of Commisioners

☐ City of Metropolis Purchasing

☒ Metropolis Technical College

3 CHECK OUT

Check out with your **FREE AGENCY**
Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

You have chosen **Metropolis Technical College** as your free agency.
Add additional government agencies below for \$25 per County,
Statewide and National subscriptions available.

My Subscriptions  [0]

Nation (0)

States (0)

Counties (0)

Total	(0 subscriptions)	Your Current Rate \$0/year
-------	-------------------	-------------------------------

Proceed to Checkout

→ Skip for Now

SIGN UP

Visit www.demandstar.com



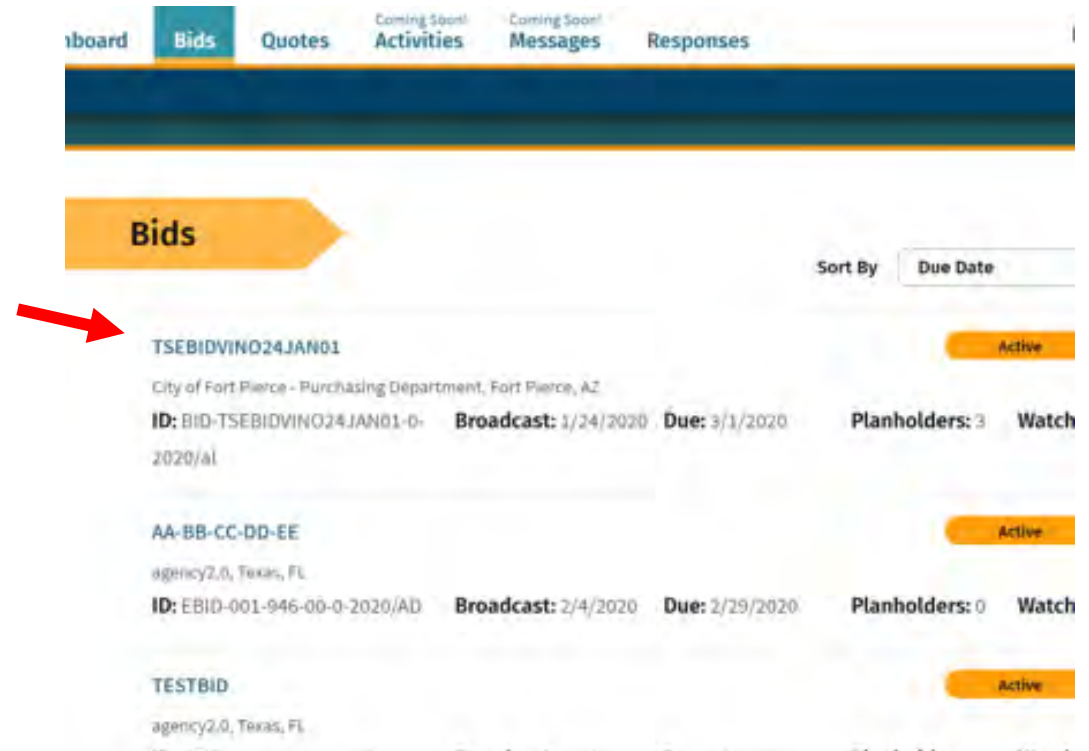
Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name



Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

TESTBID Active

Bid Details

Agency Name	agency2.0
Bid Writer	agency2.0 d
Bid ID	EBID-123456-Q-2020/KD
Bid Type	EBID - E-BID
Broadcast Date	02/06/2020 2:40 AM Eastern
Fiscal Year	2020
Due	02/23/2020 11:00 PM Eastern
Bid Status Text	BID STATUS

Scope of Work

Scope to Work:

Documents

Filename	Type	Date Modified	Status
feri	Attachment	02/06/2020	Complete

Distribution Info

Bid Bond	None
Plan (blueprint)	None
E-Bidding	Submit
Distributed By	DemandStar
Distribution Method	Download and Mail
Distribution Options	Bid has no blueprints associated with it
Project Estimated Budget	\$120,000.00
Distribution Notes	None

Publications

View Legal Ad

Pre-Bid Conference

No Pre-Bid Conference Date Found

Commodity Code

[001-946-00] FINANCIAL SERVICES

Submit E-Bid Proposal

Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”



DEMANDSTAR

Dashboard Bids Quotes Coming Soon! Activities Coming Soon! Messages Responses

Home > Bids > TESTBID > My Ebid Response

Save & Finish Later Cancel

Bid Details

Agency Name: agency2.0
Bid Number: EBI0-123456-0-2020/AD
Bid Due Date: 02/29/2020 (PST)
Bid Opening: 23 days, 04 hours, 23 minutes, 54 seconds Remaining
Bid Name: TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Contact Information

Company Name: Calgon Carbon Corporation

Address 1: P. O. Box 717

Address 2: Address 2 (optional)

City: Pittsburgh

Country: United States of Ame... State/Province: Pennsylvania

County: Select... Postal Code: 15230-0717

Phone Number: 4127876810 Extension: Extension (optional)

Bid Amount: 127,000 (invalid) Alternate Bid Amount: Alternate Bid Amount (optional)

Notes: For the full 6 month contract (optional)

Next

Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

The screenshot shows the DEMANDSTAR E-Bid Response interface. The top navigation bar includes links for Dashboard, Bids, Quotes, Activities, Messages, and Responses. The user is logged in as Robyn Gallardi. The breadcrumb trail indicates the path: Home > Bids > TESTBID > My E-Bid Response. The interface is divided into two main sections: Bid Details and E-Bid Response.

Bid Details:

- Agency Name: agency2.0
- Bid Number: EBITD-123456-0-2020(AQ)
- Bid Due Date: 01/28/2020 (PST)
- Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining
- Bid Name: TESTBID

E-Bid Progress:

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response:

Required Documents:

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Agency Accepted File Formats:

- Adobe Acrobat (*.PDF)
- AutoCAD Drawing (*.DWG)
- AutoCAD Drawing Web Format (*.DWF)
- DIF Image (*.DIF)
- JPEG Image (*.JPG)
- Microsoft Excel (*.XLS)
- Microsoft Excel (*.XLSX)
- Microsoft PowerPoint (*.PPT)
- Microsoft Word (*.DOC)
- Microsoft Word (*.DOCX)
- Plain Text (*.TXT)
- Plotfile (*.PLT)
- Rich Text Format (*.RTF)
- TIFF Image (*.TIF)
- WordPerfect (*.WPD)
- ZIP Compressed Archive (*.ZIP)

Required Document Submission Table:

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	None	Choose a file

Supplemental Documents:

You can upload additional documents here.

Document Title:

Step 4 continued

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

Bid Details

Agency Name: agency2.0
Bid Number: XBID-123456-0-2025/KQ
Bid Due Date: 02/29/2025 (PST)
Bid Opening: 19 days, 11 hours, 28 minutes, 21 seconds Remaining
Bid Name: TESTED

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Required Documents

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Agency Accepted File Formats

Adobe Acrobat (*.PDF)	AutoCAD Drawing (*.DWG)
AutoCAD Drawing (Web Format) (*.DWB)	QIF Image (*.QIF)
JPEG Image (*.JPG)	Microsoft Excel (*.XLS)
Microsoft Excel (*.XLSX)	Microsoft PowerPoint (*.PPT)
Microsoft Word (*.DOC)	Microsoft Word (*.DOCX)
Plain Text (*.TXT)	Plotfile (*.PLOT)
Rich Text Format (*.RTF)	TIF Image (*.TIF)
WordPerfect (*.WP)	ZIP Compressed Archive (*.ZIP)

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.TXT

Supplemental Documents

You can upload additional documents here.

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.PDF
References	Electronic/Online	References.PDF
Plans	Online/Electronic	Choose a file

Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot displays the DEMANDSTAR web interface for reviewing an e-bid response. The page is titled "Review Your E-Bid Response" and includes the following sections:

- Bid Details:**
 - Agency Name: Agency C.A.
 - Bid Number: E390-22476-4-202040
 - Bid Due Date: 02/03/2020 09:00
 - Bid Opening: 02/03/2020 10:00 AM, 10:00 AM, 10:00 AM, 10:00 AM
 - Bid Name: TEST BID
- E-Bid Progress:**
 - CONTACT INFORMATION
 - DOCUMENTS UPLOADED
 - REVIEW BID
- Contact Info:**
 - Company Name: Calgon Carbon Corporation
 - Address 1: W. G. Box 717
 - Address 2:
 - City: Pittsburgh
 - State: Pennsylvania
 - Country: United States of America
 - Postal Code: 15205-0717
 - Phone Number: 412-678-8333
 - Tax:
 - Bid Amount: \$127,000.00
 - Alternate Bid Amount:
 - Notes: For the full 6 month contract
- Agency Required Documents:**
 - Service User Agency 2.0 (Electronic Online)
- Supplemental Documents:**
 - Polymers (Electronic Online)

Below these sections, a message states: "After clicking 'Submit Response' the following process will begin:" followed by a list of steps:

1. We will verify that your response is complete as entered.
2. You will see a confirmation page with your confirmation number and a date/time stamp of your upload.
3. You will receive a confirmation e-mail indicating a successful response submitted.
4. You may track your response submission under the Responses page.

A note at the bottom states: "If you do not receive any of the above, please call Supplier Services at (202) 940-0020."

At the bottom of the page, there are two buttons: "Previous" and "Submit Response". A red arrow points to the "Submit Response" button.

TOWN OF DAVIE



Vendor Requirement Guide

The purpose of this document is to assist you with certain requirements when doing business with the Town. The below listed key points have been developed to assist you in providing necessary information that will result in a smoother procurement and contracting process. This will expedite the ordering process and help to ensure your payments are made in a timely fashion.

When Providing A Quote Related To A Contract, Please Do The Following

- a. You must reference the contract number that is being utilized to develop the quote.
- b. You must remove any extraneous terms and conditions that are not related to the referenced contract on your quote.
- c. Remove any request for an authorized signature on the quote. A purchase order can be provided.
- d. If you are quoting prices based on a cost-plus contract, please show your $\text{Cost} + \% \text{ of Markup} = \text{Total Cost}$. This will help us verify that your pricing complies with the contract. We ask that you provide evidence of your cost (supplier invoice/receipt) using this model.
- e. If you are quoting prices based on a discount off list, please show $\text{List Price} + \% \text{ Discount} = \text{Total Cost}$. This will help us verify that your pricing complies with the contract and will provide evidence of the list price as well.
- f. If your quoted prices are based on a unit price contract, please ensure the pricing matches the contract.
- g. If permits are applicable, please be sure to include those costs on your quote.
- h. Please verify if freight is allowed, or not, before submitting your quote.
- i. Is installation applicable to the contract, or not? If not, please be sure to notate.
- j. When awarded a contract by the Town or the Town chooses to piggyback a contract, please inform all sales and accounting teams that the Town will be utilizing said contract.
- k. Please ensure all pricing is loaded into your information system.

**All Invoices To The Town MUST Include The Following Information
Or It WILL Be Rejected.**

- a. Must include a PO# when a purchase order has been provided.
- b. Must include a non-repetitive invoice number.
- c. Must show contract pricing, if applicable to a contract.
- d. No freight charges shall be included unless the contract provides for freight terms.
- e. All invoices shall be sent to the ordering department or division. This will help to expedite your payment process. Some departments have set up e-mail addresses to which invoices should be submitted. It is advisable to request such email address when speaking to the department you are doing business with.
- f. The Town's policy is to pay within 30 days; however, Florida Law is net 45 days from the receipt of a **proper** invoice.
- g. The Town is a Tax-Exempt entity therefore all sales tax shall be excluded.
- h. The Town will pay either by Purchasing Card (credit card) or Purchase Order/Invoice. The Town will not pay any convenience fees for Purchasing Card transactions. If it is your policy to charge transaction fees, you must request a PO before an order is placed.

Packages And Deliveries

All packages must include the "ship to" address and contact information of the person who placed the order on the outside of the package. Without this information, the Town may be unable to verify delivery.

Vendor Self Service

If you are already registered as a vendor with the Town click below to visit the Vendor Self Service Portal to check information on 1099 History, Payments, Purchase Orders and Invoices that the Town has on file.





ADDENDUM TO BID DOCUMENTS

SOLICITATION ITB No. RM-21-04 Repairs and Calibration of Flow Meters and Related Devices					
2:00 PM EST					
ADDENDUM No.	1	BID DUE DATE	ON 10/21/2020	TODAY'S DATE	10/13/2020

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

RFIs

Q.1: We are interested in bidding. We request an equipment list of those items to be calibrated if possible.

A.1: Please see attached.

Q.2: I would like to request a copy of the previous Contract.

A.2: The Town piggybacked the City of Pompano Beach Contract #L-51-16. Please see attached.

Reviewed by:

Digitally signed by
Brian K. O'Connor
Date: 2020.10.13
14:03:53 -04'00'

Procurement Manager
Purchasing Division

Acknowledged by:

Contractor

Authorized Representative (*Printed*)

Title

Signature

Date

TOD Treatment Plants Equipment requiring calibration			
System II		System III	
East Influent Flowmeter	Fuji	Influent Flow	Rosemount
East Influent Flowmeter	Fuji Ultrasonic	Distribution Flow	ABB
West Influent	Thermo	Distribution Pressure	Bristol Badcock
West Influent	Thermo Scientific TX10	Well 5 flow	McCrometer
Influent Flowmeter Plant 1	Thermo	Well 6 flow	McCrometer
Effluent Flowmeter	Drexelbrook	Well 7 flow	McCrometer
Influent Flowmeter Plant 2	Thermo	Well 10 flow	Water Specialties
Effluent Flowmeter Plant 2	Siemens		
Influent Flowmeter Plant 3	Thermo		
Effluent Flowmeter Plant 3	Siemens		
System IV		System V	
Influent Flowmeter	Endress Hauser	Influent to Membrane Raw Water	Endress Hauser
Influent Flowmeter FIT-0701	Endress Hauser ProMag W	Influent to Membrane Flowmeter	Endress Hauser
Effluent Deepwell Injection Pressure	Endress Hauser	Influent to Membrane Raw Pressure	Endress Hauser
Deepwell 1 Flowmeter	Endress Hauser ProMag W	Distribution Flow FIT-0616	Endress Hauser
Deepwell 1 Flowmeter FIT-1301	Endress Hauser	Distribution Flow FIT-1616	Endress Hauser
Injection Well 1 Pressure	Endress Hauser	Distribution Pressure Side A	Endress Hauser
Injection Well 2 Flowmeter	Endress Hauser	Distribution Pressure Side B	Rosemount
Deepwell 2 Flowmeter FIT-1302	Endress Hauser ProMag W	Well FA-1 Flowmeter	Endress Hauser
Injection Well 2 Pressure	Endress Hauser	Well FA-2 "	Endress Hauser
Reclaim Effluent Flow Transmitter	Endress Hauser	Well FA-3 "	Endress Hauser
Reclaim Effluent Flowmeter	Endress Hauser ProMag W	Well FA-4 "	Endress Hauser
Reclaim Pressure Transmitter	Endress Hauser	Well FA-5 "	Water Specialties
Monitoring Well Upper Zone Flow Transmitter	Endress Hauser		
Monitoring Well Upper Zone Flowmeter	Endress Hauser ProMag W		
Monitoring Well Upper Zone Level Transmitter	Pressure Systems		
Monitoring Well Lower Zone Flow Transmitter	Endress Hauser		
Monitoring Well Lower Zone Flowmeter	Endress Hauser ProMag W		
Monitoring Well Lower Zone Level Transmitter	Keller		
Note: Plus any additional equipment to be calibrated as needed			

RESOLUTION NO. R-2016-266

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE CONTRACT FOR CALIBRATION AND REPAIR OF FLOW METERS AND RELATED DEVICES AWARDED BY THE CITY OF POMPANO BEACH (RFP #L- 51-16); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie Utilities Department is in need of contractor services for the calibration and repair of flow meters and related devices; and

WHEREAS, the City of Pompano Beach, Florida, competitively bid the contract for these services and awarded the contract to PC Controls, Inc. for these services on September 14, 2016; and

WHEREAS, after review, the Town Council wishes to approve the use of the contract awarded by the City of Pompano Beach, Florida, to P.C. Controls, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby approves the use of the contract awarded by the City of Pompano Beach to P.C. Controls, Inc. (RFP #L-51-16).

SECTION 2. The contract term is for one (1) year through September 13, 2017. There are three (3) additional one (1) year extensions available. Contract renewals will be handled administratively.

SECTION 3. The Town Council hereby authorizes the expenditure from the Utilities Department Contractual Services accounts for both Water and Wastewater. Expenditure will be dependent on usage and within established budget.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 2nd DAY OF November, 2016.

Paul
MAYOR/COUNCILMEMBER

ATTEST:
[Signature]
TOWN CLERK

APPROVED THIS 2nd DAY OF November, 2016.

9011

PC Controls – piggyback City of Pompano I-51-16

Cost



Administration	797-1030	Parks & Recreation	797-1145
Budget & Finance	797-1050	Police Department	693-8200
Development Services	797-1111	Public Works	797-1240
Engineering	797-1113	Town Clerk's Office	797-1023
Fire Department	797-1090	Utilities Department	327-3742
Human Resources	797-1010		

TOWN OF DAVIE UTILITIES 6591 Orange Drive, Davie, Florida 33314-3399

MEMORANDUM

TO: Brian O'Connor, Procurement Manager

THRU: Don Bayler, Utilities Director

FROM: John McGeary, Chief Wastewater Operator
Raul Sotelo, Chief Water Operator

COPY: Renuka M. Bajnath, Assistant Utilities Director

DATE: 09/27/2016

RE: Piggyback Pompano Beach contract (RFP: L-51-16, Resolution #2016-290)
for calibration and repair of meters and related devices.

The Town's water, wastewater and reclamation facilities are required by various regulatory agencies to accurately monitor, record and account for any and all flows entering and leaving these facilities. In addition, the Town must ensure proper calibration / certification, maintenance and or repair of all equipment used for process control in a timely manner.

The Town is requesting to piggyback the above contract in order to minimize downtime, extend the life of the equipment and continue to meet the regulatory compliance guidelines. Services include repairs, routine maintenance, modifications and calibration / certification of flow meters, analytical instrumentation and related devices at all of the utility's facilities.

PIGGYBACK BID CHECKLIST

- | | | | Completed by |
|--|--|----|--------------|
| 1. Piggyback of bid awarded by | <u>City of Pompano Beach</u> | | <u>JAM</u> |
| 2. Date of award | <u>September 14th, 2016</u> | | <u>JAM</u> |
| 3. Date of expiration | <u>September 14, 2017</u> | | <u>JAM</u> |
| 4. Date of last renewal | <u>next renewal 9/14/17</u> | | <u>JAM</u> |
| 5. Copy of bid award attached | <u>YES</u> | NO | <u>JAM</u> |
| 6. Requested item same as awarded item | <u>YES</u> | NO | <u>JAM</u> |
| 7. Approved Procurement Authorization attached | <u>YES</u> | NO | <u>JAM</u> |
| 8. Justification | <u>TOD Utilities has a wide variety of</u> <u>JAM</u>
<u>Instruments that need calibration and servicing</u> | | |
| 9. Benefit to the Town | <u>This contract allows TOD to utilize</u> <u>JAM</u>
<u>Services that a larger utility bid. Affording us</u>
<u>Competitive pricing</u> | | |
| 10. Contact information sheet attached | <u>YES</u> | NO | <u>JAM</u> |

CONTACT INFORMATION SHEET

AGENCY CONTACTED
NAME
PHONE NUMBER
DATE
COMMENTS

PC Controls
Jerry Scaggs & Norman Conway
954-568-9663
September 20, 2016

AGENCY CONTACTED
NAME
PHONE NUMBER
DATE
COMMENTS



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663 Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

Town of Davie
7351 SW 30th Street
Davie, FL 33314

September 20, 2016

Attn: John McGeary

RE: Authorization Letter

To whom it may Concern:

This letter is to indicate that P.C. Controls, Inc. is authorizing the Town of Davie to use the terms of our contract with the City of Pompano Beach, based on RFP# L-51-16, for our services. The contract is currently in effect for the period beginning September 14, 2016 through September 13, 2017. Our services and rates per the contract are provided to the Town of Davie and is applicable for the services and material provided to them.

P.C. Controls, Inc may provide proposals to you at your request. These proposals will be for material only as labor rates are defined in the contract and will not be provided on any proposals unless that work is SPECIFIED "outside of the contract" and will be billed complete per the proposal.

If there are any questions regarding this approval or any matter related to it please feel free to contact us at the number seen above in our letterhead.

Sincerely

A handwritten signature in dark ink, appearing to read "Norman", written over a horizontal line.

Norman "Paul" Conway
P.C. Controls Inc

RESOLUTION NO. 2016- 290

075.19

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND P.C. CONTROLS, INC. PROVIDING FOR REPAIRS, CALIBRATION AND/OR REPLACEMENT OF FLOW METERS AND RELATED PLAN DEVICES AT THE WATER TREATMENT PLANTS;; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Contract between the City of Pompano Beach and P.C. Controls, Inc., providing for repairs, calibration and/or replacement of flow meters and related devices, a copy of which Contract is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

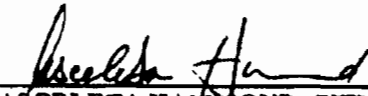
SECTION 2. That the proper City officials are hereby authorized to execute said Contract between the City of Pompano Beach and P.C. Controls, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 13th day of September, 2016.


LAMAR FISHER, MAYOR

ATTEST:


ASCELETA HAMMOND, CITY CLERK

Orig. 19

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 14th day of September, 2016, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and P.C. Controls, Inc., a Florida corporation.

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

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

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

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide the following services: Repairs, Calibration and Replacement of new and existing Flow Meters and Related Plant Instrumentation Devices upon the terms and conditions herein set forth in the advertised RFP L-51-16.

3. Scope of Work. Contractor will provide the services to be rendered as submitted and set forth in Exhibit "A", attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City with City Commission approval, shall have the option to renew this contract for three (3) additional one year periods upon the written consent of both the City and the Contractor, and provided that City will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement and RFP L-51-16 submittal by P.C. Controls as follows:

Payment of *Not to Exceed Fixed Fee* of \$60.00 per hour for work completed during regular work times M-F 7:00a- 4:00p

OR

Not to Exceed Fixed Fee of \$89.00 per hour for work completed all other times than above

AND

Materials Markup

Not to Exceed Fixed Fee of 1.2 times cost (20%)

FOR AN ANNUAL LABOR COST NOT TO EXCEED THE AMOUNT OF \$100,000.00

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on Completion of work or/and delivery of materials.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

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

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

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

If to Contractor: P.C. Controls, Inc.
Norman Conaway
132 NE 30th Street
Wilton Manors, FL 3334

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

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

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

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

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

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

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

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

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

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

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

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

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

23. Public Records.

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

1. Keep and maintain public records required by the City in order to perform the service.

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

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

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

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

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

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

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

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and

specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

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

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

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

Witnesses:

CITY OF POMPANO BEACH

Christine Kendel

By:

LAMAR FISHER, MAYOR

Shelly R Bartholomew

By:

DENNIS W. BEACH, CITY MANAGER

Attest:

Ascelita Hammond
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM

MARK E. BERMAN, CITY ATTORNEY

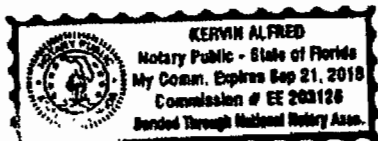
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of September, 2016 by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

Kervin Alfred
NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred
(Name of Acknowledger Typed, Printed or Stamped)



"CONTRACTOR"

P.C. Controls Inc.

Witnesses:

[Signature]

Sandra E. Scaggs
(Print or Type Name)
[Signature]

Javier Vazquez
(Print or Type Name)

By: [Signature]

Print Name: NORMAN CONAWAY

Title: PRESIDENT / OWNER

Business License No. 68-078 9111

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 29th day of August, 2016, by Norman Conaway as President of P.C. Controls Inc., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced Florida Drivers License (type of identification) as identification.

NOTARY'S SEAL:



OSCAR ZELAYA
MY COMMISSION # FF 117427
EXPIRES: April 28, 2018
Reduced Rate Budget Notary Services

[Signature]

NOTARY PUBLIC, STATE OF FLORIDA

OSCAR Zelaya

(Name of Acknowledger Typed, Printed or Stamped)
FF 117427

Commission Number

Exhibit A
Proposal

PC
CONTROLS
INC

Repairs & Calibration of Flow meters and Related Devices
RFP# L-51-16

Prepared by
P. C. CONTROLS, INC.
132 NE 30th Street
Wilton Manors, FL 33334

Norman Paul Conway
954 568-9663

Submitted for your consideration 6/8/76

PC
CONTROLS
INC

Table of Contents

- Letter of Transmittal
- Pompano RFQ
- Rates and Fees
- Proposal
- References
- Insurance Certificate
- Workers Compensation / Pompano Waiver
- Copies of Forms



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663, Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

Attn: Purchasing Department

RE: Letter of Transmittal

To whom it may concern;

In compliance with the fulfillment of the requirements of the Request for Proposal "Repairs & Calibration of Flow Meters and Related devices" RFP# L-51-16, P C Controls Inc would like to present the proposal entitled "Repairs & Calibration of Flow Meters and Related devices" RFP# L-51-16, in accordance with your instructions.

The main purpose of the attached documents is to propose rates and services we would like to provide for your city under this RFP. We feel strongly that we are an ideal candidate for this since we have provided these services on a Time and Material basis for almost a decade. This will also help reduce overhead cost by providing you a single point of contact for all related material and services to this proposed contract.

We hope that this proposal will meet your approval.

Sincerely

Norman P. Conaway
P.C. Controls, Inc.



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
L-51-16**

**REPAIRS AND CALIBRATION OF FLOW METERS AND
RELATED DEVICES**

**RFP OPENING: JULY 7, 2016, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

June 9, 2018

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

L-51-16

Repairs and Calibration of Flow Meters and Related Devices

The City is seeking proposals from qualified firms for the repair and calibration of flow meters and related devices for the City of Pompano Beach Utilities Department.

The City will receive sealed proposals until 2:00 p.m. (local), July 7, 2018. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

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

Introduction

Various regulatory agencies require the Water Treatment Plant, Reuse Treatment Plant, Well Fields and Field Operations to calibrate flow meters and other control instrumentation. This is essential to ensure that all data is properly recorded as it relates to the quality of the treatment process. Contractor will perform services upon request from the City as needed throughout the contract period to repair, calibrate, and certify flow meters and related devices for the Utilities Department. If repairs are no longer viable or not cost effective, replacement and installation will be provided at the City's sole discretion and acceptance of quote. Items on City's Capital Replacement Plan may also be included, at the City's sole discretion and acceptance of quote.

This agreement references the terms, conditions, prices, and specifications of the agreement between the City of Pompano beach and the Contractor for repairs, calibration and/or replacement of flow meters and related devices at the City's Water Treatment Plants as specified herein. The Contractors shall furnish all labor, services, materials, supplies, equipment, and transportation required.

1. Scope of Services

The scope of services is designed to minimize instrument downtime and maximize the lifetime and productivity of the City's analytical instrumentation as well as meet regulatory compliance guidelines. Services required include repair, modification,

maintenance and/or replacement of related instrumentation and/or calibration and certification of flow meters and related devices within the Water Plant service area.

2. Tasks/Deliverables

- A. Proposer must be capable of providing calibration and services to all types, makes and models of flow meters, level transducers, process control instrumentation, remote terminal units, and all data transmitting devices. Meters shall be calibrated using test equipment and calibrators, the accuracy of which is traceable to NIST standards. The Proposer must maintain the certification records of the test equipment and calibrators and provide copies of the certifications upon request by the City.
- B. The Proposer will provide a written report with a cover sheet stating the work performed for the week or month and notations of any items needing correction. The report must contain a calibration sheet for each flow meter, and related devices calibrated during that month, with the following information:
 - Name and location of the meter
 - Date of calibration
 - Type of meter
 - Manufacturer and serial number
 - Calibration range
 - "As found" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range.
 - "Final" calibration; PV input and corresponding milliamp output at 0, 25, 50, 75, and 100% of range and percentage of error.
 - List of the calibration equipment used.
- C. Proposer will complete additional calibration services as requested by Utilities staff.
- D. Response time for service request events must not exceed 24 hours from the time of notification.
- E. Proposer will be supplied with the name(s) and telephone number(s) of the appropriate contact person(s) for the City under this Contract. Proposer will be required to report to the specified contact person prior to performing any work required by the scope of services.
- F. Whenever possible, Proposer shall utilize City-owned stocked parts and materials, as necessary to perform needed service. If City-owned and stocked parts are not available, Proposer shall provide parts and materials, which will be of first-rate quality. The Proposer shall maintain a reasonable stock of parts and materials available on a 24-hour basis sufficient to satisfy the anticipated demands of this Contract.
- G. All parts removed from service must be returned to the City's authorized personnel. Proposer will be responsible for the disposal of any non-repairable parts.

- H. Proposer will provide all labor, and tools necessary to perform calibration and instrumentation repair and/ or replacement services by Proposer or Proposer sub-contractor and approved by City.
- I. To prevent injury to City staff, all equipment and tools, used by Proposer or Proposer sub-contractor, must be properly put away when Proposer is not present. Any debris created as a result of the maintenance/repair service/replacement must be removed by Proposer daily.
- J. If repairs are no longer viable nor cost effective, replacement and installation will be provided at the City's sole discretion and acceptance of quote. Items on City's Capital Replacement Plan may also be included, at the City's sole discretion and acceptance of quote. The quote must include description of proposed replacement equipment with make/model number, equipment cost, estimated shipping, any installation cost, any warranty information and estimated time for delivery.

3. **Term of Contract**

Contract term will be one (1) year commencing upon award by the appropriate City officials. The City reserves the right to renew this agreement for three (3) additional one year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

4. **Local Business Program**

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division:
http://pompanobeachfl.gov/index.php/pages/dev_scv_btr/btr

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in all of its procurements.

5. **Small Business Enterprise Program**

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in all of its procurements.

6. Required Proposal Submittal

Submission/Format Requirements

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

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

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the

person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Fees & Costs:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and quantities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Proposers must include the chart below and provide the cost per hour, extended cost and mark-up in their response.

Description	Est. Hours	Cost/Hour	Extended Cost
Cost per hour for work completed during regular work times, M-F, 7:00 a.m. -4:00 p.m.	500	\$ 60.00	\$ 30,000.00
Cost per hour for work completed during all other times other than above	100	\$ 89.00	\$ 8,900.00
	Mark-up		
Proposers cost of materials, multiplied by mark-up for profit, overhead, etc. (Example \$4,000 x 1.1 = \$4,400.00)	1.2		
Note: The above hourly rates and materials mark-up % will remain in effect for the entire term of the contract.			

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

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

City Forms:

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

7. Insurance

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

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

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

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

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

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

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

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

- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE * Policy to be written on a claims incurred basis		
XX comprehensive form	bodily injury and property damage	
XX premises - operations	bodily injury and property damage	
— explosion & collapse hazard		
— underground hazard		
XX products/completed operations hazard	bodily injury and property damage combined	
XX contractual insurance	bodily injury and property damage combined	
XX broad form property damage	bodily injury and property damage combined	
XX independent contractors	personal injury	
XX personal injury		
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate	

AUTOMOBILE LIABILITY: Minimum \$200,000 Per Occurrence and \$300,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
— owned
— hired
— non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY		Per Occurrence	Aggregate
— other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

PROFESSIONAL LIABILITY	Per Occurrence	Aggregate
XX * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

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

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

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-25
2.	References History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20
3.	Resources and Methodology Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-25
4.	Cost Including the overall project-task budget and itemized cost breakdowns.	0-30
	Total	0-100

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

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

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

The City Commission has the authority to (including, but not limited to): approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission

9. Hold Harmless and Indemnification

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

10. Retention of Records and Right to Access

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

11. Communications

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

12. No Discrimination

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

13. Independent Contractor

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

14. Staff Assignment

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

15. Contract Terms

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

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

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

16. Waiver

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

17. Survivorship Rights

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

18. Termination

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

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

19. Manner of Performance

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

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

20. Acceptance Period

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

21. RFP Conditions and Provisions

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

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

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

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

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

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

22. Standard Provisions

a. Governing Law

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

b. Licenses

In order to perform public work, the successful Proposer shall:
Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

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

d. Drug Free Workplace

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

e. Public Entity Crimes

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

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense,

royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Permits

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

h. Familiarity With Laws

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

i. Withdrawal Of Proposals

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

j. Composition Of Project Team

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

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

l. Public Records

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

- a. Keep and maintain public records required by the City in order to perform the service;

- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - d. 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.
2. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

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

23. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@cityofpb.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4088 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

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

PROPOSER INFORMATION PAGE

RFP- L-51-16, Repairs and Calibration of Flow Meters and Related Devices

To: The City of Pompano Beach, Florida

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

Proposal submitted by:

Name (printed) Jerrey Scotts Title VP / Administrator

Company (Legal Registered) P.C. Controls INC

Federal Tax Identification Number 65-0789111

Address 132 NE 30th Street

City/State/Zip W. Homestead, FL 33334

Telephone No. 954-568-9663 Fax No. 954-563-0919

Email Address pccontrolsinc@bellsouth.net



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663 Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

Attn: Purchasing Department

RE: Rates and Fees

These rates are reflective of PC Controls contracted rates and are lower than rates currently being provided to customers not under contract.

Labor rates are for hours between 7 am and 4 pm Monday through Friday. Please see Pompano RFQ provided table for Overtime rates, included in initialed RFQ, page 4, which is attached and part of this proposal.

Rates:	Lead Technician	\$60.00 an hour
	On occasion when site personnel is unable to assist there may be a need for a second technician to be onsite with the Lead Technician – such as confined space.	
	Technician 2	\$30.00 an hour

Note: Please be aware that PC Controls charges and minimum of 3 hours on service calls.

Material	1.2 (in no case will PC Controls charge more than this for material)
Mark-up	Freight charges will be prepaid and added to related invoices

Certification	All Transmitter Types	\$49.00 each
Fees:		

Travel Time: Technician rate will be charged both ways (portal to portal).

Fuel Surcharge \$10.00 / per visit (Broward County)

Note: this fee was suspended at the beginning of 2016 fiscal year and we reserve the right to reinstate it should fuel costs increase to unacceptable levels.

Sincerely

Norman P. Conway
P.C. Controls Inc



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 562-9663 Fax: (954) 563-0919
E-mail: pcccontrolsinc@bellsouth.net

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

Attn: Purchasing Department

RE: RFP# L-51-16 - Repairs & Calibration of Flow meters and Related Devices

PROPOSAL

To whom this may concern,

We are pleased to submit our proposal for "Repair & Calibration of Flow meters and Related Devices". This proposal is provided per the scope of work detailed in RFP# L-51-16 dated June 9, 2016. It is understood that this bid is for a contract period of one (1) year and renewable for three (3) additional one (1) year contract periods with approved modifications if any.

Scope of Services

P.C. Controls, Inc (PCCI) is capable of providing you the customer (CITY) with quality repair and calibration of Flowmeters and related devices for the City of Pompano Beach Utilities Department (PBWTP). We feel that we are able to state this based on past service provided to the water plant and the familiarity with the equipment resulting from the service. PCCI can provide calibration and other related services to all types, makes and models, of Flow Meters, Level Transducers, Pressure Transmitters, Process Control Instrumentation including Remote Terminals and all data transmitting devices used in these processes at PBWTP, PB RE-USE Plant, Well fields and other field locations/operations (identified collectively as PBWTP in this proposal from this point forward).

Calibrations will be conducted and documented as needed during normal operations of PBWTP on an ongoing basis. Formally documented calibrations (Certifications) should be conducted at least annually to satisfy any obligations to monitoring agencies such as South Florida Water Management District (SFWMD). Copies of certification documents are attached and made part of this document, these documents are approved documents for these monitoring agencies. This alone does not ensure that PBWTP is working properly. PCCI has instituted a "Flow Meter Accounting Method" that monitors Influent and Effluent equipment to verify that water coming into PBWTP equals the amount of water going out. Performing this check can reveal the possibility of a problem before it has a chance to develop into something much larger.

In the event any equipment needs to be repaired or replaced and all efforts have been used to correct the situation. Any repairs that need to be made that involves removing CITY owned equipment from PBWTP will be sent to manufacturers for repair using all due caution. Repair costs will be passed on to CITY at markup to cover any handling of such equipment. Equipment needing replaced in the event that no CITY stock is available to use as a replacement, will be provided at markup. Equipment replaced will be replaced with new equipment equaling or surpassing the equipment being replaced. Equipment that could be provided by an alternate manufacturer to the original equipment, due either to obsolescence or cost savings will meet or exceed original equipment specifications and will only be acquired with PBWTP approval. All related documentation will be provided to PBWTP.

PCCI offers to the CITY our services for PBWTP with a response time of 24 hours along with 24 hour emergency on-call services. Additionally, a report will be provided on a monthly basis to a designated party summarizing the work that was completed for PBWTP, including any items that may need further corrective action and equipment calibrations.

PCCI will provide these services at rates and markup as seen on the attached 'Rates and Fees' as well as those detailed in the provided table included in initialed RFQ, page 5, which is attached and part of this proposal and remain in effect for the contract period. PCCI also warrants its work for services provided in the following manner. Equipment - PCCI provides that all equipment it installs is warranted by the manufacturer and ensures that said equipment is repaired accordingly for CITY. Any installation performed by PCCI in which the manufacturers' equipment is not the result of a failure, and only if PCCI was responsible for the failure, labor costs resulting from the corrective action will be not be charged.

Qualifications

PCCI is a service-oriented company working primarily in the Water and Wastewater industry in Florida and has been providing services to these customers since 1997. PCCI has a vast knowledge of all types of instrumentation, including Flow, Pressure, Level and pH. Our experience comes from all phases of work - Installation, Maintenance, Repairs and Calibrations.

PCCI uses test equipment/instrumentation and technology that is considered among the best in the industry for providing these services. All equipment is maintained at or above manufacturers' specification and calibration equipment used to certify the accuracy of CITY equipment is itself certified and meets or exceeds NIST standards. Certifications for test equipment are maintained and available at CITY requests. MSDS for industry calibration standards (pH, Conductivity et al) are available at CITY requests.

From Flowmeters to Level transmitters to recording devices like Chart recorders or Totalizers, from stand-alone applications to a complete loop including remote operation PCCI should be your first call. PCCI not only will we be able to satisfy any instrumentation needs but can also work on many other industry equipment needs including valve actuators, pump controls, VFD's and others to many to mention.

We calibrate and certify equipment and provide documentation of the calibrations that will meet CITY or other regulatory agencies specific needs. PCCI uses equipment that either meets or exceeds NIST standards to provide the most accurate calibrations. PCCI provides proof of calibration with both a sticker, with the date of calibration on the equipment, and a "certificate" kept on file for a minimum of 3 years. PCCI helps keep your equipment in compliance by notification when the calibrations are due and scheduling them within any needed timeframe.

P.C. Controls is not a manufacturer's distributor so it is not obligated to provide CITY with a solution from a single line of product but will provide a solution that best fits PBWTP needs and budget. PCCI operates under the Broward County License 329-0031043 and attached certificate of competency. PCCI a Local Business is SBE certified in Broward County and a copy of that certification is attached to this bid. This along with the attached Qualification Statement and other associated proposal documents should clarify any questions regarding the Firms ability and eligibility to perform services for CITY.

In addition PCCI agrees to subject to any required background check. Proof of Insurance coverage is provided and attached to satisfy the requirements of CITY special conditions. PCCI does not carry Worker's Compensation and is not required to do so according to Florida Law. A copy of the Exemption for the owner as well as a copy of a waiver letter that is on file at CITY currently is attached for your reference. PCCI does however provide full medical benefits to its employees. PCCI agrees to hold CITY harmless as defined in the "Indemnification" paragraphs of RFP# L-51-16 and agrees to other paragraphs not specifically addressed in this proposal but referenced in the aforementioned RFP.

Mark-up: PCCI uses only a mark-up of 1.2. This markup is applied to the cost of any purchases or repairs made on behalf of or for CITY. Under no circumstances will a mark-up greater than that stated previously be used. PCCI discounts from manufacturers and distributors often provide pricing less than list price even after the mark-up is applied.

Sincerely

Norman P. Conaway
P.C. Controls Inc



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663 Fax: (954) 563-0919
E-mail: pcccontrolsinc@bellsouth.net

City of Pompano Beach
1205 NE 5th Ave
Pompano Beach, FL 33060

Attn: Purchasing Department

RE: RFP# L-51-16 - Repairs & Calibration of Flow meters and Related Devices

REFERENCES

To whom this may concern,

We are pleased to submit our references which are current customers in the industry.

1.) City of Coral Springs
3800 NW 85th Ave
Coral Springs, FL 33065
Contact: Brian Heller
954 345-2162

2.) Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Contact: Don Ray
561 965-4022

3.) City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004
Contact: Phil Skidmore
954 924-6800 X3616



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663, Fax: (954) 563-0919
E-mail: pcccontrolsinc@bellsouth.net

Certified Flow Meter Test Record

Customer: _____
Consumptive Use Permit # _____
Test Site _____ District ID# _____
Contact _____ Number _____
Meter Model _____ Serial# _____
Meter Accessories _____
Pipe Information
Material _____
Line Size _____ OD _____ Thickness _____ WT _____
Transducer Spacing _____ Distance from Meter installation is _____

Test Information using Fuji Porta-Flow Ultrasonic Flowmeter

Test performed @ _____ GPM
Initial Meter Reading at Calibration Start: _____ X _____ End: _____ X _____
_____ Gallons Totalized in _____ Seconds Average _____ GPM
Test Meter Reading at Calibration Start: _____ 0 _____ X _____ 1 _____ End: _____ X _____ 1 _____
_____ Gallons Totalized in _____ Seconds Average _____ GPM
Meter Tested in _____ % Accuracy Last Meter Test _____ Last Accuracy _____

Comments: Prior to calibration meter was reading _____ % of test meter - Site meter read _____ GPM and test meter read _____ GPM.

Performed By: _____

Date: _____

This is to certify that the above listed equipment has been calibrated and meets or exceeds all published specifications. Calibration was performed using standards and/or instrumentation whose accuracy are traceable to the N.I.S.T.

Signature : _____



CERTIFICATE OF LIABILITY INSURANCE

PCCON-C

OP ID: WM

DATE (MM/DD/YYYY)
01/09/2016

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

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

PRODUCER Sims & Whitney Corp Office Sims & Whitney, LLC 198 Glades Rd Suite C Boca Raton, FL 33432		CONTACT Tel: 561-210-8715 Fax: 561-210-8718 Email: [redacted]	
INSURED P C Controls, Inc. Jerry Scaggs 132 NE 36th Street Wilton Manors, FL 33334		INSURANCE AFFORDING COVERAGE	
		POLICY A: National Insurance Co	NAIC # 17370
		POLICY B: Nationwide Ins Co Of America	NAIC # 28493
		POLICY C:	
		POLICY D:	
		POLICY E:	
		POLICY F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE ASSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY PERIOD (MM/DD/YYYY)	LIMITS	
A COMMERCIAL GENERAL LIABILITY ☒ CLAIM-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES FOR: ☒ POLICY ☐ PRO. ☐ LOC OTHER: _____	000023005	12/29/2015	12/29/2016	EACH OCCURRENCE (SUBJECT TO RETENT) PRODUCTS (per occurrence)	\$ 1,000,000 \$ 500,000
				MED EXP (Any one person)	\$ 5,000
				PERSONAL & ADV INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 2,000,000
				PRODUCTS - COMPOUND AGG	\$ 2,000,000
				OTHER	\$
B AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ☒ SCHEDULED AUTOS HIRE AUTOS ☐ NON-OWNED AUTOS	ACPBAZ6064825042	10/27/2015	10/27/2016	OWNED SINGLE LIMIT (per accident)	\$ 1,000,000
				BODILY INJURY (per person)	\$
				BODILY INJURY (per accident)	\$
				PROPERTY DAMAGE (per accident)	\$
				OTHER	\$
UMBRELLA LIAB EXCESS LIAB				EACH OCCURRENCE	\$
				AGGREGATE	\$
DED RETENTION \$				OTHER	\$
PRODUCER COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Indicate in 100) Description of operations below:	Y/N N/A			EL EACH ACCIDENT	\$
				EL DISEASE - EA EMPLOYEE	\$
				EL DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (GOODS IN, Additional Vehicle Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH RESPECTS TO COMMERCIAL GENERAL LIABILITY AS THEIR INTEREST MAY APPEAR WHEN REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER CITY OF POMPANO BEACH 1205 NE 5TH AVE. POMPANO BEACH, FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 26 (2014/01)

The ACORD name and logo are registered marks of ACORD

PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION
NON-CONSTRUCTION INDUSTRY
CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA
WORKERS' COMPENSATION LAW



EFFECTIVE: 02/27/2012 EXPIRATION DATE: N/A

PERSON: NORMAN P CONAWAY

FEN: 650789111

BUSINESS NAME AND ADDRESS:

F C CONTROLS INC
132 NE 26TH ST
WITCH HAVEN, FL 32234

SCOPE OF BUSINESS OR TRADE:

1- OFFICE MACH INSTALL/REPAIR 5191

IMPORTANT

F Pursuant to Chapter 448.06(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not receive benefits or compensation under this chapter.

H Pursuant to Chapter 448.06(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt.

E Pursuant to Chapter 448.06(12), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

QUESTIONS? (850) 413-1606

CUT HERE

• Carry bottom portion on the job, keep upper portion for your records.



JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 12/13/2014

EXPIRATION DATE: 12/14/2016

PERSON: SCAGGS

JERRY

E

FEIN: 850789111

BUSINESS NAME AND ADDRESS:

P C CONTROLS INC

132 NE 30TH STREET

WILTON MANORS FL 33334

SCOPE OF BUSINESS OR TRADE:

OFFICE MACHINE
INSTALLATION, I

Pursuant to Chapter 440.08(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.08(12), F.S., Certificates of election to be exempt, apply only when the scope of the business or trade listed on the notice of election is to exempt. Pursuant to Chapter 440.08(13), F.S., Notice of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 06-13

QUESTION 7 (350)13-1609

City of Pompano Beach, Florida
Water Treatment/Flume Florida
1285 W.E. 30th Avenue, Pompano Beach, Florida 33069
p: 954.686.7910 | f: 954.686.7946

Date: February 11, 2016

PC Controls Inc.
132 NE 36th Street
Wilton Manors, FL 33334

Dear vendor,

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation Insurance to or for these employees. The State of Florida allows your company to operate without insurance, however, you are required by the state to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of the lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The City of Pompano Beach requires: ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at the Purchasing Office, Building C, 1190 W.E. 3 Avenue, Pompano Beach, 33069. If you have any questions about this letter please telephone me at (954) 786-4099.

Very truly yours,

Lori Prout,
Office Assistant II

Vendor company name has provided notice(s) detailing the absence of Workers' Compensation Insurance coverage, as required by the State of Florida. Vendor company name agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

WPC Controls
Signature

2-11-16
Date

Norman P. Conroy / President - Owner
Name and Title (print)

APPROVED
FOR SIGNATURE
ON
BY 02-11-16
JFM

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

Item Number: 27.

To: Mayor and Councilmembers

From: Don Bayler, Utilities

Prepared By: Heidi G. Klemm - Utilities

Subject: Resolution

Affected District: Town Wide

Item Request: Schedule for Council Meeting

Title of Agenda Item: **CONTRACT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE CONTRACT FOR CALIBRATION AND REPAIR OF FLOW METERS AND RELATED DEVICES AWARDED BY THE CITY OF POMPANO BEACH (RFP #L-51-16)**

Executive Summary: The Utilities Department must maintain, repair and calibrate flow meters to maintain regulatory compliance and accurately record flows.

Key Points:

- The Utilities Department is required, by various regulatory agencies, to accurately monitor any and all flows entering or leaving our treatment facilities.
- The Departments' flow meters must be maintained, repaired and calibrated to ensure accuracy and maintain regulatory compliance.
- The City of Pompano Beach competitively bid a contract for the maintenance, repair and calibration of flow meters and related devices.
- The City of Pompano Beach awarded the contract to P.C. Controls for a one (1) year period with three (3) additional one (1) year renewal options available.
- Utilizing the contract awarded by Pompano Beach affords the Town lower pricing based on larger quantities being bid.
- Utilizing this contract also ensures that we remain in regulatory compliance.

Previous Actions: N/A

Concurrences: The Utilities Department and Procurement Manager have reviewed and approved the use of this contract.

Fiscal Impact:

Has request been budgeted? Yes

If yes expected cost: Dependent on usage and within established budget.

Account name and number: 400.60.145.533-53401-Contractual Svcs (Water); 400.60.148.535-53401-Contractual Svcs (Wastewater)

If no, amount needed:

Account name funds will be appropriated from

Additional Comments Funding would be identified prior to being spent.

Recommendation: Motion to approve**Strategic Goals This Item Supports:**

Commitment to Customer Satisfaction, Dedication to Excellence in Service Delivery, Nurturing the health, safety, and welfare of the community

ATTACHMENTS:

File Name	Description
☐ <u>R2016 PIGGYBACK FLOW METER CALIBRATION.docx</u>	Resolution
☐ <u>PC CONTROLS BACKUP 1016.pdf</u>	PC Controls Contract Backup



CONTRACT RENEWAL

This contract renewal by and between the Contractor and the Town of Davie defined below shall be effective as of the date this Contract Renewal is fully executed. To the extent the contract requires the Town to issue a Notice of Contract Renewal for purposes of exercising the renewal option, this written document shall serve as such Notice of Contract Renewal.

Town Department:	Utilities
Solicitation Type:	☐ Formal ☐ Informal ☒ Piggyback

TOWN OF DAVIE CONTRACT	
Company Name:	P.C. Controls, Inc.
Company Contact Person:	Norman Paul Conway, President
Phone Number:	954-568-9663
Email:	pccontrolsinc@bellsouth.net
Town Contract No.:	PB-RM-18-01
Lead Agency Name:	City of Pompano Beach
Lead Agency Solicitation No.:	L-51-16
Lead Agency Solicitation Title Name:	Repairs and Calibration of Flow Meters and Related Devices
Lead Agency Contract Award Date:	September 14, 2016
Town Award Resolution(s) Number:	R-2016-266
Current Contract Term:	First 1 year renewal
Annual Contract Amount:	Depends on department's approved budget usage

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

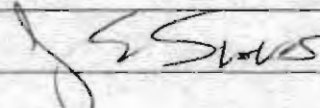
NEW CONTRACT TERM	
Beginning Date of New Contract Term:	9/14/2017
End Date of New Contract Term:	9/13/2018

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

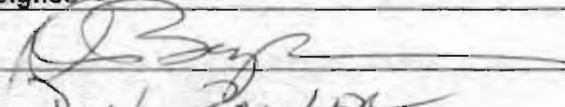
2. **SUCCESSORS AND ASSIGNS.** This Contract Renewal shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Contract Renewal, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Contract Renewal and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Contract Renewal to be duly executed by their authorized representatives.

CONTRACTOR

Company Full Legal Name: (PLEASE TYPE OR PRINT)	P.C. Controls Inc
Authorized Signature:	
Printed Name and Title of Person Signing:	Jeremy E. Scobles
Date:	9/14/17
Company Address	132 NE 30th St., W.ilton Manors, FL 33334

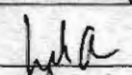
TOWN OF DAVIE - Department Director or designee

Authorized Signature:	
Print Name:	DON PAYLOR
Date:	9/15/17

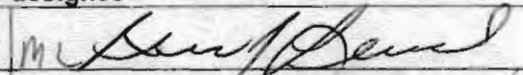
TOWN OF DAVIE – Procurement Manager or designee

Authorized Signature:	
Print Name:	Brian C. O'Connor
Date:	9/10/2/17

TOWN OF DAVIE – Budget and Finance Director or designee

Authorized Signature:	
Printed Name:	W. H. Allen
Date:	10.3.17

TOWN OF DAVIE – Town Administrator or designee

Authorized Signature:	
Printed Name:	RICHARD J. LEMACK
Date:	10-5-17



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

August 8, 2017

Normay Paul Conaway, President
P.C. Controls, Inc.
132 NE 30th Street
Wilton Manors, FL 33334

Via Facsimile: (954) 563-0919 and Email: pccontrolsinc@bellsouth.net

Dear Mr. Conaway,

This letter is to confirm the City of Pompano Beach is exercising the contract renewal option with your company for L-51-16 "Repairs and Calibration of Flow Meters and Related Devices." This renewal will be for one year from September 14, 2017 to September 13, 2018.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew you must return this form to the Purchasing Division at purchasing@copbfl.com by August 21. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786-4098.

Thank you for your continued cooperation.

Very truly yours,

Jeff English
Purchasing Agent

cc: file

☒ I hereby agree to a one-year extension of the subject contract.

☐ I am unable to provide a one-year extension of the subject contract.

Signature

Name (print)

Date

8/8/17

Jeffrey E. Scablis



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

December 19, 2016

Norman Paul Conway, President
P.C. Controls, Inc.
132 N.E. 30th Street
Wilton Manors, Florida 33334

Via Email: pccontrolsinc@bellsouth.net

Dear Mr. Conway,

Our contract with your company for Repairs and Calibration of Flow Meters and Related Devices awarded with RFP L-51-16 allows the City to purchase parts and materials, including equipment on the City's Capital Replacement Plan at a 1.2 multiplier mark-up over your cost of materials. As agreed to at the December 13, 2016 meeting with Jerry Scaggs for the City will require the documentation listed below for parts and equipment purchased that are \$1,000 or more in price.

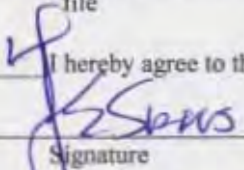
1. Each quote for a part(s) or equipment being purchased with a cost of \$1,000 or more for the item will include the manufacturer's cost being charged to PC Controls, Inc. in the description on the quote.
2. Each invoice for a part(s) or equipment purchased with a cost of \$1,000 or more for the item will include a copy of the manufacturer's invoice to PC Controls, Inc. to document the 1.2 multiplier mark-up for the item(s) listed on the invoice.

Please confirm P.C. Controls, Inc.'s agreement to these terms where indicated below. Please return this letter to the Purchasing Division by email to Purchasing@copbfl.com. Thank you for your cooperation in this matter. Please call me if you have any questions at (954) 786-4098. We look forward to a continued successful relationship with your company.

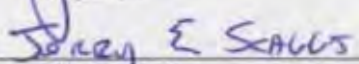
Sincerely,

Cassandra LeMasurier
Purchasing Supervisor

cc: Phil Hyer, Utilities Treatment Plant Superintendent
file

 I hereby agree to the terms above for the subject contract.

Signature


Name (print)

12-21-16
Date



CONTRACT RENEWAL

This contract renewal by and between the Contractor and the Town of Davie defined below shall be effective as of the date this Contract Renewal is fully executed. To the extent the contract requires the Town to issue a Notice of Contract Renewal for purposes of exercising the renewal option, this written document shall serve as such Notice of Contract Renewal.

Town Department:	Utilities
Solicitation Type:	☒ Formal ☐ Informal ☒ Piggyback

TOWN OF DAVIE CONTRACT	
Company Name:	PC Controls
Company Contact Person:	Norman Paul Conway
Phone Number:	954-568-9663
Email:	pccontrolsinc@bellsouth.net
Town Contract No.:	PB-RM-18-01
Lead Agency Name:	Pompano Beach
Lead Agency Solicitation No.:	L-51-16
Lead Agency Solicitation Title Name:	Repairs and Calibration of Flow Meters and Related Devices
Lead Agency Contract Award Date:	09/14/16
Town Award Resolution(s) Number:	R-2016-266
Current Contract Term:	second renewal term - 1 year
Annual Contract Amount:	Within Established Budget

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	September 14, 2018
End Date of New Contract Term:	September 13, 2019

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Contract Renewal shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Contract Renewal, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Contract Renewal and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Contract Renewal to be duly executed by their authorized representatives.

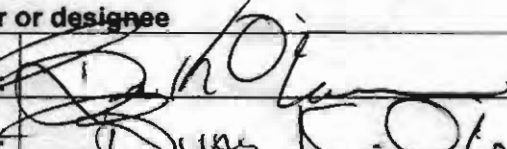
CONTRACTOR

Company Full Legal Name: (PLEASE TYPE OR PRINT)	P.C. Controls Inc
Authorized Signature:	[Signature]
Printed Name and Title of Person Signing:	Jerry E. Scobbs - VP / Administration
Date:	8/23/18
Company Address	132 NE 30th St., Winton Manor, FL 33334

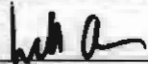
TOWN OF DAVIE – Department Director or designee

Authorized Signature:	[Signature]
Print Name:	Renuka Mohammad - Bayrak
Date:	8-29-18

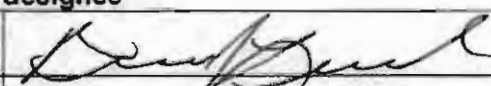
TOWN OF DAVIE – Procurement Manager or designee

Authorized Signature:	
Print Name:	Susan K. O'Connor
Date:	9/18/18

TOWN OF DAVIE – Budget and Finance Director or designee

Authorized Signature:	
Printed Name:	Lila Acker
Date:	9.20.18

TOWN OF DAVIE – Town Administrator or designee

Authorized Signature:	
Printed Name:	Richard J. Lemack
Date:	ML 9.27.18



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

July 18, 2018

Norman Paul Conaway, President
P.C. Controls, Inc.
132 NE 30th Street
Wilton Manors, FL 33334

Via Facsimile: (954) 563-0919 and Email: pccontrolsinc@bellsouth.net

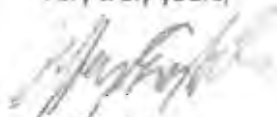
Dear Mr. Conaway,

This letter is to confirm the City of Pompano Beach is exercising the contract renewal option with your company for L-51-16 "Repairs and Calibration of Flow Meters and Related Devices." This renewal will be for one year from September 14, 2018 to September 13, 2019.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew you must return this form to the Purchasing Division at purchasing@copbfl.com by July 25. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786-4098.

Thank you for your continued cooperation.

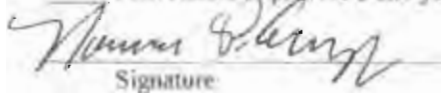
Very truly yours,


Jeff English
Purchasing Agent

cc: file

☒ I hereby agree to a one-year extension of the subject contract.

☐ I am unable to provide a one-year extension of the subject contract.


Signature

7-19-18
Date

Norman P. Conaway
Name (print)



CONTRACT RENEWAL

This contract renewal by and between the Contractor and the Town of Davie defined below shall be effective as of the date this Contract Renewal is fully executed. To the extent the contract requires the Town to issue a Notice of Contract Renewal for purposes of exercising the renewal option, this written document shall serve as such Notice of Contract Renewal.

Town Department:	Utilities
Solicitation Type:	☐ Formal ☐ Informal ☒ Piggyback
Description of Services:	Repairs and Calibration to Meters and other related devices.
Reason for Renewal	Products and Services that are obtained through this contracted vendor.

TOWN OF DAVIE CONTRACT	
Company Name:	PC Controls
Company Contact Person:	Jerry Scaggs
Phone Number:	954-568-9663
Email:	pccontrolsinc@bellsouth.net
Town Contract No.:	PB-RM-18-01
Lead Agency Name:	City of Pompano Beach
Lead Agency Solicitation No.:	RFP # L-51-16

Lead Agency Solicitation Title Name:	Repairs and Calibration of Flowmeters and Related Devices
Lead Agency Contract Award Date:	9/14/16
Town Award Resolution(s) Number:	R-2016-266
Current Contract Term:	Last Year Renewal
Annual Contract Amount:	Over \$25,000.00/Year

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	9/14/19
End Date of New Contract Term:	9/13/20

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Contract Renewal shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Contract Renewal, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Contract Renewal and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Contract Renewal to be duly executed by their authorized representatives.

CONTRACTOR

Company Full Legal Name: (PLEASE TYPE OR PRINT)	PC Controls, Inc.
Authorized Signature:	<i>Jerry E Scaggs</i>
Printed Name and Title of Person Signing:	Jerry E Scaggs
Date:	9/10/19
Company Address	132 NE 30th Street, Wilton Manors, FL 33334

TOWN OF DAVIE – Department Director or designee

Authorized Signature:	<i>Renuka</i>
Printed Name Signing:	Renuka Mohammed
Date:	9/11/19

TOWN OF DAVIE – Procurement Manager or designee

Authorized Signature:	<i>Brian</i>
Printed Name Signing:	Brian C O'Connor
Date:	9-12-19

TOWN OF DAVIE – Budget and Finance Director or designee

Authorized Signature:	<i>Bill</i>
Printed Name Signing:	Bill Allen
Date:	9.12.19

TOWN OF DAVIE – Town Administrator or designee

Authorized Signature:	<i>Richard J. Lemack</i>
Printed Name Signing:	Richard J. Lemack
Date:	9.13.19



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

August 20, 2018

Jerry Scaggs, Vice President
P.C. Controls, Inc.
132 NE 30th Street
Wilton Manors, FL 33334

Via Facsimile: (954) 563-0919 and Email: pccontrolsinc@bellsouth.net

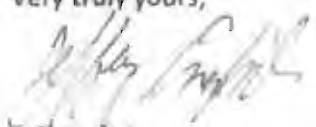
Dear Mr. Scaggs,

This letter is to confirm the City of Pompano Beach is exercising the contract renewal option with your company for L-51-16 "Repairs and Calibration of Flow Meters and Related Devices." This renewal will be for one year from September 14, 2019 to September 13, 2020.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew you must return this form to the Purchasing Division at purchasing@copbfl.com by August 29. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786-4098.

Thank you for your continued cooperation.

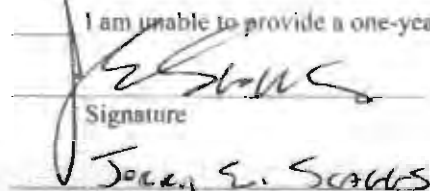
Very truly yours,


Jeff English
Purchasing Agent

cc: file

☒ I hereby agree to a one-year extension of the subject contract.

☐ I am unable to provide a one-year extension of the subject contract.


Signature

Jerry E. Scaggs
Name (print)

8-21-19
Date



**Invitation to Bid
Repairs and Calibration of Flow Meters and Related Devices
ITM #RM-21-04**

Prepared by
P. C. CONTROLS, INC.
132 NE 30th Street
Wilton Manors, FL 33334

Jerry E Scaggs
954 568-9663

Submitted for your consideration 10/13/2020

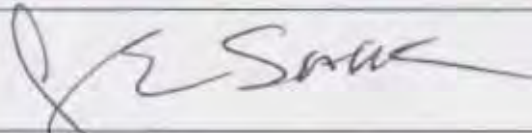
SECTION 5.0 BID FORM

Description	Est. Hours	Cost/Hour	Extended Cost
Cost per hour of work completed during regular work times, M-F, 7:00 a.m. -5:00 p.m.	250	\$ <u>63.00</u>	\$ <u>15,750.00</u>
Cost per hour for work completed during all other times other than above	100	\$ <u>93.00</u>	\$ <u>9,300.00</u>
Mark-up			
Vendor cost of materials, multiplied by mark-up for profit, overhead, etc. (Example \$4,000 x 10% = \$400.00) NOT TO EXCEED 20%	<u>1.2 (20%)</u>		
Note: The above hourly rates and materials mark-up % will remain in effect for the entire term of the contract.			

Notes:

1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
2. Alternate bids will not be considered unless authorized in the ITB document.
3. The above hourly rates and materials mark-up % will remain in effect for the entire term of the contract.

IMPORTANT: This signed bid form shall be considered an offer on the part of the bidder. Failure to sign this form is grounds for immediate disqualification. By signing this document, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided above is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to sign this document and the ability to bind this business entity to the terms and conditions herein.

Authorized Signature:	
Print Name:	<u>Jerry E. SCARUS</u>
Title:	<u>VEI Administrator</u>

Bidder agrees to accept the VISA Procurement card for payment.
Circle one: YES OR NO



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663 Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

Town of Davie
7351 SW 30th Street
Davie, FL 33314

October 13, 2020

Attn: Raul Sotelo, WTP

RE: Rates and Fees – ITB-RM-21-04

These rates are reflective of PC Controls contracted rates and are lower than rates that will go in effect for all customers not under contract effective 1/1/21.

Labor rate hours are defined as either 7am – 5pm or outside of that timeframe as defined in ITB-RM-21-04.

Rates:	Lead Technician	\$ 63.00 / hour
	Technician 2	\$ 32.00 / hour
	Emergency Call / After Hours (Non-programming / outside 7am–4pm)	\$ 93.00 / hour

Note: Please be aware that PC Controls charges and minimum of 3 hours on all service calls.

Certification Fees:	All Transmitter Types	\$ 49.00 / each
------------------------	-----------------------	-----------------

Credit Card Fee: A 2.5% fee will apply to all invoices paid by credit/procurement cards.

Travel Time: Technician rate will be charged both ways (portal to portal).

Fuel Surcharge: \$10.00 / per visit (Broward County)
Note: this fee was suspended October 2015 and will be reinstated only if fuel costs increase to unacceptable levels.

Thank you for the opportunity to provide you with information regarding our company and we look forward to working with you in the future. Please feel free to contact us when we can be of any further assistance.

Sincerely

Jerry E Scaggs
P.C. Controls Inc



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663 Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

Town of Davie
7351 SW 30th Street
Davie, FL 33314

October 13, 2020

Attn: Raul Sotelo, WTP

RE: ITB-RM-21-04 – Scope and qualifications.

PROPOSAL

To whom this may concern,

We are pleased to submit our proposal for "Repairs and Calibration of Flow Meters and Related Devices". This proposal is provided per the scope of work detailed in ITB# RM-21-04 dated 10/7/2020. It is understood that this bid is for a contract period of two (2) years and renewable for three (3) additional one (1) year terms with approved modifications if any.

Scope of services

PC Controls Inc (PCCI) is capable of providing you the customer (CITY) with quality utility instrument calibration services for the Town of Davie. We feel that we are able to state this based on past service provided to the CITY and the familiarity with your equipment at all your locations based on that past service. PCCI can provide calibration and other related services to all types, makes and models of Flowmeters, Pressure transmitters, Process Control Instrumentation including remote terminals and all data transmitting devices used in these processes at WTPs, WWTPs, Well fields and other offsite locations (identified collectively as UTILITY in this proposal from this point forward).

Calibrations will be conducted and documented as needed during normal operations of UTILITY on an ongoing basis. Formally documented calibrations (Certifications) will be conducted as per site maintenance requirements and to satisfy obligations to monitoring agencies such as South Florida Water Management (SFWM) or DEP. Copies of certification documents are attached and made part of this document, these are approved documents from these agencies. This alone does not ensure that UTILITY is working properly and can institute a Flow Meter Accounting Method that monitors Influent and Effluent equipment (WTP primarily) to verify that water coming into UTILITY equals the amount of water going out. Performing this check can reveal the possibility of a problem before it has a chance to develop into something much larger.

In the event any equipment needs to be repaired or replaced and all efforts have been used to correct the situation. Any repairs that need to be made that involves removing CITY owned equipment from UTILITY will be sent to manufacturers for repair using all due caution. Repair costs will be passed on to CITY at markup to cover any handling of such equipment. Equipment needing replaced in the event no CITY stock is available to use as a replacement will be provided at markup. Equipment replaced will be replaced with new equipment equaling or surpassing the equipment being replaced. Equipment that could be provided by an alternate manufacturer to the original equipment, due either to obsolescence or cost savings will meet or exceed original equipment specifications and will only be acquired with UTILITY approval. All related documentation will be provided to UTILITY.

PCCI offers to CITY our services to UTILITY with a 24 hours emergency "On-Call" service. PCCI will provide these services at rates and markup as seen on attached "Rates and Fees" as well as those detailed in

the provided table included in the ITB Page 39 which is attached and part of this proposal and remain in effect for the contract period. PCCI also warrants its work for services provided in the following manner. Equipment – PCCI provides that all equipment it installs is warranted by the manufacturer and ensures that said equipment is repaired accordingly for CITY. Any installation performed by PCCI in which the manufacturer's equipment is not the result of a failure, and only if PCCI was responsible for the failure, labor costs resulting from the corrective action will not be charged.

Qualifications

PCCI is a service-oriented company working primarily in the Water and Wastewater industry in Florida and has been providing services to these customers since 1997. PCCI has vast knowledge of all types of instrumentation, including Flow, Pressure, Level and other Process instrumentation and equipment used in the industry. Our experience comes from all phases of work – Installation, Maintenance, Repairs and Calibrations.

PCCI uses test equipment/instrumentation and technology that is considered among the best in the industry for providing these services. All equipment is maintained at or above manufacturers' specification and calibration equipment used to certify the accuracy of CITY equipment is itself certified and meets or exceeds NIST standards. Certifications for test equipment are maintained and available at CITY requests. MSDS for industry standards (pH, Conductivity et al) are available at CITY requests.

From Flowmeters to Level transmitters to recording devices like Chart Recorder or Totalizers, from a stand-alone application to a complete loop including remote operation, PCCI should be your first call. PCCI not only will be able to satisfy any instrumentation needs but can also work on many other industry equipment needs including valve actuators, pump controls, VFD's and others to many to mention.

We calibrate and certify equipment and provide documentation of the calibrations that will meet CITY or other regulatory agencies specific needs. PCCI uses equipment that either meets or exceeds NIST standards to provide the most accurate calibrations. PCCI provides proof of calibration with both a sticker, with the date of calibration on equipment, and a "certificate" kept on file for a minimum of 3 years. PCCI helps you keep your equipment in compliance by notification when calibrations are due and schedule them within any needed timeframe.

PC Controls Inc is not a manufacturer's distributor so it is not obligated to provide CITY with a solution from a single line of product but will provide a solution that best fits UTILITY needs and budget. PCCI is a local business to Broward County Florida and operates under Broward County License 329-0031043 but have worked with customers all over Florida. This along with all information collected in the ITB and other associated proposal documents should clarify any questions regarding the firm's ability and eligibility to perform services for CITY.

In addition PCCI agrees to subject to any required background check. Proof of Insurance coverage is provided and attached to satisfy the requirements of CITY. PCCI does not carry Worker's Compensation and is not required to do so according to Florida Law.

Mark-up: PCCI uses only a mark-up of 1.2. This markup is applied to the cost of any purchases or repairs made on behalf of or for CITY. Under no circumstances will a markup greater than the stated previously be used. PCCI discounts from manufacturers and distributors often provide pricing less than list even after markup is applied.

Sincerely



Jerry E. Scaggs
P.C. Controls Inc



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663 Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

Town of Davie
7351 SW 30th Street
Davie, FL 33314

October 13, 2020

Attn: Raul Sotelo, WTP

RE: ITB-RM-21-04 – Addendum

Acknowledgement

To whom this may concern,

We are have not aware of any addendum to Bid at the time of submission.

Sincerely



Jerry E Scaggs
P.C. Controls Inc

SECTION 6.0 REQUIRED FORMS**AFFIDAVIT OF ELIGIBILITY FOR LOCAL VENDOR PREFERENCE****(Davie Code of Ordinances Sec. 2-329)******Complete the boxes below as applicable:****

- 1.
- ☐
- My Business is located within the Town of Davie.

Legal Name of Firm:
Taxpayer ID No.:
Physical Address: SHALL NOT BE A P.O. BOX OR RESIDENCE
Phone Number:
Email Address:
Has the business name changed since it was opened in Davie? Yes ☐ No ☐
If yes, provide the previous business name:
Date your business was established in Town of Davie:
Business License Number: Date Issued:
The business employs _____ (insert a number) full time employees.

- 2.
- ☒
- My Business is located within Broward County.

Legal Name of Firm:	P.C. Controls, Inc
Taxpayer ID No.:	65-0789111
Physical Address: SHALL NOT BE A P.O. BOX OR RESIDENCE	132 NE 30th St., W. Homestead, FL 33334
Phone Number:	9545689663
Email Address:	pccontrolsinc@bellsouth.net
Has the business name changed since it was opened in Broward County? Yes ☐ No ☒	
If yes, provide the previous business name:	
Date your business was established in Broward County:	10/17/1997
Business License Number: Date Issued:	
The business employs <u>4</u> (insert a number) full time employees.	

☐ I have attached copies of applicable Business Tax Receipt(s) (REQUIRED).

The undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

Authorized Signatory: J E Spurs Print Name: Jeray E. Spurs

CLIENT REFERENCE FORM

Provide a minimum of three (3) client references from recent similar transactions.

1) Name of Client Entity: City of Dania Beach
 Address: 100 W Dania Beach, FL
 City/State/Zip: Dania Beach, FL 33304
 Contact: Mike Costa
 Title: Plant manager
 Email Address: MCosta@DaniaBeachFL.gov
 Telephone: 954-924-6800
 Scope of Work: Same
 Description of Services Provided: _____

2) Name of Client Entity: Village of Palm Springs
 Address: 226 Cypress Lane
 City/State/Zip: Palm Springs, FL 33461
 Contact: Dale Borgen
 Title: Plant manager
 Email Address: Sue1@35-4282
 Telephone: DBorgen@VPSFL.org
 Scope of Work: Same
 Description of Services Provided: _____

3) Name of Client Entity: City of Pompano Beach
 Address: 1205 NE 5th Ave
 City/State/Zip: Pompano Beach, FL 33060
 Contact: Phil Hyer
 Title: Plant manager
 Email Address: phyer@PompanoBeachFL.com
 Telephone: 954 545 7030
 Scope of Work: Same + canals
 Description of Services Provided: _____



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663 Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

Town of Davie
7351 SW 30th Street
Davie, FL 33314

October 13, 2020

Attn: Raul Sotelo, WTP

RE: ITB-RM-21-04 – References

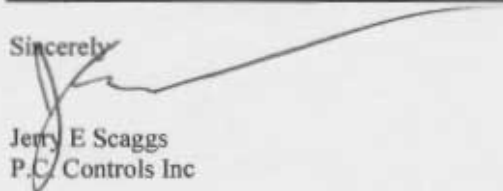
REFERENCES

To whom this may concern,

We are pleased to submit our references which are current customers in the industry

- 1.) City of Dania Beach WTP
100 W Dania Beach Blvd
Dania Beach, FL 33004
Contact: Nate Costa
954 687-8605 cell
- 2.) Village of Palm Springs WTP
226 Cypress Lane
Palm Springs, FL 33461
Contact: Dave Burgin
561 635-4282 cell
- 3.) City of Pompano Beach WTP - Contract
1205 NE 5th Ave
Pompano Beach, FL 33060
Contact: Phil Hyer
954 801-6694 cell

Sincerely,



Jerry E Scaggs
P.C. Controls Inc

REQUIRED PROPOSER/BIDDER QUESTIONNAIRE

1. How many years has your firm been in business under its present business name?: 23+

2. Under what other former name(s) has your firm operated?: N/A

3. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: ☒ No ☐ Yes If yes, please explain: _____

4. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: ☒ No ☐ Yes

If yes, please explain: _____

5. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: ☒ No ☐ Yes

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

6. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. N/A

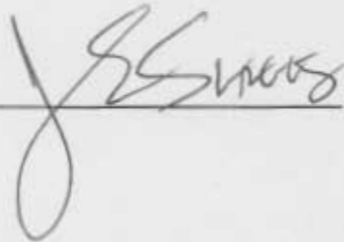
LOBBYING INTEREST FORM

Please selection one option:

 X My company is not interested in lobbying either staff or elected officials on any subject associated with this solicitation.

 My company is interested in lobbying either staff or elected officials on matters associated with this solicitation.

Authorized Signatory:



Print Name:

Jearry E. Scotts

SOURCE OF INFORMATION SURVEY

How did you find out about this solicitation? Check all that apply:

1. www.davie-fl.gov ✓

2. www.demandstar.com

3. The Sun-Sentinel

5. Referral/word-of-mouth

Specify Source: _____

6. Search Engine/Internet search

7. E-mail

Specify Source: Dave Bud Roberts

8. Banner or Link on another website

9. Flyer, newsletter, direct mail

Specify Source: _____

10. Other, Specify Source: _____

Please note: This survey form is used for internal Procurement purposes only.

VENDOR INFORMATION

Is this a form being filled out as a new application or an update to an existing application?

New Application ☐

Updating Application ☒

Vendor Name:

(Business Name Registered With The State OR Full Name If An Individual)

P C Controls Inc

Mailing Address:

132 NE 30th St

W. Pompano Beach, FL 33334

Remit to Address

(If Different from Mailing Address):

Same

Contact Name:

Jersey E. Scarus

Telephone:

954 568-9663

Federal Tax ID Number:

65-6789111

Fax Number:

954 563 0919

Company Email Address:

pccontrolsinc@bellsouth.net

Business Website (If Applicable):

N/A

Emergency Contact Information

Please enter information the Town can use to contact you for disaster or emergency services below

Name

Contact Information

Norman P. Conway

954 415 2123

Jersey Scarus

954 415 1642

Main Office

954 568 9663

Have you been awarded any government contracts recently or in the past? If yes, please list the contract #'s, the agency, the service provided, and if it is still active.

City of Pompano Beach - Same service / Active

City of Pompano Beach - Analytical Instrument PM / Active

City of Plantation - Same Service / Active

City of Coral Springs - Same Service / Not Active

South Metro Regional Utilities - Similar Services / Not Active

Products & Services

In the space provided below please indicate any product or services that your firm provides

Calibration & Certification of equipment used in the
Water treatment industry of Florida. Flow, Pressure, level
Repair, maintenance and/or replacement of some equipment
regardless of manufacturer. Troubleshooting &
Emergency services regarding this & other related
equipment used at facilities

Ownership Disclosure

1. If the contract or business transaction is with a company, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership %</u>
Norman P. Boushey	132 NE 30th St	100%

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

<u>Full Legal Name</u>	<u>Address</u>

3. The officers of the Corporation are as follows:

	<u>Name</u>	<u>Address</u>
President:	<u>Norman P. Conway</u>	<u>132 NE 30th St., Wm FL 33334</u>
Vice President:	<u>John S. Stubbs</u>	<u>132 NE 30th St Wm FL 33334</u>
Secretary:	_____	_____
Treasurer:	_____	_____
Registered Agent:	_____	_____

**TOWN OF DAVIE
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

P.C. Controls Inc does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Affirm:



TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters TO BE COMPLETED BY PROSPECTIVE VENDOR

- A. The prospective Vendor certifies that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town or other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
 4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.
- B. Where the prospective Vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

Affirm:



Vendor or Contractor Conflict of Interest Disclosure Statement

What Defines A Conflict Of Interest According To The Town:

A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.

B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

- 1.) Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
- 2.) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

DISCLOSURE OF CONFLICT OF INTEREST

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED ABOVE AND IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Please indicate below if there is a Conflict Of Interest.

(Please select one option)

☐

YES

☒

NO

If you indicated yes above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below

Name:

Relationship:

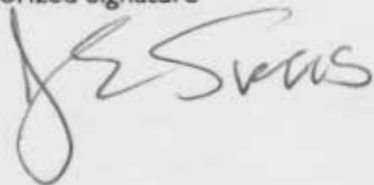
_____	_____
_____	_____
_____	_____

By signing this document you are affirming that you have read and understood the terms, conditions, and information above. That all the information provided above is true and accurate. That the business associated with this application has not been debarred and does not have a conflict of interest in any manner as described above. That you have the proper authority to sign this document.

Name & Title, Typed or Printed

Jerry E. Scobbs / VP- Administrator

Authorized Signature



Date

10/13/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2020

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

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

PRODUCER Sena & Whitney LLC 190 Glades Rd Suite C Boca Raton, FL 33432	CONTACT NAME: William Mennitt PHONE: 561-210-8715 FAX: 561-210-8719 E-MAIL: wmennitt@thesenagroup.com ADDRESS: _____ INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Co INSURER B: Nationwide Ins Co of America INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED P C CONTROLS, INC. 132 NE 30TH STREET WILTON MANORS, FL 33334	

COVERAGES CERTIFICATE NUMBER: 00015435-1155443 REVISION NUMBER: 15

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

RIGHT LTR	TYPE OF INSURANCE	ADOL INSR	INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER: _____	Y		NN1075909	12/29/2019	12/29/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			ACP5904885942	10/27/2019	10/27/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB \$ EXCESS LIAB \$ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below
							EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE ☐ OTHER ☐ E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

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

TOWN OF DAVIE is Additional Insured under general liability as required by written contract.

CERTIFICATE HOLDER

TOWN OF DAVIE
7351 SW 30TH STREET
DAVIE, FL 33314

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(WIM)

**Town of Davie
7351 SW 30th Street
Davie, FL 33314**

Date: October 13, 2020

To: PC Controls, Inc.
132 NE 30th Street
Wilton Manors, FL 33334

Dear Mr. Conway,

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation insurance to cover these employees. The State of Florida allows your company to operate without this insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of their lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The Town of Davie requires: **ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.**

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to the Purchasing office, 7351 SW 30th Street, Davie, FL 33314

PC Controls, Inc. has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. PC Controls, Inc. agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

Signature

Date

Name and Title (print)

[Handwritten Signature]
James S. Scaros / VP-Admin

10/13/2020

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021
DBA:
Business Name: PC CONTROLS INC

Receipt #: 329-31043
Business Type: ALL OTHERS (FLOW METER CALIBRATION)

Owner Name: NORMAN P CONAWAY
Business Location: 221 SW 5 CT
 POMPANO BEACH
Business Phone: 954-415-2123

Business Opened: 10/10/2005
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

2

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
 NORMAN P CONAWAY
 132 NE 30 ST
 WILTON MANORS, FL 33334

Receipt # WWW-19-00212084
Paid 09/16/2020 33.00
2020 - 2021**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021
DBA:
Business Name: PC CONTROLS INC

Receipt #: 329-31043
Business Type: ALL OTHERS (FLOW METER CALIBRATION)

Owner Name: NORMAN P CONAWAY
Business Location: 221 SW 5 CT
 POMPANO BEACH
Business Phone: 954-415-2123

Business Opened: 10/10/2005
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

2

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

Receipt # WWW-19-00212084
Paid 09/16/2020 33.00

BUSINESS TAX RECEIPT

CITY OF OAKLAND PARK

2020-2021

MAILING ADDRESS

ISSUED DATE:

September 16, 2020

**PC CONTROLS INC
132 N.E. 30TH STREET
WILTON MANORS, FL 33334**

NAME AND LOCATION OF LICENSEE

LICENSE NUMBER

2021002938

**PC CONTROLS INC
92 NW 42 ST
OAKLAND PARK, FL**

ORIGINAL NUMBER

2015003481

LICENSE EXPIRES

9/30/2021

**THE PERSON OR FIRM NAMED ABOVE IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS
PROFESSION OR OCCUPATION LISTED BELOW IN THE CITY OF OAKLAND PARK FLORIDA.**

BUSINESS CODE

00400

BUSINESS DESCRIPTION

SERVICE,REPAIR WASTEWATER INDUSTRY

RESTRICTIONS

LICENSE MUST BE CONSPICUOUSLY POSTED AT THE PLACE OF BUSINESS SHOWN

DIVISION OF CORPORATIONS

1201 N.W. 11TH ST.

SUITE 200, POMPANO BEACH, FL 33069

ATTENTION: CLERK


**DIVISION of
CORPORATIONS**

an official State of Florida website

www.sunbiz.org

800-347-6808

813-724-2419

TOLL FREE

Toll Free 800-347-6808

813-724-2419

TOLL FREE

TOLL FREE

Department of State / Division of Corporations / Search Records / Search by FEI/EIN Number /

Detail by FEI/EIN Number

Florida Profit Corporation
P.C. CONTROLS, INC.

Filing Information

Document Number P97000089904
FEI/EIN Number 65-0789111
Date Filed 10/17/1997
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 05/07/2012
Event Effective Date NONE

Principal Address

221 SW 5TH CT
POMPANO BEACH, FL 33060

Changed: 01/16/2009

Mailing Address

132 NE 30TH ST
WILTON MANORS, FL 33334

Changed: 04/07/2000

Registered Agent Name & Address

CONAWAY, NORMAN P
132 NE 30TH ST
WILTON MANORS, FL 33334

Address Changed: 06/03/2002

Officer/Director Detail

Name & Address

Title PTD

CONAWAY, NORMAN P
132 N.E 30TH ST
WILTON MANORS, FL 33334

Title VS

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
P. C. Controls, Inc.

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
☐ 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) ▶

☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

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) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
132 NE 30th Street

6 City, state, and ZIP code
Wilton Manors, FL 33334

7 List account number(s) here (optional)

Requester's name and address (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

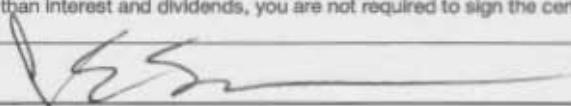
Employer identification number								
6	5	-	0	7	8	9	1	1

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ **10/13/2020**

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.



P.C. Controls Inc
 132 NE 30th Street, Wilton Manors, FL 33334
 Phone: (954) 415-2123, Fax: (954) 563-0919
 E-mail: pccontrolsinc@bellsouth.net

Location:
 Function:
 Technician:

Cal. Type:
 Date:
 Due Date:
 Interval:

Test Equipment Used:

Transmitter Calibration Data

Mfr:

Model#:

Serial#:

Full Scale:

Line Size:

Input	Measured Output (mA) (v)		Req'd Output (mA) (v)	Remarks
	B	A		

Receiver Calibration Data

Mfr: SCADA

Full Scale:

Dial X:

0/ Full Scale	Signal in mA/Volt	Req. Output GPM/MGD	Indication GPM/MGD	Remarks
0				
25				
50				
75				
100				

Totalizer Calibration Data

Mfr:

Model#:

Serial#:

Totalizer Before:

Totalizer After:

Counter X:

% 0/ Full Scale	Signal in mA/Volt	Req. Output Count	Act. Output Count		Time per Test	Remarks
			B	A		
50						
100						
0						

This is to certify that the above listed equipment has been calibrated and meets or exceeds all published specifications. Calibration was performed using standards and/or instrumentation whose accuracy are traceable to the N.I.S.T.

Signature :



P.C. Controls Inc
132 NE 30th Street, Wilton Manors, FL 33334
Phone: (954) 568-9663, Fax: (954) 563-0919
E-mail: pccontrolsinc@bellsouth.net

Certified Flow Meter Test Record

Customer: _____
Consumptive Use Permit # _____
Test Site _____ District ID# _____
Contact _____ Number _____
Meter Model _____ Serial# _____
Meter Accessories _____

Pipe Information

Material _____
Line Size _____ OD Thickness _____ WT _____
Transducer Spacing _____ Distance from Meter installation is _____

Test Information using Fuji Porta-Flow Ultrasonic Flowmeter

Test performed @ _____ GPM
Initial Meter Reading at Calibration Start: _____ X _____ End: _____ X _____
_____ Gallons Totalized in _____ Seconds Average _____ GPM
Test Meter Reading at Calibration Start: _____ 0 _____ X 1 _____ End: _____ X 1 _____
_____ Gallons Totalized in _____ Seconds Average _____ GPM
Meter Tested at _____ % Accuracy Last Meter Test _____ Last Accuracy _____

Comments: Prior to calibration meter was reading _____ % of test meter – Site meter read _____ GPM and test meter read _____ GPM.

Performed By: _____ Date: _____

This is to certify that the above listed equipment has been calibrated and meets or exceeds all published specifications. Calibration was performed using standards and/or instrumentation whose accuracy are traceable to the N.I.S.T.

Signature : _____

Weekly Flow Accounting Log

[illegible][illegible]



ADDENDUM TO BID DOCUMENTS

SOLICITATION ITB No. RM-21-04 Repairs and Calibration of Flow Meters and Related Devices

2:00 PM EST

ADDENDUM No. 1 **BID DUE DATE** ON 10/21/2020 **TODAY'S DATE** 10/13/2020

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided.

RFIs

Q.1: We are interested in bidding. We request an equipment list of those items to be calibrated if possible.

A.1: Please see attached.

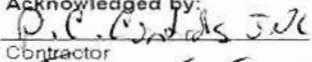
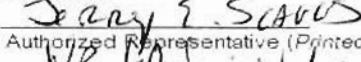
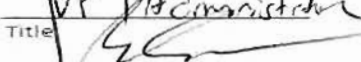
Q.2: I would like to request a copy of the previous Contract.

A.2: The Town piggybacked the City of Pompano Beach Contract #L-51-16. Please see attached.

Reviewed by:

 Digitally signed by
Brian K. O'Connor
Date: 2020.10.13
14:03:53 -04'00'

Procurement Manager
Purchasing Division

Acknowledged by:	
	
Contractor	
	
Authorized Representative (Printed)	
	
Title	
Signature	
Date	10/14/2020



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation
P.C. CONTROLS, INC.

Filing Information

Document Number	P97000089904
FEI/EIN Number	65-0789111
Date Filed	10/17/1997
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/07/2012
Event Effective Date	NONE

Principal Address

221 SW 5TH CT
POMPANO BEACH, FL 33060

Changed: 01/16/2009

Mailing Address

132 NE 30TH ST
WILTON MANORS, FL 33334

Changed: 04/07/2000

Registered Agent Name & Address

CONAWAY, NORMAN P
132 NE 30TH ST
WILTON MANORS, FL 33334

Address Changed: 06/03/2002

Officer/Director Detail

Name & Address

Title PTD

CONAWAY, NORMAN P
132 N.E 30TH ST
WILTON MANORS, FL 33334

Title VS

SCAGGS, JERRY
 132 N.E 30TH ST
 WILTON MANORS, FL 33334

Annual Reports

Report Year	Filed Date
2018	01/30/2018
2019	04/08/2019
2020	01/21/2020

Document Images

01/21/2020 -- ANNUAL REPORT	View image in PDF format
04/08/2019 -- ANNUAL REPORT	View image in PDF format
01/30/2018 -- ANNUAL REPORT	View image in PDF format
01/06/2017 -- ANNUAL REPORT	View image in PDF format
01/27/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/14/2014 -- ANNUAL REPORT	View image in PDF format
02/12/2013 -- ANNUAL REPORT	View image in PDF format
05/07/2012 -- Amendment	View image in PDF format
01/26/2012 -- ANNUAL REPORT	View image in PDF format
02/01/2011 -- ANNUAL REPORT	View image in PDF format
04/01/2010 -- ANNUAL REPORT	View image in PDF format
01/16/2009 -- ANNUAL REPORT	View image in PDF format
04/03/2008 -- ANNUAL REPORT	View image in PDF format
01/22/2007 -- ANNUAL REPORT	View image in PDF format
04/07/2006 -- ANNUAL REPORT	View image in PDF format
01/24/2005 -- ANNUAL REPORT	View image in PDF format
04/29/2004 -- ANNUAL REPORT	View image in PDF format
08/11/2003 -- ANNUAL REPORT	View image in PDF format
06/03/2002 -- ANNUAL REPORT	View image in PDF format
03/15/2001 -- ANNUAL REPORT	View image in PDF format
04/07/2000 -- ANNUAL REPORT	View image in PDF format
03/17/1999 -- ANNUAL REPORT	View image in PDF format
08/28/1998 -- ANNUAL REPORT	View image in PDF format
10/17/1997 -- Domestic Profit Articles	View image in PDF format



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2020

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

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

PRODUCER	Sena & Whitney LLC 190 Glades Rd Suite C Boca Raton, FL 33432	CONTACT NAME: William Mennitt PHONE (A/C, No, Ext): 561-210-8715 FAX (A/C, No): 561-210-8716 E-MAIL ADDRESS: wmennitt@thesenagroup.com
INSURED	P C CONTROLS, INC. 132 NE 30TH STREET WILTON MANORS, FL 33334	INSURER(S) AFFORDING COVERAGE INSURER A : Nautilus Insurance Co INSURER B : Nationwide Ins Co of America INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 00015435-1181567

REVISION NUMBER: 18

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		NN1075909	12/29/2019	12/29/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		ACP5904885942	10/27/2020	10/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

TOWN OF DAVIE is Additional Insured under general liability and auto liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

TOWN OF DAVIE 7351 SW 30TH STREET DAVIE, FL 33314	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (WIM)
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

**Town of Davie
7351 SW 30th Street
Davie, FL 33314**

Date: October 13, 2020

To: PC Controls, Inc.
132 NE 30th Street
Wilton Manors, FL 33334

Dear Mr. Conway,

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation insurance to cover these employees. The State of Florida allows your company to operate without this insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of their lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The Town of Davie requires: ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to the Purchasing office, 7351 SW 30th Street, Davie, FL 33314

PC Controls, Inc. has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. PC Controls, Inc. agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

Signature

Date

Name and Title (print)

Joseph S. Scaros / VP-Admin

10/13/2020

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE TWO (2) WANCO DIGITAL MESSAGE BOARDS FOR THE PUBLIC SERVICES DEPARTMENT IN AN AMOUNT NOT TO EXCEED THIRTY FOUR THOUSAND ONE HUNDRED NINETY DOLLARS (\$34,190.00) FROM VETTED SECURITY SOLUTIONS, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION (“FSA”) CONTRACT FSA20-EQUI18.0; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Purchasing Requests ONLY

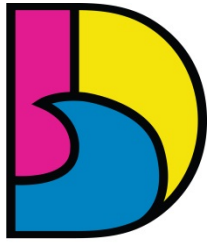
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

C-MEMO-VSS-MESSGBOARDS- 011122, R-2022- Wanco Digital Message Boards Purchase for Public Services from Vetted Security Solutions under Florida Sheriffs Association (FSA) Contract, vetted security solutions fsa contract document, FSA Quote - Q4082_Metro Large Matrix Message Board



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: January 11, 2022

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director

RE: Approval for purchase of equipment for the Public Services Department from Vetted Security Solutions using FSA contract FSA20-EQU18.0

Request

The Public Services Department (PSD) is requesting the purchase of two Wanco digital message boards from Vetted Security Solutions (VSS) using FSA contract FSA20-EQU18.0.

Background

The city often needs to deploy digital message boards to effectively convey messages about road conditions and hazards to the community. These digital message boards are trailer mounted, allowing for rapid deployment in the event of natural disaster or emergency road closure. The boards can also be used at large events to inform citizens of parking options, routing, and event information.

Budgetary Impact

The total cost of the purchase is \$34,190.00. and will be funded from approved FY2021-22 budget appropriations, as summarized below:

Position/Department	Vehicle Type	Procurement cost	GL Account
Public Services	Two Wanco metro matrix digital message boards	\$34,190.00	506-39-03-539-64-20

Recommendation

Public Services recommend that the City Commission approve the resolution for the purchase of two Wanco digital message boards from VSS using FSA contract FSA20-EQU18.0 for a total cost of \$34,190.00.

RESOLUTION NO. 2022-003

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE TWO (2) WANCO DIGITAL MESSAGE BOARDS FOR THE PUBLIC SERVICES DEPARTMENT IN AN AMOUNT NOT TO EXCEED THIRTY FOUR THOUSAND ONE HUNDRED NINETY DOLLARS (\$34,190.00) FROM VETTED SECURITY SOLUTIONS, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION ("FSA") CONTRACT FSA20-EQUI18.0; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Director of the Public Services Department has determined that equipment needed by the City can be purchased at the least cost to the city from Vetted Security Solutions utilizing the pricing under the FSA Contract FSA20-EQU18.0, attached as Exhibit "A," copies of which are made a part of and is incorporated into this Resolution by this reference; and

WHEREAS, the 2021-2022 approved budget provides for two (2) digital message boards;

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

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

Section 2. That the City Manager is authorized to purchase two (2) Wanco digital message boards for the Public Services Department by utilizing the pricing under the Florida

Sheriffs Association (FSA) Contract FSA20-EQU18.0, which contract is valid through September 30, 2022.

Section 3. That funding for this purchase is available and appropriated in the FY 2021-2022 budget from the following sources:

Position/Department	Vehicle Type	Procurement cost	GL Account
Public Services	Two Wanco metro matrix digital message boards	\$34,190.00	506-39-03-539-64-20

Section 4. That the City Manager is authorized to purchase the equipment from Vetted Security Solutions as stipulated above, and the City Commission authorizes the proper City officials to execute such documents as are necessary for the purchase of the two message boards.

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 immediately upon its passage and adoption.

PASSED AND ADOPTED on January 11, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

Bid Award

Contract: FSA20-EQU18.0, Heavy Equipment

Group: ROADWAY ADVISORY BOARD: Mobile Message Board

Item: 320, Wanco, Full Size Full Matrix Message Board Trailer, WTMMB-A

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Vetted Security Solutions	\$19,950.00	1.00%	Build	Options
	Alternate	Striping Service and Supply, Inc.	\$23,265.00	5.00%	Build	Options
Northern	Primary	Vetted Security Solutions	\$19,950.00	1.00%	Build	Options
	Alternate	Striping Service and Supply, Inc.	\$23,265.00	5.00%	Build	Options
Central	Primary	Vetted Security Solutions	\$19,950.00	1.00%	Build	Options
	Alternate	Striping Service and Supply, Inc.	\$23,265.00	10.00%	Build	Options
Southern	Primary	Vetted Security Solutions	\$19,950.00	1.00%	Build	Options
	Alternate	Striping Service and Supply, Inc.	\$23,265.00	3.00%	Build	Options



Vetted Security Solutions
4185 35th St N
Saint Petersburg, FL 33714
Office: (727) 440-3245



Purchaser:	City of Dania Beach	Date:	12/10/2021
Project Name:	City of Dania Beach-Message Boards	Quote Number:	00004082

PROJECT QUOTATION

We at Vetted Solutions are pleased to quote the following through our FSA contract, [FSA20-EQU18.0](#):

Scope of Work:

Hardware				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
WVTMM-L	Metro Matrix Message Sign Trailer Large 96"Wx48"H, Manual Winch Telescoping 360° Rotation Tower, 130 Watt Solar, standard battery box, Four 6V Batteries (430 Ah Total Capacity), 15 Amp Battery Charger, 10" Default Font Size-3 Lines x 10 Characters, Matrix Variable Fonts and Graphics, Up to Four (4) Lines of Text, Up to 12 Characters per Line, Color LCD Touch Screen Controller with Preprogrammed Text Messages, Symbols, & Graphics, 2" Ball Hitch, Orange Powder-Coat Finish, NTCIP Compliant	2	\$15,500.00	\$31,000.00
WANVMS-CELMODG	Digital Cellular 4G Modem Package with GPS	2	\$1,300.10	\$2,600.20
Software				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
	Wanco Fleet Manager – 10 Years	1	\$0.00	\$0.00
Service				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
WANVMS-CELSVC	Cellular Service -Wanco Hosting 1 Year (10 years total – special package discount)	10	\$58.98	\$589.80

Hardware Cost:		\$33,600.20
Software Cost:		\$0.00
Services Cost:		\$589.80
Shipping Cost		\$0.00
Warranty Cost:		\$0.00
Extended Total Cost:		\$34,190.00

Proposal Notes:

1. All prices are quoted in USD and will remain firm and in effect for 30 days.
2. **As quoted, package includes 10 years of cellular service and Wanco Fleet Manager.**
3. This Quote does not include anything outside the above stated bill of materials.
4. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Vetted Security Solutions and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Vetted Security Solutions is required to pay any such tax, fee or charge, Purchaser shall reimburse Vetted Security Solutions therefor or, in lieu of such payment, Purchaser shall provide Vetted Security Solutions at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

Quoted by Lori Hipkind

Phone: (248) 770-9703

email: lhiskind@vettedsecuritysolutions.com

	Project Total: \$34,190.00	
Accepted By:	Date:	P.O#

Please email purchase order to:

accounting@vettedsecuritysolutions.com

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY PUBLIC SERVICES DEPARTMENTS FOR MAINTENANCE SERVICES PROVIDED BY THE FLORIDA EAST COAST RAILWAY, LLC., FOR FISCAL YEAR 2021-2022 (ENDING SEPTEMBER 30, 2022), THAT EXCEEDS AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Service)*

Purchasing Requests ONLY

Dept:

Acct #:

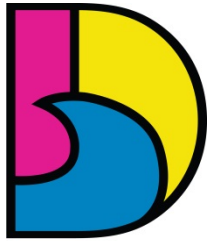
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

C-MEMO-FEC-MAINT-EXCEED\$25K-01112022, R-2022- Florida East Coast Railway, LLC. Maintenance Services Authorization to Exceed \$25K, Florida East Coast Railway LLC - License Agreement in Connection with the Rehabilitation of the NW 1st Street Railroad Crossing , Florida East Coast Railway - Inv# 45184191 12-03-21



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**CITY OF DANIA BEACH
PUBLIC SERVICES DEPARTMENT**

MEMORANDUM

DATE: January 11, 2022

TO: Honorable Mayor and Commissioners

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

FROM: Fernando J. Rodriguez, Public Services Director
Dincer Akin Ozaydin, Deputy Public Services Director/City Engineer

**RE: AUTHORIZATION FOR FLORIDA EAST COAST RAILWAY, LLC TO EXCEED
THE CITY'S VENDOR THRESHOLD OF \$25,000**

Request

The Public Services Department (PSD) is requesting approval of a resolution authorizing the Department to exceed the City's vendor's annual threshold of \$25,000 for East Coast Railway, LLC. (FEC) for Fiscal Year 2021-22.

Background

The FEC provides the City a license for use of the crossings over their railway lines. The terms of the City's license are delineated in a 2006 Agreement via Resolution 2006-031 between the two entities. Regarding maintenance, the FEC performs the work, and City reimburses the FEC for all crossing maintenance in the amount of \$59,372.00.

PSD received an invoice for \$82,980.34 from the FEC for maintenance work to replace components and restore the asphalt at the N.W. 1st Street crossing. FEC completed the maintenance work this past spring.

Budgetary Impact

Funding in the amount of \$82,980.34 is available in the Streets Repair and Maintenance Services to Streets Account No. 001-39-06-541-46-60.

Recommendation

PSD recommends authorization to exceed the annual single vendor expenditure threshold to allow for the services provided by FEC.

RESOLUTION NO. 2022-004

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS BY THE PUBLIC SERVICES DEPARTMENT FOR MAINTENANCE SERVICES PROVIDED BY THE FLORIDA EAST COAST RAILWAY, LLC., FOR FISCAL YEAR 2021-2022 (ENDING SEPTEMBER 30, 2022), THAT EXCEEDS AN 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 he/she is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the Florida East Coast Railway, LLC. (FEC) licenses crossing over their railway within the City of Dania Beach; and

WHEREAS, pursuant to Resolution No. 2006-031, dated February 14, 2006, the City Commission approved an Agreement with FEC, for the rehabilitation of the Northwest. 1st Street railroad crossing which required that the City reimburse FEC for maintenance work performed for various crossings in the City in the amount of Fifty-Nine Thousand Three Hundred Seventy-Two Dollars (\$59,372.00), with an escalator every five years to take into consideration inflation; and

WHEREAS, the FEC performed maintenance work, replacing equipment and paving, at the Northwest 1st Street crossing during the Spring of 2021 and invoiced the City Eighty-Two Thousand Nine Hundred Eighty Dollars and Thirty-Four Cents (\$82,980.34) for the work in accordance with the Licensing Agreement;

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

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

Section 2. That the City Commission authorizes the payment for maintenance work performed by FEC, exceeding the annual amount of Twenty-Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor.

Section 3. That the funds are available in the Public Services Streets Repair and Maintenance Services Account No. 001-39-06-541-46-60.

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

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

PASSED AND ADOPTED on January 11, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, effective as of the 23RD day of FEBRUARY, 2006 *J.L.L.*
is between the FLORIDA EAST COAST RAILWAY, L.L.C. (Address: P. O. Drawer 1048, St.
Augustine, Florida 32085), a limited liability company, hereinafter called "RAILWAY" and the
CITY OF DANIA BEACH, a political subdivision of the State of Florida, hereinafter called
"CITY."

WITNESSETH:

That the RAILWAY, in consideration of the covenants and conditions hereinafter set
forth to be performed and kept by the CITY, hereby permits the CITY to construct, use,
maintain, repair, renew and ultimately remove an at-grade public road crossing across and over
the tracks, right-of-way and property of RAILWAY, at the RAILWAY'S Milepost 345+4,288',
more particularly described in Exhibit A attached hereto and incorporated herein by reference,
hereinafter referred to as the "CROSSING SITE":

The CROSSING SITE includes any railroad crossing warning signs, crossing surfaces
and automatic crossing warning devices which are, or might be, located within or adjacent to the
above-described location, provided that, the construction of the CROSSING SITE shall be done
by RAILWAY as provided in this License Agreement ("Agreement") and further provided that,
notwithstanding rights to the CITY granted herein, RAILWAY reserves the right to perform all
work required on RAILWAY'S property including construction, drainage, lighting and
vegetation management, in which event CITY shall pay the RAILWAY the entire cost and
expense of labor, materials and equipment furnished by RAILWAY in performing such work.

The status of the CITY is that of a licensee and not lessee, granting the CITY the right to use the CROSSING SITE as specified herein.

In consideration of the granting of this Agreement by the RAILWAY, the CITY covenants and agrees with the RAILWAY as follows:

1. The CROSSING SITE shall be used for public at-grade road crossing purposes only and no utility, including telecommunications facilities, pipes, wires, cables; or other line or structure shall be placed in, on or over the CROSSING SITE without the previous consent in writing of the RAILWAY. CITY further agrees that it will at all times keep the CROSSING SITE, together with the additional portions of the RAILWAY'S right-of-way within 325 feet of the northerly and southerly limits or boundaries of the CROSSING SITE clear of any vegetation or other growth greater than two (2) feet in height on each side of the tracks at the sole expense of the CITY and without cost to RAILWAY or lien upon RAILWAY'S property.

2. This Agreement is for an initial term of one (1) year and shall continue in effect thereafter from year to year, subject to termination by the RAILWAY or CITY upon sixty (60) days prior written notice.

3. The provisions and stipulations of this Agreement are a part of the consideration of the licensing of the CROSSING SITE, and in the event the CITY shall fail to comply with any of the covenants and conditions, then, at the option of the RAILWAY, this Agreement shall be terminated with full legal rights and remedies retained by the RAILWAY, including but not limited to the right to reenter, repossess, and remove the crossing if it shall elect to do so.

4. The CITY shall grant forthwith to the RAILWAY necessary permits for the installation, construction, erection, repair and maintenance of any of the RAILWAY-owned or maintained facilities described in this Agreement. If the CITY fails to promptly grant the

RAILWAY necessary permits, CITY shall bear all additional expense incurred by the RAILWAY attributable to such failure, including costs due to slow ordering of trains. CITY shall promptly pay such amounts upon billing by the RAILWAY.

5. Unless otherwise specified, the cost of installation, construction, maintenance and replacement of all facilities at the CROSSING SITE, including but not limited to the crossing structure and railroad and highway devices, whether performed by the CITY or RAILWAY, shall be the sole responsibility of the CITY.

6. The existing warning devices, including the fixed signs, flashing lights, bells and gates (collectively the "WARNING DEVICES"), at the CROSSING SITE are a Type III Class IV installation as defined in the Florida Department of Transportation Schedule of Signal Installations by Type and Class attached hereto as Exhibit C.

The CITY shall pay unto RAILWAY annually, the annual cost of maintenance of said WARNING DEVICES as provided in the Florida Department of Transportation's SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES, as may in the future be revised or amended, a copy of which is attached hereto as Exhibit C and incorporated herein by reference.

The WARNING DEVICES will be owned by the RAILWAY and shall remain at the CROSSING SITE until the RAILWAY decides that they are no longer needed or should be replaced, or until other legal requirements are imposed which shall eliminate or substantially change their operations.

7. The two existing 34' wide Type T-modified grade crossing surfaces (the "SURFACE") along with other improvements, are in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Index No. 560, as may be revised or

amended in the future. When the RAILWAY determines that the replacement of the new SURFACE is more economical than its continued maintenance, the RAILWAY shall have the exclusive option to replace the SURFACE with a comparable or improved structure. The replacement costs of the new SURFACE shall be the sole responsibility of the CITY. The CITY shall, at its sole expense, maintain and replace the remainder of the road inside the RAILWAY'S right-of-way, plus any paving which may be located between the ends of the ties. The RAILWAY shall provide a construction watchman at said CROSSING SITE while work is being performed by the CITY under the provisions of this Agreement, at the sole expense of the CITY.

8. The CITY agrees, acknowledges and understands that the RAILWAY reserves the right to make any changes at any future time in its existing tracks or other facilities, including the installation, maintenance and operation of any additional track or tracks or other facilities on its right-of-way at the CROSSING SITE. The CITY agrees to bear the total expense of any changes or additions to the pavement and traffic signal devices, the SURFACE, the WARNING DEVICES or other railroad signalization equipment at the CROSSING SITE, whether these changes or additions are required by law or order of any public or judicial authority, done voluntarily by the RAILWAY, or requested by the CITY.

9. The CITY agrees that it will install, maintain and replace all necessary drainage facilities to prevent the accumulation of surface water due to the existence of the CROSSING SITE. Such facilities must first be approved by the RAILWAY and any governing bodies having jurisdiction thereof and operation of the facilities shall also be subject at all time to their approval. An additional license agreement may be required by the RAILWAY, depending upon the location of such drainage facilities and type, size, depth and other specifications of the proposed facilities, as submitted to the RAILWAY.

10. Lighting facilities adequate to comply with the requirements of the laws of the State of Florida covering illumination of road crossing shall be installed, maintained and replaced at or near this CROSSING SITE by and at the sole cost of CITY.

11. The CITY further covenants to pay the RAILWAY, within thirty (30) days after presentation of the same, all bills submitted by Railway including maintenance bills as set forth in Paragraph 6 above and all bills for electricity for the lighting and illumination of the CROSSING SITE if same are provided by Railway.

12. At the termination of this Agreement for any cause, or upon termination of the CITY'S use of the CROSSING SITE as herein described, all rights of the CITY shall terminate and the CITY shall remove, under the RAILWAY'S supervision and direction, at CITY'S entire cost and expense, said road and all non-RAILWAY-owned improvements placed upon the RAILWAY'S right-of-way and restore the ground to its original condition.

13. The CITY shall indemnify, defend and hold harmless RAILWAY for assessments or other charges of any kind whatsoever against the RAILWAY at any time for any portion of public improvements installed on or within two hundred (200) feet of the CROSSING SITE arising out of the existence of the CROSSING SITE.

14. The CITY shall not in any way, or at any time, interfere with or obstruct RAILWAY'S right-of-way, the movement of RAILWAY'S trains and other railroad operations, or interfere with the RAILWAY'S use thereof, or the use thereof by RAILWAY'S assigns, invitees, lessees or licensees.

15. To the extent required by law, the CITY acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the CITY to recover damages set forth in such statute

for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of CITY while acting within the scope of the employee's office or employment under circumstances in which CITY, if a private person, would be liable under general laws of this State.

The CITY will include in any contract which it may let for the whole or part of said work to be performed hereunder by or for the CITY, each and every one of the terms and conditions included on the document entitled "INDEMNITY OF FLORIDA EAST COAST RAILWAY, L.L.C. AND INSURANCE REQUIREMENTS" attached hereto and made a part hereof as Exhibit D.

16. (a) CITY, at its own cost and expense, when performing any work in connection with the CROSSING SITE shall request RAILWAY to furnish any necessary construction watchmen for the protection of RAILWAY'S employees, property and train operations. RAILWAY shall be notified at least one (1) week in advance of the performance of any work in connection with the CROSSING SITE.

(b) In addition to, but not in limitation of any of the foregoing provisions, if at any time RAILWAY should deem it necessary to place construction watchmen for the protection of any person or property, during the construction, maintenance, repair, alteration, renewal, or removal at the CROSSING SITE, RAILWAY shall have the right to place such construction watchmen, or other persons at the sole cost and expense of the CITY. Upon receipt of a bill from RAILWAY, CITY shall promptly pay RAILWAY the full cost and expense of such construction watchmen. The furnishing or failure to furnish construction watchmen, or other persons by the RAILWAY under this paragraph, however, shall not release CITY from any and all other liabilities assumed by CITY under the terms of this Agreement, including its obligations

under Paragraph 15 hereof. The CITY shall give the RAILWAY one (1) week's advance written notice when it or its contractor or anyone claiming under this Agreement proposes to enter upon the CROSSING SITE to perform work under this Agreement in order that proper warning may be provided for trains. In emergency situations CITY shall give the RAILWAY telephonic notice. The CITY further agrees that at all times its personnel or agents are on the property of the RAILWAY, they will be accompanied by a RAILWAY representative and any cost involved will be borne by the CITY.

17. After the SURFACE and WARNING DEVICES have been installed and all other work to be performed by the RAILWAY under this Agreement has been completed and found to be in satisfactory working order by the RAILWAY, the RAILWAY shall furnish to the CITY an invoice showing the final total cost of material, labor and equipment furnished by the RAILWAY, and CITY shall pay such invoice no later than thirty (30) days from the date thereof.

18. Installation, maintenance and replacement of any and all railroad advance warning signs and pavement markings on any road approaching the CROSSING SITE shall be the sole responsibility and cost of the CITY, and at its sole expense.

19. The CITY shall promptly pay RAILWAY all charges for replacement, repair or otherwise of the CROSSING SURFACE and RAILROAD DEVICES within thirty (30) days of the date of invoice. Failure to promptly pay to RAILWAY amounts billed as due under this Agreement shall constitute default by the CITY.

20. The CITY hereby acknowledges that it has been notified that its personnel will or may be working in an area containing active fiber-optic transmission cable as well as other cables and other facilities.

21. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

22. This Agreement will be governed by the laws of the State of Florida. It constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. Any future change or modification of this Agreement must be in writing and signed by both parties.

23. It is understood by and between the respective parties hereto that this License Agreement cancels and supersedes previous License Agreements for this location regarding matters contained herein between the RAILWAY and any other person or entity.

IN WITNESS WHEREOF, the RAILWAY and the CITY have caused this instrument to be executed in their corporate names and respective seals to be hereunto affixed in duplicated the day first hereinafter written by their undersigned officials thereunto lawfully authorized.

Signed, sealed and
Delivered in the presence of:

Shay Canty
Brenda Price
Witnesses as to RAILWAY

**FLORIDA EAST COAST RAILWAY,
L.L.C., a Limited Liability Company**

By: Joseph L. Sch (Seal)
ATTEST: Theresa W. Raymo
Assistant Secretary

DATE: 2/23/06

Miriam Reyes
Meile Paton
Witnesses as to CITY
Ivan Bato
Title: City Manager

Approved as to form and
correctness:

Tom Ambro
Title: City Attorney

**CITY OF DANIA BEACH, a political
subdivision of the State of Florida**

By: Anne Castro
Anne Castro
Title: Mayor
Attest: Louise Stilson
Louise Stilson
Title: City Clerk
Date: 2-17-06

LICENSE AREA

November 23, 2005

File: 345/39/4288

N.W. 1ST STREET – MILEPOST 345+4,288' – FDOT # 272573H

A PARCEL OF LAND WITH UNIFORM WIDTH OF SEVENTY (70) FEET NORTHERLY AND SOUTHERLY AND EXTENDING EASTERLY AND WESTERLY ACROSS THE RIGHT-OF-WAY AND MAIN TRACK OF THE RAILWAY AT N.W. 1ST STREET IN DANIA BEACH, FLORIDA, WITH LONGITUDINAL CENTER LINE OF SAID PARCEL LOCATED FOUR THOUSAND TWO HUNDRED EIGHTY EIGHT (4,288) FEET SOUTHERLY FROM THE RAILWAY'S MILE POST NO. 345 AS MEASURED FROM JACKSONVILLE, FLORIDA, SAID RIGHT-OF-WAY OF THE RAILWAY HAVING A TOTAL WIDTH OF ONE HUNDRED (100) FEET AT THIS LOCATION, BEING FIFTY (50) FEET IN WIDTH ON THE EAST AND WEST SIDE OF THE CENTERLINE OF THE MAIN TRACK.

EXHIBIT "A"

FLORIDA DEPARTMENT OF TRANSPORTATION

Listed Below are signal installations by type and class:

FLASHING SIGNALS - ONE TRACK

Type = 1, Class = 1

FLASHING SIGNALS - MULTIPLE TRACKS

Type = 1, Class = 2

FLASHING SIGNALS AND CANTILEVER - ONE TRACK

Type = 2, Class = 1

FLASHING SIGNALS AND CANTILEVERS - MULTIPLE TRACKS

Type = 2, Class = 2

FLASHING SIGNALS AND GATE - ONE TRACK

Type = 3, Class = 3

FLASHING SIGNALS AND GATE - MULTIPLE TRACKS

Type = 3, Class = 4

FLASHING SIGNALS AND GATE WITH CANTILEVER - ONE TRACK

Type = 4, Class = 3

FLASHING SIGNALS AND GATE WITH CANTILEVER - MULTIPLE TRACKS

Type = 4, Class = 4

TYPE OF TRAFFIC CONTROL DEVICES

- I Flashing signals
- II Flashing signals with cantilevers
- III Flashing signals with gate
- IV Flashing signals with cantilevers & gate

CLASS OF TRAFFIC CONTROL DEVICES

- I Flashing signals - one track
- II Flashing signals - multiple track
- III Flashing signals & gates - one track
- IV Flashing signals & gates - multiple track

EXHIBIT "C"

SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals – One Track	\$1,870.00
II	Flashing Signals – Multiple Tracks	\$2,474.00
III	Flashing Signals and Gates – One Track	\$2,820.00
IV	Flashing Signals and Gates – Multiple Tracks	\$3,540.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE: 14-46.002
Responsibility for the Cost of Automatic Highway
Grade Traffic Control Devices

F. A. RULE EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044. F. S.

SPECIFIC LAW IMPLEMENTED: 335.144.F. S.

*This schedule was effective July 1, 2001, and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

EXHIBIT "C"

INDEMNITY OF FLORIDA EAST COAST RAILWAY, L.L.C.
AND INSURANCE REQUIREMENTS

The Contractor by execution and delivery hereof, agrees that it shall and will at all times hereafter indemnify, defend and save harmless the Florida East Coast Railway, L.L.C from and against all judgments, and all loss, claims, damages, costs, charges, and expenses ("Costs") which it may suffer, sustain, or in anywise be subjected to on account of or occasioned by the operations of the Contractor, or any of the subcontractors, or both, whether directly or indirectly under, or pursuant to, this construction contract, including any such Costs arising from the death, bodily injury or personal injury of, as follows:

Of any person, including without limitation upon the generality of the foregoing description, employees and officers of Florida East Coast Railway, L.L.C., employees and officers of materialmen, employees and officers of the Contractor, employees and officers of all subcontractors, and from loss damage, injury and loss of use of any real or personal property (a) in which Florida East Coast Railway Company has any ownership interest, and (b) personal property in the custody of Florida East Coast Railway Company under any transportation contracts; including without limitation upon the generality of the two foregoing enumerations, all railroad equipment commonly described as rolling stock and the contents of the same.

In furtherance of its obligation to indemnify, defend and save harmless, Contractor shall procure and keep in effect comprehensive general liability insurance in the limits of \$5,000,000.00 each occurrence for bodily injury or death and \$3,000,000.00 property damage each occurrence with a \$5,000,000 aggregate covering all obligations of Contractor to indemnify the Railway by Contractual Assumed Liability Endorsement, with all railroad exclusives removed. Alternatively, Contractor may procure and keep in effect during the life of this construction contract, as aforesaid, Railroad Protective Liability Policies insuring the Railway directly as insured against losses and damages with the limits specified in this paragraph.

In addition to the above, Contractor shall, at its cost and expenses, maintain a Workman's Compensation Insurance Policy as required in the State of Florida.

All such insurance, directly or indirectly for the benefit of the Railway, shall be in a form satisfactory to Railway's Manager of Insurance and issued by a casualty company/insurance company authorized to do business in the State of Florida that has a "Best's" rating of A or A+ and a financial category size of Class XII or higher.

EXHIBIT "D"

Invoice

Please make checks payable to:

Florida East Coast Railway, LLC
P. O. Box 743068
Atlanta, GA 30374-3068

Page No	1 of 1
Invoice No	45184191
Invoice Date	11/18/2021
Due Date	12/3/2021
Customer	188568

Billing Address:

CITY OF DANIA
100 WEST DANIA BECH BLVD
DANIA FL 33004

***** SCAM WARNING *****

Please be aware that FEC will never call you or send you an email to request changes to our bank information. If you receive a phone call or email from someone claiming to be from FEC and requesting such changes, you are most likely being contacted by an impostor. Do not make any changes. Instead, hang up and contact FEC directly to confirm if the request is valid.

Invoice	Vendor Invoice	Remark	Amount
45184191			
XING PROJECT @ NW 1ST ST			
82,980.34			
MP 345.81 (+4288')			
FDOT# 272573H			
WO# 2290474			
Service Period: 3/31/21-9/30/21			
Progress Bill # 1			

----- Tear Here -----

Please detach this portion of the invoice and mail it with your check

Invoice Remittance Slip

Customer:

CITY OF DANIA
100 WEST DANIA BECH BLVD
DANIA FL 33004

Make Checks Payable to:

Florida East Coast Railway, LLC
P. O. Box 743068
Atlanta, GA 30374-3068

Invoice No	45184191
Invoice Date	11/18/2021
Due Date	12/3/2021
Amount Due	82,980.34
Customer	188568

**BILL COLLECTIBLE
FLORIDA EAST COAST RAILWAY**

ORIGINAL

BILL REF NO.	BILL DATE
	11/18/2021

DATE DUE	CUSTOMER #

CUSTOMER Name & Address

Ms. Ana Garcia
City Manager
City of Dania Beach
100 W. Dania Beach Blvd
Dania Beach, FL 33004

DESCRIPTION:

Xing Project @ N.W. 1st Street
MP 345.81 (+4288')
FDOT# 272573H
WO# 2290474
Service Period: 3/31/21-9/30/21
Progress Bill # 1

INVOICE TOTAL \$ 82,980.34

DISTRIBUTION:

<i>Account Number</i>	<i>Amount</i>
200.12242 / WO# 2290474	\$ 82,980.34
TOTAL \$ 82,980.34	

WO# 2290474
MP 345.81 (+4288')
Location N.W. 1st Street
Progress Bill # 1

Project Type Xing
Contract # FDOT# 272573H
Service Period: 3/31/21-9/30/21

SUMMARY OF CHARGES	Prog Bill #1
FEC HOURLY LABOR / MEALS / PER DIEM	7,017.22
FEC SALARIED EMPLOYEES	1,355.37
FEC EQUIPMENT	1,614.59
P-CARDS & FEC EXPENSE REPORTS	17.11
FEC MATERIALS FROM INVENTORY	12,324.19
WORK TRAIN	740.42
INVOICES / OUTSIDE CONTRACTORS	59,911.44
TOTAL	82,980.34

Total Billed (incl this invoice)	82,980.34
Contract Amount	120,065.33
Contract Amount Remaining	37,084.99

FEC HOURLY LABOR / MEALS / PER DIEM

WO# 2290474 MP 345.81 (+4288') N.W. 1st Street

Progress Bill # 1

	<u>Hrs</u>		<u>Rate</u>		<u>Amount</u>
Straight Time	68	@ \$	31.7229	= \$	2,157.16
Travel	9	@ \$	31.5544	= \$	283.99
Overtime	36.5	@ \$	46.6668	= \$	1,703.34
					<u>\$ 4,144.49</u>
Labor Overhead	60.58%				\$ 2,510.73
TOTAL FEC HOURLY LABOR					<u>\$ 6,655.22</u>

	<u>Days</u>		<u>Rate</u>		<u>Amount</u>
Signal Meals	2	@ \$	38.00	= \$	76.00
MOW Meals	4	@ \$	37.50	= \$	150.00
Per Diem	2	@ \$	68.00	= \$	136.00
					<u>\$ 362.00</u>
Labor Overhead	60.58%				\$ 219.30
TOTAL MEAL/PER DIEM EXPENSES					<u>\$ 581.30</u>

Total Hourly Labor & Meals/Per Diem	<u>\$ 7,236.52</u>
<i>Labor overhead is not billable for Meals/Per Diem</i>	<u>\$ (219.30)</u>

TOTAL HOURLY LABOR & CREW EXP	<u>\$ 7,017.22</u>
--	---------------------------

FEC SALARIED EMPLOYEES

WO# 2290474 MP 345.81 (+4288') N.W. 1st Street

Progress Bill # 1

	<u>Hrs</u>			<u>Rate</u>		<u>Amount</u>
Accounting	2	@	\$	26.92	=	53.84
						53.84
				Labor Overhead	70.41%	37.91
OFFICE EMPLOYEES SUB-TOTAL					=	91.75

Engineering Manager	6.75	@	\$	46.68	=	315.09
Engineering Admin	2	@	\$	25.06	=	50.12
SUPV MOW - MAR 2021	10	@	\$	42.17	=	421.70
Supervisor Time		@			=	
Supervisor Time		@			=	
						786.91
				Labor Overhead	60.58%	476.71
SUPERVISOR SUB-TOTAL					=	1,263.62

TOTAL FEC SALARIED EMPLOYEES	=	\$ 1,355.37
-------------------------------------	----------	--------------------

***NOTE - There is not a payroll report for salaried employees like the one for the hourly labor.**

FEC EQUIPMENT

WO# 2290474 MP 345.81 (+4288') N.W. 1st Street

Progress Bill # 1

<u>Description</u>	<u>Hrs</u>	<u>Blue Book</u>			<u>Amount</u>
			<u>Hrly Rate</u>		
2017 FORD F350 SUPERCAB	12.00 @	\$	26.98	=	323.76
2017 FORD F350 SUPERCAB	12.50 @	\$	26.98	=	337.25
2017 FORD F350 SUPERCAB	11.00 @	\$	26.98	=	296.78
2015 FORD F350 - NEW	9.00 @	\$	43.00	=	387.00
2019 FORD F350	10.00 @	\$	26.98	=	269.80

TOTAL EQUIPMENT	\$ 1,614.59
------------------------	--------------------

PURCHASING CARDS (P-CARD) & FEC EMPLOYEE EXPENSE REPORTS

WO# 2290474 MP 345.81 (+4288') N.W. 1st Street

Progress Bill # 1

<u>Explanation</u>	<u>Remark</u>	<u>Amount</u>
PCARD TRANSACTION	ADVANCE AUTO PARTS #9183 - PUR	17.11

TOTAL P-CARDS / EXPENSE REPORTS	\$	17.11
--	-----------	--------------

FEC MATERIALS ISSUED FROM CURRENT INVENTORY

WO# 2290474 MP 345.81 (+4288') N.W. 1st Street

Progress Bill # 1

<u>Type</u>	<u>Number</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Units</u>	<u>Unit Price</u>
II	322113	9/21/2021	RAIL, 136-8 RE,HEAD HARDENED	4,050.74	214.00	18.9287
II	322113	9/21/2021	TIE PLATE, PANDROL, TPL FOR 6"	797.36	84.00	9.4924
II	322113	9/21/2021	CLIP, "E" ECL-2055	372.42	168.00	2.2168
II	322113	9/21/2021	EVERGRIP G2 15/16" X 6"-1/2	583.26	336.00	1.7359
II	322113	9/21/2021	5/8" X 12" CROSSING SCREW	24.92	14.00	1.7800
II	322113	9/21/2021	JOINT BAR, 132#-136 STR (PAIR)	718.00	8.00	89.7500
II	322113	9/21/2021	WASHER-TRACK SPRING 1"	14.08	16.00	0.8800
II	322113	9/21/2021	TRACK BOLT, 1" X 6"	47.68	16.00	2.9800
II	322113	9/21/2021	RAIL WELDING UNIT,141/132#, CJ	368.00	4.00	92.0000
II	322113	9/21/2021	REFRACTORY PASTE, BOUTET	15.40	4.00	3.8500
II	322113	9/21/2021	BASE BRIQUETTE, 1/4" WORN	27.00	4.00	6.7500
II	322113	9/21/2021	SWITCH TIE, 10 FT. 7" X 9",	3,513.14	42.00	83.6462
II	322113	9/21/2021	PACKING MUD, BOUTET *5 PER BOX	33.80	4.00	8.4500
II	322113	9/21/2021	#3 MODIFIED BALLAST, APPROX.	1,171.52	1.00	1,171.5200

Subtotal **11,737.32**

5.00% Material Overhead 586.87

TOTAL MATERIALS	12,324.19
------------------------	------------------

WORK TRAIN

WO# 2290474 MP 345.81 (+4288') N.W. 1st Street
Progress Bill # 1

WORK TRAIN - EQUIPMENT	1	DAY @ \$ 180.00	=	\$ 180.00
WORK TRAIN CREW LABOR	16	HRS @ \$ 21.29	=	\$ 340.64
WORK TRAIN LABOR OVERHEAD	64.52%		=	\$ 219.78

TOTAL WORK TRAIN			=	\$ 740.42
-------------------------	--	--	----------	------------------

INVOICES / OUTSIDE CONTRACTORS

WO# 2290474 MP 345.81 (+4288') N.W. 1st Street

Progress Bill # 1

<u>Vendor</u>	<u>Invoice #</u>	<u>FEC Check #</u>	<u>Amount</u>
RAILPROS FIELD SERVICES, INC	FEC-2103B		1,136.24
XORAIL INC (ACH)	520293		365.00
GULFSTREAM ENGINEERING CO(ACH)	FEC6075		58,410.20

TOTAL INVOICES	\$ 59,911.44
-----------------------	---------------------



RAILPROS

8381 Dix Ellis Trail, Suite 120
Jacksonville, FL 32256
(904) 296-8088

FEC Project Number

32189

Work Order #

2290474

Account #

200.12242

Milepost Location

MP 345.81

Work Address

Dania Beach, FL

Contractor

Project ID

Bill To

FEC Railway

7150 Phillips Hwy

Jacksonville, FL 32256

Date		FJ #	Start	Stop	Days	OT	Base	OT	Total
03/30/2021	Tuesday	32189	05:30	18:00	1	2.5	\$838.59	\$297.65	\$1,136.24
					1	2.5			\$1,136.24

Florida East Coast Railway Flagging Order

Effective February 1, 2019

For any work that requires excavating on RR property, a SDL (signal dig location) number must be issued by FEC by calling 1-800-342-1131 ext. 2377. IT IS YOUR RESPONSIBILITY to call BOTH the FEC Railway for SDL number and Sunshine state one call (dial 811) prior to doing any excavating.

1	Date Request Submitted	3/1/2020
2	Company Requesting	FEC Railway
3	Sub Contractor	FEC Railway
4	Person Requesting	Ben Ortegon
5	Phone	219-921-6330
6	Email	Ben.Ortegon@fecrwy.com
7	Fax	
8	Services being provided for:	FEC Railway
9	Contact Name	
10	Phone	
11	Email	
12	Field Contact name	Ben Ortegon
13	Phone	219-921-6330
14	Email	Ben.Ortegon@fecrwy.com
15	Bill to	FEC Railway
16	Billing Email Address	Ben.Ortegon@fecrwy.com
17	Billing Address	7150 Phillips Hwy
18	City, State, Zip	Jacksonville FL 32256
19	PO Number	
20	Start date	3/30/2021
21	Start & Stop Times	0700-1700
22	Expected Duration	1 day
23	Job Location	345.81 NW 1st
24	Job Description	Paving Crossing
25	Print Name:	Ben Ortegon
26	Accepted by: DO NOT print to sign, please use electronic signature or type name. Please keep the form as an Excel file. NO PDF	<i>Ben Ortegon</i>

Note: By signing this form you accept your company is responsible for the costs associated with the work.

Daily Rates These rates are incurred for 0 - 10 hours. After 10 hours, time will be charged in one hour increments at the overtime rate	0-10 Hours \$1,200.00/Weekday \$1,700.00/Saturday \$2,000.00/Sunday	Overtime Rate \$180.00/Hour \$255.00/Hour \$300.00/Hour
Holiday Rates Railroad holidays include: New Year's Eve, New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day	0-10 Hours \$2,000.00/Holiday	Overtime Rate \$300.00/Hour

Job set up and breakdown takes approximately 30 minutes to 2.5 hours each day depending on the type of protection required. This time will be added on to the working hours.

Should less than 48 hours notice be given, a mobilization service fee will be charged of \$100 per occurrence.

PLEASE ENSURE THE INFORMATION ON THE ORDER IS CORRECT WHEN YOU RECEIVE YOUR CONFIRMATION.

FEC will send your invoice via email to the billing email address you provide.

ALL CANCELLATIONS or RESCHEDULING must be provided with 24 hours notice!! Cancellations, Rescheduling, Callbacks of assigned jobs provided by RailPros should be managed with:

Sunny Richardson
Sean Quigley

Sunny.richardson@RailPros.com
sean.quigley@RailPros.com

phone 904.699.9955 or
phone 317.667.2864

FAILURE TO DO SO WILL RESULT IN A FULL DAY CHARGE!

Information below will be completed and Job Confirmation will be sent to you by RailPros. Please refer to Job number below when calling about job

SDL Number (assigned by FEC)	
FEC MP	345.81
Job Number #	32189
Work Order # / Account #	2290474/ 200.12242



Toll Free (877) 315-0513
1320 Greenway Dr #490
Irving, TX 75038
www.railpros.com

Railroad: Florida East Coast
Railway

DAILY WORK REPORT

Day Classification: Billable Day

Project Information

Date:	03/30/2021	RWIC Name:	Bobby Jameson
Project Location:	DaniaFL	Work Order Number:	2290474
Client:	Florida East Coast Railway	Office Phone:	3057333748
RPFS Job#:	32189	RWIC Start Time:	05:30
Daily Mileage:	0	RWIC End Time:	18:00
Per Diem:	Standard Per Diem	Total Hours:	12.5

Work Zone Information

Subdivision:		Track Supervisor:	
MP Location:	MP345	DOT Crossing:	
Status of Job:	On-going		
Type of Protection:	Form W		

Description of Work and Daily Itinerary / Notes:

paving NW 1st crossing 6mens 3 machine

Signatures

RWIC Signature: 

Date: 03/30/2021

Client Signature: 

Date: 03/30/2021

Client Name: Douglas Gonzalez

Client Number: 3057333748



INVOICE

5011 Gate Parkway
Building 100, Suite 400
Jacksonville, FL 32256

TEL 904.443.0083
WEB www.xorail.com

Invoice Date 04/22/2021
Invoice # 520293
Terms 30 NET
Due Date 05/22/2021
Project # 111500
Tax Id 47-0724077
Client # See Below
PO # N/A

BILL TO: FLORIDA EAST COAST RAILWAY
Attn: Daniel Fetahovic
7150 Phillips Highway
Jacksonville, FL 32256

Description			Location	
2021 Crossing Resurfacing Program			See Below	
Account	Task/Record	R&L Code	Engineer	WO#
				See Below
Comments		WO# 2290474 - N.W. 1st Street - DOT# 272573H - MP. 345.81 (+4288)		

Description	Amount
Dania, (Broward), FL - N.W. 1st Street - Final Engineering/Final Invoice	365.00

KEGLEY JR, CHARLES W

Florida East Coast
RAILWAY

INVOICE APPROVAL



PO



NON-PO

PO

Reviewed

WO 2290474

ACCT 200.12242

Approved

Total	365.00
-------	--------

Approved By
Customer Approved By

Terry J. Frank

Date Approved
Date Approved

4/22/2021



Gulfstream Engineering Company

P.O. Box 126370 • Hialeah, FL 33012 • (305) 556-3055 • Fax (305) 822-5454

INVOICE

DATE	INVOICE NO
4/12/2021	FEC 6075

BILL TO:
FEC Railway
7150 Philips Hwy
Jacksonville, FL 33317
Attn: Scott Bannwart

Acct 300.12242
Work 2290474

P.O. NUMBER	TERMS	PROJECT
1270117	Net 30 Days	R21-6408 / NW 1st. R...

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Provide labor, equipment, and supervision as necessary in order to reconstruct the Railroad crossing located @ NW 1st St, MP 345+4288, FDOT# 272573H.		
1 (LS)	Mobilization	5,250.00	5,250.00
108 (TF)	New crossing panel construction	32.00	3,456.00
108 (TF)	Removal of Old panel & Install new panel	67.00	7,236.00
34 (TF)	Sawcut and remove asphalt	34.00	1,156.00
34 (TF)	Install new crossing material	45.00	1,530.00
4 (EA)	Thermite weld	450.00	1,800.00
41.1 (tons)	Restore asphalt	150.00	6,165.00
	Credit for reduced asphalt cost	-399.90	-399.90
	Milling of asphalt-4 Hrs (Bobcat w/milling attach., 4 Laborers)	910.80	910.80
	Striping	1,888.32	1,888.32
	Maintenance of traffic- Police	6,357.12	6,357.12
	Maintenance of traffic- Barricades	4,715.11	4,715.11
	RPL Insurance Surcharge	275.00	275.00
	Wednesday, February 10th, 2021-Hauling wood ties to crossing		
2.5	Tractor & Extendable flatbed trailer w/driver (REG)	90.00	225.00
	Thursday, March 11th, 2021- Equipment mobilization		
1	Lowboy w/driver	90.00	90.00
10.5	Dump truck w/driver (REG)	55.00	577.50
1	Dump truck w/driver (OT)	65.00	65.00
Thank You For Your Business!		TOTAL	



Gulfstream Engineering Company

P.O. Box 126370 • Maitland, FL 32812 • (305) 556-3055 • Fax (305) 822-5454

INVOICE

DATE	INVOICE NO.
4/12/2021	FEC 6075

BILL TO:
FEC Railway
7150 Philips Hwy
Jacksonville, FL 32317
Attn: Scott Bannwart

P.O. NUMBER	TERMS	PROJECT
1270117	Net 30 Days	R21-6408 / NW 1st. R...

QUANTITY	DESCRIPTION	RATE	AMOUNT
4	Field supervisor (REG)	65.00	260.00
4	Wheel loader w/operator (REG)	52.00	208.00
	Sunday, March 28th, 2021- Surfacing		
11	2400 hydraulic tamper w/operator (OT)	235.00	2,585.00
11	Ballast regulator w/operator (OT)	137.50	1,512.50
11	Foreman (OT)	53.00	583.00
11	Railroad stabilizer (OT)	295.00	3,245.00
	Monday, March 29th, 2021- Surfacing		
8	Railroad stabilizer (REG)	275.00	2,200.00
3.5	Railroad stabilizer (OT)	295.00	1,032.50
8	Foreman (REG)	35.75	286.00
3.5	Foreman (OT)	53.00	185.50
8	2400 hydraulic tamper w/operator (REG)	210.00	1,680.00
3.5	2400 hydraulic tamper w/operator (OT)	235.00	822.50
8	Ballast regulator w/operator (REG)	115.00	920.00
3.5	Ballast regulator w/operator (OT)	137.50	481.25
	Hauling away wood ties		
5	Dump truck w/driver (REG)	55.00	275.00
1	Dump truck w/driver (OT)	65.00	65.00
	Friday, April 2nd, 2021- Testing welds		
4	Foreman (OT)	53.00	212.00
4	Skilled laborer (OT)	36.50	146.00
Thank You For Your Business!		TOTAL	



Gulfstream Engineering Company

P.O. Box 120370 • Maitland, FL 32812 • (305) 550-3055 • Fax (305) 822-5454

INVOICE

DATE	INVOICE NO.
4/12/2021	FEC 6075

BILL TO:
FEC Railway
7150 Philips Hwy
Jacksonville, FL 33317
Attn: Scott Bannwart

P.O. NUMBER	TERMS	PROJECT
1270117	Net 30 Days	R21-6408 / NW 1st. R...

QUANTITY	DESCRIPTION	RATE	AMOUNT
4	Service vehicle	18.50	74.00
	Monday, April 5th, 2021-Hauling old rails and plates to FEC yard		
4	Truck crane w/operator (REG)	85.00	340.00
Thank You For Your Business!		TOTAL	\$58,410.20

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 A FIRST AMENDMENT AGREEMENT FOR VARIOUS DEPARTMENTS TO UTILIZE TEMPORARY EMPLOYMENT SERVICES TO BE OBTAINED FROM VARIOUS EMPLOYMENT VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT #19-D-112F, WHICH AMENDMENT WILL EXTEND THE AGREEMENT THROUGH JULY 14, 2022 AND MAY EXCEED AN ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

MEMO - Temporary Staffing Contract - 2021 (002), R-2022- Temporary Employment Services First Amendment to the Agreements, EXHIBIT A to Amendments - Temporary Staffing Services



CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

DATE: December 1, 2021

TO: Honorable Mayor and Commission

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

VIA: Candido Sosa-Cruz, Assistant City Manager

FROM: Linda Gonzalez, Human Resources and Risk Management Director

RE: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT AGREEMENT FOR VARIOUS DEPARTMENTS TO UTILIZE TEMPORARY EMPLOYMENT SERVICES TO BE OBTAINED FROM VARIOUS EMPLOYMENT VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT

Request

The Human Resources Department (HR) requests approval of a resolution to contract with temporary labor services vendors through the Southeast Florida Government Purchasing Cooperative Group, and to exceed the City's annual vendor threshold of \$25,000.00.

Background

City departments utilize temporary staffing services for ongoing staffing needs, including unplanned and unforeseen instances that arise throughout the fiscal year. A number of vendors were awarded the temporary staffing services contract through the Southeast Florida Government Purchasing Cooperative Group (also known as the Co-op), Contract No. #19-D-112F. The contract was valid through January 14, 2022, with a two-year renewal option. The Cooperative Group Contract is through the City of Coral Springs, as the lead agency, extended the contract only until July 14, 2022, (for 6 months), because they were not satisfied with all of the vendors. Therefore, two (2) vendors were removed from the list of possible vendors to utilize. Therefore, the City of Dania Beach may continue to utilize the four (4) remaining vendors listed until July 14, 2022. The Town of Southwest Ranches will issue a new RFP on behalf of the

Co-op, to solicit additional vendors. Once that RFP is completed, we will be able to utilize their RFP upon additional approval from the Commission for these services.

Therefore, the request is to continue with the current contract until July 14, 2022, eliminating two (2) vendors from the list, and continuing with the four (4) listed vendors.

HR is seeking approval to utilize the following vendors and exceed the \$25,000 annual vendor threshold, where applicable:

- Temporary Employment Services:
 - 4 Best Business Corp.
 - COCCHHBHA Enterprises Inc. d/b/a CEI Staffing
 - SOFTHQ Inc.
 - REDCON Solutions Group LLC
- Eliminated vendors:
 - 22nd Century Technology
 - Athena Consulting, LLC

All Department use of temporary staffing shall be made in accordance with the City's Temporary Staffing Policy and within the respective department's approved operating budget for FY2021.

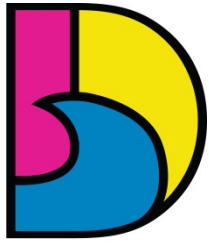
Attachments:

Southeast Florida Governmental Purchasing Cooperative Group Contract – Exhibit A
contracts for each approved vendor (4)

- 4 Best Business Corp. – Exhibit B
- COCCHHBHA Enterprises Inc. d/b/a CEI Staffing – Exhibit C
- SOFTHQ Inc. – Exhibit D
- REDCON Solutions Group LLC – Exhibit E

Budgetary Impact

All expenditures for temporary labor services will be made within the current and future fiscal year's budgeted accounts, within the respective departments/divisions.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH HUMAN RESOURCES DEPARTMENT

MEMORANDUM

Recommendation

The City Administration recommends approval of the resolution to contract with temporary labor services vendors through the Southeast Florida Government Purchasing Cooperative Group No. #19-D-112F, and to exceed the City's annual vendor threshold of \$25,000.

RESOLUTION NO. 2022-005

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT AGREEMENT FOR VARIOUS DEPARTMENTS TO UTILIZE TEMPORARY EMPLOYMENT SERVICES TO BE OBTAINED FROM VARIOUS EMPLOYMENT VENDORS UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT #19-D-112F, WHICH AMENDMENT WILL EXTEND THE AGREEMENT THROUGH JULY 14, 2022 AND MAY EXCEED AN ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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 or limitation at \$25,000.00 for a vendor each fiscal year; and

WHEREAS, the City has planned temporary employment services budgeted in Fiscal Year 2021-2022; and

WHEREAS, pursuant to Resolution No. 2020-051, the City Commission authorized an Agreement under the Southeast Florida Government Purchasing Cooperative Group, Contract No. #19-D-112F for temporary employment services from the following employment staffing vendors:

- 4 Best Business Corp.
- COCCHHBHA Enterprises Inc. d/b/a CEI Staffing
- SOFTHQ Inc.
- REDCON Solutions Group LLC; and

WHEREAS, those agreements will expire on January 14, 2022 and the Southeast Florida Government Purchasing Cooperative Group has exercised the first renewal for a period of six (6) months, through July 14, 2022; and

WHEREAS, the Human Resources Department and other City departments require temporary staffing services during the term of contract, which may exceed the annual Twenty Five Thousand Dollars (\$25,000.00) City purchase threshold for a single vendor and, therefore, Commission approval is required;

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

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

Section 2. That the proper City officials are authorized to execute a First Amendment to the Agreements for temporary employment services with the aforementioned firms exceeding an amount that may exceed the annual vendor \$25,000.00 purchase threshold from a single vendor, which First Amendments are attached as composite Exhibit “A”, and it is made a part of and is incorporated into this Resolution by this reference.

Section 3. That all Department purchases from any temporary employment vendor shall be made within the respective Departments’ approved level of its annual budget appropriation.

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

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

PASSED AND ADOPTED on January 11, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND 4 BEST BUSINESS CORP., A FLORIDA CORPORATION, FOR PROVIDING TEMPORARY EMPLOYMENT SERVICES UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT INVITATION TO BID (“ITB”) NO. 19-D-112F.

This is a First Amendment (“Amendment”) dated _____, 2022, 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 4 Best Business Corp., a Florida corporation (“Contractor”), with a primary mailing address of 3600 Red Road, Suite 306, Miramar, Florida 33025.

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

1. The current contract, and any amendment(s) to it (the “Contract”), under the Southeast Florida Governmental Purchasing Cooperative Group ITB No. 19-D-112F, between the Contractor and the City of Coral Springs as lead agency, 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 service rates are lower than those afforded to any city for these same services, then Contractor shall provide such lower rates to the City.
2. The current Agreement is valid through January 14, 2022 and this First Amendment to the Agreement will extend the Agreement term through July 14, 2022.
3. The term of this Agreement shall be effective for the duration of the City of Coral Springs 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 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;

EVE A. BOUTSIS, CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

**CONTRACTOR:
4 BEST BUSINESS CORP.
a Florida corporation**

Signature

Signature

PRINT Name

PRINT Name

Signature

Title

PRINT Name

Dated: _____, 2022

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2022, by _____, as _____ of 4 Best Business Corp., Florida corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND COCHHBHA ENTERPRISES, INC., (D/B/A CEI STAFFING), A FLORIDA CORPORATION, FOR PROVIDING TEMPORARY EMPLOYMENT SERVICES UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT INVITATION TO BID (“ITB”) NO. 19-D-112F.

This is a First Amendment (“Amendment”) dated _____, 2022, 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 COCHHBHA Enterprises, Inc., a Florida corporation (d/b/a CEI Staffing) (“Contractor”), with a primary mailing address of 10258 NW 47th Street, Sunrise, Florida 33351

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

1. The current contract, and any amendment(s) to it (the “Contract”), under the Southeast Florida Governmental Purchasing Cooperative Group ITB No. 19-D-112F, between the Contractor and the City of Coral Springs as lead agency, 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 service rates are lower than those afforded to any city for these same services, then Contractor shall provide such lower rates to the City.
2. The current Agreement is valid through January 14, 2022 and this First Amendment to the Agreement will extend the Agreement term through July 14, 2022.
3. The term of this Agreement shall be effective for the duration of the City of Coral Springs 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 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;

EVE A. BOUTSIS, CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONTRACTOR:
COCHHBHA ENTERPRISES, INC.
(d/b/a CEI Staffing), a Florida
corporation

Signature

Signature

PRINT Name

PRINT Name

Signature

Title
Dated: _____, 2022

PRINT Name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2022, by _____, as _____ of COCHHBHA Enterprises, Inc., (d/b/a CEI Staffing), a Florida corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND SOFTHQ, INC., A FOREIGN CORPORATION AUTHORIZED TO CONDUCT BUSINESS IN FLORIDA, FOR PROVIDING TEMPORARY EMPLOYMENT SERVICES UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT INVITATION TO BID (“ITB”) NO. 19-D-112F.

This is a First Amendment (“Amendment”) dated _____, 2022, 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 SOFTHQ, Inc., a Foreign corporation authorized to conduct business in Florida (“Contractor”), with a primary mailing address of 6494 Weathers Place, Suite 200, San Diego, California 92121.

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

1. The current contract, and any amendment(s) to it (the “Contract”), under the Southeast Florida Governmental Purchasing Cooperative Group ITB No. 19-D-112F, between the Contractor and the City of Coral Springs as lead agency, 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 service rates are lower than those afforded to any city for these same services, then Contractor shall provide such lower rates to the City.
2. The current Agreement is valid through January 14, 2022 and this First Amendment to the Agreement will extend the Agreement term through July 14, 2022.
3. The term of this Agreement shall be effective for the duration of the City of Coral Springs 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 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;

EVE A. BOUTSIS, CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

**CONTRACTOR:
SOFTHQ, INC.
a Foreign corporation**

Signature

Signature

PRINT Name

PRINT Name

Signature

Title

PRINT Name

Dated: _____, 2022

STATE OF CALIFORNIA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2022, by _____, as _____ of SOFTHQ, Inc., a Foreign corporation authorized to conduct business in Florida. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of California

Print Name

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND REDCON SOLUTIONS GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR PROVIDING TEMPORARY EMPLOYMENT SERVICES UNDER THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT INVITATION TO BID (“ITB”) NO. 19-D-112F.

This is a First Amendment (“Amendment”) dated _____, 2022, 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 REDCON Solutions Group, LLC, a Florida limited liability company (“Contractor”), with a primary mailing address of 8707 Silk Bay Place, Orlando, Florida 32827.

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

1. The current contract, and any amendment(s) to it (the “Contract”), under the Southeast Florida Governmental Purchasing Cooperative Group ITB No. 19-D-112F, between the Contractor and the City of Coral Springs as lead agency, 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 service rates are lower than those afforded to any city for these same services, then Contractor shall provide such lower rates to the City.
2. The current Agreement is valid through January 14, 2022 and this First Amendment to the Agreement will extend the Agreement term through July 14, 2022.
3. The term of this Agreement shall be effective for the duration of the City of Coral Springs 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 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;

EVE A. BOUTSIS, CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONTRACTOR:
REDCON SOLUTIONS GROUP, LLC
a Florida limited liability company

Signature

Signature

PRINT Name

PRINT Name

Signature

Title

PRINT Name

Dated: _____, 2022

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2022, by _____, as _____ of REDCON Solutions Group, LLC, Florida, a limited liability company. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

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

PAGE 1 OF 2

BID/RFP No. #19-D-112F

Description/Title: TEMPORARY EMPLOYMENT SERVICES

Initial Contract Term: Start Date: 1/15/2020 End Date: 1/14/2022

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

Renewal No. 1 Start Date: 1/15/2022 End Date: 7/14/2022

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

SECTION #1

VENDOR AWARD

Vendor Name: 4 BEST BUSINESS CORP
Vendor Address: 3600 RED ROAD, #306 MIRAMAR, FL 33025
Contact: ANDREINA PESCHIERA, GOVT ACCT MANAGER
Phone: 954 212-1442 EXT 528 Fax: 888 908 9491
Cell/Pager: _____ Email Address: APESCHIERA@4BBCORP.COM
Website: _____ FEIN: 542094754

VENDOR AWARD

Vendor Name: REDCON SOLUTIONS GROUP LLC
Vendor Address: 3529 PROGRESS DRIVE ORLANDO, FL 32826
Contact: KYLE EVANS, PRESIDENT & CEO
Phone: 407 810 1916 Fax: 407 613 2701
Cell/Pager: _____ Email Address: KYLE.EVANS@REDCONSOLUTIONSGROUP.COM
Website: _____ FEIN: 472299961

VENDOR AWARD

Vendor Name: COCHHBHA ENTERPRISES INC DBA CEI STAFFING
 Vendor Address: 10258 NW 47TH STREET SUNRISE, FL 33351
 Contact: EDDIE EDWARDS, JR PRESIDENT
 Phone: 866 676 3502 Fax: 888 588 9729
 Cell/Pager: _____ Email Address: IEDDIE@THECEI.COM
 Website: _____ FEIN: 201842208

VENDOR AWARD

Vendor Name: SOFTHQ INC
 Vendor Address: 6494 WEATHERS PLACE, SUITE 200 SAN DEIGO, CA 92121
 Contact: KRANTI PONNAM, PRESIDENT
 Phone: 858 658 9200 Fax: _____
 Cell/Pager: _____ Email Address: KRANTI@SOFTHQINC.COM
 Website: _____ FEIN: 271798370

SECTION #2**AWARD/BACKGROUND INFORMATION**

Award Date: 11/17/21 RENEWAL Resolution/Agenda Item No.: 488
 Insurance Required: Yes ☒ No _____
 Performance Bond Required: Yes _____ No ☒

SECTION #3**LEAD AGENCY**

Agency Name: CITY OF CORAL SPRINGS
 Agency Address: 9500 W SAMPLE ROAD CORAL SPRINGS, FL 33065
 Agency Contact: GAIL DIXON Email GDIXON@CORALSPRINGS.ORG
 Telephone: 954 344 1104 Fax: 954 344 1186

City of Coral Springs
City Commission Meeting Agenda Item
Summary Sheet

Meeting: November 17, 2021
Department: Financial Services
Initiated By: Gail Dixon
DOC ID: 488

SUBJECT: Temporary Employment Services (Dale Pazdra)

PLACEMENT: Consent

REQUESTED ACTION: Request to renew the contract Bid #19-D-112 for Temporary Employment Services for Administrative Positions to **4 Best Business Corp.** of Miramar, FL from January 15, 2022, through July 14, 2022 at an estimated expenditure of \$75,000.
(INCLUDE CONTRACT START/TERM DATES)

Request to renew the contract Bid #19-D-112 for Temporary Employment Services for Administrative and Industrial Positions to **Cochhbha Enterprises, Inc. d/b/a CEI Staffing** of Sunrise, FL from January 15, 2022, through July 14, 2022, at an estimated expenditure of \$75,000.

Request to renew the contract Bid #19-D-112 for Temporary Employment Services for Industrial Positions to **Redcon Solutions Group, LLC** of Orlando, FL and **SOFTHQ, Inc.** of San Diego, CA from January 15, 2022, through July 14, 2022 at an estimated expenditure of \$75,000. Funding Source: Approved Operating Budget (REQUEST TO RENEW)

ATTACHMENTS: #1 Second Amendment 4 Best Business Corp.
#2 Second Amendment Cochhbha Enterprises, Inc.
#3 Second Amendment Redcon Solutions Group, LLC.
#4 Second Amendment SOFTHQ, Inc.

BACKGROUND / DESCRIPTION:

The Southeast Florida Chapter of NIGP, Inc. Governmental Purchasing Cooperative Group (Co-Op), began approximately 28 years ago with a small group of Broward County cities. The Co-Op has grown to fifty-two (52) entities from Miami-Dade, Broward, and Palm Beach Counties.

The Co-Op combines the buying power of the members for products and services purchased to achieve the best available pricing under a term contract. The Co-Op also reduces staff time spent on bidding procedures by having a lead agency complete the bidding for all members that wish to participate in that procurement.

The City utilizes Temporary Employment Services in lieu of full-time staff and part-time personnel on a regular basis. The hourly rates are low and staff time is saved processing applications and hiring personnel for temporary assignments. The contract also affords the departments the opportunity to obtain personnel with only a 24-hour notice. In addition, at least fifteen (15) current or past City personnel started out as Temporary Staff and were able to obtain full time positions with the City based on their work performance as a temporary employee.

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: April 7, 2021**

Subject: Temporary Employment Services

The City has been the lead agency for the Temporary Employment Services contract for the past fourteen (14) years. A new bid was issued on August 6, 2019 and twenty-six (26) responses were received. Due to twenty-seven (27) agencies in the Co-Op utilizing the contract, a total of four (4) vendors were needed for each category of Administrative Job and Industrial Job positions.

Over the course of the past two (2) years, two of the six vendors originally awarded contracts for these services have fallen short on staff expectations and therefore, only four vendors of the original six vendors are being recommended for renewal. In addition, the Purchasing Division will be issuing a new Request for Proposal (RFP) for Temporary Staffing Services for the City due to specific requirements. This RFP will be geared to the City's needs and cover a wider area of positions, including job recruitment services for highly specialized positions as well as management positions. In addition, a new agency will take over the Temporary Services Co-Operative Bid as the City will no longer use the Co-Op bid.

The Human Resources Department and Purchasing Division staff recommend renewing the Temporary Employment Services contract with 4 Best Business Corp. of Miramar, Florida, Cochhbha Enterprises, Inc. of Sunrise, Florida, Redcon Solutions Group, LLC of Orlando, Florida, and SOFTHQ, Inc. of San Diego, California through July 14, 2022.

VENDOR AWARD

Vendor Name: COCHHBHA ENTERPRISES INC DBA CEI STAFFING

Vendor Address: 10258 NW 47TH STREET SUNRISE, FL 33351

Contact: EDDIE EDWARDS, JR PRESIDENT

Phone: 866 676 3502 Fax: 888 588 9729

Cell/Pager: _____ Email Address: IEDDIE@THECEI.COM

Website: _____ FEIN: 201842208

VENDOR AWARD

Vendor Name: SOFTHQ INC

Vendor Address: 6494 WEATHERS PLACE, SUITE 200 SAN DEIGO, CA 92121

Contact: KRANTI PONNAM, PRESIDENT

Phone: 858 658 9200 Fax: _____

Cell/Pager: _____ Email Address: KRANTI@SOFTHQINC.COM

Website: _____ FEIN: 271798370

VENDOR AWARD

Vendor Name: SOFTHQ INC

Vendor Address: 6494 WEATHERS PLACE, SUITE 200 SAN DIEGO, CA 92121

Contact: KRANTI PONNAM, PRESIDENT

Phone: 858-658-9200 Fax: 954 344 1186

Cell/Pager: _____ Email Address: KRANTI@SOFTHQINC.COM

Website: _____ FEIN: 271798370

VENDOR AWARD

Vendor Name: 22ND CENTURY TECHNOLOGIES INC

Vendor Address: 220 DAVIDSON AVE, SUITE 118 SOMERSET, NJ 08873

Contact: EVA GADDIS-MCKNIGHT, ADMINISTRATOR

Phone: 888-998-7284 Fax: 732-537-0888

Cell/Pager: _____ Email Address: GOVT@TSCTI.COM

Website: _____ FEIN: 223502121

SECTION #2

AWARD/BACKGROUND INFORMATION

Award Date: 11/17/21 RENEWAL Resolution/Agenda Item No.: 488
Insurance Required: Yes X No
Performance Bond Required: Yes No X

SECTION #3

LEAD AGENCY

Agency Name: CITY OF CORAL SPRINGS
Agency Address: 9500 W SAMPLE ROAD CORAL SPRINGS, FL 33065
Agency Contact: GAIL DIXON Email GDIXON@CORALSPRINGS.ORG
Telephone: 954 344 1104 Fax: 954-344-1186

Contract Summary for Temporary Employment Services

PURPOSE:

The City utilizes Temporary Employment Services in lieu of full-time staff and part-time personnel on a regular basis. Hourly rates are low and staff time is saved processing applications and hiring personnel for temporary assignments. The contract also affords the departments the opportunity to obtain personnel with only a 24-hour notice. In addition, at least 15 current or past City personnel started out as Temporary Staff and were able to obtain full time positions with the City based on their work performance as temporary employees.

A cooperative (co-op) invitation to bid was issued by the City of Coral Springs on behalf of the participating agencies referenced in the specifications. The City of Coral Springs has been the lead agency for the Temporary Employment Services Contract for the past twelve years. The position classifications are categorized as either Administrative and Industrial. Twenty-seven agencies in the co-op will be utilizing the contract, therefore a total of four vendors are needed for each category. Six vendors were awarded. Two of the six vendors provide both categories of staffing.

None of the incumbents are being awarded as their pricing was too high. The old contract is valid through April 2020, which allows time to award these contracts and move temp staff to the new vendors. Departments may award to any or all six of the vendors.

Vendors receive a percentage markup of the hourly salary cost for each temporary professional. Each position has an hourly pay range. Vendors also receive additional fees for various levels of additional background checks. See chart on page 7.

Human Resources will guide departments on how to transition current temps to one of the new companies. The way the new contract works is each vendor has an info sheet with the pay range for the positions as well as a percentage markup rate. The using department and Human Resources will negotiate with the vendor on the hourly rate, which the vendor will then markup per the contracted percentage. This approach will prevent increasing hourly rates when the minimum wage increases occur and will allow rates to stay current with the cost of living.

The requests to award are:

Request to award Bid #19-D-112 for Temporary Employment Services for Administrative Positions to **Athena Consulting, LLC**, of Gaithersburg, TN; **4 Best Business Corp.** of Miramar, FL; **22nd Century Technologies, Inc.** of Somerset, NJ; **COCCHHBHA Enterprises, Inc. d/b/a CEI Staffing** of Sunrise, FL from January 15, 2020 through January 14, 2022. The City's estimated annual expenditure is \$100,000.

Request to award Bid #19-D-112 for Temporary Employment Services for Industrial Positions to **22nd Century Technologies, Inc.** of Somerset, NJ; **COCCHHBHA Enterprises INC. d/b/a CEI Staffing** of Sunrise, FL; **SOFTHQ Inc.** of San Diego, CA; and **REDCON Solutions Group LLC**, of Orlando, FL from January 15, 2020 through January 14, 2022. The City's estimated annual expenditure is \$75,000.

Contract Summary for Temporary Employment Services

CONTRACT NUMBER	NAME	VENDOR	CATEGORY	TERM
19-D-112F	TEMPORARY EMPLOYMENT (CO-OP)	Athena Consulting, LLC	Administrative	1/15/2020-1/14/2022 (2x2)
19-D-112F	TEMPORARY EMPLOYMENT (CO-OP)	4 Best Business Corp.	Administrative	1/15/2020-1/14/2022 (2x2)
19-D-112F	TEMPORARY EMPLOYMENT (CO-OP)	22 nd Century Technologies, Inc.	Administrative and Industrial	1/15/2020-1/14/2022 (2x2)
19-D-112F	TEMPORARY EMPLOYMENT (CO-OP)	COCCHHBHA Enterprises, Inc. d/b/a CEI Staffing	Administrative and Industrial	1/15/2020-1/14/2022 (2x2)
19-D-112F	TEMPORARY EMPLOYMENT (CO-OP)	SOFTHQ Inc.	Industrial	1/15/2020-1/14/2022 (2x2)
19-D-112F	TEMPORARY EMPLOYMENT (CO-OP)	REDCON Solutions Group LLC	Industrial	1/15/2020-1/14/2022 (2x2)

CITY OF CORAL SPRINGS PURCHASING AGENT:

Gail Dixon, 954-344-1104, gdixon@coralsprings.org

SPECIFICATIONS: INTERVIEW AND SELECTION OF TEMPORARY EMPLOYEE

- 1) Candidates Submitted for the City's Consideration. Upon request from the City, contractor shall provide candidates for the job classifications requested by the specific department at the time and place requested. Typically, three or more candidates are required to be submitted for each vacancy at the discretion of the requesting department. Candidates shall be provided at no cost to the City. If the vendor fails to provide qualified individuals for the job classification requested within the specified lead time, the City will request the services of other vendors on the contract.
- 2) Contractor agrees to provide only skilled, knowledgeable and experienced personnel to perform services on a temporary basis to the City. Contractor also agrees to provide the City information on any candidate whose quality of services had been previously determined to be unsatisfactory by any City department.

Contract Summary for Temporary Employment Services

- 3) Background Checks. Any temporary staffing employee selected for placement in a City department must successfully complete a background check conducted by the Vendor using the Florida Department of Law Enforcement (FDLE) Volunteer and Employee Criminal History System (VECHS). Drug testing should be conducted in accordance with Title 49, Code of Federal Regulations Part 40. The successful bidder(s) must provide 10 Panel drug testing of all personnel supplied to the City, and proof of drug test prior to the acceptance of any personnel approval for an assignment. Bidder's employees must test negative in order to begin work on any City assignment. **Bidder shall bear all cost associated with the initial drug tests.**

In no case shall a candidate who tests positive for drugs or alcohol be submitted as a candidate for City assignment.

- 4) The City's representative and successful bidder shall mutually agree on the hourly salary, job description, minimum qualifications, duties and responsibilities for each position, as needed. The overhead and expenses markup proposed shall be added to the Temporary Employees' pay rate to determine the bill rate. No other fees or taxes are allowed.
- 5) Contractor must inform the City of any temporary staffing employee who will be accepted for assignment at the City when currently on assignment elsewhere.
- 6) No substitution of staff with lower skill-base will be acceptable without the prior approval of the City.
- 7) The Contractor agrees not to place any individual in a temporary assignment with the City who was previously employed by the City as a regular employee without prior approval of the Human Resources Department.
- 8) Upon request from the City, Contractor must immediately replace any personnel providing services whose quality of services is unsatisfactory to the City department. The City will not be charged for unsatisfactory services. The City will exclusively determine if the quality of the services of any temporary personnel is satisfactory or unsatisfactory.
- 9) Should any person terminate employment with the Contractor while such person is providing services to the City department, Contractor must agree to immediately replace such person with a person having similar skill, knowledge and experience (with prior approval of the City). Contractor shall replace the person expeditiously at the same contracted bill rate for each position. If the Contractor fails to replace the person in a timely manner, the City reserves the right to access the services of another Contractor.

Contract Summary for Temporary Employment Services

- 10) The City shall have the right to determine the period of time and work schedule of all personnel provided by the Contractor to perform services as a temporary agency employee. The City will not warrant or guarantee the period of time or work schedule of any person provided by the Contractor to perform services at a designated department at the City.
- 11) All candidates placed in the City shall be employees of the Contractor and at no time, shall the City be liable for any employer responsibilities to the Contractor's employee.

PRICING

Bidder shall quote the **contracted percentage markup** to be added to the pay rate for the placed candidate and shall be inclusive but not limited to, all expenses, profit, overhead and all applicable taxes. The City and Contractor shall agree on the salary of the temporary staff person at the time of the engagement for that position.

Contract Summary for Temporary Employment Services

INVOICE AND PAYMENTS

Payment shall be made upon the certification of an authorized City representative that the work assignments is satisfactorily completed.

The vendor(s) supplying Temporary Employment Agency Services to the City of Coral Springs are required to furnish the following information on their pre-numbered imprinted business invoices and weekly job tickets for personnel performing services.

- A. Purchase Order Number
- B. Assignment Location
- C. Individuals Full Name
- D. Employee Number
- E. Job Classification
- F. Date
- G. Number of hours worked
- H. City Acceptance/Authorized Signature

TEMPORARY PERSONNEL DATABASE REPORTING

Successful Contractor shall create and maintain a data base to include all temporary personnel assigned the City, listed by individual, to include rate of hourly pay, total hourly bill rate, total number of hours worked monthly, total number of hours worked annually, total hourly rate paid to the temporary employee, total bill rate paid by the City, date of temporary employee began assignment with the City and date temporary employee ended assignment with the City. This data must be forwarded to the City on a monthly basis with cumulative report sent at the end of the calendar year.

The Contractor must agree to provide the City with custom reports on temporary employees as needed.

TERM OF CONTRACT

The bidder will be bidding on a two (2) year contract commencing upon approval by the City Commission. This contract may be renewed for two (2) additional two (2) year terms by mutual agreement of the parties for a total of six (6) years.

Contract Summary for Temporary Employment Services

TEMP TO HIRE

Should an opening for a permanent position within a co-op agency come available, the temporary worker may apply for this position. **The co-op agency reserves the right to hire this temporary worker without any financial obligation to the Contractor.**

VACATION PAY

If a temporary worker qualifies for a vacation under their employment contract with the Contractor, that employee will give the co-op agency two (2) weeks notice before the start of such vacation. The Contractor shall be responsible for any vacation pay due the employee. Additionally, if the assignment is ongoing at the time of employee's vacation, the contractor will provide a replacement employee.

OVERTIME

Should any assignment require the temporary employee to work more than forty (40) hours in any given week, the co-op agency shall pay an overtime rate equal to 1-1/2 times the hourly rate specified in the contractor's bid.

QUANTITIES

No warranty or guarantee is given or implied as to the total amounts to be purchased resulting from this contract. The quantities stated in this bid are estimates of annual usage, to be used for bid comparison purposes only. All services will be ordered on an as needed basis. The minimum request will be for one (1) day (eight (8) hours).

The successful Contractor(s) shall be required to submit a report to the City of Coral Springs detailing all contract usage by all participating co-op agencies on a quarterly basis.

Contract Summary for Temporary Employment Services

AWARDED VENDORS CONTACT INFORMATION AND PERCENTAGE MARKUP

Vendor	Athena Consulting LLC	4 Best Business Corp	22 ND Century Technologies Inc	COCHHBHA DBA CEI Staffing	SOFTHQ Inc	REDCON Solutions Group
Contact	Mark Elvin	Miguel Fernandez	Eva Gaddis-McKnight	Eddie Edwards Jr.	Kranti Ponnamm	Kyle Evans
Phone #	484-477-7747	954-212-1442	888-998-7284	954-572-6802	847-513-2999	407-601-0567

PERCENTAGE MARKUP

Item No.	Description	Percent Markup	Percent Markup	Percent Markup	Percent Markup	Percent Markup	Percent Markup
1	Administrative (Office) Type Temporary Professional Services Percentage of Hourly Salary Cost Clerical/Administrative:	23.50%	24%	25%	26%	N/A	N/A
2	Industrial Type Temporary Professional Services Percentage of Hourly Salary Cost Industrial:	N/A	N/A	28%	29%	30%	28%

ADDITIONAL FEES FOR VARIOUS LEVELS OF ADDITIONAL BACKGROUND CHECKS:

(Note: Vendor shall bear all cost associated with the initial drug tests)

Item No.	Description	Unit Cost	Unit cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Level 1	\$24.00	FREE	\$0.00	\$25.00	\$0.00	\$0.00
2	Level 2	\$70.00	\$80.00	\$0.00	\$83.00	\$0.00	\$0.00
3	Level 3	\$100.00	\$100.00	\$0.00	\$150.00	\$0.00	\$0.00
4	Fingerprint	\$75.00	\$40.00	\$50.00	\$83.00	\$0.00	\$0.00
5	Criminal checks in other states	\$20.00	\$24.00	\$46.00	\$25.00	\$0.00	\$0.00
6	National level	\$40.00	\$24.00	\$46.00	\$25.00	\$0.00	\$0.00
7	Sex offender check	\$10.00	FREE	\$46.00	\$0.00	\$0.00	\$0.00

Contract Summary for Temporary Employment Services

POSITION CLASSIFICATIONS

JOB CLASSIFICATION - ADMINISTRATIVE

Accountant

Under general direction, the purpose of the job is to perform routine to moderately complex accounting analysis according to generally accepted standard accounting principles and practices, established procedures, departmental guidelines, and regulatory requirements applicable to the work. Employees in this job classification function at professional staff level to accomplish assigned functions according to established schedules, calendars, projects, and programs of the assigned department. Work includes researching and collecting data, preparing clear and concise financial reports, and monitoring expenditures and revenues of assigned divisions and/or departments.

Typical Qualifications: Bachelor's Degree in Accounting or related field: two (2) to four (4) years progressively responsible experience in accounting or financial analysis, preferably within a similar government agency, or an equivalent combination of education, training, and experience.

Accounting Assistant

Under direct supervision, the purpose of the job is to perform routine accounting and administrative support work according to generally accepted accounting principles, established procedures, departmental guidelines, and regulatory requirements applicable to the work. Employees in this job classification, function at support staff level to accomplish assigned functions according to established schedules, calendars, projects, and programs of the assigned department. Work includes posting, data entry, maintenance and reconciliation tasks relevant to assigned functional areas, e.g., billing, purchase orders, invoices, payroll, accounting records and report.

Typical Qualifications: High School Diploma or GED. One (1) to two (2) years responsible experience in accounting work, e.g. processing invoices, stop payments, and billing.

Contract Summary for Temporary Employment Services

Associate Planner

Under general direction, the purpose of the position is to interpret and enforce land use regulations, codes and ordinances for the planning and development of the City. Employees in this classification perform work independently at a professional level, and are responsible for conducting studies, collecting and analyzing data for application to the City's Comprehensive Plan and Land Development Code. Objective is to preserve and enhance the quality of development through practical application of the Land Development Code and all applicable established zoning regulations. The Associate Planner works under the supervision of the Planning and Zoning Manager.

Typical Qualifications: Bachelor's Degree in Urban Planning or related field. Two (2) years of responsible experience in planning and zoning inspection/enforcement work, knowledge of South Fla landscaping practices preferred but not required or an equivalent combination of education, training, and experience.

Behavioral Health Clinician

Under general direction, the purpose of the position is to perform counseling, screening, assessment, and intervention to individuals and families. Works under general supervision, independently developing work methods and sequences. Conducts clinical screenings, interviews and bio-psychosocial evaluations in hospital district. Coordinates treatment with community, governmental and service providers. Conducts home and community visits as needed to provide substance abuse counseling to participants and their families. Observes, evaluates, and monitors reports and records program participant status and progress. Conducts clinical interviews and biopsychosocial evaluations. Conducts group and individual counseling sessions. Develops treatment plans with program participants and/or their families. Maintains associated clinical records manually and/or electronically using computer-based applications.

Qualifications: Master's degree from an accredited college or university with major coursework in social work, gerontology, psychology, or closely related field. Requires one (1) year of social services casework, counseling or closely related field. Depending on the area of assignment, six (6) months of clinical case management may also be required.

Contract Summary for Temporary Employment Services

Cashier

Under general direction, the purpose of the position is to receive monies paid by mail and over the counter. May operate a computer terminal and other standard office equipment such as photocopiers, fax machine, and calculators. Work is performed under general supervision and reviewed for quality of service rendered to employees and the public.

Typical Qualifications: High School Diploma

Code Compliance Officer

Under general direction, the purpose of the position is to perform responsible professional technical work involving the proactive and reactive enforcement of City codes and ordinances in relation to investigation activities and regulatory standards for permitting and licensing approval of residential and commercial building construction throughout the City. Employees in this classification perform at a professional level, and are responsible for coordinating and administering the enforcement process, assessing, evaluating and enforcing adherence to, and compliance with all applicable City, State and Federal code and regulatory requirements regarding new and existing construction. Objective is to ensure the safety, health and general welfare of the public and business community.

Typical Qualifications: High School Diploma or GED. Two (2) years' experience in code inspection and/or enforcement of related field; or an equivalent combination of education, training, and experience.

Data Entry Operator

Under general direction, the purpose of the position is to perform a variety of data entry related work in an assigned agency. Works under close to general supervision according to set procedures but determines how or when to complete tasks. Queues customer applications for review and performs administrative review of customer applications prior to queuing. Assists customers via telephone regarding general inquiries. Directs phone calls to the proper agency as needed. Performs searches in systems for pending applications.

Typical Qualifications:

High School Diploma or GED. Requires one (1) year in data entry or closely related experience.

Contract Summary for Temporary Employment Services

Executive Assistant

With little or no supervision, the purpose of the position is to provide highly responsible and complex, confidential and specialized administrative support to the assigned executive level supervisor. Employees in this classification function at expert level and are accountable for the accuracy of both routine and non-routine, sensitive administrative support duties performed and analyzes complex administrative problems and recommends solutions as dictated by the nature of department. Position may be accountable for assigning, reviewing and supervising the work of other support staff. Position is distinguished from that of the Senior Office Assistant by the sensitivity of data and/or information involved, the high degree of accountability and discretion commensurate with the highly visible nature of this position, greater latitude in exercise of independent judgment concerning assigned duties, and the ability to function independently. In some instances, the distinction may be due to the assignment of supervision of other support staff.

Typical Qualifications: High School Diploma or GED. Five (5) to seven (7) years of progressively responsible experience and/or training in administrative/secretarial support functions, senior clerical/secretarial support capacity; or an equivalent combination of education, training, and experience. Must successfully and accurately pass the entrance

Human Services Coordinator

Provides advanced social case management, counseling, and/or coordination of services in an assigned human services program. This class works under general supervision, independently developing work methods and sequences. Advocates on behalf of clients or consumers and families for services, basic needs, and other related issues. Assists social workers in case conferences and staffing; may serve as team leader. Composes or prepares correspondence, case notes, narrative and technical reports, notifications, and related documents using computer-based applications. Conducts activities and monitors the environment of care in a manner to maximize client or consumer and staff safety.

Qualifications: Requires a Bachelor's degree from an accredited college or university with major coursework in mental health counseling, marriage and family counseling, counseling education, social work, psychology, gerontology, or other closely related field based upon area of assignment.

Requires one (1) year of direct client social case work/counseling in either an addiction/substance abuse treatment or mental health facility/program, crisis intervention or clinical setting, or in a community resource eligibility center based upon area of assignment.

Contract Summary for Temporary Employment Services

IT Support Specialist

Under general supervision, performs technical support and skilled work for the installation, operation, and support of voice and data services used in desktop, remote client, LAN, WAN, Internet, and voice environments. This position provides the support required to meet the IT Department's service level agreements relative to: coordinating and assigning system security on multiple business and data application functions, system availability, problem resolution, and assignment of demand requests received by the help desk to appropriate IT team members. Work is performed under general direction with some latitude for individual initiative and judgment and is reviewed via customer feedback and tangible results.

Typical Qualifications: Associates Degree or Technical Certification. Two (2) to five (5) years of experience in the installation, testing, and troubleshooting of desktop, remote clients, and peripherals.

Office Assistant

Under general supervision, the purpose of the position is to provide routine administrative support to the assigned department or assigned supervisor. Employees in this classification function at a moderately difficult generalist level and are accountable for the accuracy of both routine and non-routine administrative support duties performed as dictated by the nature of department. Position may be assigned to a large department and perform a broad array of generalized administrative support functions, or assignment may be to a smaller specialized department wherein incumbents receive instruction in departmental functions. This classification requires strong organizational and interpersonal skills with the ability to carry out a variety of directed tasks.

Typical Qualifications: High School Diploma or GED. Three (3) to four (4) years of progressively responsible experience and/or training in administrative/secretarial support functions. Must successfully and accurately pass the entrance-typing exam with 45+ wpm.

Parks & Rec Attendant

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were written out in this job description.

Typical Qualifications: High school graduation, GED, or equivalent and excellent customer service skills. Work Schedule may vary, days, evenings, weekends, and holidays.

Contract Summary for Temporary Employment Services

Permit Services Representative

Under general supervision, the purpose of the position is to assist citizens and contractors with the processes of application, review and approval for building permits and inspections enforcing compliance with established State, County and City safety codes. Employee is responsible for administrative/clerical work in relation to regulatory standards, inspection activities, and permitting and licensing functions for building construction throughout the City. Performs other essential duties in support of departmental objectives to ensure safety and welfare of the public and business community.

Typical Qualifications: High School Diploma or GED. One (1) to two (2) years of responsible secretarial/customer service experience.

Planning Technician

Under direction, the purpose of the position is to assist with the daily activities of the Planning & Zoning division. Employees in this classification perform at the technical level and are responsible for conducting studies and collecting and analyzing data for application to land use regulations, codes and ordinances for the planning and development of the City. Work includes assisting the public with inquiries regarding established zoning and code regulations.

Typical Qualifications: Associates degree in related field with two years of previous experience preferred in Planning & Zoning or administrative support.

Principal Office Assistant

Under limited supervision, the purpose of the position is to provide responsible, complex administrative support to the assigned department or assigned supervisor. Employees in this classification function in a lead capacity and are accountable for the accuracy of both routine and non-routine administrative support duties performed as dictated by the nature of department. Position performs essential duties for a large operating unit, a specialized unit, or as primary administrative support for an organization official. Position is distinguished from that of the Office Assistant by the degree of accountability of the work, greater latitude in exercise of independent judgment concerning assigned duties, and the ability to function with a higher degree of independence. Only projects with entail technical or highly complex matters are given close attention by the immediate supervisor.

Typical Qualifications: High School Diploma or GED. Five (5) to six (6) years of progressively responsible experience and /or training in administrative/secretarial support functions.

Contract Summary for Temporary Employment Services

Purchasing Assistant

Under direct supervision, the purpose of the position is to assist the administrative functions of purchasing and receiving commodities and supplies for all departments. Employees in this job classification function at entry level to aid in maintaining vendor relationships for the continuous supply of quality products. Work includes maintaining basic commodity buying, records and reports, weekly and monthly product updates, and product inventory journals.

Typical Qualifications: High School Diploma or GED. Six (6) to eleven (11) months experience in the administrative support functions of purchasing, accounting or related field; or an equivalent combination of education, training, and experience. Forklift Certification, EOC Certification, preferred.

Purchasing Agent

Under general supervision, the purpose of the position is to purchase and receive commodities and supplies for the City. Employees in this job classification function at the professional level, to maintain vendor relationships for the continuous supply of quality products. Employee is accountable for maintaining records and reports. Work includes exploring potential vendors and procurement of new products.

Typical Qualifications: Bachelor's Degree in Business Administration or related field. Two (2) years of purchasing experience required. Certified Procurement Professional Buyer (CPPB) preferred.

Contract Summary for Temporary Employment Services

Senior Accountant

Under general direction, the purpose of the job is to perform routine to moderately complex accounting analysis according to generally accepted standard accounting principles, established procedures, departmental guidelines, and regulatory requirements applicable to the work. Employees in this job classification function at professional staff level to accomplish assigned functions according to established schedules, calendars, projects, and programs of the assigned department. Work includes researching and collecting data, preparing clear and concise financial reports, and monitoring expenditures and revenues of assigned divisions and/or departments. Position is distinguished from that of the Accountant by the high degree of accountability of the work; complex and specialized expertise in the field of knowledge; greater latitude in exercise of independent judgment concerning assigned duties; and the ability to function with a higher degree of independence.

Typical Qualifications: Bachelor's Degree in Accounting or related field; 5 years progressively responsible experience in accounting or financial analysis; preferably within a similar government agency. Or an equivalent combination of education, training, and experience. Must be a Certified Public Accountant in the State of Florida.

Senior Office Assistant

Under general supervision, the purpose of the position is to provide highly responsible, complex administrative support to the assigned department or assigned supervisor. Employees, in this classification function at higher level and are accountable for the accuracy of both routine and non-routine administrative support duties performed and analyzing administrative problems and recommending solutions as dictated by the nature of department. Position performs essential duties for a large operating unit, a specialized unit, or as primary administrative support for an organization official. Position is distinguished from that of the Principal Office Assistant by the high degree of accountability of the work, greater latitude in exercise of independent judgment concerning assigned duties, and the ability to function with a higher degree of independence.

Typical Qualifications: High School Diploma or GED. Four (4) to five (5) years of responsible experience and/or training in administrative/secretarial support functions; or an equivalent combination of education, training, and experience. Must successfully and accurately pass the entrance typing exam with 45+ wpm.

Contract Summary for Temporary Employment Services

JOB CLASSIFICATION – INDUSTRIAL

Custodian

Under direction, performs responsible janitorial work involving the care and maintenance of various municipal buildings. Although the employee works independently and is often physically removed from supervision, duties are performed within the framework of pre-established policies and procedures.

Typical Qualifications: High school diploma or GED. Janitorial experience preferred; or an equivalent combination of education, training, and experience. Possess valid Florida Driver's license.

Electrician

Under direction, the purpose of the position is to perform skilled technical and mechanical electrical work for the City. Employees in this classification perform at journey level, and are responsible for installing, maintaining, repairing and replacing electric parts, equipment and motors. Employee is accountable for ensuring all work is performed in compliance with all applicable electrical codes, standards and regulatory requirements. Employee works with considerable independence, however confers with supervisor in unusual electrical matters.

Typical Qualifications: High School Diploma or GED. Vocational-Technical Certification in electric work. Five (5) to seven (7) years of progressively responsible experience in electrical work, preferably in industrial equipment, to include two (2) years' experience in a journeyman capacity; or an equivalent combination of education, training, and experience. Must possess a valid Florida Driver's License.

Equipment Operator

Under direction, the purpose of the position is to perform skilled maintenance and construction work through the operation of heavy equipment and machinery. Employee possesses journeyman knowledge of various public services construction, repair and maintenance activities policies and procedures. Employee performs all work according to established safety standards, codes and regulations applicable to the work. Employee works with independence and limited supervision, and functions in a lead capacity in the absence of a supervisor.

Typical Qualifications: High School Diploma or GED. Three (3) to four (4) years of responsible experience in Public Works/construction, to include two (2) years' experience in the operation of heavy equipment; or an equivalent combination of education, training, and

Contract Summary for Temporary Employment Services

experience. Must possess and maintain a valid Class “B” Florida Commercial Driver License. Must possess and maintain Dept. of Transportation Zone Intermediate Certificate.

Facilities Technician

Under general supervision, the purpose of the position is to perform a wide variety of semi-skilled maintenance and repair work in one or more of the trade disciplines, e.g., A/C; electrical, masonry, plumbing, carpentry. Performs all work according to established safety standards, building codes and regulations applicable to the work. Employees in this classification have previous experience in the trade, and can perform tasks independently, though work remains subject to review and inspection during and upon completion of assigned tasks.

Typical Qualifications: High School Diploma or GED. Two (2) years experience in semi-skilled laboring or maintenance work; or an equivalent combination of education, training, and experience. Must possess and maintain a valid Class D Florida Driver’s License. Forklift Certification preferred.

Facilities Trade Technician

Under general supervision, the purpose of the position is to perform a wide variety of semi-skilled maintenance and repair work in skilled trade disciplines, e.g., masonry, carpentry. Employees in this classification perform all work according to established safety standards, codes and regulations applicable to the work. Employees in this classification have previous experience in the trade, and can perform tasks independently, though work remains subject to review and inspection during and upon completion of assigned tasks.

Typical Qualifications: High School Diploma or GED. Five (5) to seven (7) years of experience in semi-skilled concrete and construction work; or an equivalent combination of education, training, and experience. Must possess and maintain a valid Class “B” Florida Commercial Driver’s License. Must have specialized knowledge of concrete mixing equipment and experience with towing heavy equipment.

Contract Summary for Temporary Employment Services

Maintenance Worker

Under direct supervision, the purpose of the position is to provide organization, sanitation, and general maintenance in the assigned area of the assigned Department. Employees in this classification perform general and preventative maintenance work. Position is responsible for the cleanliness and maintenance of supplies in the assigned areas.

Typical Qualifications: High school diploma or GED. Demonstrated ability to fulfill the physical requirements of the work. Possess a valid Florida Class “B” CDL License.

Mechanic

Under general supervision, performs preventative maintenance services, inspects, diagnoses, and repairs automotive and heavy-duty trucks and equipment. Performs a variety of tasks requiring specialized knowledge and skills. Work is performed under general supervision and is reviewed while in progress and upon completion for accuracy and completeness.

Typical Qualifications: High school diploma (or equivalent) or completion of a vocational training program in the area of automotive or heavy equipment mechanics, or a minimum of one (1) year of experience in automotive, light and/or heavy vehicle and equipment repair. Valid Class B Commercial Driver’s License preferred. One (1) current ASE certification or two (2) Automotive Manufacturer’s certificates from an established dealership in varied automotive repair specialties such as electrical, drivability, heating and air conditioning, engine repair, etc.

Parks Lead Worker

Under general supervision, the purpose of the position is to coordinate all routine and preventative maintenance efforts to provide a clean, safe, working environment in the assigned area of the Parks and Recreation Department. Employees in this class are distinguished from that of the Maintenance Worker by the completion of additional training in a trade discipline relevant to facilities maintenance. Position is responsible for coordinating all repair, remodeling and relocation efforts.

Typical Qualifications: High School Diploma or GED. Two (2) or more years of experience and/or training in one (1) more of the trade disciplines and possess abilities in an additional trade discipline acquired through either internal or external vocational training resources or an equivalent combination of education, training, and experience. Limited Round Up License, Certified Playground safety inspector, preferred. Valid Fla CDL licenses preferred.

Contract Summary for Temporary Employment Services

Parks Technician

Under general supervision, the purpose of the position is to perform a wide variety of semi-skilled maintenance and repair work in one or more of the trade disciplines, e.g., irrigation, landscaping (i.e. – tree/shrub/turf maintenance), electrical, masonry, plumbing, carpentry. Employees in this classification perform all work according to established safety standards, building codes and regulations applicable to the work. Employees in this classification have previous experience in the assigned trade, and can perform tasks independently, though work remains subject to review and inspection during and upon completion of assigned tasks.

Typical Qualifications: High school diploma or GED. Two (2) years of experience in semi-skilled laboring or maintenance work; or an equivalent combination of education, training, and experience. Must possess and maintain a valid Class B CDL Florida Driver's License. Certification as Journeyman electrician; Pesticide Cortication, Turf, fertilization, etc.

Plant Operator Trainee

Under direct supervision, performs skilled and semi-skilled technical work while being trained in the operation of a water or sewer treatment plant. Is responsible for learning the duties involved in plant operation, necessary laboratory analysis, established procedures, and routine maintenance and servicing of equipment and machinery typically under the guidance of a Plant Operator I or II.

Typical Qualifications: Graduation from high school or vocational school and two (2) to four (4) months of experience in the operation of electrical and mechanical machinery similar to that in a water and sewer treatment plant, or any equivalent combination of training and experience which provides the required skills, knowledge and abilities.

Refuse Collector

Under direct supervision, the purpose of the position is to perform heavy manual work of routine difficulty in the collection of refuse and recyclable materials. Employees in this classification perform work with minimal latitude for the use of initiative and independent judgment. Depending on functional area of assignment, tasks involve the regular and, at times, sustained performance of moderately physically demanding work and may require occasional lifting, carrying, pushing and/or pulling of heavy objects or materials (up to 80 pounds).

Typical Qualifications: High school diploma or GED, supplemented by some manual labor experience, or an equivalent combination of education, certification, training and/or experience. Must have National Incident Management System (NIMS) certification (level to

Contract Summary for Temporary Employment Services

be determined by job classification requirements) or obtain within one year of employment. Must have a valid Florida driver's license with an air brake endorsement and satisfactory driving record throughout employment.

Water Plant Operator, Class-B License

Operators in this class reports to the Lead Operator, Chief operator, or any designated Class A licensed operator and require minimal supervision. Operators at this level are familiar with Federal and State requirements governing the operation of a Community Water System and can provide supervision to lesser qualified operators. Employees occupying this position routinely perform a variety of skilled technical duties such as calculating chemical dosages, accomplishes regulatory water quality monitoring of source and treated water, interprets analytical test results and is expected to take immediate and responsible action using sound judgement. Employee is counted on to assist in establishing treatment system parameters along with safety guidelines for chemical deliveries, handling, and storage to ensure a safe work environment. Operators at this level know the physical, chemical, and biological processes involved in water treatment and their effects on water quality. These operators can work independently to ensure the consistent production of safe aesthetically pleasing water for human consumption and industrial use.

Typical Qualifications: High school diploma or GED; Florida Class "B" Water Operator's License; three (3) years responsible experience in utilities operations. Must possess and maintain a valid Florida Driver's License.

Water Plant Operator, Class-C License

This Classification is distinguished from the Water Plant Operator – Trainee, by license, training, and experience requirements. Operators in this class receive general supervision and reports to the Lead Operator, Chief operator, or any designated Class B or Class A licensed operator. The purpose of the position is to operate and regulate water flow and pressure in the City's Utilities Division. Employees in this classification are responsible for performing routine to complex inspection and maintenance duties to ensure efficient and effective operation of water facilities and equipment. Employees must be capable of performing basic lab analysis to monitor source and treated water quality, interpret test results and independently adjust flow and chemical feed rates as necessary to ensure drinking water being produced meets established system parameters for quality, quantity, and is safe for human consumption and industrial use.

Typical Qualifications: High School diploma or GED; Florida Class "C" Water Operator's License; One (1) to two (2) years responsible experience in utilities operations. Must possess and maintain a valid Florida Driver's License.

Contract Summary for Temporary Employment Services

ATTACHMENTS: HOURLY RATES

Contract Summary for Temporary Employment Services

ATHENA Consulting

ATHENA Consulting

Hourly Rate Range

Position	Hourly Pay Rate Range	Hourly Bill Rate Range
	(Dollar Amount Employee is Paid)	(Amount Agency is Billed)
Job Classification- Administrative		
Accountant	\$20.00 - \$23.50	\$24.70 - \$29.02
Accounting Assistant	\$16.00 - \$19.00	\$19.76 - \$23.47
Associate Planner	\$22.00 - \$26.00	\$27.17 - \$32.11
Behavioral Health Clinician	\$25.00 - \$29.00	\$30.88 - \$35.82
Cashier	\$8.50 - \$10.50	\$10.50 - \$12.97
Code Compliance Officer	\$17.50 - \$22.00	\$21.61 - \$27.17
Data Entry Operator	\$8.50 - \$11.00	\$10.50 - \$13.59
Executive Assistant	\$17.00 - \$20.00	\$21.00 - \$24.70
Human Services Coordinator	\$28.00 - \$21.00	\$34.58 - \$25.94
IT Support Specialist	\$16.50 - \$20.00	\$20.38 - \$24.70
Office Assistant	\$10.00 - \$12.00	\$12.35 - \$14.82
Parks & Recreation Attendant	\$8.50 - \$10.50	\$10.50 - \$12.97
Permit Services Representative	\$10.00 - \$12.00	\$12.35 - \$14.82
Planning Technician	\$19.50 - \$22.00	\$24.08 - \$27.17
Principal Office Assistant	\$12.50 - \$15.00	\$15.44 - \$18.53
Purchasing Assistant	\$10.50 - \$13.00	\$12.97 - \$16.06
Purchasing Agent	\$18.00 - \$22.00	\$22.23 - \$27.17
Senior Accountant	\$24.00 - \$28.00	\$29.64 - \$34.58
Senior Office Assistant	\$11.00 - \$13.00	\$13.59 - \$16.06

ADDITIONAL FEES FOR VARIOUS LEVELS OF ADDITIONAL BACKGROUND CHECKS:

Description	Unit Cost
Level 1	\$24.00
Level 2	\$70.00
Level 3	\$100.00
Fingerprint	\$75.00
Criminal checks in other states	\$20.00
National Level	\$40.00
Sex offender check	\$10.00

Contract Summary for Temporary Employment Services

4 Best Business Corp



November 07th, 2019

City of Coral Springs, Florida

Bid Number: 19-D-112F - Temporary Employment Services

4BBCorp Hourly Rates

Position	Employee Salary		Markup	Bill Rate (MarkUp Included)	
	Low	High		Low	High
Accountant	14.00	28.00	24%	17.36	34.72
Accounting Assistant	11.50	18.50	24%	14.26	22.94
Associate Planner	18.00	33.60	24%	22.32	41.66
Behavioral Health Clinician	19.23	34.13	24%	23.85	42.32
Cashier	8.46	15.00	24%	10.49	18.60
Code Compliance Officer	15.00	26.00	24%	18.60	32.24
Data Entry Operator	8.46	15.00	24%	10.49	18.60
Executive Assistant	11.80	27.50	24%	14.63	34.10
Human Services Coordinator	8.66	18.00	24%	10.74	22.32
IT Support Specialist	11.50	23.00	24%	14.26	28.52
Office Assistant	9.00	19.00	24%	11.16	23.56
Parks & Recreation Attendant	9.00	19.00	24%	11.16	23.56
Permit Services Rep	9.00	18.50	24%	11.16	22.94
Planning Technician	11.00	22.90	24%	13.64	28.40
Principal Office Assistant	10.00	19.60	24%	12.40	24.30
Purchasing Assistant	11.00	23.00	24%	13.64	28.52
Purchasing Agent	13.00	42.00	24%	16.12	52.08
Senior Accountant	22.00	43.00	24%	27.28	53.32
Senior Office Assistant	11.50	21.50	24%	14.26	26.66

4BBCorp Additional Testing

Additional Test	Price
FDLE Background Check	\$ 24.00
US Registered Sex Offender	\$ 7.00
10 Panel Drug Screening	\$ 28.00
Driving Record Report	\$ 7.00
Credit Report	\$ 7.00
Education Verification	\$ 12.50
Past Employment Verification	\$ 12.50
Reference Verification	\$ 12.50
Fingerprint Criminal History Report	\$ 90.00

Best Regards,

Miguel FernandezPresident

Contract Summary for Temporary Employment Services

22nd Century



Bid # 19-D-112F

Temporary Employment Services

Price

Position	Pay Rate	Pay Rate	Markup
JOB CLASSIFICATION - ADMINISTRATIVE	Min	MAX	
Accountant	\$20.00	\$24.60	25%
Accounting Assistant	\$15.79	\$19.42	25%
Associate Planner	\$13.20	\$16.24	25%
Behavioral Health Clinician	\$18.50	\$22.76	25%
Cashier	\$11.48	\$14.12	25%
Code Compliance Officer	\$18.72	\$23.03	25%
Data entry Operator	\$11.00	\$13.53	25%
Executive Assistant	\$11.50	\$14.15	25%
Human services Coordinator	\$13.20	\$16.24	25%
IT Support Specialist	\$20.50	\$25.22	25%
Office Assistant	\$10.50	\$12.92	25%
Parks & Rec Attendant	\$11.41	\$14.03	25%
Permit Services Rep	\$11.41	\$14.03	25%
Planning Technician	\$13.20	\$16.24	25%
Principal Office Assistant	\$15.79	\$19.42	25%
Purchasing Assistant	\$13.57	\$16.69	25%
Purchasing Agent	\$16.57	\$20.38	25%
Senior Accountant	\$25.50	\$31.37	25%
Senior Office Assistant	\$16.00	\$19.68	25%
JOB CLASSIFICATION - INDUSTRIAL			
Custodian	\$11.00	\$13.53	28%
Electrician	\$16.50	\$20.30	28%
Equipment Operator	\$16.50	\$20.30	28%
Facilities Technician	\$16.50	\$20.30	28%
Facilities Trade Tech	\$16.50	\$20.30	28%
Maintenance Worker	\$11.20	\$13.78	28%
Mechanic	\$12.21	\$15.02	28%
Parks Lead worker	\$11.21	\$13.79	28%
Parks Technician	\$11.21	\$13.79	28%
Plant Operator Trainee	\$12.21	\$15.02	28%
Refuse Collector	\$12.50	\$15.38	28%
Water plant operator Class B License	\$16.20	\$19.93	28%
Water plant operator Class C License	\$16.20	\$19.93	28%

Additional fees for various levels of additional background checks

Item	Description	Unit Cost
1	Fingerprint	\$50.00
2	Criminal checks in other states	\$46.00
3	National level	\$46.00
4	Sex offender check	\$46.00

Contract Summary for Temporary Employment Services

CEI STAFFING
(COCHHBHA Consulting)

TEMPORARY EMPLOYMENT SERVICES FOR S.E. FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP COCHHBHA ENTERPRISES, INC. D/B/A 'CEI STAFFING'					
Occupational Group	Occupation	Hourly Rates		Bill Rates	
		Pay Rate Min	Pay Rate Max	Bill Rate Min	Bill Rate Max
Administrative	Accountant	\$18.69	\$29.99	\$23.55	\$37.78
Administrative	Accounting Assistant	\$12.46	\$19.47	\$15.70	\$24.53
Administrative	Associate Planner	\$19.33	\$30.17	\$24.35	\$38.02
Administrative	Behavioral Health Clinician	\$19.31	\$30.81	\$24.32	\$38.82
Administrative	Cashier	\$11.68	\$14.95	\$14.72	\$18.83
Administrative	Code Compliance Officer	\$15.19	\$22.98	\$19.14	\$28.95
Administrative	Data Entry Operator	\$12.50	\$19.96	\$15.75	\$25.15
Administrative	Executive Assistant	\$17.52	\$27.26	\$22.08	\$34.35
Administrative	Human Services Coordinator	\$16.70	\$26.66	\$21.05	\$33.59
Administrative	IT Support Specialist	\$22.06	\$34.19	\$27.80	\$43.08
Administrative	Office Assitant	\$13.63	\$21.03	\$17.17	\$26.50
Administrative	Parks & Rec Attendant	\$9.00	\$12.00	\$11.34	\$15.12
Administrative	Permit Services Rep	\$13.63	\$21.03	\$17.17	\$26.50
Administrative	Planning Technician	\$14.41	\$21.42	\$18.15	\$26.99
Administrative	Principal Office Assistant	\$12.46	\$19.47	\$15.70	\$24.53
Administrative	Purchasing Assistant	\$17.52	\$27.26	\$22.08	\$34.35
Administrative	Purchasing Agent	\$20.05	\$31.30	\$25.26	\$39.44
Administrative	Senior Accountant	\$20.25	\$32.32	\$25.52	\$40.73
Administrative	Senior Office Assistant	\$13.63	\$21.03	\$17.17	\$26.50
Industrial	Custodian	\$10.90	\$16.36	\$14.07	\$21.10
Industrial	Electrician	\$15.97	\$24.92	\$20.60	\$32.15
Industrial	Equipment Operator	\$14.80	\$22.98	\$19.09	\$29.64
Industrial	Facilities Technician	\$11.68	\$17.52	\$15.07	\$22.60
Industrial	Facilities Trade Technician	\$13.63	\$21.03	\$17.58	\$27.13
Industrial	Maintenance Worker	\$24.30	\$36.45	\$31.35	\$47.02
Industrial	Mechanic	\$15.19	\$22.98	\$19.59	\$29.64
Industrial	Parks Lead Worker	\$12.46	\$19.47	\$16.08	\$25.12
Industrial	Parks Technician	\$13.63	\$21.03	\$17.58	\$27.13
Industrial	Plant Operator Trainee	\$15.97	\$24.92	\$20.60	\$32.15
Industrial	Refuse Collector	\$10.90	\$16.36	\$14.07	\$21.10
Industrial	Water Plant Operator Class B License	\$18.69	\$28.82	\$24.11	\$37.17
Industrial	Water Plant Operator Class C License	\$17.52	\$27.26	\$22.61	\$35.16

Additional fees for various levels of additional background checks		
Item	Description	Unit Cost
1	Level 1 Background	\$25.00
2	Level 2 Background	\$83.00
3	Level 3 Background	\$150.00
4	Fingerprint	\$83.00
5	Criminal checks in other states	\$25.00
6	National Level	\$25.00
7	Sex offender check	\$0.00

Contract Summary for Temporary Employment Services

SoftHQ

SOFTHQ

SoftHQ, Inc. November 18, 2019
City of Coral Springs, State of Florida
Bid No. 19-D-112F, Temporary Employment Services

1 PRICE – HOURLY RATES

Position	Pay Rate		Markup	Bill Rate	
	Min	Max		Min	Max
Custodian	\$16.50	\$18.90	30	\$21.45	\$24.57
Electrician	\$15.96	\$19.29	30	\$20.75	\$25.08
Equipment Operator	\$13.41	\$17.99	30	\$17.43	\$23.39
Facilities Technician	\$19.47	\$26.84	30	\$25.31	\$34.89
Facilities Trade Technician	\$19.47	\$26.84	30	\$25.31	\$34.89
Maintenance Worker	\$15.29	\$25.00	30	\$19.88	\$32.50
Mechanic	\$13.48	\$21.67	30	\$17.52	\$28.17
Parks Lead Worker	\$21.00	\$28.00	30	\$27.30	\$36.40
Parks Technician	\$17.24	\$24.35	30	\$22.41	\$31.66
Plant Operator Trainee	\$13.25	\$16.49	30	\$17.23	\$21.44
Refuse Collector	\$15.55	\$25.10	30	\$20.22	\$32.63
Water Plant Operator Class B License	\$21.00	\$26.00	30	\$27.30	\$33.80
Water Plant Operator Class C License	\$24.00	\$30.00	30	\$31.20	\$39.00

REDCON

Contract Summary for Temporary Employment Services

REDCON Solutions Group	Industrial	
Positions	Pay Range	Mark Up %
Custodian	\$11.50-\$12.75	\$14.72-\$16.32
Electrician	\$26.00-\$29.50	\$33.28-\$37.76
Equipment Operator	\$18.25-\$19.90	\$23.36-\$25.36
Facilities Technician	\$19.00-\$21.20	\$24.32-\$27.08
Facilities Trade Tech	\$21.00-\$23.45	\$26.88-\$30.01
Maintenance Worker	\$19.50-\$20.50	\$24.96-\$26.24
Mechanic	\$18.95-\$19.45	\$24.25-\$24.89
Parks Lead Worker	\$21.20-\$22.25	\$27.14-\$28.48
Parks Technician	\$16.50-\$18.25	\$21.12-\$23.36
Plant Op Trainee	\$19.95-\$20.80	\$25.54-\$26.62
Refuse Collector	\$17.50-\$19.10	\$22.40-\$24.45
Water Plant Op Cls B	\$25.05-\$27.50	\$32.06-\$35.20
Water Plant Op Cls C	\$21.65-\$23.80	\$27.71-\$30.46

**TEMPORARY EMPLOYMENT SERVICES FOR
S.E. FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP
BID NO. 19-D-112F
TABULATION**

Vendor		Athena Consulting LLC	4 Best Business Corp	22 ND Century Technologies Inc	COCHHBHA DBA CEI Staffing
Contact		Mark Elvin	Miguel Fernandez	Eva Gaddis-McKnight	Eddie Edwards Jr.
Phone #		484-477-7747	954-212-1442	888-998-7284	954-572-6802
PERCENTAGE MARKUP					
Item No.	Description	Percent Markup	Percent Markup	Percent Markup	Percent Markup
1	Administrative (Office) Type Temporary Professional Services Percentage of Hourly Salary Cost Clerical/Administrative:	23.5%	24%	25%	26%
2	Industrial Type Temporary Professional Services Percentage of Hourly Salary Cost Industrial:	N/A	32%	28%	29%
ADDITIONAL FEES FOR VARIOUS LEVELS OF ADDITIONAL BACKGROUND CHECKS:					
Item No.	Description	Unit Cost	Unit cost	Unit Cost	Unit Cost
1	Level 1	\$24.00	FREE		\$ 25.00
2	Level 2	\$70.00	\$80.00		\$ 83.00
3	Level 3	\$100.00	\$100.00		\$150.00
4	Fingerprint	\$75.00	\$40.00	\$50.00	\$ 83.00
5	Criminal checks in other states	\$20.00	\$24.00	\$46.00	\$ 25.00
6	National level	\$40.00	\$24.00	\$46.00	\$25.00
7	Sex offender check	\$10.00	FREE	\$46.00	

Vendor		REDCON Solutions Group	SOFTHQ Inc	Premier Staffing Source Inc	INFOJINI
Contact		Kyle Evans	Kranti Ponnah	Myrna Cooks	Sandeep Harjani
Phone #		407-601—567	858-658-9200	301-306-0774	443-257-0086
PERCENTAGE MARKUP					
Item No.	Description	Percent Markup	Percent Markup	Percent Markup	Percent Markup
1	Administrative (Office) Type Temporary Professional Services Percentage of Hourly Salary Cost Clerical/Administrative:	28%	30%	38%	32%
2	Industrial Type Temporary Professional Services Percentage of Hourly Salary Cost Industrial:	28%	30%	41%	35%
ADDITIONAL FEES FOR VARIOUS LEVELS OF ADDITIONAL BACKGROUND CHECKS:					
Item No.	Description	Unit Cost	Unit cost	Unit Cost	Unit Cost
1	Level 1			\$14.00	\$30.00
2	Level 2			\$16.00	\$35.00
3	Level 3			\$20.00	\$40.00
4	Fingerprint			\$41.00	\$25.00
5	Criminal checks in other states			\$16.00	\$65.00
6	National level			\$16.00	\$80.00
7	Sex offender check			\$18.00	\$30.00

Vendor		CTI Computer Training Institute DBA CTI Consulting	IOS Acquisition LLC	Albion Staffing Solutions Inc	NOVAD Management Consulting
Contact		Jason Silver	Vincent Puma	Andrew Titley	E. Davon Kelly
Phone #		954-761-8282	212-430-1703	3054061080	301.429.5961
PERCENTAGE MARKUP					
Item No.	Description	Percent Markup	Percent Markup	Percent Markup	Percent Markup
1	Administrative (Office) Type Temporary Professional Services Percentage of Hourly Salary Cost Clerical/Administrative:	35%	29%	27%	1.35%
2	Industrial Type Temporary Professional Services Percentage of Hourly Salary Cost Industrial:	35%	No Bid	35%	1.35%
ADDITIONAL FEES FOR VARIOUS LEVELS OF ADDITIONAL BACKGROUND CHECKS:					
Item No.	Description	Unit Cost	Unit cost	Unit Cost	Unit Cost
1	Level 1	N/A	\$24.00 (FDLE)	N/A as per Addendum	
2	Level 2		\$37.25 (FDLE)	N/A as per Addendum	
3	Level 3		FDLE doesn't have level 3	N/A as per Addendum	
4	Fingerprint			At cost if applicable	\$10.00
5	Criminal checks in other states		\$6.00 per state + state fees	At cost if applicable	\$14.95
6	National level		\$3.00	At cost if applicable	\$18.95
7	Sex offender check		\$5.00	At cost if applicable	\$18.95

Vendor		Corporate Temps Inc	Best Candidates LLC DBA Creative Staffing	Balance Professional Inc	GL Staffing Services Inc
Contact		Shawn Menefee	John Bitterman	Matthew Klapper	Christoper Mine
Phone #		770-934-1710	305-279-7799	954-589-0049	954-973-8350
PERCENTAGE MARKUP					
Item No.	Description	Percent Markup	Percent Markup	Percent Markup	Percent Markup
1	Administrative (Office) Type Temporary Professional Services Percentage of Hourly Salary Cost Clerical/Administrative:	35%	33%	29%	40%
2	Industrial Type Temporary Professional Services Percentage of Hourly Salary Cost Industrial:	37%	36%	33.3%	35%
ADDITIONAL FEES FOR VARIOUS LEVELS OF ADDITIONAL BACKGROUND CHECKS:					
Item No.	Description	Unit Cost	Unit cost	Unit Cost	Unit Cost
1	Level 1		\$20.00	-0-	
2	Level 2		\$70 – 90.00		
3	Level 3		\$18.00		
4	Fingerprint		\$70-90.00		
5	Criminal checks in other states		!17.00 per state		
6	National level		\$35.00		
7	Sex offender check		\$5.00		

Vendor		vTech Solution Inc	Tampa Service Co DBA Pacesetter	Alpha 1 Staffing/Search Firm	Honorvet
Contact		Haresh Vataliya	Larry Kosta	Garrie Harris	Asheesh Mahajan
Phone #		202-644-9774	512-551-3307	954-734-2744	973-521-8929
PERCENTAGE MARKUP					
Item No.	Description	Percent Markup	Percent Markup	Percent Markup	Percent Markup
1	Administrative (Office) Type Temporary Professional Services Percentage of Hourly Salary Cost Clerical/Administrative:	45%	30%	28.9%	32%
2	Industrial Type Temporary Professional Services Percentage of Hourly Salary Cost Industrial:	47%	42%	34%	32%
ADDITIONAL FEES FOR VARIOUS LEVELS OF ADDITIONAL BACKGROUND CHECKS:					
Item No.	Description	Unit Cost	Unit cost	Unit Cost	Unit Cost
1	Level 1	\$35.00		\$45.00	-0-
2	Level 2	\$66.00		\$100.00	
3	Level 3	\$71.00		\$150.00	
4	Fingerprint	\$75.00--\$79.00		\$110.00	
5	Criminal checks in other states	\$13.00 - \$79.00		\$65.00	
6	National level	\$29.00		\$120.00	
7	Sex offender check	\$18.00		\$75.00	

Vendor		Human Edge Corp	Precision Staffing Inc	RCAN Don't Quite Corp DBA Pride Staff 452	Employment Solutions of NY Inc DBA Transhire
		Lori Caristo	John Norcross	Robert Calamia	Dan Mori
		954-236-6381	561-220-3227	954-999-3503	954-484-5401
PERCENTAGE MARKUP					
Item No.	Description	Percent Markup	Percent Markup	Percent Markup	Percent Markup
1	Administrative (Office) Type Temporary Professional Services Percentage of Hourly Salary Cost Clerical/Administrative:	45%	28%	40%	32%
2	Industrial Type Temporary Professional Services Percentage of Hourly Salary Cost Industrial:	55%	33%	No Bid	37%
ADDITIONAL FEES FOR VARIOUS LEVELS OF ADDITIONAL BACKGROUND CHECKS:					
Item No.	Description	Unit Cost	Unit cost	Unit Cost	Unit Cost
1	Level 1	-0-		\$50.00	-0-
2	Level 2				
3	Level 3			\$50.00	
4	Fingerprint				
5	Criminal checks in other states			\$25.00	
6	National level			\$25.00	
7	Sex offender check			\$25.00	

Vendor		Diksriter Inc	SearchPros Staffing LLC		
Contact		Laveena Yadav	Myla Ramos		
Phone #		412-465-1214	916-721-6000		
PERCENTAGE MARKUP					
Item No.	Description	Percent Markup	Percent Markup	Percent Markup	Percent Markup
1	Administrative (Office) Type Temporary Professional Services Percentage of Hourly Salary Cost Clerical/Administrative:	31.02%	35%		
2	Industrial Type Temporary Professional Services Percentage of Hourly Salary Cost Industrial:	33.27%	No Bid		
ADDITIONAL FEES FOR VARIOUS LEVELS OF ADDITIONAL BACKGROUND CHECKS:					
Item No.	Description	Unit Cost	Unit cost	Unit Cost	Unit Cost
1	Level 1	-0-	\$45.00		
2	Level 2		TBD		
3	Level 3		TBD		
4	Fingerprint		\$38.00		
5	Criminal checks in other states		\$6.50		
6	National level		\$6.00		
7	Sex offender check		\$3.00		

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

Meeting: DATE
Department: Financial Services
Initiated By:

Summary Sheet

DOC ID: XXXX

SUBJECT: Temporary Employment Services

PLACEMENT: Consent

REQUESTED ACTION: Request to award Bid #19-D-112 for Temporary Employment Services for Administrative Positions to **Athena Consulting, LLC**, of Gaithersburg, TN; **4 Best Business Corp.** of Miramar, FL; **22nd Century Technologies, Inc.** of Somerset, NJ; **COCCHHBHA Enterprises, Inc. d/b/a CEI Staffing** of Sunrise, FL from January 15, 2020 through January 14, 2022. The City's estimated annual expenditure is \$100,000.

(INCLUDE CONTRACT START/TERM DATES)

Request to award Bid #19-D-112 for Temporary Employment Services for Industrial Positions to **22nd Century Technologies, Inc.** of Somerset, NJ; **COCCHHBHA Enterprises INC. d/b/a CEI Staffing** of Sunrise, FL; **SOFTHQ Inc.** of San Diego, CA; and **REDCON Solutions Group LLC**, of Orlando, FL from January 15, 2020 through January 14, 2022. The City's estimated annual expenditure is \$75,000. (REQUEST TO AWARD)

ATTACHMENTS:

- #1 - Bid Tabulation
- #2 - Athena Consulting LLC. Agreement
- #3 - 4 Best Business Corp. Agreement
- #4 - 22nd Century Technologies Inc. Agreement
- #5 - COCCHHBHA Enterprises Inc. d/b/a CEI Staffing Agreement
- #6 - SOFTHQ Inc Agreement
- #7 - REDCON Solutions Group LLC. Agreement

BACKGROUND / DESCRIPTION:

The Southeast Florida Governmental Purchasing Cooperative Group (Co-Op), began approximately 28 years ago with a small group of Broward County Cities. The Co-Op has grown to 52 entities from Miami-Dade, Broward, and Palm Beach Counties.

The Co-Op combines the buying power of the members for products or services purchased to achieve the best available pricing under a term contract. The Co-Op also reduces staff time spent on bidding procedures by having a lead agency complete the bidding for all members that wish to participate in that procurement.

The City utilizes Temporary Employment Services in lieu of full-time staff and part-time personnel on a regular basis. The hourly rates are low and staff time is saved processing applications and hiring personnel for temporary assignments. The contract also affords the departments the opportunity to obtain personnel with only a 24-hour notice. In addition, at least 15 current or past City personnel started out as Temporary Staff and were able to obtain full time positions with the City based on their work performance as a temporary employee.

**City of Coral Springs
Commission Meeting Agenda Item
Summary Sheet
Meeting: (date)**

Subject: {Header in subsequent pages must match subject line}

The City of Coral Springs has been the lead agency for the Temporary Employment Services Contract for the past twelve years. A new bid was issued on August 6, 2019 and twenty-six responses were received. Due to twenty-seven agencies in the Co-Op utilizing the contract, a total of 4 vendors are needed for each category of Administrative job positions and Industrial job positions.

Copies to: D. Pazdra, Director of Human Resources
 L. Gorgoy, Purchasing Manager
 K. Moskowitz, Director of Financial Services
 M. Heller, Deputy City Manager
 S. Whitacre, Deputy City Attorney
 J. Hearn, City Attorney

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL
SPRINGS AND 4 BEST BUSINESS CORP. FOR TEMPORARY EMPLOYMENT
SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into the 17
day of November, 2021, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

4 BEST BUSINESS CORP.
a Florida profit corporation
3600 Red Road, #306
Miramar, Florida 33025
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on January 15, 2020, CITY and CONTRACTOR entered into an Agreement for Temporary Employment services (hereinafter "Agreement"); and

WHEREAS, due to the increased usage of the Agreement, increasing the not to exceed amount to One Hundred Fifty Thousand Dollars (\$150,000.00), the Agreement was amended on April 7, 2021; and

WHEREAS, the Agreement expires January 14, 2022; and

WHEREAS, the Agreement provides that it may renewed for two (2) additional two (2) year renewals, however, staff wishes to only extend the Agreement through July 14, 2022 with no additional renewal terms; and

WHEREAS, both parties are desirous of extending the term of the Agreement for six (6) months through July 14, 2022; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. Section 5.01 of the Agreement is hereby amended to read as follows:

COMPENSATION

5.01 CITY agrees to pay to CONTRACTOR an amount not to exceed ~~One Hundred Fifty Thousand Dollars (\$150,000.00)~~ Seventy-Five Thousand Dollars (\$75,000.00) for the services designated in the Bid.

SECTION 3. Section 6 of the Agreement is hereby amended to read as follows:

TERM

The Agreement is hereby extended for one (1) additional six (6) month period and shall terminate on June 15, 2021.

SECTION 4. Section 31 of the Agreement is hereby created to read as follows:

E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

- (a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.
- (b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.
- (c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.
- (d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.
- (e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR subcontractor knowingly

violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 5. All other conditions and terms of the original Agreement, not specifically amended herein remain in full force and effect.

SECTION 6. **SEVERABILITY**

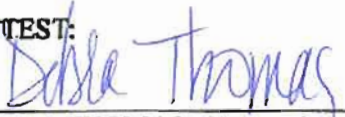
Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 7. This Second Amendment shall be effective upon execution by CITY.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and 4 BEST BUSINESS CORP. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

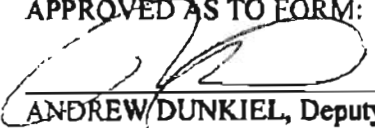
ATTEST:


DEBRA THOMAS, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA


SCOTT BROOK, Mayor

APPROVED AS TO FORM:


ANDREW DUNKIEL, Deputy City Attorney

4 BEST BUSINESS CORP.

By: 

Title: President

Print Name: Miguel Fernandez

 **4BB Corp**

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL
SPRINGS AND COCHHBHA ENTERPRISES, INC., d/b/a CEI STAFFING, FOR
TEMPORARY EMPLOYMENT SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into the 17
day of November, 2021, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

COCHHBHA ENTERPRISES, INC.
d/b/a CEI STAFFING
a Florida profit corporation
10258 NW 47th Street
Sunrise, Florida 33351
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on January 15, 2020, CITY and CONTRACTOR entered into an Agreement for Temporary Employment services (hereinafter "Agreement"); and

WHEREAS, due to the increased usage of the Agreement, increasing the not to exceed amount to One Hundred Fifty Thousand Dollars (\$150,000.00), the Agreement was amended on April 7, 2021; and

WHEREAS, the Agreement expires January 14, 2022; and

WHEREAS, the Agreement provides that it may renewed for two (2) additional two (2) year renewals, however, staff wishes to only extend the Agreement through July 14, 2022 with no additional renewal terms; and

WHEREAS, both parties are desirous of extending the term of the Agreement for six (6) months through July 14, 2022; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. Section 5.01 of the Agreement is hereby amended to read as follows:

COMPENSATION

5.01 CITY agrees to pay to CONTRACTOR an amount not to exceed ~~One Hundred Fifty Thousand Dollars (\$150,000.00)~~ Seventy-Five Thousand Dollars (\$75,000.00) for the services designated in the Bid.

SECTION 3. Section 6 of the Agreement is hereby amended to read as follows:

TERM

The Agreement is hereby extended for one (1) additional six (6) month period and shall terminate on June 15, 2021.

SECTION 4. Section 31 of the Agreement is hereby created to read as follows:

E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

- (a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.
- (b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.
- (c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.
- (d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.
- (e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR subcontractor knowingly

violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 5. All other conditions and terms of the original Agreement, not specifically amended herein remain in full force and effect.

SECTION 6. **SEVERABILITY**

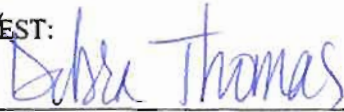
Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 7. This Second Amendment shall be effective upon execution by CITY.

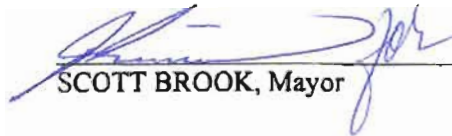
[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and COCHHBHA ENTERPRISES, INC., d/b/a CEI STAFFING, have caused these present to be executed in their respective names by the proper officials the day and year first above written.

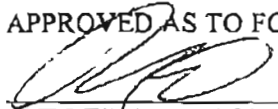
ATTEST:


DEBRA THOMAS, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA

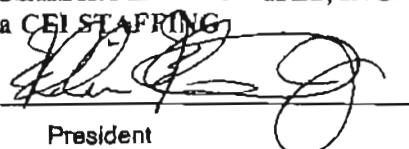

SCOTT BROOK, Mayor

APPROVED AS TO FORM:


ANDREW DUNKIEL, Deputy City Attorney

COCHHBHA ENTERPRISES, INC.

d/b/a CEI STAFFING

By: 

Title: President

Print Name: Eddie Edwards Jr.

SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND SOFTHQ, INC. FOR TEMPORARY EMPLOYMENT SERVICES

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into the 17 day of November, 2021, by and between:

CITY OF CORAL SPRINGS, FLORIDA

a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

SOFTHQ, INC.

a foreign profit corporation
6494 Weathers Place, Suite 200
San Diego, California 92121
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on January 15, 2020, CITY and CONTRACTOR entered into an Agreement for Temporary Employment services (hereinafter "Agreement"); and

WHEREAS, due to the increased usage of the Agreement, increasing the not to exceed amount to One Hundred Fifty Thousand Dollars (\$150,000.00), the Agreement was amended on April 7, 2021; and

WHEREAS, the Agreement expires January 14, 2022; and

WHEREAS, the Agreement provides that it may renewed for two (2) additional two (2) year renewals, however, staff wishes to only extend the Agreement through July 14, 2022 with no additional renewal terms; and

WHEREAS, both parties are desirous of extending the term of the Agreement for six (6) months through July 14, 2022; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. Section 5.01 of the Agreement is hereby amended to read as follows:

COMPENSATION

5.01 CITY agrees to pay to CONTRACTOR an amount not to exceed ~~One Hundred Fifty Thousand Dollars (\$150,000.00)~~ Seventy-Five Thousand Dollars (\$75,000.00) for the services designated in the Bid.

SECTION 3. Section 6 of the Agreement is hereby amended to read as follows:

TERM

The Agreement is hereby extended for one (1) additional six (6) month period and shall terminate on June 15, 2021.

SECTION 4. Section 31 of the Agreement is hereby created to read as follows:

E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

- (a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.
- (b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.
- (c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.
- (d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.
- (e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 5. All other conditions and terms of the original Agreement, not specifically amended herein remain in full force and effect.

SECTION 6. **SEVERABILITY**

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

SECTION 7. This Second Amendment shall be effective upon execution by CITY.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and SOFTHQ, INC. have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:



DEBRA THOMAS, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA



SCOTT BROOK, Mayor

APPROVED AS TO FORM:

Andrew B. Dunkiel

ANDREW DUNKIEL, Deputy City Attorney

SOFTHQ, INC.

By: Kranti Ponnamm
Kranti Ponnamm (Nov 5, 2021 10:05 PDT)

Title: CEO

Print Name: Nov 5, 2021



- [Department of State](#)
- [Division of Corporations](#)
- [Search Records](#)
- [Search by Entity Name](#)

[Previous On List](#) [Next On List](#) [Return to List](#)

softhq

Search

[Events](#) **No Name History**

Detail by Entity Name

Foreign Profit Corporation

SOFTHQ, INC.

Filing Information

Document NumberF17000004515 FEI/EIN Number27-1798370 Date Filed10/06/2017 StateCA StatusACTIVE Last EventREINSTATEMENT Event Date Filed03/08/2019

Principal Address

6494 WEATHERS PLACE, SUITE 200
SAN DIEGO, CA 92121

Mailing Address

6494 WEATHERS PLACE, SUITE 200
SAN DIEGO, CA 92121

Registered Agent Name & Address INCORP SERVICES, INC.
17888 67TH COURT NORTH
LOXAHATCHEE, FL 33470

Name Changed: 03/08/2019

Officer/Director Detail Name & Address

Title President

PONNAM, KRANTI
6494 WEATHERS PLACE, SUITE 200
SAN DIEGO, CA 92121

Title Director

Sunkara, Anil
6494 Weathers Place, Suite 200
San Diego, CA 92121

Annual Reports

Report Year Filed Date

2019	03/08/2019
2020	07/20/2020
2021	04/01/2021

Document Images

[04/01/2021 -- ANNUAL REPORT](#) [View image in PDF format](#)
[07/20/2020 -- ANNUAL REPORT](#) [View image in PDF format](#)
[03/08/2019 -- REINSTATEMENT](#) [View image in PDF format](#)
[10/06/2017 -- Foreign Profit](#) [View image in PDF format](#)

[Previous On List](#) [Next On List](#) [Return to List](#)

[Events](#) **No Name History**

Florida Department of State, Division of Corporations

[Florida Department of State](#)

- [Division of Corporations](#)

Temporary Employment Services

Final Audit Report

2021-11-05

Created:	2021-11-05
By:	Mary Marinace (mmarinace@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI8JBXG18gVX1TcAClp01XEHRpKNg3M9M

"Temporary Employment Services" History

-  Document created by Mary Marinace (mmarinace@coralsprings.org)
2021-11-05 - 4:45:21 PM GMT- IP address: 24.233.167.201
-  Document emailed to Kranti Ponnam (kranti@softhqinc.com) for signature
2021-11-05 - 4:47:29 PM GMT
-  Email viewed by Kranti Ponnam (kranti@softhqinc.com)
2021-11-05 - 5:05:17 PM GMT- IP address: 66.102.7.163
-  Document e-signed by Kranti Ponnam (kranti@softhqinc.com)
Signature Date: 2021-11-05 - 5:05:49 PM GMT - Time Source: server- IP address: 108.75.133.252
-  Document emailed to Andrew Dunkiel (adunkiel@coralsprings.org) for signature
2021-11-05 - 5:05:51 PM GMT
-  Email viewed by Andrew Dunkiel (adunkiel@coralsprings.org)
2021-11-05 - 5:09:31 PM GMT- IP address: 199.27.247.2
-  Document e-signed by Andrew Dunkiel (adunkiel@coralsprings.org)
Signature Date: 2021-11-05 - 5:11:47 PM GMT - Time Source: server- IP address: 104.28.84.213
-  Agreement completed.
2021-11-05 - 5:11:47 PM GMT

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORAL
SPRINGS AND REDCON SOLUTIONS GROUP LLC FOR TEMPORARY
EMPLOYMENT SERVICES**

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into the 17
day of November, 2021, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

and

REDCON SOLUTIONS GROUP LLC
a Florida limited liability company
3259 Progress Drive
Orlando, Florida 32826
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on January 15, 2020, CITY and CONTRACTOR entered into an Agreement for Temporary Employment services (hereinafter "Agreement"); and

WHEREAS, due to the increased usage of the Agreement, increasing the not to exceed amount to One Hundred Fifty Thousand Dollars (\$150,000.00), the Agreement was amended on April 7, 2021; and

WHEREAS, the Agreement expires January 14, 2022; and

WHEREAS, the Agreement provides that it may renewed for two (2) additional two (2) year renewals, however, staff wishes to only extend the Agreement through July 14, 2022 with no additional renewal terms; and

WHEREAS, both parties are desirous of extending the term of the Agreement for six (6) months through July 14, 2022; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. Section 5.01 of the Agreement is hereby amended to read as follows:

COMPENSATION

5.01 CITY agrees to pay to CONTRACTOR an amount not to exceed ~~One Hundred Fifty Thousand Dollars (\$150,000.00)~~ Seventy-Five Thousand Dollars (\$75,000.00) for the services designated in the Bid.

SECTION 3. Section 6 of the Agreement is hereby amended to read as follows:

TERM

The Agreement is hereby extended for one (1) additional six (6) month period and shall terminate on June 15, 2021.

SECTION 4. Section 31 of the Agreement is hereby created to read as follows:

E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

- (a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.
- (b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.
- (c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.
- (d) CONTRACTOR shall terminate any agreement with any subcontractor if the CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.
- (e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR subcontractor knowingly violated this Section, but CONTRACTOR have otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of a termination for this Section.

SECTION 5. All other conditions and terms of the original Agreement, not specifically amended herein remain in full force and effect.

SECTION 6. SEVERABILITY

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

SECTION 7. This Second Amendment shall be effective upon execution by CITY.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and REDCON SOLUTIONS GROUP LLC have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:


DEBRA THOMAS, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA


SCOTT BROOK, Mayor

APPROVED AS TO FORM:


ANDREW DUNKIEL, Deputy City Attorney

REDCON SOLUTIONS GROUP LLC

By: *Kyle Evans*

Title: President

Print Name: Kyle Evans



- [Department of State](#)
- [Division of Corporations](#)
- [Search Records](#)
- [Search by Entity Name](#)

[Previous On List](#) [Next On List](#) [Return to List](#)

redcon sol

Search

[Events](#) **No Name History**

Detail by Entity Name

Florida Limited Liability Company

REDCON SOLUTIONS GROUP LLC

Filing Information

Document Number L14000174730 FEI/EIN Number 47-2299961 Date Filed 11/10/2014 State FL Status ACTIVE Last Event LC DISSOCIATION MEM Event Date Filed 02/12/2018 Event Effective Date NONE

Principal Address

13 MARSH TOWER
SAVANNAH, GA 31411

Changed: 06/17/2021

Mailing Address

8707 Silk Bay pl
ORLANDO, FL 32827

Changed: 01/10/2020

Registered Agent Name & Address EVANS, ROBERT K
8707 Silk Bay pl
ORLANDO, FL 32827

Address Changed: 01/10/2020

Authorized Person(s) Detail **Name & Address**

Title CEO

EVANS, ROBERT K
8707 Silk Bay pl
ORLANDO, FL 32827

Annual Reports

Report Year Filed Date

2019	04/16/2019
2020	01/10/2020
2021	03/29/2021

Document Images

03/29/2021 -- ANNUAL REPORT	View image in PDF format
01/10/2020 -- ANNUAL REPORT	View image in PDF format
04/16/2019 -- ANNUAL REPORT	View image in PDF format
04/28/2018 -- ANNUAL REPORT	View image in PDF format
02/12/2018 -- CORLCDSMEM	View image in PDF format
06/15/2017 -- LC Amendment	View image in PDF format
01/27/2017 -- ANNUAL REPORT	View image in PDF format
04/27/2016 -- ANNUAL REPORT	View image in PDF format
05/26/2015 -- ANNUAL REPORT	View image in PDF format
11/10/2014 -- Florida Limited Liability	View image in PDF format

[Previous On List](#)
[Next On List](#)
[Return to List](#)

redcon sol

[Events](#)
[No Name History](#)

Search

Florida Department of State, Division of Corporations

[Florida Department of State](#)

- [Division of Corporations](#)

Temporary Employment Services

Final Audit Report

2021-11-02

Created:	2021-10-29
By:	Mary Marinace (mmarinace@coralsprings.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIHjzwwLwJDluvw0662b2PGUOzohd1uR_

"Temporary Employment Services" History

-  Document created by Mary Marinace (mmarinace@coralsprings.org)
2021-10-29 - 6:21:52 PM GMT- IP address: 24.233.167.201
-  Document emailed to Kyle Evans (kyle.evans@redconsolutionsgroup.com) for signature
2021-10-29 - 8:22:51 PM GMT
-  Email viewed by Kyle Evans (kyle.evans@redconsolutionsgroup.com)
2021-10-29 - 7:55:24 PM GMT- IP address: 174.199.160.48
-  Document e-signed by Kyle Evans (kyle.evans@redconsolutionsgroup.com)
Signature Date: 2021-11-02 - 1:02:30 PM GMT - Time Source: server- IP address: 98.244.138.108
-  Document emailed to Andrew Dunkiel (adunkiel@coralsprings.org) for signature
2021-11-02 - 1:02:32 PM GMT
-  Email viewed by Andrew Dunkiel (adunkiel@coralsprings.org)
2021-11-02 - 7:08:47 PM GMT- IP address: 89.38.234.209
-  Document e-signed by Andrew Dunkiel (adunkiel@coralsprings.org)
Signature Date: 2021-11-02 - 7:07:08 PM GMT - Time Source: server- IP address: 24.233.167.201
-  Agreement completed.
2021-11-02 - 7:07:08 PM GMT

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 28 OF THE CITY CODE OF ORDINANCES WHICH CHAPTER IS ENTITLED “LAND DEVELOPMENT CODE,” SUBPART 1, ENTITLED “COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS”, ARTICLE 300, ENTITLED “HOW TO USE,” AT SECTION 300-10, ENTITLED “THE CRA INCLUDES SIX FORM-BASED DISTRICTS”; AMENDING SECTION 300-30, ENTITLED “HOW TO DETERMINE THE BUILDABLE AREA OF A LOT, ALLOWABLE DENSITY AND BUILDING HEIGHT;” AMENDING ARTICLE 301, ENTITLED “LEGAL AND ADMINISTRATIVE PROVISIONS,” AT SECTION 301-20, ENTITLED “APPLICABILITY” TO FURTHER ADDRESS REGIONAL ACTIVITY CENTER (RAC) FUTURE LAND USE DESIGNATIONS AS IDENTIFIED IN THE CITY’S COMPREHENSIVE PLAN

Purchasing Requests ONLY

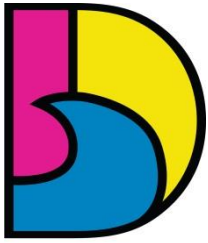
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

--

Exhibits Attached

CM TX-082-21, SR TX-082-21, O-2022-001 Text Amendment (TX-082-21) to Address RAC Dwelling Units, TA RAC application



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: January 11, 2022

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: **TX-82-21:** The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, to provide a process for allocating Regional Activity Center (RAC) dwelling units (SECOND READING).

Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=City of Dania
Beach, ou=Community Development,
email=eleanor@danibeachfl.gov, c=US
Date: 2021.12.22 15:44:29 -0500

Request:

TEXT AMENDMENT

To create a process for allocating RAC dwelling units when the unit count falls below fifteen percent (15%).

Background

On September 8, 2021, at a City Commission Workshop, the City Commission directed staff to invoke a Zoning-in-Progress to review the existing LDC to determine if there is a need to create regulations to prioritize the allocation of RAC dwelling units and establish criteria for doing so. On September 28, 2021, the City Commission established a Zoning in Progress

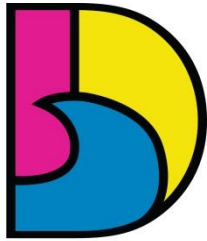
At the request of the City Commission, staff is proposing a text amendment to the City's Land Development Code (LDC) to create a process whereby allocation of RAC dwelling unit will be followed when the unit count falls below fifteen percent (15%) of the originally allocated units.

Budgetary Impact

This amendment has the potential to affect the property tax value of the city, as higher density projects typically have higher taxable value.

Recommendation

Approve the ordinance on second and final reading.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

DATE: January 11, 2022

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

FROM: Eleanor Norena, CFM, Director Eleanor Norena
Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=City of Dania
Beach, ou=Community Development,
email=enorena@dania-beach.fl.gov, c=US
Date: 2021.12.22 15:43:15 -0500

VIA: Candido Sosa-Cruz, Deputy City Manager
Corinne Lajoie, AICP, Assistant Director Corinne Lajoie
Digitally signed by Corinne Lajoie
DN: cn=Corinne Lajoie, o=City of Dania
Beach, ou=Community Development,
email=clajoie@dania-beach.fl.gov, c=US
Date: 2021.12.22 14:30:09 -0500

SUBJECT: **TX-082-21:** The applicant, the City of Dania Beach, is requesting a text amendment to the City's Code of Ordinances, to provide a process for allocating Regional Activity Center (RAC) dwelling units (SECOND READING).

Request

TEXT AMENDMENT

To create a process for allocating RAC dwelling units when the unit count falls below fifteen percent (15%).

Background

On September 8, 2021, at a City Commission Workshop, the City Commission directed staff to invoke a Zoning-in-Progress to review the existing LDC to determine if there is a need to create regulations to prioritize the allocation of RAC dwelling units and establish criteria for doing so. On September 28, 2021, the City Commission established a Zoning in Progress.

At the request of the City Commission, staff is proposing a text amendment to the City's Land Development Code (LDC) to create a process whereby allocation of RAC dwelling unit will be followed when the unit count falls below fifteen percent (15%) of the originally allocated units.

At present, the remaining RAC dwelling unit count has fallen to eleven percent (11%) of the originally allocated units. Any efforts to obtain additional units will take approximately 12 – 18 months. Additionally, 2,899 RAC dwelling units have been allocated but not yet built. Therefore, careful consideration should be given to the allocation of the remaining dwelling units.

Therefore, staff is proposing the creation of the following criteria to be implemented when the available RAC dwelling units falls below fifteen percent (15%) of the originally allocated units.

- (1) Use of all incentives increasing density will be suspended, except:
 - (a) For affordable housing
 - (b) For increasing density by five (5) dwelling units or less.

(2) Provide a developer's agreement stating the developer will not request extensions, thereby returning any unused RAC units upon expiration of the term of the developer's agreement, which authorization period shall not exceed 30 months.

(3) Provide a project proforma, illustrating project financing exists for development of the proposed project prior to public hearing.

(4) Provide a tax benefit/cost analysis of the project illustrating projected property tax increase once the project is completed, as well as anticipated municipal expenditures, such as for police, fire, water/sewer services, etc.

(5) Identify how the project approval and construction will benefit the community, such as through installation of bicycle rental stations, participation in a free trolley/shuttle service, etc.

(6) Any project in which the City has partnered with another person or entity utilizing Florida Housing Finance Corporation funds shall be exempt from subparagraphs 1 -5 above.

This is text amendment will require two readings by the City Commission.

Planning and Zoning Board Recommendation

On November 17, 2021, the Planning and Zoning Board heard the request.

City Commission Previous Action

On December 14, 2021, the City Commission approved this ordinance on first reading.

Recommendation

Approve the ordinance on second and final reading.

ORDINANCE NO. 2022-001

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28 OF THE CITY CODE OF ORDINANCES WHICH CHAPTER IS ENTITLED "LAND DEVELOPMENT CODE," SUBPART 1, ENTITLED "COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS", ARTICLE 300, ENTITLED "HOW TO USE," AT SECTION 300-10, ENTITLED "THE CRA INCLUDES SIX FORM-BASED DISTRICTS"; AMENDING SECTION 300-30, ENTITLED "HOW TO DETERMINE THE BUILDABLE AREA OF A LOT, ALLOWABLE DENSITY AND BUILDING HEIGHT;" AMENDING ARTICLE 301, ENTITLED "LEGAL AND ADMINISTRATIVE PROVISIONS," AT SECTION 301-20, ENTITLED "APPLICABILITY" TO FURTHER ADDRESS REGIONAL ACTIVITY CENTER (RAC) FUTURE LAND USE DESIGNATIONS AS IDENTIFIED IN THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach seeks to amend Chapter 28 of the City Code of Ordinances which Chapter is entitled "Land Development Code," Subpart 1, entitled "Community Redevelopment Area (CRA) Form-Based Zoning Districts"; Article 300, entitled "How To Use," at Section 300-10, entitled "The CRA Includes Six Form-Based Districts"; amending Section 300-30, entitled "How To Determine The Buildable Area Of A Lot, Allowable Density And Building Height;" amending Article 301, entitled "Legal And Administrative Provisions," at Section 301-20, entitled "Applicability;" and

WHEREAS, the City is seeking to revise the regulations relating to available Regional Activity Center (RAC) dwelling units; and

WHEREAS, the City desires to provide a process for authorizing RAC units when the number of available dwelling units assigned to the RAC land use designation falls below fifteen percent (15%) of the total number of approved units;

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

Section 1. That Chapter 28 of the City Code of ordinances is amended to read as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

SUBPART 1. COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS

* * *

ARTICLE 300. HOW TO USE

Sec. 300-10. The CRA includes six (6) form-based districts.

The Community Redevelopment Area (CRA) is divided into several zoning districts. Six (6) of those districts are form-based districts that are unique to the CRA. Except for Section 301-20(B), which is applicable to all properties located within the Regional Activity Center (RAC) Future Land Use designation as identified in the City's Comprehensive Plan, Article 300 shall not apply to the Planned Mixed-Use Development District (PMUD) established pursuant to article 340, subpart 5 of part 3 of this chapter or the Planned Small Lot Mixed-Use Development District (PMUD-SL) established pursuant to article 350, subpart 6 of part 3 of this chapter. Each form-based zoning district has a set of regulations that apply to it, called "district development standards" in article 303. The district standards include:

- (A) A generalized list of permitted uses. The detailed list of permitted, special exception and prohibited uses is in article 302, discussed further in section 300-20, below.
- (B) Building placement and height standards, discussed further in section 300-30, below.
- (C) The types of buildings that can be constructed. There are eight (8) "types" of buildings based upon the building's function and character, discussed further in section 300-40, below.
- (D) The types of ground story configurations that are allowed along street frontages, called "frontage types", which are discussed further in section 300-50, below.

* * *

Sec. 300-30. How to determine the buildable area of a lot, allowable density and building height.

- (A) The district standards in article 303 for each district include a map showing maximum allowable height within the district. Permitted height varies within some districts based upon location. Article 304 has the rules for interpreting the maps.
- (B) Permitted height and density is identified as "by right" and "with incentives." This means that in order to exceed the height, density or both permitted "by right", the developer must earn incentives sufficient to achieve the maximum height, density or both permitted on the lot. Incentives are detailed in article 305. See additional regulations found in Section 301-20(B) for maximum intensity/density limits permitted within the CRA and Comprehensive Plan.

- (C) The district standards in article 303 for each district specify build-to-lines, setbacks, minimum open space, and where parking facilities can be sited. Mandatory build-to-lines in lieu of minimum setbacks are one of the aspects that make these regulations form-based.

* * *

ARTICLE 301. LEGAL AND ADMINISTRATIVE PROVISIONS

* * *

Sec. 301-20. Applicability.

- (A) The CRA form-based district regulations shall specifically prevail over all other regulations of this code in the case of conflict.
- (B) All development is subject to the maximum intensity limits permitted within the CRA form-based districts by the Ceomprehensive Pplan. Therefore, the Regional Activity Center (RAC) allowable land use and density identified in the Ceomprehensive Pplan, Future Land Use Element, should be consulted to ensure the consistency of any development proposal with the land use plan (acreage, dwelling units, etc.). When the number of available dwelling units assigned to the RAC land use designation falls below fifteen percent (15%) of the total number of approved units, the following additional information must be provided:
- (1) The use of all incentives will be suspended for the purposes of increasing density, except as identified below:
- (a) For affordable housing purposes as defined by the United States Department of Housing and Urban Development (US HUD). Affordable housing is generally defined as housing for which the occupant is paying no more than thirty percent (30%) of gross income for housing costs, including utilities.
- (b) For increasing density by five (5) dwelling units or less.
- (2) The applicant shall enter into a developer's agreement prior to a public hearing stating the developer will not request utilization of any of the Governor's Executive Order extensions, thereby returning any unused RAC units upon expiration of the term of the developer's agreement, which authorization period shall not exceed 30 months.
- (3) The applicant must provide a project proforma, illustrating project financing exists for development of the proposed project prior to public hearing.
- (4) The applicant must provide a tax benefit/cost analysis of the project illustrating projected property tax increase once the project is completed, as well as anticipated municipal expenditures, such as for police, fire, water/sewer services, etc.
- (5) The applicant must identify how the project approval and construction will benefit the community, such as through installation of bicycle rental stations, participation in a free trolley/shuttle service, etc.
- (6) Any project in which the City has partnered with another person or entity utilizing Florida Housing Finance Corporation funds shall be exempt from subparagraphs 1 -5 above.

- (C) In the event of a conflict between text and any illustration or graphic, the text shall prevail.
- (D) In the event of a conflict between district boundary maps and the official zoning map, the official zoning map shall prevail.

* * *

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 December 14, 2021.

PASSED AND ADOPTED on second reading on January 11, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: Text Amendment

Date Rec'd: _____

Petition No.: TX-082-21

(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: City Wide

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: _____

Folio Number(s): _____ Legal Description: _____

Applicant/Consultant/Legal Representative (circle one) City of Dania Beach- CD

Address of Applicant: _____

Business Telephone: _____ Home: _____ Fax: _____

E-mail address: _____

Name of Property Owner: _____

Address of Property Owner: _____

Business Telephone: _____ Home: _____ Fax: _____

Explanation of Request: RAC text amendment

For **Plats** please provide proposed **Plat Name** for **Variations** 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)

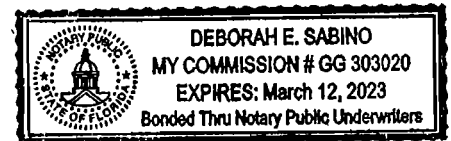
BEFORE ME THIS 28th DAY OF September, 2021

By:

ELEANOR NORENA
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Deborah 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.***

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

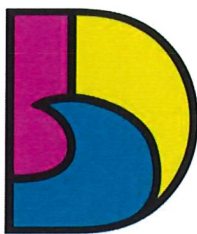
ADOPT ORDINANCE RELATING TO UPDATE OF CERTAIN PROVISIONS OF CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE” (THE “LDC”) BY: (1) AMENDING SECTION 105-180, ENTITLED “E-1 DISTRICT;” TO ADD REFERENCE TO NEWLY ENACTED STATE LEGISLATION AFFECTING THE ESTATE RESIDENTIAL USE DISTRICTS; (2) BY AMENDING SECTION 110-20, ENTITLED “LIST OF PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES” TO CLARIFY REGULATIONS FOR KENNELS AND VETERINARIANS; (3) BY AMENDING SECTION 110-100, ENTITLED “HOTELS” TO PERMIT HOTEL SHUTTLE VEHICLES TO PARK AT HOTELS; (4) BY AMENDING SECTION 110-320, ENTITLED “MOBILE FOOD VENDING CONDITIONS OF USE” TO ADDRESS THE SUNSET PROVISION; (5) BY AMENDING SECTION 110-190, ENTITLED “USES SUBJECT TO MINIMUM SEPARATION DISTANCES” TO SPECIFY DOOR-TO-DOOR DISTANCE SEPARATION MEASUREMENT; (6) BY AMENDING SECTION 215-50, ENTITLED “PERMITTED YARD ENCROACHMENTS IN THE E-1, RS-18000, RS-12000, RS-8000, RS-6000, NBHD-RES, AND RD-8000 DISTRICTS;” (7) BY AMENDING SECTION 215-60, ENTITLED “PERMITTED YARD ENCROACHMENTS IN THE RM, RM-1 AND RM-2 DISTRICTS;” (8) BY AMENDING SECTION 215-90, ENTITLED “ACCESSORY STRUCTURE SETBACKS” TO CLARIFY AIR CONDITIONING UNIT SETBACKS FOR MOBILE HOMES; (9) BY AMENDING SECTION 220-65, ENTITLED “ROOFTOP PHOTOVOLTAIC SOLAR SYSTEMS; GO SOLAR- BROWARD ROOFTOP SOLAR CHALLENGE PERMITTING PROCESS;” TO CLARIFY RULES FOR ROOFTOP SOLAR PANELS; (10) BY AMENDING SECTION 275-90, ENTITLED “PERIMETER BUFFER LANDSCAPE REQUIREMENTS FOR VEHICULAR USE AREAS (VUAS)” TO CONFORM WALL HEIGHT REGULATIONS WITH OTHER SECTIONS OF THE LAND DEVELOPMENT CODE; (11) BY AMENDING SECTION 303-40, ENTITLED “CITY CENTER (CC) DISTRICT” TO CORRECT FIGURE 303-7 CITY CENTER DISTRICT MAP; (12) BY AMENDING SECTION 610-20, ENTITLED “TABLE OF PUBLIC NOTICE REQUIREMENTS” TO MODIFY THE REQUIREMENT FOR POSTING AT CITY HALL AND ON CITY WEBSITE FROM TEN (10) DAYS TO FIVE (5) DAYS; (13) BY AMENDING SECTION 620-40, ENTITLED “LIST OF AUTHORIZED ADMINISTRATIVE VARIANCES” TO CLARIFY PERMITTED ADMINISTRATIVE VARIANCES; AND (14) BY AMENDING SECTION 675-20, ENTITLED “TEMPORARY USES AUTHORIZED” TO CLARIFY RULES FOR TEMPORARY USES AND SPECIAL EVENTS

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary**Exhibits Attached**

CM TX-080-21 Text Amendment-, SR TX-080-21 Text Amendment, O-2022- Text Amendment (TX-080-21) Relating to Update of Certain Provisions of Chapter 28 (LDC), Text Amendment Application signed



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: January 11, 2022

TO: Honorable Mayor and Commissioners

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

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

SUBJECT: **TX-080-21:** The applicant, City of Dania Beach, is requesting several text amendments to the City's Code, to adopt amendments and refinements to the Land Development Code (SECOND 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@danlabeachfl.gov,
c=US
Date: 2021.12.21 14:03:39 -05'00'

Request

TEXT AMENDMENT

Staff is proposing amendments to the Land Development Code in the following subjects:

- (1) E-1 DISTRICT
- (2) REGULATIONS FOR KENNELS AND VETERINARIANS
- (3) HOTEL SHUTTLE VEHICLES PARKING
- (4) MOBILE FOOD VENDING
- (5) DISTANCE SEPARATION MEASUREMENT
- (6) SETBACK ENCROACHMENTS FOR SINGLE-FAMILY DISTRICT
- (7) SETBACK ENCROACHMENTS FOR APARTMENT DISTRICTS
- (8) AIR CONDITIONING UNIT SETBACKS FOR MOBILE HOMES
- (9) RULES FOR ROOFTOP SOLAR PANELS
- (10) LANDSCAPE REQUIREMENTS FOR PARKING LOTS
- (11) CITY CENTER DISTRICT MAP
- (12) PUBLIC NOTICE REQUIREMENTS
- (13) PERMITTED ADMINISTRATIVE VARIANCES
- (14) RULES FOR TEMPORARY USES AND SPECIAL EVENTS

These changes are proposed as minor adjustments, clarifications and corrections. This is the second reading of this Ordinance by the City Commission.

Budgetary Impact

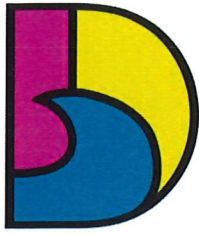
None

Previous Action

On November 17, 2021, the Planning and Zoning Board unanimously recommended approval of this ordinance. On December 14, 2021, the City Commission approved the Ordinance on First Reading.

Recommendation

Approve the ordinance on Second Reading.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

DATE: January 11, 2022

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

FROM: Eleanor Norena, CFM, Director 

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Corinne Lajoie, AICP, Assistant Director 
Richard Lorber, AICP, Planning & Zoning Manager 

SUBJECT: **TX-080-21:** The applicant, City of Dania Beach, is requesting several text amendments to the City's Code, to adopt amendments and refinements to the Land Development Code (SECOND READING).

Request

TEXT AMENDMENT

- (1) Amending Section 105-180, entitled "E-1 district;" to add reference to newly enacted state legislation affecting the Estate Residential use districts;
- (2) Amending Section 110-20, entitled "List of permitted, special exception and prohibited uses" to clarify regulations for kennels and veterinarians;
- (3) Amending Section 110-100, entitled "Hotels" to permit hotel shuttle vehicles to park at hotels;
- (4) Amending Section 110-190, entitled "Uses subject to minimum separation distances" to specify door-to-door distance separation measurement;
- (5) Amending Section 110-320, entitled "Mobile food vending conditions of use" to address the sunset provision;
- (6) Amending Section 215-50, entitled "Permitted yard encroachments in the E-1, RS-18000, RS-12000, RS-8000, RS-6000, NBHD-RES, and RD-8000 districts" to amend mechanical equipment setbacks and add canopies and gazebos;
- (7) Amending Section 215-60, entitled "Permitted yard encroachments in the RM, RM-1 and RM-2 districts" to identify mechanical equipment setback requirements;
- (8) Amending Section 215-90, entitled "Accessory structure setbacks" to clarify air conditioning unit setbacks for mobile homes;
- (9) Amending Section 220-65, entitled "Rooftop photovoltaic solar systems; Go Solar- Broward rooftop solar challenge permitting process;" to eliminate reference to an expired Broward County solar program;
- (10) Amending Section 275-90, entitled "Perimeter buffer landscape requirements for Vehicular Use Areas (VUAs)" to conform wall height regulations with other sections of the land development code;

- (11) Amending Section 303-40, entitled "City Center (CC) District" to correct figure 303-7 City Center District map;
- (12) Amending Section 610-20, entitled "Table of public notice requirements" to modify the requirement for posting at city hall and on city website from ten (10) days to five (5) days;
- (13) Amending Section 620-40, entitled "List of authorized administrative variances" to clarify permitted administrative variances; and
- (14) Amending Section 675-20, entitled "Temporary uses authorized" to clarify rules for temporary uses and special events.

PUBLIC HEARING NOTICE

This item was duly advertised, posted and noticed pursuant to Article 610 of the Land Development Code (LDC).

Background

On September 14, 2010, the City Commission approved the City's new Land Development Code (LDC) referred to as OneCode. As staff continues to use the new regulations, scrivener's errors, inaccuracies and vague, imprecise or ambiguous language continues to emerge, some of which staff is proposing to address at this time. In addition, over time any set of regulations becomes antiquated unless periodically updated.

The following amendments to the Unified LDC are proposed:

(1) E-1 DISTRICT

This amendment adds a provision to acknowledge that Agricultural Farm operations as governed by the Florida Right to Farm Act, Chapter 823.14 Florida Statutes are authorized for agricultural farms permitted in this zone.

(2) REGULATIONS FOR KENNELS AND VETERINARIANS

This adds clarification that kennels and veterinarians in mixed-use districts shall be located in a freestanding building not containing other uses other than restricted, entertainment or industrial uses, provided that pet supply stores that do not house or display dogs or exotic birds (parrots, parakeets and other vocal varieties) are not subject to this requirement.

(3) HOTEL SHUTTLE VEHICLES PARKING

Clarifies that a maximum of two (2) hotel owned and operated passenger vans per 100 rooms may be parked and stored overnight on site, provided vehicles are not visible from a public street.

(4) MOBILE FOOD VENDING

Removes the provision sunsetting the ordinance in January 2022.

(5) DISTANCE SEPARATION MEASUREMENT

Clarifying that distance separation measurements for medical marijuana dispensaries and pharmacies are to be measured from front door to front door.

(6) SETBACK ENCROACHMENTS FOR SINGLE-FAMILY DISTRICT

Amending Section 215-50, governing permitted yard encroachments in the Single-family residential zoning districts, to permit pool equipment and related equipment to be located no closer than five (5) feet of a side yard lot line.

(7) SETBACK ENCROACHMENTS FOR APARTMENT DISTRICTS

Amending Section 215-60, governing permitted yard encroachments in the RM, RM-1 and RM-2 Multifamily Residential Districts, to clarify that at-grade air conditioning units, heating units, pool pumps, and related equipment must provide a minimum of five (5) feet setback from any interior side or rear lot line, including sun canopies and gazebos.

(8) AIR CONDITIONING UNIT SETBACKS FOR MOBILE HOMES

Clarifying required setbacks for air conditioning units for mobile homes in Section 215-90 governing the Residential Mobile Home (RMH) District.

(9) RULES FOR ROOFTOP SOLAR PANELS

Removing outdated references to expired Broward County solar program.

(10) LANDSCAPE REQUIREMENTS FOR PARKING LOTS

Conforming the wall height regulations of Section 275-90, entitled "perimeter buffer landscape requirements for Vehicular Use Areas (VUAs)" with other Sections of the Land Development Code;

(11) CITY CENTER DISTRICT MAP

Corrects Figure 303-7, the City Center District Map, to conform to the existing zoning district boundaries.

(12) PUBLIC NOTICE REQUIREMENTS

Amending the table of public notice requirements in Section 610-20, to modify the requirement for posting at city hall and on city website from ten (10) days to five (5) days.

(13) PERMITTED ADMINISTRATIVE VARIANCES

Clarifying that administrative variances for required pervious area for a single family home may only be approved up to a maximum of five (5) percent, reduced from ten (10) percent.

(14) RULES FOR TEMPORARY USES AND SPECIAL EVENTS

Removing reference to the Parks and Recreation Director for estimating crowd attendance, and removing the reference to single day events for places of worship with in the City.

Previous Actions

On November 17, 2021, the Planning and Zoning Board unanimously recommended approval of this item.

On December 14, 2021, the City Commission approved the Ordinance on First Reading.

Recommendation

Approve the Ordinance on Second Reading.

ORDINANCE NO. 2022-004

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATING TO UPDATE OF CERTAIN PROVISIONS OF CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE" (THE "LDC") BY: (1) AMENDING SECTION 105-180, ENTITLED "E-1 DISTRICT;" TO ADD REFERENCE TO NEWLY ENACTED STATE LEGISLATION AFFECTING THE ESTATE RESIDENTIAL USE DISTRICTS; (2) BY AMENDING SECTION 110-20, ENTITLED "LIST OF PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES" TO CLARIFY REGULATIONS FOR KENNELS AND VETERINARIANS; (3) BY AMENDING SECTION 110-100, ENTITLED "HOTELS" TO PERMIT HOTEL SHUTTLE VEHICLES TO PARK AT HOTELS; (4) BY AMENDING SECTION 110-320, ENTITLED "MOBILE FOOD VENDING CONDITIONS OF USE" TO ADDRESS THE SUNSET PROVISION; (5) BY AMENDING SECTION 110-190, ENTITLED "USES SUBJECT TO MINIMUM SEPARATION DISTANCES" TO SPECIFY DOOR-TO-DOOR DISTANCE SEPARATION MEASUREMENT; (6) BY AMENDING SECTION 215-50, ENTITLED "PERMITTED YARD ENCROACHMENTS IN THE E-1, RS-18000, RS-12000, RS-8000, RS-6000, NBHD-RES, AND RD-8000 DISTRICTS;" (7) BY AMENDING SECTION 215-60, ENTITLED "PERMITTED YARD ENCROACHMENTS IN THE RM, RM-1 AND RM-2 DISTRICTS;" (8) BY AMENDING SECTION 215-90, ENTITLED "ACCESSORY STRUCTURE SETBACKS" TO CLARIFY AIR CONDITIONING UNIT SETBACKS FOR MOBILE HOMES; (9) BY AMENDING SECTION 220-65, ENTITLED "ROOFTOP PHOTOVOLTAIC SOLAR SYSTEMS; GO SOLAR- BROWARD ROOFTOP SOLAR CHALLENGE PERMITTING PROCESS;" TO CLARIFY RULES FOR ROOFTOP SOLAR PANELS; (10) BY AMENDING SECTION 275-90, ENTITLED "PERIMETER BUFFER LANDSCAPE REQUIREMENTS FOR VEHICULAR USE AREAS (VUAS)" TO CONFORM WALL HEIGHT REGULATIONS WITH OTHER SECTIONS OF THE LAND DEVELOPMENT CODE; (11) BY AMENDING SECTION 303-40, ENTITLED "CITY CENTER (CC) DISTRICT" TO CORRECT FIGURE 303-7 CITY CENTER DISTRICT MAP; (12) BY AMENDING SECTION 610-20, ENTITLED "TABLE OF PUBLIC NOTICE REQUIREMENTS" TO MODIFY THE REQUIREMENT FOR POSTING AT CITY HALL AND ON CITY WEBSITE FROM TEN (10) DAYS TO FIVE (5) DAYS; (13) BY AMENDING SECTION 620-40, ENTITLED "LIST OF AUTHORIZED ADMINISTRATIVE VARIANCES" TO CLARIFY PERMITTED ADMINISTRATIVE VARIANCES; AND (14) BY AMENDING SECTION 675-20, ENTITLED "TEMPORARY USES AUTHORIZED" TO CLARIFY RULES FOR TEMPORARY USES AND SPECIAL EVENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 28 of the City’s Code of Ordinances, entitled the “Land Development Code;” and

WHEREAS, the City desires to update certain provisions of the Land Development Code due to changes in state law, and for other clarification purposes; and

WHEREAS, the City Commission wishes to amend existing sections of the Code of Ordinances to ensure further clarity to the City’s Code; and

WHEREAS, the City’s Planning & Zoning Board reviewed the proposed Ordinance at the November 17, 2021 meeting and unanimously recommended approval;

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

Section 1. That the City of Dania Beach’s Code of Ordinances, at Chapter 28, entitled “Land Development Code,” is amended to read as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

PART 1. USE REGULATIONS

ARTICLE 105 – USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS

* * *

Sec. 105-180. - Detailed use regulations for the E-1 District.

The following uses of land that existed at the date of adoption of this code shall be considered conforming uses, subject to the standards and requirements of this section:

(A) Agriculture, including the repair of vehicles and equipment necessary for operation of a farm. The keeping, breeding and use of animals is limited to the following:

- (1) Breeding, raising or keeping of one (1) animal for each full ten thousand (10,000) square feet of lot area. This restriction does not apply to households.
- (2) On lots exceeding four and one-half (4.5) acres in net area, one (1) additional animal is permitted for each full ten thousand (10,000) square feet of lot area, provided all animals are sheltered.
- (3) There is no animal limit on lots exceeding ten (10) net acres in size.

- (4) The following are permitted on a lot containing a permanent dwelling: a total of twenty-five (25) birds and fowl, provided they are kept in an enclosure at least fifty (50) feet from any lot line; and wildlife pets as permitted and licensed by the state. Offspring under the normal weaning age for the species are not included in calculating the number of animals.
- (5) Agricultural Farm operations as governed by the Florida Right to Farm Act, Chapter 823.14 Florida Statutes are authorized for agricultural farms.

* * *

ARTICLE 110. – USE REGULATIONS FOR COMMERCIAL AND MIXED USE DISTRICTS

Sec. 110-20. List of permitted, special exception and prohibited uses.

* * *

	INDUS TRIAL	MIXED-USE DISTRICTS						COMMERCIAL ZONING DISTRICTS			
			CRA FORM-BASED DISTRICTS								
Legend											
P - Permitted											
P(#) - Permitted subject to numbered footnote											
A - Permitted accessory use only											
SE - Permitted special exception use only											
NP - Not permitted											
USES	Marine	RO (see sec 110-180)	CC	EDBB-MU	SFED-MU	GTWY-MU	NBHD-MU	C-1	C-2	C-3	C-4
* * *											
Kennel (subject to Section 302-20(A)(21)).	NP	NP	P	P	P	P	P	NP	NP	NP	P
* * *											
Veterinarian, animal hospital, <u>(excluding boarding)</u>	NP	NP	P	P	P	P	P	NP	SE	P	P

* * *

Sec. 110-100. - Hotels.

(A) Hotels shall comply with the following conditions:

* * *

- (4) A maximum of two (2) hotel owned and operated passenger vans per 100 rooms may be parked and stored overnight on site, provided vehicles are not visible from a public street.

* * *

Sec. 110-190. Uses subject to minimum separation distances.

* * *

(C) The following locational and distancing requirements shall apply to pain management clinics, retail pharmacies, and medical marijuana retail centers, as these uses are defined in section 725-30 of the code.

* * *

- (6) Measurements of distance between the above referenced uses shall be measured as the linear distance from front door to front door.

* * *

Sec. 110-320. Mobile food vending conditions of use.

The following conditions are applicable to mobile food vending operation, unless associated with a special event in accordance with article 675.

(A) *Licensing prerequisites for operation.* Mobile food vendors must have a City of Dania Beach Business Tax Receipt and all required State of Florida and Broward County licensing. No more than twenty (20) mobile food vendor business tax receipts shall be issued by the City in any calendar year. Mobile food vendors permitted to operate in the City shall only be licensed to operate for a fiscal year and must be renewed on an annual basis.

~~(B) Mobile food vendors permitted to operate in the City shall only be licensed to operate within a limited time frame beginning January 1, 2020 through January 1, 2022.~~

~~(CB)~~ *On-Site Location.*

Mobile food vendors shall:

- (1) Be located only on private commercial or industrial property fronting on an arterial corridor, with written approval from the property owner; and

- (2) Be separated at least two hundred (200) feet from any existing single family home or any existing restaurant during the hours of operation of said nearby restaurant; and
- (3) Be located a minimum of ten (10) feet from any right-of-way or sidewalk; and
- (4) Not be located in handicapped parking spaces, fire lanes or loading zones; and
- (5) Not block access to required parking for a simultaneously operating business on the property according to the City's parking requirements*; and
- (6) Not disrupt vehicular or pedestrian circulation for ingress or egress of the property; and
- (7) Not located in any right-of-way; and
- (8) No more than one (1) truck permitted on site at any time; and
- (9) Area/site shall be clear/clean of any garbage, debris and litter and shall restore the area/site to its original condition within thirty (30) minutes of the last sale.

(DC) *Other prohibitions.* Mobile food vendors shall be prohibited from:

- (1) Operating more than four (4) hours per location; and
- (2) Operating outside the hours between 9:00 a.m. - midnight; and
- (3) Operating a freestanding electric generator; and
- (4) Operating any type of amplified speaker system or playing music of any kind; and
- (5) Selling or providing alcohol; and
- (6) Using or distributing Styrofoam containers or cups; and
- (7) Using or distributing plastic straws; and
- (8) Utilizing free standing signage except for one (1) free standing menu sign; and
- (9) Participating in a mobile food vendor event, without a special event approval in accordance with article 675, "temporary use and special event permits;" and
- (10) No food truck shall be permitted at the same site for more than thirty (30) consecutive days.

* * *

ARTICLE 215.- SUPPLEMENTAL REGULATIONS FOR YARDS, LOT COVERAGE, IMPERVIOUS AREA AND OPEN SPACE

* * *

Sec. 215-50. Permitted yard encroachments in the E-1, RS-18000, RS-12000, RS-8000, RS-6000, NBHD-RES, and RD-8000 Districts.

* * *

- (E) At-grade air conditioning units, heating units, pool pumps, and related equipment shall not be located in a front yard or within ~~seven (7)~~ five (5) feet of a side yard lot line. Such devices, and related equipment, may be located in a required rear yard provided a minimum five-foot setback is provided to any property line. Existing air conditioning, heating, and pool equipment that was installed with proper permits, but does not comply with the locational requirements of this section, may be replaced at the same location. Variances from the

required yard setbacks for at-grade air conditioning units shall be considered pursuant to Article 620, "Administrative Variances."

- (F) At-grade generators and fuel tanks may encroach into required yards as provided in section 285-210 (Emergency generator regulations).
- (G) Patios, pools, and screened pool enclosures may encroach into required interior side yards and rear yards as provided in section 105-60 (Swimming pool regulations).
- (H) Patio and decks sun canopies and gazebos not associated with a pool shall provide a minimum of 5 foot setback from any internal and rear property line.

* * *

Sec. 215-60. Permitted yard encroachments in the RM, RM-1 and RM-2 districts.

- (A) Cornices, chimneys, balconies and fire escapes may extend not more than four (4) feet from a principal building into any required yard.
- (B) Walkways, ramps or steps may extend into required side or rear yard no closer than two (2) feet to adjacent property lines provided no part exceeds three (3) feet in height above the grade.
- (C) Allowable encroachments are permitted subject to the requirements for encroachments in the RS and RD districts unless otherwise specified herein.
- (D) Fences and walls pursuant to article 235.
- (E) Landscape materials.
- (F) Utility boxes.
- (G) Other accessory structures, as provided in section 215-90 (accessory structure setbacks).
- (H) Patio, deck, screen enclosures, sun canopies or gazebos not associated with a pool shall provide a minimum of a five (5) feet setback from any interior or rear property line, and a minimum of ten (10) feet from any street side property line.
- (I) At-grade air conditioning units, heating units, pool pumps, and related equipment shall provide a minimum of five (5) feet setback from any interior side or rear lot line.

* * *

Sec. 215-90. Accessory structure setbacks.

Certain accessory structures are permitted to encroach into required yards, as follows. All other accessory structures are subject to principal structure setbacks.

* * *

- (B) *Accessory buildings and structures in the RMH District.*

* * *

- (5) At grade air conditioner units, heating units or other mechanical equipment shall not be located in a front yard and may be located in the side or rear yard provided a minimum five foot (5') setback from the side and rear property line is provided.

* * *

ARTICLE 220.- SUPPLEMENTAL BUILDING AND STRUCTURE HEIGHT REGULATIONS INCLUDING LOWEST FINISHED FLOOR); ROOFTOP REGULATIONS

* * *

Sec. 220-65. - Rooftop photovoltaic solar systems; Go SOLAR- Broward Rooftop Solar Challenge permitting process.

- (1) *Intent.* The provisions contained in this section are intended to promote the health, safety, and general welfare of the citizens of the city by removing barriers to the installation of alternative energy systems and to encourage the installation of rooftop photovoltaic solar systems pursuant to the U.S. Department of Energy Rooftop Solar Challenge Agreement Number DE-EE0005701 ("Go SOLAR- Broward Rooftop Solar Challenge") on qualifying buildings and structures. ~~The provisions and exceptions contained in this section are limited to rooftop photovoltaic solar systems permitted through web-based applications for pre-approved rooftop photovoltaic solar system installations that utilize the "Go SOLAR" Broward Rooftop Solar Challenge permitting process.~~

- (2) *Definitions.* For purposes of this section, the following terms shall have the meaning prescribed in this section:

Roof line: The top edge of the roof which forms the top line of the building silhouette or, for flat roofs with or without a parapet, the top of the roof.

Rooftop photovoltaic solar system: A system which uses one (1) or more photovoltaic panels installed on the surface of a roof, parallel to a sloped roof or surface- or rack-mounted on a flat roof, to convert sunlight into electricity.

- (3) *Permitted accessory equipment.* Rooftop photovoltaic solar systems shall be deemed permitted accessory equipment to residential and commercial conforming and nonconforming buildings and structures in all zoning categories. Nothing contained in this chapter, including design standards or guidelines included or referenced in this section, shall be deemed to prohibit the installation of rooftop photovoltaic solar systems as accessory equipment to conforming and nonconforming buildings, including buildings containing nonconforming uses, ~~when such systems are installed pursuant to the Go SOLAR- Broward Rooftop Solar Challenge permitting process.~~

* * *

ARTICLE 275.- LANDSCAPING REQUIREMENTS

* * *

Sec. 275-90. - Perimeter buffer landscape requirements for vehicular use areas (VUAs).

* * *

(B) Multifamily residential developments.

(1) Required landscaping adjacent to public rights-of-way. On the site of a building or open lot use providing a VUA, where such area will not be entirely screened visually by an intervening building or structure from any abutting street right-of-way, there shall be provided landscaping between such area and such abutting right-of-way or property as follows:

(a) A strip of land at least ten (10) feet in depth located between the abutting right-of-way and the VUA shall be landscaped. The required landscaping shall include one (1) tree for each thirty (30) linear feet or fraction thereof as measured along such abutting right-of-way.

(b) Such trees shall be located between the abutting right-of-way and VUA, arranged to best enhance the property. In addition, a continuous hedge, wall or other durable landscape barrier shall be placed at no closer to the VUA than five (5) feet and shall be maintained at three (3) feet minimum height (after establishment) but not higher than ~~five (5)~~ six (6) feet above the adjacent VUA and the abutting property.

(2) Required landscaping adjacent to abutting property. A strip of land a minimum of five (5) feet in depth located between the abutting property and the vehicular use area shall be landscaped. This paragraph does not apply in the following CRA form-based zoning districts: CC, SFED-MU, EDBB-MU, NBHD-MU. The required landscaping shall include one (1) tree for each forty (40) linear feet or fraction thereof as measured along said abutting property. Such tree shall be located between the abutting property and the VUA, arranged to best enhance the property. In addition, a continuous hedge, wall or other durable landscape barrier shall be placed no closer to the VUA than five (5) feet and shall be maintained at three (3) feet minimum height, but not higher than ~~five (5)~~ six (6) feet above the adjacent VUA and the abutting property, provided a wall is not required in the following CRA form-based zoning districts: CC, SFED-MU, EDBB-MU, NBHD-MU.

If such durable landscape barrier is of nonliving material, one (1) shrub or vine shall be planted along both sides of the nonliving material at the rate of one (1) plant for each four (4) feet arranged to best enhance the property. The remainder of the required landscape area shall be landscaped with turf, ground cover or other landscaping excluding pavement. This buffer shall not be counted toward meeting the requirements of section 275-100 of this article.

* * *

* * *

* * *

* * *

LEGEND

- City Center District
- City Center Core
- Secondary Streets
- City Center Primary Streets

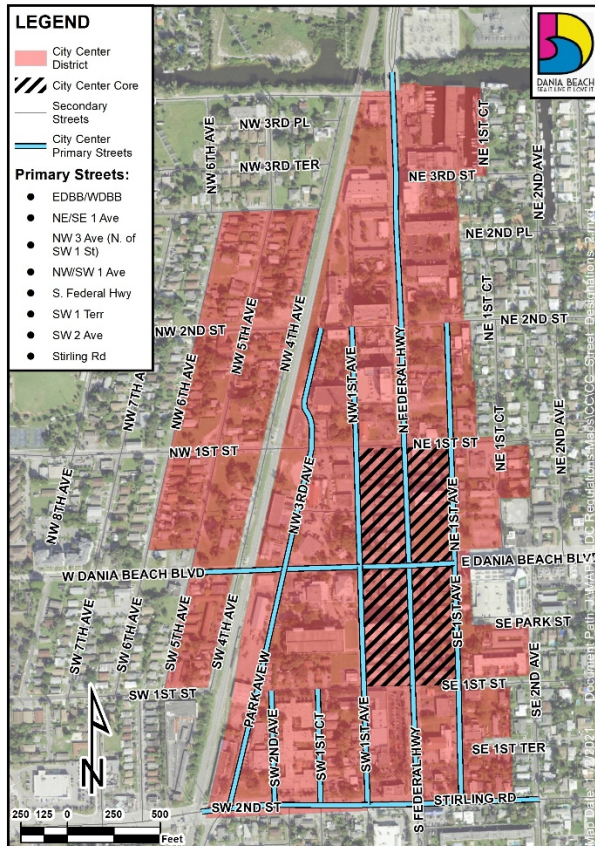
Primary Streets:

- EDBB/WDBB
- NE/SE 1 Ave
- NW 3 Ave (N. of SW 1 St)
- NW/SW 1 Ave
- S. Federal Hwy
- SW 1 Terr
- SW 2 Ave
- Stirling Rd

Map Labels:

Streets: NW 8TH AVE, NW 7TH AVE, NW 6TH AVE, NW 5TH AVE, NW 4TH AVE, NW 3RD PL, NW 3RD TER, NW 3RD AVE, NW 2ND ST, NW 1ST ST, W DANIA BEACH BLVD, SW 8TH AVE, SW 7TH AVE, SW 6TH AVE, SW 5TH AVE, SW 4TH AVE, SW 3RD AVE, SW 2ND ST, SW 1ST ST, NW 1ST ST, NW 2ND ST, NW 3RD ST, NW 4TH ST, NW 5TH ST, NW 6TH ST, NW 7TH ST, NW 8TH ST, NW 9TH ST, NW 10TH ST, NW 11TH ST, NW 12TH ST, NW 13TH ST, NW 14TH ST, NW 15TH ST, NW 16TH ST, NW 17TH ST, NW 18TH ST, NW 19TH ST, NW 20TH ST, NW 21ST, NW 22ND, NW 23RD, NW 24TH, NW 25TH, NW 26TH, NW 27TH, NW 28TH, NW 29TH, NW 30TH, NW 31ST, NW 32ND, NW 33RD, NW 34TH, NW 35TH, NW 36TH, NW 37TH, NW 38TH, NW 39TH, NW 40TH, NW 41ST, NW 42ND, NW 43RD, NW 44TH, NW 45TH, NW 46TH, NW 47TH, NW 48TH, NW 49TH, NW 50TH, NW 51ST, NW 52ND, NW 53RD, NW 54TH, NW 55TH, NW 56TH, NW 57TH, NW 58TH, NW 59TH, NW 60TH, NW 61ST, NW 62ND, NW 63RD, NW 64TH, NW 65TH, NW 66TH, NW 67TH, NW 68TH, NW 69TH, NW 70TH, NW 71ST, NW 72ND, NW 73RD, NW 74TH, NW 75TH, NW 76TH, NW 77TH, NW 78TH, NW 79TH, NW 80TH, NW 81ST, NW 82ND, NW 83RD, NW 84TH, NW 85TH, NW 86TH, NW 87TH, NW 88TH, NW 89TH, NW 90TH, NW 91ST, NW 92ND, NW 93RD, NW 94TH, NW 95TH, NW 96TH, NW 97TH, NW 98TH, NW 99TH, NW 100TH, NW 101ST, NW 102ND, NW 103RD, NW 104TH, NW 105TH, NW 106TH, NW 107TH, NW 108TH, NW 109TH, NW 110TH, NW 111ST, NW 112ND, NW 113RD, NW 114TH, NW 115TH, NW 116TH, NW 117TH, NW 118TH, NW 119TH, NW 120TH, NW 121ST, NW 122ND, NW 123RD, NW 124TH, NW 125TH, NW 126TH, NW 127TH, NW 128TH, NW 129TH, NW 130TH, NW 131ST, NW 132ND, NW 133RD, NW 134TH, NW 135TH, NW 136TH, NW 137TH, NW 138TH, NW 139TH, NW 140TH, NW 141ST, NW 142ND, NW 143RD, NW 144TH, NW 145TH, NW 146TH, NW 147TH, NW 148TH, NW 149TH, NW 150TH, NW 151ST, NW 152ND, NW 153RD, NW 154TH, NW 155TH, NW 156TH, NW 157TH, NW 158TH, NW 159TH, NW 160TH, NW 161ST, NW 162ND, NW 163RD, NW 164TH, NW 165TH, NW 166TH, NW 167TH, NW 168TH, NW 169TH, NW 170TH, NW 171ST, NW 172ND, NW 173RD, NW 174TH, NW 175TH, NW 176TH, NW 177TH, NW 178TH, NW 179TH, NW 180TH, NW 181ST, NW 182ND, NW 183RD, NW 184TH, NW 185TH, NW 186TH, NW 187TH, NW 188TH, NW 189TH, NW 190TH, NW 191ST, NW 192ND, NW 193RD, NW 194TH, NW 195TH, NW 196TH, NW 197TH, NW 198TH, NW 199TH, NW 200TH, NW 201ST, NW 202ND, NW 203RD, NW 204TH, NW 205TH, NW 206TH, NW 207TH, NW 208TH, NW 209TH, NW 210TH, NW 211ST, NW 212ND, NW 213RD, NW 214TH, NW 215TH, NW 216TH, NW 217TH, NW 218TH, NW 219TH, NW 220TH, NW 221ST, NW 222ND, NW 223RD, NW 224TH, NW 225TH, NW 226TH, NW 227TH, NW 228TH, NW 229TH, NW 230TH, NW 231ST, NW 232ND, NW 233RD, NW 234TH, NW 235TH, NW 236TH, NW 237TH, NW 238TH, NW 239TH, NW 240TH, NW 241ST, NW 242ND, NW 243RD, NW 244TH, NW 245TH, NW 246TH, NW 247TH, NW 248TH, NW 249TH, NW 250TH, NW 251ST, NW 252ND, NW 253RD, NW 254TH, NW 255TH, NW 256TH, NW 257TH, NW 258TH, NW 259TH, NW 260TH, NW 261ST, NW 262ND, NW 263RD, NW 264TH, NW 265TH, NW 266TH, NW 267TH, NW 268TH, NW 269TH, NW 270TH, NW 271ST, NW 272ND, NW 273RD, NW 274TH, NW 275TH, NW 276TH, NW 277TH, NW 278TH, NW 279TH, NW 280TH, NW 281ST, NW 282ND, NW 283RD, NW 284TH, NW 285TH, NW 286TH, NW 287TH, NW 288TH, NW 289TH, NW 290TH, NW 291ST, NW 292ND, NW 293RD, NW 294TH, NW 295TH, NW 296TH, NW 297TH, NW 298TH, NW 299TH, NW 300TH, NW 301ST, NW 302ND, NW 303RD, NW 304TH, NW 305TH, NW 306TH, NW 307TH, NW 308TH, NW 309TH, NW 310TH, NW 311ST, NW 312ND, NW 313RD, NW 314TH, NW 315TH, NW 316TH, NW 317TH, NW 318TH, NW 319TH, NW 320TH, NW 321ST, NW 322ND, NW 323RD, NW 324TH, NW 325TH, NW 326TH, NW 327TH, NW 328TH, NW 329TH, NW 330TH, NW 331ST, NW 332ND, NW 333RD, NW 334TH, NW 335TH, NW 336TH, NW 337TH, NW 338TH, NW 339TH, NW 340TH, NW 341ST, NW 342ND, NW 343RD, NW 344TH, NW 345TH, NW 346TH, NW 347TH, NW 348TH, NW 349TH, NW 350TH, NW 351ST, NW 352ND, NW 353RD, NW 354TH, NW 355TH, NW 356TH, NW 357TH, NW 358TH, NW 359TH, NW 360TH, NW 361ST, NW 362ND, NW 363RD, NW 364TH, NW 365TH, NW 366TH, NW 367TH, NW 368TH, NW 369TH, NW 370TH, NW 371ST, NW 372ND, NW 373RD, NW 374TH, NW 375TH, NW 376TH, NW 377TH, NW 378TH, NW 379TH, NW 380TH, NW 381ST, NW 382ND, NW 383RD, NW 384TH, NW 385TH, NW 386TH, NW 387TH, NW 388TH, NW 389TH, NW 390TH, NW 391ST, NW 392ND, NW 393RD, NW 394TH, NW 395TH, NW 396TH, NW 397TH, NW 398TH, NW 399TH, NW 400TH, NW 401ST, NW 402ND, NW 403RD, NW 404TH, NW 405TH, NW 406TH, NW 407TH, NW 408TH, NW 409TH, NW 410TH, NW 411ST, NW 412ND, NW 413RD, NW 414TH, NW 415TH, NW 416TH, NW 417TH, NW 418TH, NW 419TH, NW 420TH, NW 421ST, NW 422ND, NW 423RD, NW 424TH, NW 425TH, NW 426TH, NW 427TH, NW 428TH, NW 429TH, NW 430TH, NW 431ST, NW 432ND, NW 433RD, NW 434TH, NW 435TH, NW 436TH, NW 437TH, NW 438TH, NW 439TH, NW 440TH, NW 441ST, NW 442ND, NW 443RD, NW 444TH, NW 445TH, NW 446TH, NW 447TH, NW 448TH, NW 449TH, NW 450TH, NW 451ST, NW 452ND, NW 453RD, NW 454TH, NW 455TH, NW 456TH, NW 457TH, NW 458TH, NW 459TH, NW 460TH, NW 461ST, NW 462ND, NW 463RD, NW 464TH, NW 465TH, NW 466TH, NW 467TH, NW 468TH, NW 469TH, NW 470TH, NW 471ST, NW 472ND, NW 473RD, NW 474TH, NW 475TH, NW 476TH, NW 477TH, NW 478TH, NW 479TH, NW 480TH, NW 481ST, NW 482ND, NW 483RD, NW 484TH, NW 485TH, NW 486TH, NW 487TH, NW 488TH, NW 489TH, NW 490TH, NW 491ST, NW 492ND, NW 493RD, NW 494TH, NW 495TH, NW 496TH, NW 497TH, NW 498TH, NW 499TH, NW 500TH, NW 501ST, NW 502ND, NW 503RD, NW 504TH, NW 505TH, NW 506TH, NW 507TH, NW 508TH, NW 509TH, NW 510TH, NW 511ST, NW 512ND, NW 513RD, NW 514TH, NW 515TH, NW 516TH, NW 517TH, NW 518TH, NW 519TH, NW 520TH, NW 521ST, NW 522ND, NW 523RD, NW 524TH, NW 525TH, NW 526TH, NW 527TH, NW 528TH, NW 529TH, NW 530TH, NW 531ST, NW 532ND, NW 533RD, NW 534TH, NW 535TH, NW 536TH, NW 537TH, NW 538TH, NW 539TH, NW 540TH, NW 541ST, NW 542ND, NW

*the below graphic for insertion in the codified code.



* * *

ARTICLE 610.- PUBLIC HEARING NOTICES

Sec. 610-20. Table of public notice requirements.

APPLICATION TYPE	REQUIRED PUBLIC HEARINGS	TIMING OF NOTICE (minimum number of days prior to public hearing that notice must be given, unless otherwise specifically provided herein)	NEWSPAPER NOTICE FORMAT (see section 610-30 for requirements)	MAIL NOTICE RADIUS	SIGN POSTING REQUIRED?	Posting at City Hall and on City Website
Administrative Appeal	City Commission	14 days	Standard Ad	Within 1,000 feet	No	10 <u>5</u> days
Administrative variance	None	14 days prior to administrative action	Not Required	Within 1,000 feet	No	10 <u>5</u> days
Code amendments to Part 1 (Use Regulations)	Planning and Zoning Board*	14 days	Standard Ad	Not Required	No	10 <u>5</u> days
	City Commission (first reading)	14 days	Large Ad	Not Required	No	10 <u>5</u> days
	City Commission (second reading)	14 days	Large Ad	Not Required	No	10 <u>5</u> days
Code amendments to other than Part 1	Planning and Zoning Board*	Not Required	Not Required	Not Required	No	10 <u>5</u> days
	City Commission (first reading)	Not Required	Not Required	Not Required	No	10 <u>5</u> days
	City Commission (second reading)	14 days	Standard Ad	Not Required	No	10 <u>5</u> days

Comprehensive Plan text amendments, other	Planning and Zoning Board *	14 days	Standard Ad	Not Required	No	10 <u>5</u> days
	City Commission (first reading)	14 days	Standard Ad	Not Required	No	10 <u>5</u> days
	City Commission (second reading)	14 days	Standard Ad	Not Required	No	10 <u>5</u> days
Land use map amendment (small scale per F.S. § 163.3187(1)(c))	Planning and Zoning Board*	14 days	Standard Ad	Within 1,000 feet	Yes	10 <u>5</u> days
	City Commission (first reading)	Not Required	Not Required	Not Required	No	10 <u>5</u> days
	City Commission (second reading adoption)	14 days	Standard Ad	Within 1,000 feet	Yes	10 <u>5</u> days
Land use map amendment, other or change to list of permitted uses in land use category	Planning and Zoning Board*	14 days	Large Ad	Within 1,000 feet for map amendments	Yes, for map amendments **	10 <u>5</u> days
	City Commission (first reading)	14 days	Large Ad	Within 1,000 feet for map amendments	Yes, for map amendments **	10 <u>5</u> days
	City Commission (second reading)	14 days	Large Ad	Within 1,000 feet for map amendments	Yes, for map amendments **	10 <u>5</u> days
Plat	City Commission	14 days	Standard Ad	Within 1,000 feet	Yes	10 <u>5</u> days
Site Plan	Director of	Within 5 days	Not Required	Within	Yes	None

Review, Small-Scale	Community Development review only (no public hearing)	following administrative action		1,000 feet		
	Planning & Zoning Board	14 days	Standard Ad	Within 1,000 feet	Yes	10 <u>5</u> days
Site Plan Review, Large-Scale	City Commission	14 days	Standard Ad	Within 1,000 feet	Yes	10 <u>5</u> days
Special Exception	Planning & Zoning Board ⁽¹⁾	14 days ⁽²⁾	Standard Ad	Within 1,000 feet ⁽²⁾	Yes ⁽²⁾	10 <u>5</u> days ⁽²⁾
	City Commission	14 days	Standard Ad	Within 1,000 feet	Yes	10 <u>5</u> days
Rezoning initiated by the City for fewer than 10 contiguous acres	Planning and Zoning Board*	14 days	Standard Ad	Within 1,000 feet	Yes	10 <u>5</u> days
	City Commission (first reading)	14 days	Not Required	Within 1,000 feet	Yes	10 <u>5</u> days
	City Commission (second reading)	14 days for Ad 30 days for mail notice	Standard Ad	Within 1,000 feet	Yes	10 <u>5</u> days
Rezoning initiated by the City for 10 or more contiguous acres	Planning and Zoning Board*	14 days	Standard Ad	Within 1,000 feet	Yes**	10 <u>5</u> days
	City Commission (first reading)	14 days	Large Ad	Within 1,000 feet	Yes**	10 <u>5</u> days
	City Commission (second reading)	14 days	Large Ad	Within 1,000 feet	Yes**	10 <u>5</u> days
Rezoning initiated by the	Planning and Zoning	14 days	Standard Ad	Within 1,000 feet	Yes	10 <u>5</u> days

property owner	Board*					
	City Commission (first reading)	14 days	Standard Ad	Within 1,000 feet	Yes	10 <u>5</u> days
	City Commission (second reading)	14 days	Standard Ad	Within 1,000 feet	Yes	10 <u>5</u> days
Temporary use	City Commission	14 days	Standard Ad	Not Required	No	10 <u>5</u> days
Vacation of right-of-way	Planning and Zoning Board	14 days	Standard Ad	Properties fronting the street segment proposed for vacation	Yes	10 <u>5</u> days
	City Commission	14 days	Standard Ad	Properties fronting the street segment proposed for vacation	Yes	10 <u>5</u> days
Variance	Planning & Zoning Board ⁽¹⁾	14 days ⁽²⁾	Standard Ad ⁽²⁾	Within 1,000 feet ⁽²⁾	Yes ⁽²⁾	10 <u>5</u> days ⁽²⁾
	City Commission	14 days	Standard Ad	Within 1,000 feet	Yes	10 <u>5</u> days
Waiver of distance separation for establishments serving liquor pursuant to sec. 110-50(E)	Planning and Zoning Board	14 days	Standard Ad	Within 1,000 feet	Yes	10 <u>5</u> days
	City Commission	10 days	Standard Ad	Within 1,000 feet	Yes	10 <u>5</u> days

* * *

ARTICLE 620.- ADMINISTRATIVE VARIANCES

* * *

Sec. 620-40. List of authorized administrative variances.

- (A) The community development director is authorized to approve the following variances for single-family homes (and as to two-family homes existing as of the date of adoption of this article, the provisions of subparagraph (A)(1) and (A)(8) below shall also apply), without review by the planning and zoning board and the city commission:
- (1) Reduce required yards for a single-family home by a maximum of ten (10) percent, not to exceed a maximum of a two (2) foot variance.
 - (2) Reduce of the required pervious area for a single family home by a maximum of five (5) ~~ten (10)~~ percent.

* * *

ARTICLE 675.- TEMPORARY USE AND SPECIAL EVENT PERMITS

* * *

Sec. 675-20. Temporary uses authorized.

- (A) All temporary uses or special events must be located on developed property with an active business tax receipt issued by the City, or upon City property as authorized in accordance with this article, and must meet one of the following criteria:
- (1) The temporary use or special event must benefit a business currently licensed and occupying a permanent place of business in the City; or
 - (2) The temporary use or special event must benefit a not-for-profit entity or charitable organization; or
 - (3) The temporary use or special event must be organized and operated solely for charitable purposes; or
 - (4) The temporary use or special event must be a private gathering.
- This section does not to apply to local shows or amusements held in theaters, auditoriums or permanent buildings designed and permitted for assembly uses.
- City sponsored events ~~and any single day event associated with a place of worship located within the City~~ are exempt from this requirement.
- (B) The following temporary uses and special events shall be approved by the City Commission after staff review and recommendation, as provided in this subsection:
- (1) Events with more than five hundred (500) persons in attendance, ~~as estimated by the parks and recreation director;~~
 - (2) Consecutive multi-day events; or

The City Commission may, in its initial resolution approving a temporary use, authorize the subsequent administrative approval by the City Manager or designee of a future event or use that recurs on a regular basis (e.g., approved events or uses recurring annually, or approved events or uses recurring seasonally but no more than four (4) times per calendar year) at specific locations except as provided in section 675-20(F) and section 675-20(G). Recurring events subject to administrative approval shall be consistent with all terms and conditions provided in the original resolution providing for temporary use approval.

* * *

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 December 14, 2021.

PASSED AND ADOPTED on second reading on January 11, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☒ Other: TEXT AMENDMENT

Date Rec'd: 9/15/2021

Petition No.: TX-080-21

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESARRY 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: n/a

Folio Number(s): Legal Description:

Applicant/Consultant/Legal Representative (circle one) City of Dania Beach

Address of Applicant: 100 W. Dania Beach Boulevard, Dania Beach, FL 33004

Business Telephone: 954-924-6805 Home: Fax:

E-mail address: rlorber@daniabeachfl.gov

Name of Property Owner: n/a

Address of Property Owner: n/a

Business Telephone: Home: Fax:

Explanation of Request: Text Amendment - various items for clarification, etc.

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? n/a

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize _____ (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

Eleanor Norena
By: _____
(Owner / Agent signature*)

Digitally signed by Eleanor Norena
DN: cn=Eleanor Norena, o=City of Dania Beach,
ou=Community Development,
email=enorena@daniabeachfl.gov, c=US
Date: 2021.11.08 12:01:40 -05'00'

BEFORE ME THIS _____ DAY OF _____, 20_____

By:

(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary _____

(Signature of Notary Public – State of _____)

Personally known _____ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AUTHORIZING BY VOLUNTARY PETITION THE ANNEXATION OF LAND (22,425 SQUARE FEET, LOCATED BETWEEN ANGLERS AVENUE ALSO KNOWN AS RAVENSWOOD ROAD AND SW 22ND AVENUE, SW 42ND STREET, AND SW 39TH STREET), WHICH REAL PROPERTY IS OWNED BY SMS OF SOUTH FLORIDA, INC., A FLORIDA CORPORATION, INTO THE CORPORATE LIMITS OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES, AND PROVIDING A LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION OF NOTICE; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo- Voluntary Annexation for January 11, 2022 CC Meeting(12-22-21), O-2022-005 SMS of South Florida, Inc. (Franmar) Petition for Voluntary Annexation (CD-061-21), O-2022-005 SMS of South Florida, Inc. (Franmar) Petition for Voluntary Annexation (CD-061-21) Attachment A, O-2022-005 SMS of South Florida, Inc. (Franmar) Petition for Voluntary Annexation (CD-061-21) Attachment B, O-2022-005 SMS of South Florida, Inc. (Franmar) Petition for Voluntary Annexation (CD-061-21) Attachment C, Proof of Publication, 7107489 Affidavit



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: January 11, 2022

TO: City Commission

FROM: Eve A. Boutsis, City Attorney **Eve A. Boutsis**

SUBJECT: An Ordinance Relating to Annexation of Unincorporated County Land;
Academy Bus Owner – **SECOND READING**

Digitally signed by Eve A. Boutsis
DN: cn=Eve A. Boutsis, o=City of Dania Beach, ou=Legal
Department, email=eaboutsis@daniebeachfl.gov, c=US
Date: 2021.12.22 10:37:59 -05'00'

The Request:

The Applicant, SMS of South Florida, Inc., a Florida corporation, which operates the Academy Bus business locally, seeks to have the City annex (incorporate into the corporate limits of the City of Dania Beach) a parcel which consists of 22,425 square feet, located between Anglers Avenue (Ravenswood Road) and SW 22nd Avenue, SW 42nd Street, and SW 39th Street), lying in unincorporated Broward County.

Map of Area to be Annexed (in red outline):



Procedural Requirements:

Annexation of property by a municipality can be conducted pursuant to Florida Statute Section 171.044, when the property is in an unincorporated area, is contiguous to the municipality and is reasonably compact. These conditions exist with the application of SMS of South Florida, Inc.'s ("SMS") property. In compliance with state law, SMS filed a petition application requesting that the property be annexed into the City of Dania Beach. The City has verified that all the appropriate signatures are contained in the application, signed by all the property owners in the affected area. Additionally, the City has prepared the voluntary annexation ordinance, which upon adoption would redefine the boundary lines of the City to include the applicant's property. The City, in compliance with state law, published notice of the proposed annexation once a week for two consecutive weeks in a newspaper of general circulation and provided 10 days' prior notice to the Broward County Commission, via certified mail.

Under FS 171.043, when the City Commission is considering the proposed annexation, there must be a finding as to the character of the area to be annexed: the property must be contiguous to the municipality's boundaries, is reasonably compact and not part of an area included within the boundaries of another incorporated area; part or all of the area to be annexed must be developed for urban purposes.

The City is unaware of any property owners within the annexation area that are objecting. Were there a property owner(s) objecting to the annexation, then other procedures must be adhered to before the property can be annexed. However, as there are no objecting property owners, and as this application is for voluntary annexation falling under Florida Statutes Section 171.043, for real property in an unincorporated area of the county contiguous to a municipality, the requirements of Florida Statute Section 171.42, setting forth the circumstances for a referendum, are not met and no referendum is required. Moreover, pursuant to Florida Statute Section 116.031(3), the City Commission may by ordinance and without referendum, redefine City boundaries to include annexed land.

Once the ordinance is adopted, it will be filed with the clerk of the circuit court and the chief administrative officer of the county and with the Department of State within seven days after the adoption of the ordinance. The ordinance will be accompanied with the required form entitled "Economic Impact Statement." The ordinance is sent to the Broward County Delegation to hold a public hearing, if no objection, the matter becomes law on September 15, 2022.

Budgetary Impact

There would be a positive budgetary impact from the adoption of this ordinance. The Applicant, upon adoption of the annexation ordinance will subsequently be seeking to rezone the land, and to expand its bus service business, providing a greater tax base to the City.

Recommendation

It is proposed that the City Commission adopt the Ordinance approving the voluntary annexation petition.

EAB/la

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, Deputy City Manager
Eleanor Norena, Director, Community Development Department

ORDINANCE NO. 2022-005

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING BY VOLUNTARY PETITION THE ANNEXATION OF LAND (22,425 SQUARE FEET, LOCATED BETWEEN ANGLERS AVENUE ALSO KNOWN AS RAVENSWOOD ROAD AND SW 22ND AVENUE, SW 42ND STREET, AND SW 39TH STREET), WHICH REAL PROPERTY IS OWNED BY SMS OF SOUTH FLORIDA, INC., A FLORIDA CORPORATION, INTO THE CORPORATE LIMITS OF THE CITY OF DANIA BEACH, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES, AND PROVIDING A LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION OF NOTICE; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, per Section 171.044, Florida Statutes, an application for a voluntary annexation of a parcel of land presently located within unincorporated Broward County (22,425 square feet, located between Anglers Avenue also known as Ravenswood Road and SW 22nd Avenue, SW 42nd Street, and SW 39th Street) has been filed with the City of Dania Beach (See Attachment “A”) by the Applicant/Owner, SMS of South Florida, Inc., A Florida Corporation; and

WHEREAS, the City has determined that all owners of the subject property have executed the petition for voluntary annexation (See Attachment “B”); and

WHEREAS, the City has determined that the subject property is contiguous to the City of Dania Beach, is reasonably compact, and that its annexation would not create an enclave; and

WHEREAS, the City has determined that it is able to provide certain essential services, such as police and fire protection, for the subject property (See Attachment “C”); and

WHEREAS, the City has determined that the application is in compliance with the pertinent annexation requirements of Chapter 171, Florida Statutes; and

WHEREAS, the affected property owner and governmental jurisdictions have been notified according to the laws of annexation;

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

Section 1. The City Commission of the City of Dania Beach, Florida, annexes pursuant to a voluntary annexation petition a parcel of land legally described below, a map of which is shown on Attachment “A”, incorporated into this Ordinance.

LEGAL DESCRIPTION OF TRACT TO BE ANNEXED

2161 WW 42ND Street and 2181 SW 42 Street, Dania Beach, and SW 22nd Avenue, Unincorporated Broward, Florida 33312

Issuing Office File Number; Lehmkuhl D, in Plat Book 30, Page 31, of the Public Records of Broward County, Florida. Parcel 2 and 3, Lots 6 and 7, Block 1, “Ravenswood Park,” according to the Plat thereof, as recorded in Plat Book 30, Page 31, of the Public Records of Broward County, Florida.

Section 2. The subject parcel to be annexed shall maintain its present Broward County land use and zoning classification until such time as the City amends its Comprehensive Plan and Future Land Use Map to include the annexed territory.

Section 3. Subsequent to the effective date of this annexation, any resident in the area to be annexed by this ordinance into the City of Dania beach, shall be deemed to have met any residency requirements for candidacy for municipal office.

Section 4. Nothing in this ordinance shall be construed to affect or abrogate the rights of parties to any contract, whether the same be between Broward County and a third party or between nongovernmental entities, which contracts are in effect prior to the effective date of the annexation.

Section 5. Within seven (7) days after the adoption of this Ordinance, the City Clerk shall file a certified copy of this Ordinance with the Broward County Clerk of the Court, with the Broward County Administrator, and with the Florida Department of State.

Section 6. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance, are repealed to the extent of such conflict.

Section 7. If any section, clause, or provision 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.

PASSED on first reading on December 14, 2021.

PASSED AND ADOPTED on second reading on January 11, 2022.

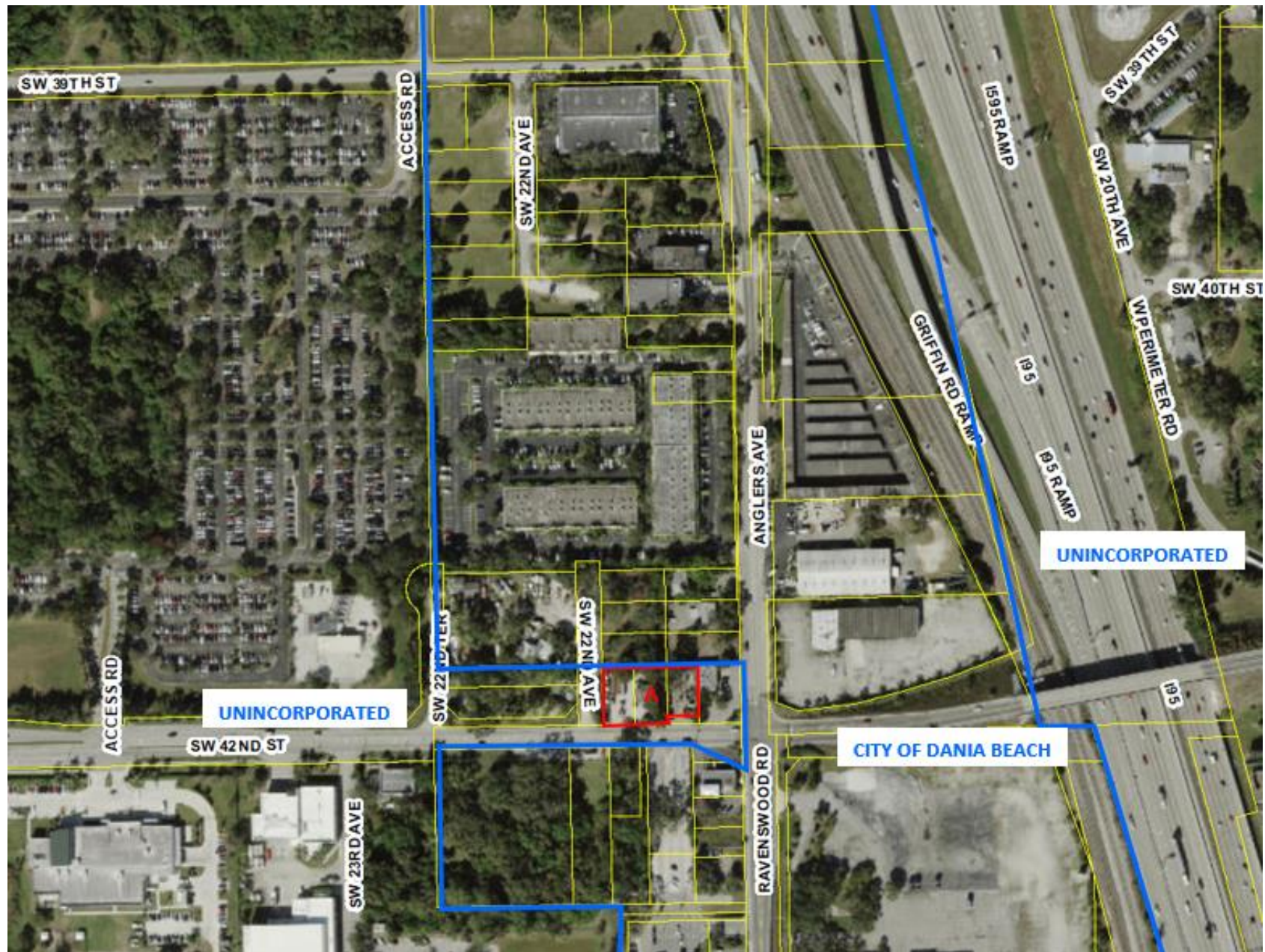
ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



PROPOSE VOLUNTARY ANNEXATION ACADEMY BUS



A – Annexation Area

Prepared by:
Leigh Robinson Kerr & Associates, Inc.
808 E. Las Olas Blvd #104
Fort Lauderdale, FL 33301



July 29, 2021

Ms. Ana Garcia, City Manager
City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach, FL 33004
agarcia@daniabeachfl.gov

Re: Franmar Properties of South Florida, LLC/Annexation of Unincorporated Land to
the City of Dania Beach, Florida.

Dear Ms. Garcia:

Pursuant to our earlier conversations with you and your city staff, we represent Academy Express LLC and Franmar Properties of South Florida, LLC relative to certain properties owned by Franmar Properties of South Florida, LLC ("Owner") in unincorporated Broward County. The Owner is preparing to improve these properties and desires to undertake a petition for voluntary annexation to the City of Dania Beach. Contiguous parcels acquired by the Owner simultaneous with the subject properties are already in the City of Dania Beach and will be going through a rezoning in the near future. Once the subject properties have been annexed the Owner will file an application for their rezoning as well.

We wish to thank you and acknowledge the gracious welcome that you and the City have provided to our clients. We look forward to being corporate citizens of the City of Dania Beach.

We enclose herewith the following documents:

1. Petition for Annexation to the City of Dania Beach, Florida
2. Check in the amount of \$500.00.
3. Standard Development Application

Kindly let me know if the City requires anything further. Thank you again for your assistance.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "George I. Platt". The signature is fluid and cursive, with the first name "George" being more prominent.

George I. Platt

Enclosures (3)

Cc: Tom Ansbro, City Attorney – tansbro@daniabeachfl.gov
Eve Boutsis, Asst. City Attorney – eboutsis@daniabeachfl.gov
Eleanor Norena, Director, Community Dev. - enorena@daniabeachfl.gov
Corinne Lajoie, Principal City Planner – clajoie@daniabeachfl.gov
David Lehmkuhl, VP, Academy Bus – david@academybus.com
Leigh Kerr, Leigh Kerr & Assoc. – lkerr808@bellsouth.net
Josh Freeman, Assoc. LSN Partners – jfreeman@lsnpartners.com
Seth Platt, Senior Assoc. LSN Partners – splatt@lsnpartners.com

PETITION FOR ANNEXATION TO THE
CITY OF DANIA BEACH, FLORIDA

Franmar Properties of South Florida, LLC, a Florida limited liability company hereinafter ("Owner") being the sole owner of the following described real property located within Broward County, Florida, and pursuant to Florida Statutes Section 171.044 hereby consents and agrees to the annexation of such property by the City of Dania Beach, Florida and further requests the City of Dania Beach to forthwith undertake annexation proceedings to annex the said real property described as:

Parcels: 504229080050, 504229080060, 504229080070

Legal Description: See Exhibit "A" ("Unincorporated Property")

Owner is the sole owner of adjoining property within the City of Dania Beach ("Dania Property") and seeks annexation of the Unincorporated Property in order to join them for future development. Annexation will allow for consistent development criteria which we believe will benefit both Owner and the City of Dania Beach. Information from the Broward County Property Appraiser for the Unincorporated Property is attached as Exhibit "A". No part of the Unincorporated Property is included within the boundaries of another municipality.

The names and address of the undersigned representing the sole legal owner of the above described property is as follows:

Owner: Franmar Properties of South Florida, LLC
Mailing Address: 111 Peterson Avenue, Hoboken, NJ 07030

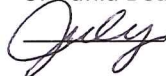
Contact Person: George Platt, Esq.
LSN Partners
1512 E. Broward Blvd. Ste. 101
Ft. Lauderdale, FL 33301
gplatt@lsnpartners.com

X 

David Lehmkuhl
Authorized Agent and Vice President
Franmar Properties of South Florida, LLC

STATE OF NEW JERSEY
COUNTY OF HUDSON

IN WITNESS WHEREOF, the undersigned has duly executed this Petition for Annexation to the City of Dania Beach, Florida of Franmar Properties of South Florida, LLC, as of this 29 day of

 2021.


Notary Public
DONNA SISK BLAKE
NOTARY PUBLIC OF NEW JERSEY
Commission # 50026332
My Commission Expires 10/30/2025



Franmar Properties of South Florida, LLC

111 Paterson Ave
Hoboken NJ 07030
201-420-7000

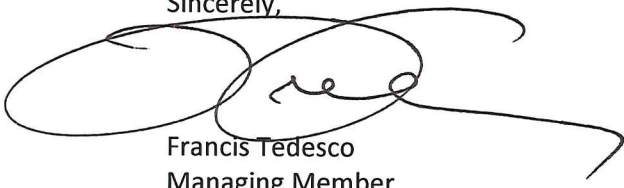
July 27, 2021

RE: Folio Numbers
504228 01 0100 504229 01 0100
504228 01 0030 504229 08 0050
504228 01 0080 504229 08 0060
504228 01 0090 504229 08 0070

To Whom This May Concern,

With this letter, I hereby authorize David Lehmkuhl, to act as our agent for all annexation, permitting and zoning with Broward County, and the City of Dania Beach.

Sincerely,

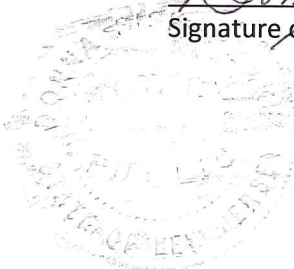

Francis Tedesco
Managing Member
realestate@academybus.com

STATE OF NEW JERSEY
COUNTY OF HUDSON

Sworn and Subscribed before me this 27th day
of July, by Francis Tedesco. He is personally
known to me or has produced identification

Type of ID: Florida Driver's License


Signature of Notary Public


DONNA SISK BLAKE
NOTARY PUBLIC OF NEW JERSEY
Commission # 50026332
My Commission Expires 10/30/2025



DANIA BEACH
SEA IT LIVE IT LOVE IT

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: Annexation Petition

Date Rec'd: _____

Petition No.: _____

SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: West of Ravenswood Road, North of S.W. 42 St., D. Bch.

Lot(s): 5, 6, 7 Block: 1 Subdivision: Ravenswood Park (30-31) 33312

Recorded Plat Name: Ravenswood Park (30-31)

Folio Number(s): 504229080050

504229080060

504229080070

Legal Description: See Attached Survey

Applicant/Consultant/Legal Representative (circle one) George Platt, LSN Partners, LLC

Address of Applicant: 1512 E. Brouard Blvd. Ste 101 Ft. Lauderdale, FL 33301

Business Telephone: 954-522-3588 Home: 954-770-3588 Fax: N/A

E-mail address: gplatt@lsnpartners.com

Name of Property Owner: Franmar Properties of South Florida, LLC

Address of Property Owner: 111 Paterson Avenue Hoboken, NJ 07030

Attn: David Lehmkuhl, V.P.

Business Telephone: 201-420-7000 X 2287 Home: N/A Fax: N/A

Explanation of Request: Annexation Petition

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: +/- 556 Gross Acreage: +/- 556 Prop. Square Footage: 24,235.20

Existing Use: Vacant Proposed Use: Service & Parking of buses

Is property owned individually, by a corporation, association, or a joint venture? LLC

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 George Platt / LSN Partners, LLC (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~~ NEW JERSEY
COUNTY OF ~~DADE~~ HUDSON
The foregoing instrument
was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 27th DAY OF July 2021

By:

Francis Tedesco
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of NJ)

DONNA SISK BLAKE
NOTARY PUBLIC OF NEW JERSEY
Commission # 50028332
My Commission Expires 10/30/2025

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.***



Site Address	2181 SW 42 STREET, UNINCORPORATED FL 33312	ID #	5042 29 08 0050
Property Owner	FRANMAR PROPERTIES OF SOUTH FLORIDA LLC	Millage	0013
Mailing Address	111 PATERSON AVE HOBOKEN NJ 07030	Use	48
Abbr Legal Description	RAVENSWOOD PARK 30-31 B LOT 5 BLK 1,LESS S 15 FOR RD R/W		

The just values displayed below were set in compliance with **Sec. 193.011, Fla. Stat.**, and include a reduction for costs of sale and other adjustments required by **Sec. 193.011(8)**.

* 2021 values are considered "working values" and are subject to change.

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2021*	\$160,390	\$199,620	\$360,010	\$360,010	
2020	\$61,430	\$82,240	\$143,670	\$143,670	\$2,638.07
2019	\$61,430	\$82,240	\$143,670	\$143,670	\$2,674.29

2021* Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$360,010	\$360,010	\$360,010	\$360,010
Portability	0	0	0	0
Assessed/SOH	\$360,010	\$360,010	\$360,010	\$360,010
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$360,010	\$360,010	\$360,010	\$360,010

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
10/27/2020	WD*-E	\$865,000	116837645	\$23.50	6,825	SF
1/25/2005	WD	\$120,000	38953 / 1492			
10/25/2001	WD	\$70,000	32294 / 1658			
5/28/1998	WD	\$75,000	28367 / 187			
3/1/1987	WD	\$13,500	14217 / 521	Adj. Bldg. S.F. (Card, Sketch)		1200
				Units		1
				Eff./Act. Year Built: 2011/2010		

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
01								
W								
1200								



Site Address	2161 SW 42 STREET, UNINCORPORATED FL 33312	ID #	5042 29 08 0060
Property Owner	FRANMAR PROPERTIES OF SOUTH FLORIDA LLC	Millage	0013
Mailing Address	111 PATERSON AVE HOBOKEN NJ 07030	Use	01
Abbr Legal Description	RAVENSWOOD PARK 30-31 B LOT 6 BLK 1		

The just values displayed below were set in compliance with **Sec. 193.011**, Fla. Stat., and include a reduction for costs of sale and other adjustments required by **Sec. 193.011(8)**.

* 2021 values are considered "working values" and are subject to change.

Property Assessment Values						
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax	
2021*	\$186,120	\$57,670	\$243,790	\$243,790		
2020	\$71,280	\$51,560	\$122,840	\$122,840	\$2,695.56	
2019	\$71,280	\$46,900	\$118,180	\$118,180	\$2,621.34	
2021* Exemptions and Taxable Values by Taxing Authority						
	County	School Board	Municipal	Independent		
Just Value	\$243,790	\$243,790	\$243,790	\$243,790		
Portability	0	0	0	0		
Assessed/SOH	\$243,790	\$243,790	\$243,790	\$243,790		
Homestead	0	0	0	0		
Add. Homestead	0	0	0	0		
Wid/Vet/Dis	0	0	0	0		
Senior	0	0	0	0		
Exempt Type	0	0	0	0		
Taxable	\$243,790	\$243,790	\$243,790	\$243,790		
Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
10/27/2020	WD*-E	\$865,000	116837645	\$23.50	7,920	SF
5/26/2016	PR*-D	\$200,000	113738320			
11/21/2001	WD*	\$50,000	32444 / 1424			
5/1/1988	WD	\$50,000	15407 / 129			
				Adj. Bldg. S.F. (Card, Sketch)		1135
				Units		1
				Eff./Act. Year Built: 1965/1954		

* Denotes Multi-Parcel Sale (See Deed)

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
01	6							
R	1							
1								



Site Address	SW 22 AVENUE, UNINCORPORATED FL 33312	ID #	5042 29 08 0070
Property Owner	FRANMAR PROPERTIES OF SOUTH FLORIDA LLC	Millage	0013
Mailing Address	111 PATERSON AVE HOBOKEN NJ 07030	Use	00
Abbr Legal Description	RAVENSWOOD PARK 30-31 B LOT 7 BLK 1		

The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

* 2021 values are considered "working values" and are subject to change.

Property Assessment Values						
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax	
2021*	\$180,480		\$180,480	\$180,480		
2020	\$61,440		\$61,440	\$61,440	\$1,118.15	
2019	\$61,440		\$61,440	\$61,440	\$1,133.66	
2021* Exemptions and Taxable Values by Taxing Authority						
	County	School Board	Municipal	Independent		
Just Value	\$180,480	\$180,480	\$180,480	\$180,480		
Portability	0	0	0	0		
Assessed/SOH	\$180,480	\$180,480	\$180,480	\$180,480		
Homestead	0	0	0	0		
Add. Homestead	0	0	0	0		
Wid/Vet/Dis	0	0	0	0		
Senior	0	0	0	0		
Exempt Type	0	0	0	0		
Taxable	\$180,480	\$180,480	\$180,480	\$180,480		
Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
10/27/2020	WD*-E	\$865,000	116837645	\$23.50	7,680	SF
5/26/2016	PR*-D	\$200,000	113738320			
11/21/2001	WD*	\$50,000	32444 / 1424			
2/1/1989	WD	\$30,000	16249 / 822			
				Adj. Bldg. S.F.		

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments					

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
01								
L								
1								

FRANMAR PROPERTIES LTD, LP
111 PATERSON AVENUE
HOBOKEN, NJ 07030



55-2-212
Wells Fargo, N.A.
wellsfargo.com
11274

PAY Five Hundred and 00/100*****

TO THE ORDER OF:

CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH, FL 33004

07/27/2021

AMOUNT
\$500.00

FRANMAR PROPERTIES LTD, LP
VOID AFTER 180 DAYS

⑈00011274⑈ ⑆021200025⑆ 2000018117908⑈

FRANMAR PROPERTIES LTD, LP • Hoboken, NJ 07030

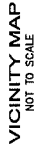
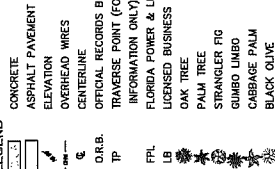
REMITTANCE ADVICE

Vendor No:	CIT02	Name:	CITY OF DANIA BEACH	11274	
Invoice	Inv Date	Ref	Inv Amt	Disc+Adj	Amt Paid
07/27	07/27/2021	-ANNEXATION PETITION FEE	500.00	0.00	500.00

Check Date 07/27/2021

Total

500.00



NOTES:

- [illegible]

CERTIFICATION:
I HEREBY CERTIFY: THAT THIS SKETCH OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH
BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES ("DOACS") CHAPTER 5J-17
FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

John F. Pulice, PSM

JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
DEATH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
STATE OF FLORIDA

NO.	REVISIONS	BY
5		
4		
3		
2		
1		

RAVENSWOOD SITE
RAVENSWOOD ROAD & SW 22nd AVENUE
DANIA BEACH, BROWARD COUNTY,
FLORIDA 33312

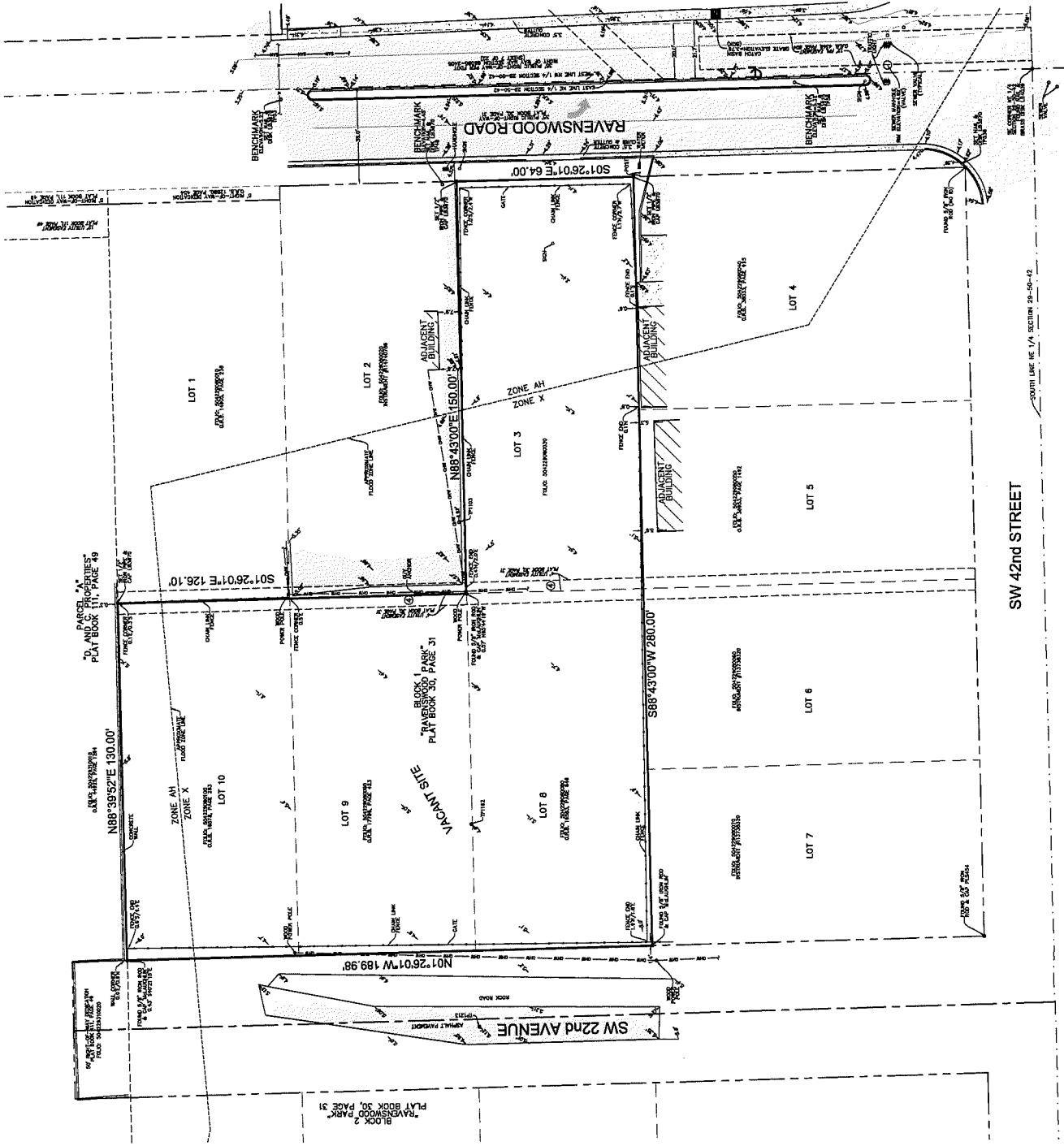
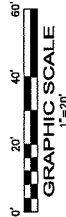
BOUNDARY AND TOPOGRAPHIC SURVEY



PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
WEBSITE: www.pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: L.S.	SCALE: 1" = 20'	FILE: LANGAN ENGINEERING & ENVIRONMENTAL
CHECKED BY: J.F.P.	SURVEY DATE: 10/12/18	ORDER NO.: 65208



COPYRIGHT 2018 BY PULICE LAND SURVEYORS, INC.
ALL RIGHTS RESERVED. NO PART OF THIS SURVEY
MAY BE REPRODUCED, IN ANY FORM OR BY ANY
MEANS, WITHOUT PERMISSION IN WRITING FROM AN
OFFICER OF PULICE LAND SURVEYORS, INC.



CERTIFY TO:

1. PARADY & ZIKAS, P.A.
2. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
3. DAVID W. LEHMKUHL OR ASSIGNEE

LOT 8, BLOCK 1, LESS THE SOUTH 15 FEET, RAVENSWOOD PARK, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 30, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCELS 2 AND 3

LOTS 6 AND 7, BLOCK 1, "RAVENSWOOD PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT 30, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

ENCROACHMENT NOTES:

- 1) 5' NORTH PROPERTY LINE CROSSING OVER INTO 5' FOOT UTILITY EASEMENT ALONG THE NORTHERLY PORTION OF THE SUBJECT PROPERTY.
- 2) 7' FOOT CHAIN LINK FENCE CROSSING OVER INTO 5' FOOT UTILITY EASEMENT.
- 3) 7' FOOT CHAIN LINK FENCE CROSSING OVER THE EASTERLY PROPERTY LINE.
- 4) 7' FOOT CHAIN LINK FENCE CROSSING OVER THE SOUTHERLY PROPERTY LINE.
- 5) 7' FOOT CHAIN LINK FENCE CROSSING OVER THE WESTERLY PROPERTY LINE.
- 6) 7' FOOT CHAIN LINK FENCE CROSSING OVER THE CONCRETE SIDEWALK THROUGH INTO 5' FOOT UTILITY EASEMENT IN THE MIDDLE OF THE SUBJECT PROPERTY.

[illegible]

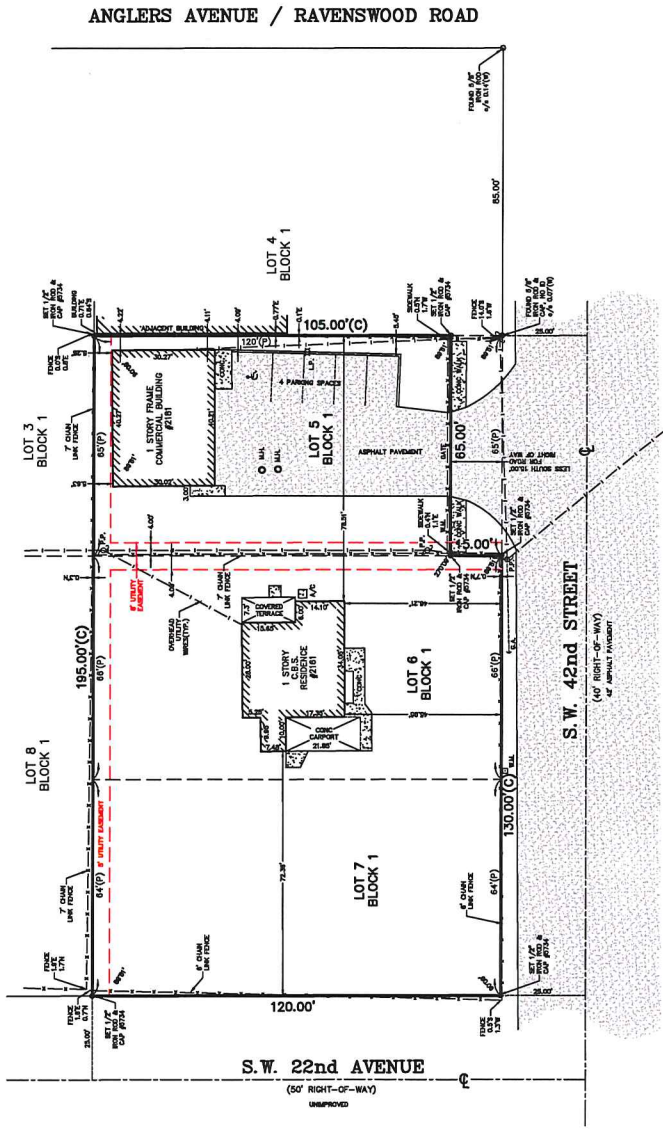
THIS IS TO CERTIFY THAT I HAVE RECENTLY SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE CAPTION AND HAVE SET OR FOUND MONUMENTS AS INDICATED ON THIS SKETCH AND THAT SAID ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE UNDER RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS.



JASON H. PINNELL
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 5734 - STATE OF FLORIDA

[illegible]

PROJECT NAME:

**ANGLERS AVENUE / RAVENSWOOD ROAD**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	5
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	---

HOUSE OF REPRESENTATIVES
LOCAL BILL ECONOMIC IMPACT STATEMENT FORM

****Read all instructions carefully.****

The House local bill policy prohibits a local bill from being considered by a committee or a subcommittee without an Economic Impact Statement. This form must be prepared by an individual who is qualified to establish fiscal data and impacts and has personal knowledge of the information given (for example, a chief financial officer of a local government) and include information for the first two full fiscal years after the effective date of the local bill. Please file this completed form with the Clerk of the House as soon as possible after a local bill is filed. Additional pages may be attached as necessary.

BILL #:

SPONSOR(S): Representative Evan Jenne

RELATING TO: City of Dania Beach

[Indicate area affected (city, county, or special district) and subject]

☐ Check if this is a revised Economic Impact Statement

I. REVENUES:

These figures are new revenues in the first two full fiscal years after the effective date of the bill that would not otherwise exist but for the passage of the bill. The term "revenue" contemplates, but is not limited to, taxes, fees, and special assessments. For example, license plate fees may be a revenue source. If the bill will add or remove property or individuals from the tax base, include this information as well.

	<u>First FY</u>	<u>Second FY</u>
Revenue decrease due to bill:	\$ 0	\$ 0
Revenue increase due to bill:	\$ 0	\$ 0

II. COST:

Include all costs, both direct and indirect, including start-up costs, in the first two full fiscal years after the effective date of the bill. If the bill repeals the existence of a certain entity, state the related costs, such as satisfying liabilities and distributing assets.

Expenditures for implementation, administration, and enforcement:

<u>First FY</u>	<u>Second FY</u>
\$ 0	\$ 0

Please include explanations and calculations regarding how each dollar figure was determined in reaching total cost.

N/A

III. FUNDING SOURCE(S):

State the specific sources from which funding will be received, for example, license plate fees, state funds, borrowed funds, or special assessments. If certain funding changes are anticipated to occur beyond the first two full fiscal years after the effective date of the bill, explain the change and at what rate taxes, fees, or assessments will be collected in those years.

	<u>First FY</u>	<u>Second FY</u>
Local:	\$ <u>0</u>	\$ <u>0</u>
State:	\$ <u>0</u>	\$ <u>0</u>
Federal:	\$ <u>0</u>	\$ <u>0</u>

IV. ECONOMIC IMPACT:

Potential advantages:

Include all possible outcomes linked to the bill, such as increased efficiencies, and positive or negative changes to tax revenue. If an act is being repealed or an entity dissolved, include the increased or decreased efficiencies caused thereby. Include specific figures for anticipated job growth.

1. Advantages to individuals:

2. Advantages to businesses:

Provides for rezoning of a property that

will allow the property owner to expand

their business.

3. Advantages to government:

Increase to the tax base of the City of

Dania Beach.

Potential disadvantages:

Include all possible outcomes linked to the bill, such as inefficiencies, shortages, or market changes anticipated. Include reduced business opportunities, such as reduced access to capital or training, and state any decreases in tax revenue as a result of the bill.

1. Disadvantages to Individuals: _____

2. Disadvantages to Businesses: _____

3. Disadvantages to Government: _____

V. DESCRIBE THE POTENTIAL IMPACT OF THE BILL ON PRESENT GOVERNMENTAL SERVICES:

N/A

VI. SPECIFIC DATA USED IN REACHING ESTIMATES:

Include the type(s) and source(s) of data used, percentages, dollar figures, all assumptions made, history of the industry/issue affected by the bill, and any audits.

N/A

VII. CERTIFICATION BY PREPARER

I hereby certify I am qualified to establish fiscal data and impacts and have personal knowledge of the information given. I have reviewed all available financial information applicable to the substance of the above-stated local bill and confirm the foregoing Economic Impact Statement is a true and accurate estimate of the economic impact of the bill.

PREPARED BY:



Frank DiPaolo
cn=Frank DiPaolo, o=City of Dania Beach, ou=Finance
Department, email=fdipaolo@daniabeachfl.gov, c=US
2021.11.29 08:38:16 -05'00'

[Must be signed by preparer]

Print preparer's name:

Frank DiPaolo

November 4, 2021

Date

TITLE (such as Executive Director, Actuary, Chief Accountant, or Budget Director):

Finance Director

REPRESENTING:

City of Dania Beach

PHONE:

954-924-6800 x3609

E-MAIL ADDRESS:

fdipaolo@daniabeachfl.gov

NOTICE OF PUBLIC HEARING

CITY OF DANIA BEACH, FLORIDA

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, January 11, 2022
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: Please call a week ahead at 954-924-6805 Ext.3792 to confirm meeting location:
IF VIRTUAL: 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.
IF IN PERSON: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004
SUBJECT: **CD-061-21:** Public Hearing will be held relative to the Ordinance below regarding the voluntary annexation of lands located in unincorporated Broward County and owned by SMS of South Florida, Inc. into the municipal boundaries of the City of Dania Beach, Florida (Second Reading).

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING BY VOLUNTARY PETITION (22,425 SQUARE FEET, LOCATED BETWEEN ANGLERS AVENUE AND SW 22ND AVENUE, SW 42ND STREET, AND SW 39TH STREET), WHICH REAL PROPERTY IS OWNED BY SMS OF SOUTH FLORIDA, INC., A FLORIDA CORPORATION, INTO THE CORPORATE LIMITS OF THE CITY OF DANIA BEACH, FLORIDA; PURSUANT TO SECTION 171.044, FLORIDA STATUTES, PROVIDING A LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION OF NOTICE; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

This ordinance in its entirety, including the legal description by metes and bounds may be inspected at the office of the City Clerk during regular working hours. Any and all interested parties may appear at the hearing and be heard with respect to the proposed ordinance.

Any person who decides to appeal any decision of the Governing Board with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to provide that a verbatim record of the proceeding is made, which record includes testimony and evidence upon which the appeal is to be based. (Section 286.0105 Florida Statutes).

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the City of Dania Beach, City Clerk's Office, 100 W. Dania Beach Blvd., Dania Beach, FL 33004, (954) 924-6800 at least two (2) days before the meeting.

Property Subject of Upcoming Hearing



Application Information

Application Site: West of Ravenswood Road, North of SW 42 st

Request: Voluntary annexation of lands located in unincorporated Broward County and owned by SMS of South Florida, Inc. into the municipal boundaries of the City of Dania Beach, Florida.

Applicant: George Platt, LSN Partners, LLC on behalf of property owner SMS of South Florida, Inc.

Hearing Date & Time: January 11, 2022 at 7:00 PM

Hearing Location: Please call a week ahead at 954-924-6805 Ext. 3792 to confirm meeting location:

If Virtual: 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.

If in person: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd.

Contact Information: Corinne Lajoie, Assistant Director, 954-924-6805 Ext 3704

SUN-SENTINEL

Sold To:

City of Dania Beach- City Clerk's Office - CU00117511
100 W. Dania Beach Blvd
Dania Beach, FL 33004-3699

Bill To:

City of Dania Beach- City Clerk's Office - CU00117511
100 W. Dania Beach Blvd
Dania Beach, FL 33004-3699

Published Daily

**Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida**

**State Of Florida
County Of Orange**

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of ,
Was published in said newspaper by print in the issues of, or by publication on the
newspaper's website, if authorized on Dec 20, 2021

Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.

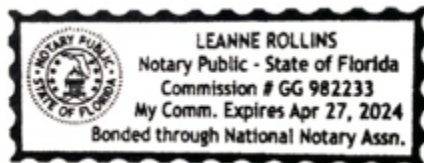


Signature of Affiant

Sworn to and subscribed before me this: January 03, 2022.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method:

Affidavit Email Address:

7107489

SUN-SENTINEL



Order # - 7107489

DISNEY DECOR

‘Detail, detail, detail’

By Dewayne Bevil
Orlando Sentinel

If you put up more than 600 Christmas trees, you need truckloads of ornaments ... and a plan. Just ask the holiday services department of Walt Disney World.

The team coordinates the seasonal looks for four theme parks, resort hotels, Disney Springs and the ships of the Disney Cruise Line.

Aside from festive designs, there are factors such as UV protection, color schemes, lighting, weather issues, refurbishment, storage, nostalgia and — new this year — nods to Disney World’s 50th anniversary.

“We don’t compromise detail. ... People will come up and they will zoom up on anything and take a picture. So, detail, detail, detail,” said Ed Miles, a Disney World planner, during a tour of the 55,000-square-foot holiday services building near Magic Kingdom. “It does not matter if it’s up on the tower, it still has the detail of what’s downstairs,” said Miles, who oversees development of the décor, theming and buying.

One of the purposes of the holiday services building is as a staging and planning area. It holds rows and rows of ornaments, stacked in containers. There are scads of the traditional balls, sorted by colors, sizes and finishes so that all variations can be located easily.

“We go from red to green. And we go all the way down to coppers and pinks,” said Miles, pointing to the far end of the color-coordinated warehouse. The shelves are stacked nearly to the warehouse’s ceiling with assorted ribbons, artificial greenery, florals (“from tropical to desert,” he said) and other props. Other warehouses, including one that’s 75,000 square feet, house Disney’s Christmas fare in the offseason.

The process starts with plans from Walt Disney Imagineering, Miles said, and they work about two years ahead of schedule.

“They give us an idea of what we’re looking for ... and then we go around and we see what we can find that matches” in the stash of décor, Miles said. The team assembles a sample look for the project —



Ed Miles stands amid the bins of ornaments inside Walt Disney World’s holiday services building behind the Magic Kingdom. The massive complex contains more than 45,000 decorations for all occasions used at all four theme parks, hotels and aboard Disney Cruise Line. **JOE BURBANK/ORLANDO SENTINEL**

particular, for instance, to an area of a theme park or a resort — that is reviewed and tweaked by WDI, if necessary.

Each location gets its own vibe and precise color scheme. The bright reds seen at Hollywood Studios aren’t the same as the deep, rich reds found at Disney Springs.

“That gives individuality to each area,” Miles said.

This year, there are references to Disney World’s 50th-anniversary celebration within the décor. Gertie, the dinosaur figure in the Studios’ Echo Lake, has a red ornament dangling from her mouth and it sports the official 5-0 logo in gold. Other touches are more subtle, with each theme park getting an anniversary color scheme ironed

out by Imagineering.

“That blue garland on the tree over at Epcot? That’s for the 50th,” Miles said.

For Magic Kingdom’s centerpiece tree, shiny gold striping was added to the traditional peppermint-stick ornaments, another nod to the 50th. The red cars that go with that tree were painted gold for the occasion.

But Disney kept its oversized popcorn strings in place there.

“There’s certain things on some of the trees you don’t want to take off. They’re iconic. People look for these year after year,” Miles said. Disney doesn’t dramatically change the look of its “icon trees,” he said, because many visitors want to re-create photographs

from year to year, generation to generation.

“We understand that. We embrace that,” Miles said.

The changes can appeal to parkgoers, said Denise Preskitt, owner of MouseSteps.com, which follows Orlando’s theme parks.

“You have a lot of repeat visitors, like Disney Vacation Club numbers and locals, who I think appreciate that you go and you see a little something different,” she said.

She noticed subtle touches in the trees and elsewhere but was pleased that 50th-anniversary stylings didn’t overwhelm the occasion.

“I personally like the reds and the greens, and, you know, I can see gold and blue all year-round,”

Year-round plan keeps resort ready for the holidays

she said.

Another hot holiday spot for Preskitt has been Animal Kingdom, particularly the Discovery Island and Dino Land areas plus the Merry Menagerie puppetry.

“That’s probably my favorite location right now for the holidays,” she said. She said she also enjoyed the Grand Floridian theming and its gingerbread house display, which included 50th-anniversary touches.

Holiday services goes beyond everyday ornaments to create décor themed to the resorts and parks.

Horseshoes may enhance the outdoorsy look at Fort Wilderness campground. A wedding dress was used for Disney Springs’ Haunted Mansion-inspired tree, which featured the attraction’s bride and her beating heart, Miles said.

“We’re about high visual,” he said. “Country, rustic, pomp, Victorian, retro, you name it. We have it.”

Right now, Christmas is in place across Disney World, but the holiday services team is back in fall mode. Members are surrounded by orange decorations from the autumn and Halloween looks, getting them ready for storage and for next year.

“We look for scratches, dents, whatever. We try to get everything so when it goes out to the guests, it’s pristine,” Miles said. The repaired products are grouped in kits along with associated hardware, lights, foliage and novelties. There’s a flow to the system — down to what goes in the bins first and last — to make installation next year as streamlined as possible. There’s an exact place for everything, even in storage, Miles said.

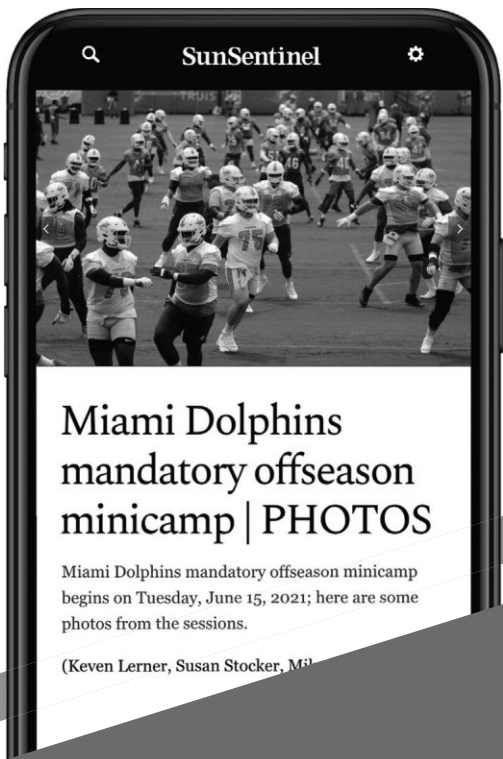
In January, they’ll repeat the inspection process for the recently removed Christmas looks, which eventually will be trucked to other storage areas until it’s time to redecorate next year. It’s a year-round process.

“We never stop,” Miles said.

Email me at dbevil@orlandosentinel.com. Want more theme park news? Subscribe to the Theme Park Rangers newsletter at orlandosentinel.com/newsletters or the Theme Park Rangers podcast at orlandosentinel.com/travel/attractions/theme-park-rangers-podcast.

SunSentinel

IT’S NOT JUST FOOTBALL IT’S THE DOLPHINS



IN-DEPTH ANALYSIS
ROSTER UPDATES
EXCLUSIVE INTERVIEWS
THE FINS FLASH NEWSLETTER

GET IT ALL AND MORE
SUNSENTINEL.COM/DOLPHINS

NOTICE OF PUBLIC HEARING CITY OF DANIA BEACH, FLORIDA

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, January 11, 2022
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: Please call a week ahead at 954-924-6805 Ext. 3792 to confirm meeting location:
IF VIRTUAL: 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.
IF IN PERSON: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004
SUBJECT: **CD-061-21:** Public Hearing will be held relative to the Ordinance below regarding the voluntary annexation of lands located in unincorporated Broward County and owned by SMS of South Florida, Inc. into the municipal boundaries of the City of Dania Beach, Florida (Second Reading).

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING BY VOLUNTARY PETITION (22,425 SQUARE FEET, LOCATED BETWEEN ANGLERS AVENUE AND SW 22ND AVENUE, SW 42ND STREET, AND SW 39TH STREET), WHICH REAL PROPERTY IS OWNED BY SMS OF SOUTH FLORIDA, INC., A FLORIDA CORPORATION, INTO THE CORPORATE LIMITS OF THE CITY OF DANIA BEACH, FLORIDA; PURSUANT TO SECTION 171.044, FLORIDA STATUTES, PROVIDING A LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION OF NOTICE; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

This ordinance in its entirety, including the legal description by metes and bounds may be inspected at the office of the City Clerk during regular working hours. Any and all interested parties may appear at the hearing and be heard with respect to the proposed ordinance.

Any person who decides to appeal any decision of the Governing Board with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to provide that a verbatim record of the proceeding is made, which record includes testimony and evidence upon which the appeal is to be based. (Section 286.0105 Florida Statutes).

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the City of Dania Beach, City Clerk’s Office, 100 W. Dania Beach Blvd., Dania Beach, FL 33004, (954) 924-6800 at least two (2) days before the meeting.

Property Subject of Upcoming Hearing



Application Information

Application Site: West of Ravenswood Road, North of SW 42 st
Request: Voluntary annexation of lands located in unincorporated Broward County and owned by SMS of South Florida, Inc. into the municipal boundaries of the City of Dania Beach, Florida.
Applicant: George Platt, LSN Partners, LLC on behalf of property owner SMS of South Florida, Inc.
Hearing Date & Time: January 11, 2022 at 7:00 PM
Hearing Location: Please call a week ahead at 954-924-6805 Ext. 3792 to confirm meeting location:
If Virtual: 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.
If in person: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd.
Contact Information: Corinne Lajoie, Assistant Director, 954-924-6805 Ext 3704

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE ADOPTING ARTICLE 826 ENTITLED “OAK HAMMOCK TREE PROTECTION OVERLAY” UNDER THE CITY’S LAND DEVELOPMENT CODE (LDC) OF THE CITY OF DANIA BEACH CODE TO BECOME A PERMANENT ORDINANCE

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Making the Tree Overlay Ordinance Permanent (For 1-11-22 CC Meeting), O-2022-006 Adopting Art. 826 Entitled Oak Hammock Tree Protection Overlay to Become a Permanent Ordinance (TX-065-20R)



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: January 11, 2022

TO: The Mayor and City Commission

FROM: Eve A. Boutsis, City Attorney **Eve A. Boutsis**
Digitally signed by Eve A. Boutsis
DN: cn=Eve A. Boutsis, o=City of Dania Beach,
ou=Legal Department,
email=eboutsis@danibeachfl.gov, c=US
Date: 2021.12.22 15:31:00 -0500

SUBJECT: An Ordinance Amending Article 826, Entitled “Oak Hammock Tree Protection Overlay” to Eliminate the One-Year Sunset Provision and Making the Ordinance part of the Land Development Code – **SECOND READING**

The Request:

Article 826 of the Land Development Code (LDC) entitled “Oak Hammock Tree Protection Overlay” can be adopted as a regular ordinance if the City Commission so directs.

Background:

The City adopted Article 826 of the LDC, which Article is entitled “Oak Hammock Tree Protection Overlay”, on January 26, 2021. The ordinance provided for it to be automatically repealed (sunset) if the Article was not regularly adopted as part of the LDC within a year of that enactment. The City is now proposing to make the overlay a regular part of the Code. No other edits are proposed.

The overlay area consists predominantly of a mesic hardwood (oak) hammock forest community as defined by the Florida Natural Areas Inventory and referenced in Section 825-140(A)(2)(b.) of the City’s code, located in the general vicinity of the SW 36th Terrace, SW 37th Avenue, and SW 37th Terrace residential neighborhoods. The overlay stretches from Stirling Road north for approximately 1,280 linear feet, to the end of the streets, which includes approximately 30 gross acres and 74 parcels, in the City. The area is a mesic temperate hammock dominated by oaks, but slash pines, cabbage palms, strangler figs, gumbo limbos, and other native species are also present in the area. The Overlay provides effective tree protection and requires the coordination of other design standards such as landscaping, utility infrastructure placement, stormwater management and vehicle parking, etc.

Budgetary Impact

There is no budgetary impact from this item.

Recommendation

It is proposed that the City Commission adopt the Ordinance as a part of the LDC.

EAB/la

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, Deputy City Manager
Eleanor Norena, Director, Community Development Department

ORDINANCE NO. 2022-006

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING ARTICLE 826 ENTITLED “OAK HAMMOCK TREE PROTECTION OVERLAY” UNDER THE CITY’S LAND DEVELOPMENT CODE (LDC) OF THE CITY OF DANIA BEACH CODE TO BECOME A PERMANENT ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 26, 2021, the City of Dania Beach, after several public hearings and workshops, adopted the “Oak Hammock Tree Protection Overlay”, for the general vicinity of the SW 36th Terrace, SW 37th Avenue and SW 37th Terrace residential neighborhoods; and

WHEREAS, as part of the adoption of the Overlay the City Commission authorized approval of the ordinance for a one-year period, and if not re-adopted, the ordinance would sunset (expire); and

WHEREAS, the City desires to remove the one-year restriction and to make the ordinance a permanent provision within the Land Development Code; and

WHEREAS, the Oak Hammock Tree Protection Overlay area is a mesic temperate hammock dominated by oaks, but slash pines, cabbage palms, strangler figs, gumbo limbos, and other native species are also present in these habitats; and

WHEREAS, the communal benefits provided by a mature forest canopy cannot be replicated through new plantings in a reasonable timeframe; and

WHEREAS, the City recognizes that effective tree protection requires the coordination of other design standards such as landscaping, utility infrastructure placement, stormwater management and vehicle parking, etc.; and

WHEREAS, the communal benefits that preserve the health, safety and general wellbeing of the inhabitants of the City include, amongst other things, storm protection, stormwater storage and treatment, soil stabilization and strengthening, and serve to counter heat island effect; and

WHEREAS, in order to protect the unique nature of this area, the City of Dania Beach seeks to adopt the Oak Hammock Tree Protection Overlay, as a permanent ordinance without a sunset date;

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on November 17, 2021, and recommended approval of the overlay (TX-065-20R) request; and

WHEREAS, the City Commission conducted two (2) duly noticed public hearings in accordance with law; and

WHEREAS, the City Commission finds that the approval of the overlay as a permanent provision in the Land Development Code will protect the public health, safety, and welfare of the residents of the City, and further the purpose, goals, objectives and policies of Objective XVII of the Future Land Use Element and Objective IV in the Conservation Element of the City's Comprehensive Plan;

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

Section 1. That the preceding "WHEREAS" clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Chapter 28 "Land Development Code," Part 8, "Technical Appendix," of the City Code of Ordinances shall not sunset on January 25, 2022, and shall be a permanent portion of the City's Land Development Code (until repealed) to read as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

PART 8 – TECHNICAL APPENDIX

ARTICLE 826 –OAK HAMMOCK TREE PROTECTION OVERLAY

826-10 Purpose/Intent.

The purpose of the Oak Hammock Tree Protection Overlay District is to preserve the functional, ecological, and aesthetic integrity of the existing mesic (oak) hardwood hammock forest community in a particular area described herein by establishing additional protections beyond what Section 825 of the City's Land Development Code currently provides. It is the City's desire to acknowledge the unique and irreplaceable nature of this tree hammock community and thus implement an enhanced institutional control that encourages conservation and preservation of this remnant natural area for the variety of reasons listed below while still enabling responsible development, redevelopment, or property improvement within the included properties.

The intent of this Overlay is to provide specific standards and regulations to ensure a minimum number of trees on any lot or parcel within the overlay, protect and preserve native tree species, protect and preserve the natural forest community, foster and encourage maintenance of natural vegetation, and minimize loss of trees to development within the overlay district. It is the intent of the city to:

- A. Acknowledge the existence of native tree resources and hammock community understory in the Overlay district that collectively have synergistic value, while recognizing the existing residential structures and that new home construction, reconstruction, and other home improvements will occur;

- B. Establish minimum landscape standards for all properties within the Overlay District;
- C. Ensure that new development and alterations to existing development are coordinated with the City to maximize compatibility with the existing tree resources and associated benefits protected by the Overlay District
- D. Provide clear limitations on impacts to the hammock community within the overlay district;
- E. Implement increased specimen and buffer tree protections;
- F. Create disincentives for unnecessary tree/vegetation removals
- G. Ensure existing, mature native trees important to the Overlay District are protected and maintained to the fullest extent possible;
- H. Encourage new structures, utilities, and impervious surfaces to be planned, designed, and placed in such a way as to protect the survivability and substantial growth of the healthiest canopy trees on the property; and
- I. Ensure all properties located within the overlay shall maintain compliance with the Overlay Article.

826-20 Goals.

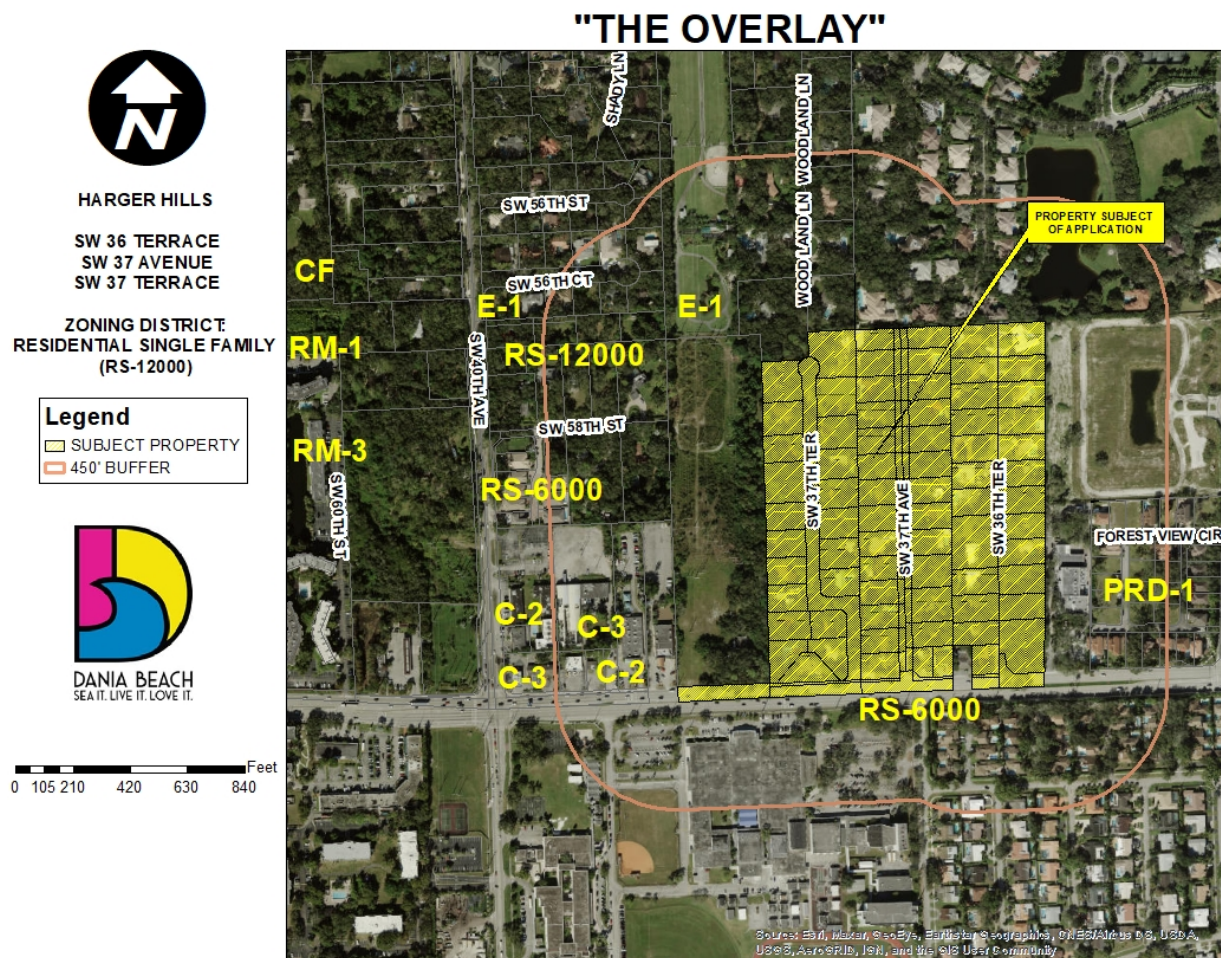
In furtherance of the prescribed intent, this Overlay District is intended to accomplish the following goals deemed particularly beneficial to the residents within the District and also to the City as a whole:

- A. Maintain, preserve, and improve the existing, native trees and intact understory plant community within this mature, mesic hardwood hammock community, the largest remaining within the City;
- B. Achieve a balanced, equitable and practical approach to preserving the canopy and fostering the establishment of new trees in the Overlay area;
- C. Preserve of the Overlay's existing tree canopy by managing the impact of development or redevelopment, and preventing unreasonable or unnecessary damage to the community's existing native tree canopy and vegetative understory;
- D. Maintain the diversity of tree species indigenous to the Overlay area.
- E. Preserve, enhance, and restore the unique natural environment in the Overlay area for the enjoyment of present and future residents;
- F. Preserve the scenic streets and sense of place the existing oak hammock creates;
- G. Preserve the tree canopy and natural vegetation for their ability to serve as an important storm water management tool in the community;
- H. Preserve the intact tree canopy for its synergistic resistance to storm conditions when maintained as a whole;
- I. Achieve greater energy conservation by maximizing the shading and cooling effects of tree canopy and vegetated surfaces;
- J. Maintain and expand the existing tree canopy to reduce the sound pollution in the neighborhood from surrounding commercial destinations;

- K. Maintain and expand the existing tree canopy to decrease the light pollution resulting from surrounding commercial areas; and
- L. Maintain and expand the existing tree canopy to reduce the heat island effects of urban development in the community.

826-30 Overlay District Location And Limits.

All public or private rights of way and residential properties accessed by and located on both sides of the following City roads north of Stirling Road: SW 37 Terrace, SW 37th Avenue, and SW 36 Street. The map of the overlay area is as follows:



The legal description of the properties subject to the overlay are as follows:

Folio No. 504231010759 - REED LAND CO SUB 2-32 D 31-50-42 LOT 16 S 250 OF E1/2 LESS PT DESC IN OR 8288/127 FOR RD R/W BLK 3; Folio No. 504231010721 - REED LAND CO SUB 2-32 D 31-50-42 LOT 16 N 95 OF S 345 OF E1/2 BLK 3; Folio No. 504231010768 - REED LAND CO SUB 31-50-42 2-32 D LOT 16 N 105 OF S 450 OF E1/2 BLK 3; Folio No. 504231010753 - REED LAND CO SUB 2-32 D 31-50-42 N 95 OF S 545 OF E1/2 OF TR 16 BLK 3; Folio No. 504231010751 - REED LAND CO SUB 2-32 D 31-50-42 N 95 OF S 640 OF E1/2 OF TR 16 BLK

3; Folio No. 504231010765 - REED LAND CO SUB 2-32 D 31-50-42 TR 16 N 100 OF S 740 OF E1/2 BLK 3; Folio No. 504231010766 - REED LAND CO SUB 31-50-42 2-32 D LOT 16 N 95 OF S 835 OF E1/2 BLK 3; Folio No. 504231010766 - REED LAND CO SUB 2-32 D 31-50-42 LOT 16 N 95 OF S 930 OF E1/2 BLK 3; Folio No. 504231010758 - REED LAND CO SUB 2-32 D 31-50-42 LOT 16 N 100 OF S 1030 OF E1/2 BLK 3; Folio No. 504231010722 - REED LAND CO SUB 2-32 D 31-50-42 LOT 16 N 95 OF S 1125 OF E1/2 BLK 3; Folio No. 504231010720 - REED LAND CO SUB 2-32 D 31-50-42 LOT 16 N 95 OF S 1220 OF E1/2 BLK 3; Folio No. 504231010760 - REED LAND CO SUB 2-32 D 31-50-42 LOT 16 E1/2 LESS S 1220 BLK 3; Folio No. 504231010767 - REED LAND CO SUB 31-50-42 2-32 D LOT 16 W1/2 LESS S 1220 BLK 3; Folio No. 504231010755 - REED LAND CO SUB 2-32 D 31-50-42 LOT 16 N 95 OF S 1220 OF W1/2 BLK 3; Folio No. 504231010752 - REED LAND CO SUB 2-32 D 31-50-42 N 95 OF S 1125 OF W1/2 OF TR 16 BLK 3; Folio No. 504231010769 - REED LAND CO SUB 2-32 D 31-50-42 TR 16 N 95 OF S 1030 OF W1/2 BLK 3; Folio No. 504231010761 - REED LAND CO SUB 2-32 D 31-50-42 LOT 16 N 100 OF S 935 OF W1/2 BLK 3; Folio No. 504231010764 - REED LAND CO SUB 2-32 D 31-50-42 LOT 16 N 95 OF S 835 OF W1/2 BLK 3; Folio No. 504231010762 - REED LAND CO SUB 2-32 D 31-50-42 LOT 16 N 100 OF S 740 OF W1/2 BLK 3; Folio No. 504231010770 - REED LAND CO SUB 2-32 D 31-50-42 N 95 OF S 640 OF W1/2 OF TR 16 BLK 3; Folio No. 504231010763 - REED LAND CO SUB 2-32 D 31-50-42 N 100 OF S 545 OF W1/2 OF TR 16 BLK 3; Folio No. 504231010756 - REED LAND CO SUB 2-32 D 31-50-42 LOT 16 N 95 OF S 445 OF W1/2 BLK 3; Folio No. 504231010741 - REED LAND CO SUB 2-32 D 31-50-42 LOT 16 N 100 OF S 350 OF W1/2 BLK 3; Folio No. 504231010754 - REED LAND CO SUB 2-32 D 31-50-42 N 85 OF S 250 OF W1/2 OF LOT 16 BLK 3; Folio No. 504231010757 - REED LAND CO SUB 2-32 D 31-50-42 BEG SW COR OF LOT 16, NLY 53.01, ELY 71.60 TO POB, CONT ELY 96.61, NLY 112, WLY 97.35, SLY 112 TO POB BLK 3; Folio No. 504231020153 - HARGER HILLS 26-41 B LOT 23 N 112.03 OF S 130.03 OF E 73; Folio No. 504231020150 - HARGER HILLS 26-41 B LOT 23 N 112 OF S 130 LESS E 73 & LESS PT LYING SWLY OF CHORD FOR 25 RAD ARC, SAID ARC TANG TO W/L LOT 23 & TANG TO LINE 53 N OF S/L OF SEC 31, TOGETHER WITH E 1/2 OF PT OF VAC'D SW 37 AVE LYING W OF SAID LOT, LESS STIRLING ROAD R/W & LESS 2 FT BIKEWAY; Folio No. 504231020152 - HARGER HILLS 26-41 B LOT 23 LESS S 130, TOGETHER WITH E 1/2 OF PT OF VAC'D SW 37 AVE LYING W OF & ADJ TO SAID PROP; Folio No. 504231020140 - HARGER HILLS 26-41 B LOT 22 LESS N 25, TOGETHER WITH E 1/2 OF PT OF VAC'D SW 37 AVE LYING W OF SAID PT OF LOT 22; Folio No. 504231020141 - HARGER HILLS 26-41 B LOT 21, 22 N 25 TOGETHER WITH E 1/2 OF PT OF VAC'D SW 37 AVE LYING W OF SAID LOTS; Folio No. 504231020120 - HARGER HILLS 26-41 B LOT 20 & E 1/2 OF PT OF VAC'D SW 37 AVE LYING W OF & ADJ TO SAID LOT; Folio No. 504231020110 - HARGER HILLS 26-41 B LOT 19 TOGETHER WITH E 1/2 OF PT OF VAC'D SW 37 AVE LYING W OF & ADJ TO LOT 19; Folio No. 504231020100 - HARGER HILLS 26-41 B LOTS 17 & 18 TOG WITH E1/2 OF PT OF VAC'D SW 37 AVE LYING W OF & ADJ TO SAID LOTS 17 & 18 PER O.R. 23957/105 BCR ; Folio No. 504231020080 - HARGER HILLS 26-41 B LOT 16 TOGETHER WITH E 1/2 OF PT OF VAC'D SW 37 AVE LYING W OF & ADJ TO LOT 16; Folio No. 504231020070 - HARGER HILLS 26-41 B LOT 15 TOGETHER WITH E 1/2 OF PT OF VAC'D SW 37 AVE LYING W OF & ADJ TO LOT 15; Folio No. 504231020060 - HARGER HILLS 26-41 B LOT 14 TOGETHER WITH E 1/2 OF PT OF VAC'D SW 37 AVE LYING W OF & ADJ TO LOT 14; Folio No. 504231020050 - HARGER HILLS 26-41 B LOT 13 TOGETHER WITH E 1/2 OF PT OF VAC'D SW 37 AVE LYING W OF & ADJ TO LOT 13; Folio No. 504231020040 - HARGER HILLS 26-41 B LOT 12 & E 1/2 OF PT OF VAC'D SW 37 AVE LYING W OF & ADJ TO SAID LOT; Folio No. 504231020039 - HARGER HILLS 26-41 B LOT 11 TOGETHER WITH W 1/2 OF PT OF VAC'D SW 37 AVE LYING E OF & ADJ

TO LOT 11; Folio No. 504231020038 - HARGER HILLS 26-41 B LOT 10 & W 1/2 OF PT OF VAC'D SW 37 AVE LYING E OF & ADJ TO LOT 10; Folio No. 504231020037 - HARGER HILLS 26-41 B LOT 9 & W 1/2 OF PT OF VAC SW 37 AVE LYING E OF & ADJ TO LOT; Folio No. 504231020036 - HARGER HILLS 26-41 B LOT 8 TOGETHER WITH W 1/2 OF PT OF VAC'D SW 37 AVE LYING E OF & ADJ TO LOT 8; Folio No. 504231020032 - HARGER HILLS 26-41 B LOT 7 TOGETHER WITH W 1/2 OF PT OF VAC'D SW 37 AVE LYING E OF & ADJ TO LOT 7; Folio No. 504231020033 - HARGER HILLS 26-41 B LOT 6 TOGETHER WITH W 1/2 OF PT OF VAC'D SW 37 AVE LYING E OF & ADJ TO LOT 6; Folio No. 504231020031 - HARGER HILLS 26-41 B LOT 5 TOGETHER WITH W 1/2 OF PT OF VAC'D SW 37 AVE LYING E OF & ADJ TO LOT 5; Folio No. 504231020030 - HARGER HILLS 26-41 B LOT 4 TOGETHER WITH W 1/2 OF PT OF VAC'D SW 37 AVE LYING E OF & ADJ TO LOT 4; Folio No. 504231020016 - HARGER HILLS 26-41 B LOT 3 N 90 TOGETHER WITH W1/2 OF PT OF VAC'D SW 37 AVE LYING E OF & ADJ TO SAID LOT; Folio No. 504231020015 - HARGER HILLS 26-41 B LOT 1 N 40,2,3 LESS N 90 TOGETHER WITH W 1/2 OF PT OF VAC SW 37 AVE LYING E OF SAID LOT; Folio No. 504231020014 - HARGER HILLS 26-41 B LOT 1 S 90 OF N 130 TOGETHER WITH W1/2 OF PT OF VAC'D SW 37 AVE LYING E OF SAID LOT ; Folio No. 504231020013 - HARGER HILLS 26-41 B LOT 1 S 88 OF N 218 TOGETHER WITH W 1/2 OF THAT PT OF VAC'D SW 37 AVE LYING E OF & ADJ TO SAID LOT; Folio No. 504231020012 - HARGER HILLS 26-41 B LOT 1 S 88 OF N 306 TOGETHER WITH W 1/2 OF PT OF VAC'D SW 37 AVE LYING E OF & ADJ TO SAID LOT; Folio No. 504231020010 - HARGER HILLS 26-41 B LOT 1 LESS S 18 & LESS N 306 & LESS EXT AREA FORMED BY 25 RAD ARC TANG TO E/L OF LOT 1 & TANG TO A LINE 53 N OF & PARA TO S/L OF SEC 31-50-42 TOGETHER WITH W 1/2 OF PT OF VAC'D SW 37 AVE LYING E OF & ADJ TO SAID LOT, LESS THEREFROM STIRLING RD R/W & LESS 2 FT BIKEWAY ; Folio No. 504231040160 - STIRLING OAKS ESTATES 77-39 B LOT 17; Folio No. 504231040150 - STIRLING OAKS ESTATES 77-39 B LOT 16; Folio No. 504231040140 - STIRLING OAKS ESTATES 77-39 B LOT 15; Folio No. 504231040130 - STIRLING OAKS ESTATES 77-39 B LOT 14; Folio No. 504231040120 - STIRLING OAKS ESTATES 77-39 B LOT 12; Folio No. 504231040110 - STIRLING OAKS ESTATES 77-39 B LOT 11; Folio No. 504231040100 - STIRLING OAKS ESTATES 77-39 B LOT 10; Folio No. 504231040090 - STIRLING OAKS ESTATES 77-39 B LOT 9; Folio No. 504231040080 - STIRLING OAKS ESTATES 77-39 B LOT 8; Folio No. 504231040070 - STIRLING OAKS ESTATES 77-39 B LOT 7; Folio No. 504231040060 - STIRLING OAKS ESTATES 77-39 B LOT 6; Folio No. 504231040050 - STIRLING OAKS ESTATES 77-39 B LOT 5; Folio No. 504231040040 - STIRLING OAKS ESTATES 77-39 B LOT 4; Folio No. 504231040030 - STIRLING OAKS ESTATES 77-39 B LOT 3; Folio No. 504231040020 - STIRLING OAKS ESTATES 77-39 B LOT 2; Folio No. 504231040010 - STIRLING OAKS ESTATES 77-39 B LOT 1; Folio No. 504231040171 - STIRLING OAKS ESTATES 77-39 B PORTION OF PARCEL A DESC AS COMM NW COR OF SAID PARCEL, SLY 103, ELY 158.52, NLY 102.98, WLY 157 TO POB AKA: LOT A-1 STIRLING OAKS ESTATES; Folio No. 504231040173 - STIRLING OAKS ESTATES 77-39 B PART OF PARCEL A DESC'D AS, COMM AT NW COR PAR A, ELY 157 TO POB, CONT E 106.57, SELY 39.87, SLY 77.40, WLY 129.71, NLY 102.98 TO POB AKA: LOT A-5 STIRLING OAKS ESTATES; Folio No. 504231040174 - STIRLING OAKS ESTATES 77-39 B PART OF PARCEL A DESC'D AS, COMM AT SW COR OF PARCEL A, E ALG S/L FOR 262.37 TO POB, NELY ARC DIST OF 38.67, N 132.60, W 144.11, SLY 50, ELY 25, SELY 141.03 TO POB AKA: LOT A-4 STIRLING OAKS ESTATES; Folio No. 504231040170 - STIRLING OAKS ESTATES 77-39 B PART OF PARCEL A DESC'D AS, COMM AT SW COR OF PARCEL A, ELY 25 TO POB, CONT ELY 237.37, NWLY FOR 141.03, WLY 50, SWLY 143.40 TO POB AKA: LOT A-3 STIRLING OAKS ESTATES; and

Folio No. 504231040172 - STIRLING OAKS ESTATES 77-39 B PT OF PARCEL A DESC AS BEG SW COR PAR A,N 157,E 144.12,S 50, W 25,SW 143.40,W 25 TO POB AKA: LOT A-2.

826-40 Overlay Standards And Provisions¹

The enhanced standards of this section apply to all native (as defined in 825-50) trees and intact understory areas within the limits of the Overlay District. Non-native and ornamental trees/vegetation otherwise regulated by Articles 275 or 825 of the City's code are not subject to these enhanced standards. For the reasons outlined in Sections 826-10 and 826-20 of this Article, these provisions shall help to preserve and maintain the functional integrity of the forest community as a whole by maximizing retention of native trees and understory that are characteristic of the Overlay area.

All land development, redevelopment, improvement, or property maintenance (e.g. driveway repaving or fixing a cracked water line due to root intrusion; limb removal due to roof line or gutter conflicts) within the Overlay District shall comply with the following new or increased standards which supersede or are in addition to existing requirements of Articles 275 (Landscaping) and 825 (Tree Preservation) of the City's Land Development Code:

- A. Minimum landscape standards: For properties within the Overlay District, the minimum tree requirements shall be either six (6) category 1A native canopy trees, 40" combined native tree caliper/dbh, or aerial canopy coverage equal to fifty (50) percent of the lot size. Credit for canopy coverage can extend beyond the property line for trees rooted wholly or mostly within the property requesting the credit.

The table below shows the differences between minimum landscape requirements for properties located within the district vs. those located elsewhere in the City.

	Minimum # Trees	Min. Caliper/DBH	Min. Canopy Credit
Non-Overlay Area Requirements [275-160(B)(1)]*	3 Category 1B	15"	900 sq. ft.
Overlay Area Requirements**	6 Category 1A	40"	50% of lot area

*all requirements must be met

** only one of the three requirements must be met

- B. Perimeter buffer preservation zone: A perimeter buffer preservation zone shall be established to preserve existing trees located nearest to property lines where conflicts with residences are lowest. All existing native trees in "fair" or "good" condition with a DBH larger than eight (8) inches and situated wholly within ten (10) feet of the property line are to be preserved. Intact understory areas within this same ten (10) foot buffer shall also be preserved against voluntary impacts. Any development, redevelopment or exterior site improvements shall be designed and implemented in a manner that preserves the existing canopy and critical root zones of such trees, and any native understory that may also be present. This perimeter buffer may be reduced in certain areas if other portions of the buffer with equal or greater value are equivalently increased as compensation.

¹ F.S. Section 163.45 provides that a tree that is determined to be dangerous to persons or property by a certified arborist licensed by the International Society of Arboriculture or a Florida licensed landscape architect does not require a permit or mitigation.

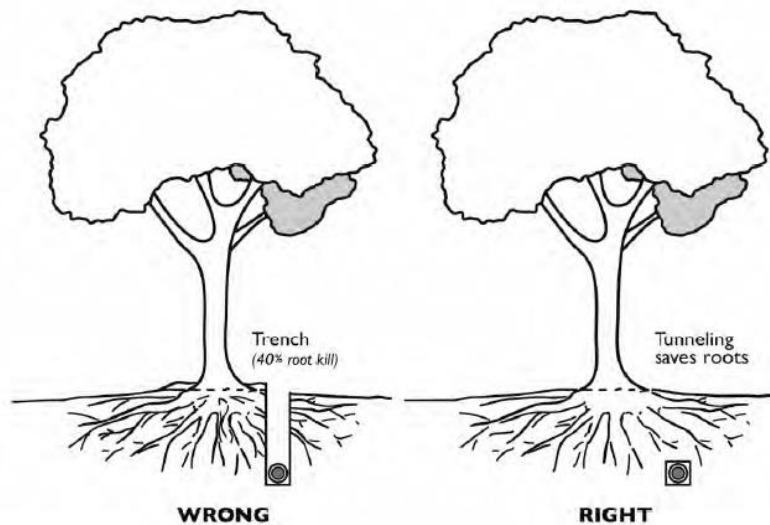
- C. Mandatory preservation of healthy specimen trees: preservation against voluntary/elective impacts shall be required for all existing specimen trees (excluding palms) in “good” condition [Sec. 825-50]. Any development, redevelopment, or exterior site improvements shall be designed and implemented in a manner that avoids impacts to or abuse of existing canopy and critical root zones of such trees.
- D. Construction design standards: In designing a new residential structure or an addition/improvement to the exterior of an existing residential structure, including, but not limited to the installation of a shed, pool or driveway, the improvements shall be designed and constructed around regulated native trees in “fair” or “good” condition and intact understory areas to the maximum extent feasible. Horizontal and vertical design modifications shall prevent abuse of existing native tree resources.
- E. Prohibition against elective variances: variances to Overlay requirements which would result in impacts to native trees (excluding palms) with a DBH larger than eight (8) inches in “fair” or “good” condition are prohibited.
- F. Increased health and location protections: Trees with “Good” condition rating, as defined in section 825-50 of the LDC, and location scores of 2 or better, as described in section 825-140(C)(2)] shall receive greater protections and requirements for avoidance than other non-specimen trees or those with substantial structural defects or health issues.
- G. Advanced notification requirement: At least 48 hours prior to any contracted trimming, or removal of trees, the property owner is required to contact the City and provide a work schedule so that the City’s arborist may meet on site meet with the tree removal or maintenance contractor and inspect the trees proposed for removal or trimming. This meeting shall provide opportunity to confirm the proposed trimming activities will not result in accidental abuse of protected trees and verify proposed removals have been approved.

826-50 Specific Tree Protections

- A. Protective measures are required to minimize:
 - 1. Mechanical injuries to roots, trunk, and branches;
 - 2. Injuries by chemical poisoning;
 - 3. Injuries by grade changes;
 - 4. Injuries by excavations;
 - 5. Injuries by root compression; and
 - 6. Injuries by new impervious surfaces paving
- B. A Tree Protection Zone shall be established around each tree(s) on the property and in the general vicinity of the proposed construction/installation/maintenance area as follows:
 - 1. At a minimum, the tree protection zone shall be defined as a circular area around a native tree with a radius equal to six (6) times the diameter of the trunk of the protected tree at breast height. In no case shall a tree protection zone be less than seventy-two (72) inches in diameter. As an example, a protected tree with a DBH of fifty (50) inches (4-ft. 2-inches) will have a tree protection zone with a radius of three hundred (300) inches (25 ft.). A protected tree with a DBH of eight (8) inches will have a tree protection zone of seventy-two (72) inches.

2. Prior to commencement of construction, all native trees to remain shall be protected via the installation of a tree protection barricade. The tree protection barricade shall be at least three (3) feet tall. The barricade must remain in place through the duration of construction activities.
3. Trenching or excavation within the tree protection zone of a native tree intended for preservation must not impact more than 30% of the tree protection zone. Directional boring/tunneling is the preferred method when applicable.

TUNNELING UNDER ROOT ZONE



AVOID SEVERING ROOTS

Install utility lines *around* tree roots or tunnel *under* the root zone. Trenching *kills* all the roots outside the trench line. Posts and supporting beams can be substituted for footing and walls where proposed foundations conflict with tree roots.

4. A deviation from the minimum size requirements of the tree protection zone may be granted by the Community Development Director if the strict application of this rule will result in the unnecessary removal of trees which can otherwise be preserved through application of best management and sound arboricultural/horticultural practices. Consultation with an ISA certified arborist is required to determine proper measures to ensure protection of the tree during construction activities. The plan shall be prepared and certified by an ISA certified arborist and include sufficient detail to clearly define the process, deviation from requirements herein, and alternative protective measures proposed.
5. The root systems of native trees shall be preserved when installing fences and walls. Postholes and trenches located close to trees shall be dug and adjusted as necessary to avoid damage to major roots. Continuous footers for masonry walls shall be ended at the point larger roots are encountered and the roots bridged.

6. If upon inspection by the City it is determined that a tree protection barricade has been improperly located or has not been properly maintained, a stop work order may be issued. The stop work order may not be lifted until all barricades have been re-established in accordance with this ordinance and any resulting corrective action has been completed.

826-60 Exemptions.

The following exceptions to the tree preservation requirements herein are authorized:

- A. Generally accepted emergency/time-sensitive procedures necessary for the protection of life, health, safety, or property.
- B. Pruning trees by qualified entities (e.g. property owners, utility or other easement holders or their authorized contractors/agents) that does not qualify as tree abuse under Article 830 and is conducted wholly in accordance with ANSI A-300 standards or other applicable Statutes.
- C. Non-native/exotic or ornamental landscape trees are exempt from the Overlay requirements.

826-70 Permit Application Requirements.

A building permit or tree removal permit application that is reviewed for compliance with the standards of this chapter may require more information than a typical residential permit application not affected by these provisions. If alteration of native trees is proposed, the information below may be required by the City. This information must be prepared by certified or qualified professionals and submitted with any permit application packages proposing removal or alteration of specimen trees:

- A. Tree survey or tree resource map assigning individual tree numbers and identifying the locations of all regulated trees on site. The survey/map should also include approximate/representative foliage limits for all unmaintained/intact understory areas, as well as additional trees rooted within 50 feet of the property lines such that overhanging canopy areas are clearly reflected on the survey;
- B. Tree Data Table listing the species, trunk diameter (inches), canopy spread (feet), canopy area (square feet), height (feet), and condition of the tree;
- C. Tree disposition plan indicating the intent to remove, relocate, or preserve each tree shown on the survey (this may be included in the tree data table identified in 826-70B. above.;
- D. Arborist report documenting and evaluating all native trees proposed for removal and all specimen trees on-site;
 - a. arborist reports shall be prepared in accordance with ISA standards and at a minimum include documentation of the tree location, size, growth habit, condition, and conflicts with surrounding features as applicable for determination of potential hazard status [Section 825-50, of the Land Development Code] or health/condition rating as required for specimen tree appraisal [Section 825-140(C)(2), of the Land Development Code]; and

- E. Tree-specific arborist evaluations shall be required for all new development or redevelopment applications proposing ground disturbing activities (e.g. plumbing, electrical, etc.) within the critical root zones of native trees protected under this article.

826-80 Mitigation.

Canopy replacement or Tree Trust Fund payments required for tree removals shall be subject to the following additional requirements.

- A. This article supersedes the existing mitigation exemption for single family properties outlined in Sec. 825-100(D), of the Land Development Code.
- B. Mitigation for tree removals shall be required on-site for all properties which do not meet the minimum landscape standards described in 826-40(A) above. Any property that legally does not meet the tree coverage criteria contained herein at the time of ordinance adoption may coordinate with the City to submit documentation of the pre-existing deficiency which would preclude assessment of this on-site requirement for compensatory mitigation that exceeds the documented pre-existing condition.
- C. On-site mitigation is preferred for all projects regardless of compliance with 826.40(A). To encourage on-site tree replacement, mitigation in excess of the minimum thresholds in 826-40(A) that is provided off-site shall be valued at half the calculated canopy square footage (825-100) or monetary cost to the City's Tree Trust Fund (825-30). On-site mitigation/tree replacement shall be attributed full value outlined in Sec. 825-100, of the Land Development Code.
- D. Mitigation for specimen tree removals shall be provided at least 50% on-site regardless of compliance with 826.40(A).
- E. Trees on the nuisance plants list may be removed regardless of size provided that each tree removed is replaced either with one native Category 2 tree or 150 square feet of native understory shrubs representative of the protected community type and otherwise meeting the requirements for size and spacing of new landscape installations identified in Article 275 of the City's Land Development Code.
- F. Replacement trees for on-site mitigation shall be of Category 1A size or larger and shall be of species typical of the mesic hardwood hammock habitat being protected. The City may authorize mitigation via the Tree Trust Fund on a case-by-case basis if a suitable on-site location for canopy tree growth and establishment does not exist.
- G. For projects required to provide three (3) or more mitigation trees, at least two (2) different tree species shall be provided.

826.90 Conditions Of City Approval.

Planning/Zoning or Building department approvals affecting native trees or intact understory areas within the Overlay-shall be subject to the following conditions:

- A. All trees required on properties with approved site/landscape plans associated with an issued building permit shall be maintained continually and replaced with similar species at equal or greater size if they die.
- B. Tree/vegetation protection measures must be reasonably implemented during construction of permitted site improvements and maintenance activities. All failures to

protect as per approved plan, especially unauthorized damage to the critical root zone or trunk shall be subject to enforcement.

- C. The City shall be notified at least 48 hours prior to all native tree removals and/or trimming of native tree branches exceeding 6” in diameter.

826.100 Enforcement.

After-the-fact regulation of unauthorized protected tree removals or tree abuse shall be subject to the following:

- A. Application fees for after-the-fact permits shall be doubled.
- B. The removal of a healthy specimen tree not meeting the criteria of this Article, the removal of a specimen tree without a permit, or the damage of or effectively destroying a specimen tree which kills or will more likely than not cause the tree to die shall warrant the assessment of a penalty of up to \$5,000, as determined appropriate by the Special Master as the harm is irreparable and irreversible, in addition to meeting the restoration requirements defined herein. Under this Overlay District, unauthorized removals of trees or understory vegetation, actions that “effectively destroy” trees as defined at Section 825.50, or actions constituting tree “abuse” as defined at Section 825.50 shall be subject to the enforcement provisions of this section.
- C. Double mitigation (canopy replacement and/or trust fund payments as determined by the criteria herein) shall be required in addition to processing fees and prescribed fines/penalties.

* * *

Section 3. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 5. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on December 14, 2021.

PASSED AND ADOPTED on second reading on January 11, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE (LDC)," PART 7, ENTITLED "CODE ADMINISTRATION", ARTICLE 725 ENTITLED "DEFINITIONS," TO AMEND SECTION 725-30, ENTITLED "TERMS DEFINED," BY AMENDING THE DEFINITION OF FAMILY; AMENDING PART 1 OF THE LDC, ENTITLED "USE REGULATIONS," ARTICLE 105, ENTITLED "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS," TO CREATE A NEW SECTION 105-250 ENTITLED "REASONABLE ACCOMMODATION PROCEDURES AMENDING CHAPTER 28 ENTITLED "LAND DEVELOPMENT CODE", PART 6, ENTITLED "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS," ARTICLE 610, ENTITLED "PUBLIC HEARING NOTICES," AT SECTION 610-20, ENTITLED "TABLE OF PUBLIC NOTICE REQUIREMENTS." TO INCLUDE THE NOTICE REQUIREMENTS FOR A REASONABLE ACCOMMODATION HEARING BEFORE THE SPECIAL MAGISTRATE; AND AMENDING CHAPTER 2, ENTITLED "ADMINISTRATION;" ARTICLE IV, ENTITLED "CODE ENFORCEMENT;" SECTION 2-84, ENTITLED "POWERS OF SPECIAL MAGISTRATE," TO AMEND THE POWERS OF THE SPECIAL MAGISTRATE TO AUTHORIZE THE SPECIAL MAGISTRATE TO HEAR APPEALS RELATING TO A REASONABLE ACCOMMODATION

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Reasonable Accommodations (EAB 12-16-21 CC Meeting 1-11-22), O-2022- Text Amendment (TX-090-21) to Create a Reasonable Accommodation Procedure, TX-090-21 Reasonable Accommodation_First Reading_Ad



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: January 11, 2022

TO: Mayor and City Commissioners

FROM: Eve A. Boutsis, City Attorney **Eve A. Boutsis**

SUBJECT: Creating a "Reasonable Accommodation" Procedure

Digitally signed by Eve A. Boutsis
DN: cn=Eve A. Boutsis, o=City of Dania Beach, ou=Legal
Department, email=eboutsis@daniebeachfl.gov, c=US
Date: 2021.12.16 09:53:52 -0500

The Request

A recommendation in support of creating a reasonable accommodation hearing process in the City's Land Development Code, to be presented to the Special Magistrate.

Background

The attached draft ordinance relating to a "reasonable accommodation" ensures compliance with federal law. The purpose of a "reasonable accommodation" is to modify a specific City requirement to ensure that an individual with a disability has an equal opportunity to use and enjoy a dwelling. To date, the City has not received a request for a reasonable accommodation but could receive a request in the future. Without the procedures in place to authorize the accommodation, the City could face a legal challenge relating to disability discrimination, or a fair housing complaint. Further, if the process is not in place, the City would not be able to impose a process or a hearing on the applicant. Therefore, in order to safeguard the City and to protect rights of the disabled, the City proposes to adopt a "reasonable accommodation" process. Several progressive cities, including the City of Coral Springs, have adopted a similar reasonable accommodation ordinance. Their ordinance has been utilized a few times to request a reasonable accommodation.

The draft ordinance proposes to have the Special Magistrates hear any reasonable accommodation requests. The Special Magistrates are lawyers familiar with the Americans with Disabilities Act, the Fair Housing Act, and federal civil rights claims under 42 USC Section 1983. Notice of hearing would be provided to the surrounding community (all those within 1000 feet of the location for the accommodation request), the property would be posted, and the hearing advertised. By utilizing the Special Magistrate, it ensures that the legal technicalities that must be considered are considered and analyzed under the parameters of applicable case law. A hearing on a reasonable accommodation is not based upon neighborhood consensus or compatibility, but rather the strict requirements of federal law. We have conferred with the City's Special Magistrates who have confirmed that they have the requisite knowledge and expertise to rule on such requests.

A reasonable accommodation may be requested for an exception to the number of persons allowed to live in a unit, or to accommodate some alternative living requirements that do not comply with state law requirements relating to accredited group homes.

An appeal a Special Magistrate decision would be to circuit court. The ordinance clearly provides that the City will **NOT** be liable for attorney fees or costs associated with either the Special Magistrate hearing or any appeal. There is no application fee for the hearing before the Special Magistrate, but advertising and mailing costs will be assessed.

Analysis of the law relating to a reasonable accommodation.

Federal law and federal courts interpreting federal law require cities to treat persons with a disability equitably, and to provide for a reasonable accommodation of disabled persons' needs pursuant to the Americans with Disabilities Act (ADA). The concept of a reasonable accommodation is one that attempts to balance a local government's right to control land uses through neutral regulations and its duty to make reasonable accommodations for the disabled under the Fair Housing Amendments Act ("FHAA") [*See Bryant Woods Inn, Inc. v. Howard Cnty.*, 124 F. 3d 597, 603 (4th Cir. 1997)]. The FHAA does not, however, provide a "blanket waiver of all facially neutral zoning policies and rules, regardless of the facts . . . which would give the disabled carte blanche to determine where and how they would live regardless of zoning ordinances to the contrary" [*Id.* (internal quotation marks omitted)].

Under the FHAA, a local government, like the City, is required to accommodate the disabled by making accommodations that: (a) are reasonable; (b) are necessary; and (c) afford disabled people equal opportunity to use and enjoy housing [*See id.* (citing 42 U.S.C. § 3604(f)(3)); *see also, Loren v. Sasser*, 309 F. 3d 1296, 1302 (11th Cir. 2002) (stating that an applicant has the burden of proving that a proposed accommodation is reasonable)]. The "necessary" element - *i.e.*, the FHAA provision mandating reasonable accommodations, which are necessary to afford an equal opportunity, requires the demonstration of a direct linkage between the proposed accommodation and the "equal opportunity" to be provided to the disabled person [*Bryant Woods Inn*, 124 F. 3d at 604]. This requirement has the attributes of a causation requirement and if the proposed accommodation provides no direct amelioration of a disability's effect, it cannot be necessary [*Id.*]. The "equal opportunity" requirement mandates not only the level of benefit that must be sought by a reasonable accommodation, but also provides a limitation on what is required. A strict interpretation of the "necessity" requirements of Section 3604(f)(3)(b) requires an applicant to demonstrate that the proposed accommodation is needed to provide the disabled person an equal opportunity to use and enjoy a dwelling [*See Schwarz v. City of Treasure Island*, 544 F. 3d 1201, 1225-1226 (11th Cir. 2008) (Eleventh Circuit stating that the FHAA "plainly requires the [applicants] to show that the accommodation they requested actually alleviates the effects of a disability"); *Lapid-Laurel, LLC v. Zoning Bd. of Adjustment of the Twp. of Scotch Plains*, 284 F. 3d 442, 461 (3rd Cir. 2002)]. The accommodations must address the needs created by the subject disability and if they exceed such needs, then the disabled person would receive a "better" opportunity to use and enjoy a dwelling, a preference that the language of the FHAA does not support [*Schwarz*, 544 F. 3d at 1226]. To ensure that the City is properly providing for a

reasonable accommodation to disabled persons under the ADA, the City desires to provide for a process to review an ADA request, and for an appeal process relating to any such request that is denied. The City desires to amend its Land Development Code to accommodate the procedures relating to a reasonable accommodation request.

Budgetary Impact

There is no budgetary impact from this item.

Recommendation

It is recommended that the City Commission adopt the Ordinance.

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa Cruz, ICMA-Deputy City Manager
Eleanor Norena, Director of Community Development Department

ORDINANCE NO. 2022-007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE (LDC),” PART 7, ENTITLED “CODE ADMINISTRATION”, ARTICLE 725 ENTITLED “DEFINITIONS,” TO AMEND SECTION 725-30, ENTITLED “TERMS DEFINED,” BY AMENDING THE DEFINITION OF FAMILY; AMENDING PART 1 OF THE LDC, ENTITLED “USE REGULATIONS,” ARTICLE 105, ENTITLED “USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS,” TO CREATE A NEW SECTION 105-250 ENTITLED “REASONABLE ACCOMMODATION PROCEDURES AMENDING CHAPTER 28 ENTITLED “LAND DEVELOPMENT CODE”, PART 6, ENTITLED “DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS,” ARTICLE 610, ENTITLED “PUBLIC HEARING NOTICES,” AT SECTION 610-20, ENTITLED “TABLE OF PUBLIC NOTICE REQUIREMENTS.” TO INCLUDE THE NOTICE REQUIREMENTS FOR A REASONABLE ACCOMMODATION HEARING BEFORE THE SPECIAL MAGISTRATE; AND AMENDING CHAPTER 2, ENTITLED “ADMINISTRATION;” ARTICLE IV, ENTITLED “CODE ENFORCEMENT;” SECTION 2-84, ENTITLED “POWERS OF SPECIAL MAGISTRATE,” TO AMEND THE POWERS OF THE SPECIAL MAGISTRATE TO AUTHORIZE THE SPECIAL MAGISTRATE TO HEAR APPEALS RELATING TO A REASONABLE ACCOMMODATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, federal law and federal courts interpreting federal law require cities to treat persons’ with a disability equitably, and to provide for a reasonable accommodation of disabled persons needs pursuant to the Americans with Disabilities Act (ADA); and

WHEREAS, the concept of a reasonable accommodation is one that attempts to balance a local government’s right to control land uses through neutral regulations and its duty to make reasonable accommodations for the disabled under the Fair Housing Amendments Act (“FHAA”) [*See Bryant Woods Inn, Inc. v. Howard Cnty.*, 124 F. 3d 597, 603 (4th Cir. 1997)]; and

WHEREAS, the FHAA does not, however, provide a “blanket waiver of all facially neutral zoning policies and rules, regardless of the facts . . . which would give the disabled carte blanche to determine where and how they would live regardless of zoning ordinances to the contrary” [*Id.* (internal quotation marks omitted)]; and

WHEREAS, under the FHAA, a local government, like the City, is required to accommodate the disabled by making accommodations that: (a) are reasonable; (b) are necessary; and (c) afford disabled people equal opportunity to use and enjoy housing [*See id.* (citing 42 U.S.C.

§ 3604(f)(3)); *see also, Loren v. Sasser*, 309 F. 3d 1296, 1302 (11th Cir. 2002) (stating that an applicant has the burden of proving that a proposed accommodation is reasonable)]; and

WHEREAS, the “necessary” element - *i.e.*, the FHAA provision mandating reasonable accommodations, which are necessary to afford an equal opportunity — requires the demonstration of a direct linkage between the proposed accommodation and the “equal opportunity” to be provided to the disabled person [*Bryant Woods Inn*, 124 F. 3d at 604]; and

WHEREAS, this requirement has the attributes of a causation requirement and if the proposed accommodation provides no direct amelioration of a disability’s effect, it cannot be necessary [*Id.*]; and

WHEREAS, the “equal opportunity” requirement mandates not only the level of benefit that must be sought by a reasonable accommodation, but also provides a limitation on what is required; and

WHEREAS, a strict interpretation of the “necessity” requirements of Section 3604(f)(3)(b) requires an applicant to demonstrate that the proposed accommodation is needed to provide the disabled an equal opportunity to use and enjoy a dwelling [*See Schwarz v. City of Treasure Island*, 544 F. 3d 1201, 1225-1226 (11th Cir. 2008) (Eleventh Circuit stating that the FHAA “plainly requires the [applicants] to show that the accommodation they requested actually alleviates the effects of a disability”); *Lapid-Laurel, LLC v. Zoning Bd. of Adjustment of the Twp. of Scotch Plains*, 284 F. 3d 442, 461 (3rd Cir. 2002)]; and

WHEREAS, the accommodations must address the needs created by the subject disability and if they exceed such needs, then the disabled person would receive a “better” opportunity to use and enjoy a dwelling, a preference that the language of the FHAA does not support [*Schwarz*, 544 F. 3d at 1226]; and

WHEREAS, to ensure that the City is properly providing for a reasonable accommodation to disabled persons under the ADA, City desires to provide for a process to review an ADA request, and for an appeal process relating to any such request that is denied; and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on November 17, 2021, and recommended approval of the ordinance (TX-090-21); and

WHEREAS, the City desires to amend its Land Development Code to accommodate the procedures relating to a reasonable accommodation request;

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 28 of the City Code of Ordinances, which Chapter is entitled “Land Development Code,” Part 7, Entitled “Code Administration”, Article 725, entitled “Definitions,” at Section 725-30, entitled “Terms Defined,” is amended to read as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 7 – CODE ADMINISTRATION

* * *

ARTICLE 725 – DEFINITIONS

* * *

Sec. 725-30 -Terms Defined.

* * *

Family. Any of the following living together as a single housekeeping unit in a dwelling unit: an individual; two (2) or more persons related by legal adoption, blood or a licit marriage; or a group of not more than three (3) persons who need not be related by blood or marriage; ~~or a group of persons that are disabled as defined by federal law.~~

* * *

Section 3. That Chapter 28 of the City Code of Ordinances, which Chapter is entitled “Land Development Code,” Part 1, Entitled “Use Regulations,” Article 105, Entitled “Use Regulations For Residential And Open Space Zoning Districts,” is amended to create a new section 105-250 entitled “Reasonable Accommodation Procedures” to read as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 1 – USE REGULATIONS

* * *

**ARTICLE ---105 – USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE
ZONING DISTRICTS**

* * *

Sec. 105-250 - Reasonable accommodation procedures.

(A) This section implements the policy of the City for the processing of requests for reasonable accommodation related to its ordinances, rules, policies, and procedures for persons with disabilities, or a provider of services to the disabled, as provided by the Federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131 et seq.) ("ADA"). For purposes of this section, a "disabled" individual or person is an individual who qualifies as disabled under the FHA, ADA or both. Any person who is disabled or a provider of services to the disabled qualifying for a reasonable accommodation may request a reasonable accommodation with respect to the City's land use and zoning laws, rules, policies, practices and procedures as provided by the FHA and the ADA pursuant to the procedures set out in this section. The purpose of a reasonable accommodation is to modify a specific City requirement to ensure an individual with a disability has an equal opportunity to use and enjoy a dwelling.

(B) A request by an applicant for reasonable accommodation under this section shall be made in writing by completion of an application and submittal of a written statement relating to the reasonable accommodation request, which application (and shall be submitted to) the Community Development Department (the "Department"). The reasonable accommodation statement shall contain such information and as is necessary for processing the application and submittal of a written statement related to a reasonable accommodation request. If an eligible individual needs assistance to make a request for an accommodation, the Department will provide assistance, including, but not limited to, transcribing a verbal request into a written request. The application shall be available at the Department and online on the City's website.

(C) Should the information provided by the applicant to the City include medical information or records, including records indicating the medical condition, diagnosis or medical history of the disabled individual or his/her clientele, such individual may, at the time of submitting such medical information, request that the City, to the extent allowed by law, treat such medical information as confidential information of the disabled individual or his/her clientele. The City shall thereafter endeavor to provide written notice to the disabled individual or the disabled clientele of the

applicant, representative or both, of any request received by the City for disclosure of the medical information or documentation which the disabled individual has previously requested to be treated as confidential. The City will cooperate with the applicant/ or disabled individual to the extent allowed by law, in actions initiated by such individual to oppose the disclosure of such medical information or documentation, but the City shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without prior notice to the applicant or disabled individual.

(D) When a complete reasonable accommodation application has been submitted to the Department, it will be referred to a City special magistrate who shall have the authority to consider and act on requests for reasonable accommodation, after notice and hearing in accordance with Article 610 of the Land Development Code of the City. The Department may evaluate the application and prepare a staff report to address the factors listed in subsection (E) and is authorized to recommend such conditions as may be determined to be necessary to grant a reasonable accommodation given the context of the application. The special magistrate shall consider the request form, the staff report, if applicable, and any other relevant testimony or evidence concerning the request for a reasonable accommodation.

The request for a reasonable accommodation shall be placed on the docket to be heard by the special magistrate within forty-five (45) days of receipt of the complete reasonable accommodation request form. A written determination conforming to the decision of the special magistrate shall be issued within fifteen (15) days of the completed hearing and may, in accordance with federal law:

- (1) Grant the accommodation request;
- (2) Grant a portion of the request and deny a portion of the request, or impose conditions upon the grant of the request or both; or
- (3) Deny the request, in accordance with federal law.

Any such denial shall be in writing and shall state the grounds for the denial. All written determinations shall give notice of the right to appeal. The notice of determination shall be sent to the requesting party (i.e., the disabled individual or his/her representative) by certified mail, return receipt requested.

If reasonably necessary to reach a determination on the request for reasonable accommodation, the special magistrate may, prior to the end of the meeting at which the request is considered, request additional information from the requesting party, specifying in sufficient detail what information is required. The requesting party shall have fifteen (15) days after the date of the request for additional information to provide the requested information to the Department. In the event a request for additional information is made, the Department shall have an additional (45) forty-five-day period after the receipt of the additional information to set a second hearing before the special magistrate and a written determination shall be issued within fifteen (15) days after the second hearing. If the requesting party fails to provide the requested additional information within the fifteen (15) day period, a written notice will be issued advising that the requesting party had failed to timely submit the additional information, and therefore the request for reasonable accommodation shall be deemed abandoned or withdrawn and no further action by the City with regard to the reasonable accommodation request shall be required.

(E) The written decision on a request for a reasonable accommodation made by the special magistrate shall be consistent with the FHA and ADA and based on the following factors:

(1) Whether the requesting party has established that he/she, or the individual on whose behalf the application was submitted, is protected under the FHA, ADA or both by demonstrating that the person is disabled, as defined in the FHA, ADA or both. Although the definition of disability is subject to judicial interpretation, for purposes of this section the disabled individual must show:

- a. A physical or mental impairment which substantially limits one (1) or more major life activities;
- b. A record of having such impairment; or
- c. That the person is regarded as having such impairment.

(2) Whether the requested accommodation is reasonable and necessary to afford the disabled individual an equal opportunity to use and enjoy the dwelling.

(3) Whether the requested accommodation would impose an undue financial or administrative burden on the City.

(4) Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the City.

If the special magistrate finds that the requested accommodation will impose an undue financial or administrative burden on the City or will require a fundamental alteration in the nature of the land use and zoning regulations of the City, the special magistrate may determine whether an alternative reasonable accommodation exists which would effectively meet the disability-related need. An alternative reasonable accommodation may be the requested accommodation with conditions.

(F) The City or the applicant may appeal a decision of the special magistrate to the circuit court in and for Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.

(G) There shall be no fee imposed by the City in connection with a request for reasonable accommodation under this section and the City shall have no obligation to pay a requesting party's (or an appealing party's, as applicable) attorney fees and costs in connection with the request, or an appeal. The cost of the advertisement, mailer and labels will be assessed against the applicant.

(H) While an application for reasonable accommodation, or appeal of a determination of same, is pending, the City will not enforce the subject zoning ordinance, rules, policies, and procedures against the applicant.

(I) The following general provisions shall be applicable:

(1) The City shall display a notice in the City's public notice bulletin board (and shall maintain copies available for review in the Department and the City Clerk's office), advising the public that disabled individuals or providers of services to the disabled qualifying for a reasonable accommodation may request reasonable accommodation as provided in this Section.

(2) A disabled individual may apply for a reasonable accommodation on his/her own behalf or may be represented at all stages of the reasonable accommodation process by an attorney, legally appointed guardian, or other person designated by the disabled individual pursuant to a power of attorney.

(3) The City shall provide such assistance and accommodation as is required pursuant to FHA and ADA in connection with a disabled person's request for reasonable accommodation, including, without limitation, assistance with reading application questions, responding to questions, completing the form, filing an appeal, and appearing at a hearing, etc., to ensure the process is accessible.

(4) In the event that a reasonable accommodation is granted, the applicant shall comply with any and all applicable building and engineering permitting processes required by the Code of Ordinances and the Land Development Code of the City.

(5) A reasonable accommodation is specific to the individual with a disability and does not run with the land.

(6) A reasonable accommodation does not alter an individual's obligation to comply with other applicable federal, state, county or City requirements, rules, regulations, or laws.

Section 4. That Chapter 28 of the City Code of Ordinances, which Chapter is entitled “Land Development Code,” Entitled “Code Enforcement;” at Part 6, entitled “Development Review Procedures and Requirements,” at Article 610 entitled “Public Hearing Notices” at Section 610-2, entitled “Table of Public Notice Requirements is amended to read as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

PART 6- DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS

ARTICLE 610.-PUBLIC HEARING NOTICES

Sec. 610-20. Table of public notice requirements.

APPLICATION TYPE	REQUIRED PUBLIC HEARINGS	TIMING OF NOTICE (minimum number of days prior to public hearing that notice must be given, unless otherwise specifically provided herein)	NEWSPAPER NOTICE FORMAT (see section 610-30 for requirements)	MAIL NOTICE RADIUS	SIGN POSTING REQUIRED?	Posting at City Hall and on City Website
Administrative Appeal	City Commission	14 days	Standard Ad	Within 1,000 feet	No	5 days

Administrative variance	None	14 days prior to administrative action	Not Required	Within 1,000 feet	No	5 days
			* * *			
Variance	Planning & Zoning Board ⁽¹⁾	14 days ⁽²⁾	Standard Ad ⁽²⁾	Within 1,000 feet ⁽²⁾	Yes ⁽²⁾	5 days ⁽²⁾
Waiver of distance separation for establishments serving liquor pursuant to sec. 110-50(E)	Planning and Zoning Board	14 days	Standard Ad	Within 1,000 feet	Yes	5 days
	City Commission	10 days	Standard Ad	Within 1,000 feet	Yes	5 days
<u>Reasonable Accommodation Request</u>	<u>Special Magistrate</u>	<u>14 days</u>	<u>Standard Ad</u>	<u>Within 1,000 feet</u>	<u>Yes</u>	<u>5 days</u>

* * *

Section 5. That Chapter 2 of the City Code of Ordinances, which Chapter is entitled “Administration;” Article IV, Entitled “Code Enforcement;” at Section 2-84, entitled “Powers Of Special Magistrate,” is amended to read as follows:

CHAPTER 2 ADMINISTRATION

* * *

ARTICLE IV – CODE ENFORCEMENT

* * *

Sec. 2-84. - Powers of special magistrate.

The special magistrate shall have the power to:

- (1) Adopt rules for the conduct of hearings;
- (2) Subpoena alleged violators and witnesses to hearings. Subpoenas may be served by the police department of the municipality;
- (3) Subpoena evidence;

- (4) Take testimony under oath; ~~and~~
- (5) Issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance;
- (6) Hear requests for abatement or mitigation of fines associated with code compliance liens and may grant, reduce, abate or mitigate accrued fines subject to a lien; and
- (7) Conduct a reasonable accommodation appeal hearing pursuant to Section 105-250, of the Land Development Code.

* * *

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 in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 8. That this Ordinance shall be effective immediately upon its passage and adoption on second reading.

PASSED on first reading on January 11, 2022.

PASSED AND ADOPTED on second reading on _____, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, January 11, 2022
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: Please call a week ahead at 954-924-6805 Ext.3792 to confirm meeting location:
IF VIRTUAL: 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.
IF IN PERSON: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: **TX-090-21:** Create a "Reasonable Accommodation" Procedure (First Reading).

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE (LDC)," PART 7, ENTITLED "CODE ADMINISTRATION", ARTICLE 725 ENTITLED "DEFINITIONS," TO AMEND SECTION 725-30, ENTITLED "TERMS DEFINED," BY AMENDING THE DEFINITION OF FAMILY; AMENDING PART 1 OF THE LDC, ENTITLED "USE REGULATIONS," ARTICLE 105, ENTITLED "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS," TO CREATE A NEW SECTION 105-250 ENTITLED "REASONABLE ACCOMMODATION PROCEDURES AMENDING CHAPTER 28 ENTITLED "LAND DEVELOPMENT CODE", PART 6, ENTITLED "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS," ARTICLE 610, ENTITLED "PUBLIC HEARING NOTICES," AT SECTION 610-20, ENTITLED "TABLE OF PUBLIC NOTICE REQUIREMENTS." TO INCLUDE THE NOTICE REQUIREMENTS FOR A REASONABLE ACCOMMODATION HEARING BEFORE THE SPECIAL MAGISTRATE; AND AMENDING CHAPTER 2, ENTITLED "ADMINISTRATION;" ARTICLE IV, ENTITLED "CODE ENFORCEMENT;" SECTION 2-84, ENTITLED "POWERS OF SPECIAL MAGISTRATE," TO AMEND THE POWERS OF THE SPECIAL MAGISTRATE TO AUTHORIZE THE SPECIAL MAGISTRATE TO HEAR APPEALS RELATING TO A REASONABLE ACCOMMODATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; 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: City Wide

Project: Text amendment

Request: A recommendation in support of creating a reasonable accommodation hearing process in the City's Land Development Code, to be presented to the Special Magistrate.

Applicant: City of Dania Beach

Hearing Date & Time: January 11, 2022 at 7:00 PM

Hearing Location: Please call a week ahead at 954-924-6805 Ext. 3792 to confirm meeting location:

If Virtual: 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.

If in person: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd.

Contact Information: Corinne Lajoie, Assistant Director, AICP (954) 924-6805 Ext. 3704

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 28, ENTITLED THE “LAND DEVELOPMENT CODE”, PART 8 ENTITLED “TECHNICAL APPENDIX, ARTICLE 835, ENTITLED “TELECOMMUNICATION TOWERS AND ANTENNAS”, OF THE CITY’S CODE OF ORDINANCES, TO UPDATE THE CITY’S TELECOMMUNICATIONS ORDINANCES TO BE CONSISTENT WITH STATE AND FEDERAL LAW; CREATING STANDARDS FOR COMMUNICATIONS FACILITIES’ DESIGN, LOCATION AND COLLOCATION; ADDING CRITERIA FOR REVIEW OF TELECOMMUNICATIONS EQUIPMENT AND FACILITIES

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Telecommunications Ordinance, O-2022- Text Amendment (TX-091-21) Pertaining to Telecommunications, TX-091-21 Telecom Text amendment_First Reading_Ad



CITY OF DANIA BEACH CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: January 11, 2022

TO: Mayor and City Commissioners

FROM: Eve A. Boutsis, City Attorney **Eve A. Boutsis**
Digitally signed by Eve A. Boutsis
DN: cn=Eve A. Boutsis, o=City of Dania Beach, ou=Legal
Department, email=eboutsis@daniaschffl.gov, c=US
Date: 2022.01.03 13:08:08 -05'00'

SUBJECT: Revisions to the City's Telecommunications Ordinance

The Request

To amend and update, consistent with changes in Federal and State law, the City's telecommunications ordinance.

Background:

Between 2014 and 2021, the state has continuously revised the requirements relating to telecommunications providers, further limiting the powers of local governments to regulate this industry. Below is a list of the major federal and state laws regulating telecommunications.

In 2019, the Florida State Legislature modified Florida Statutes Section 337.401, entitled "Use of right-of-way for utilities subject to regulation; permit; fees." The state legislature has preempted municipal authority, to a great extent, as it relates to the telecommunication industry's use of municipal rights-of-way, by, amongst other things: allowing communications services providers, pass through providers and wireless infrastructure providers to be permitted in municipal rights-of-way; limiting municipal review time for most wireless facility proposals to a fourteen (14) day application completeness review; a 60 day application compliance review; authorizing antennas located on utility poles to extend ten (10) feet higher than utility pole height authorized by a municipality. The FCC's interpretation of the Federal Communications Act may authorize further modification up to an additional 10 feet. The state law also limits the permitting requirements and fees a municipality may charge (\$100.00).

Additionally, has precluded the City from negotiating and entering into franchise agreements, soliciting or requiring in-kind contributions, or obtaining certain other consideration as a condition of communications services providers' use of the public rights-of-way, all as more fully set out in Florida Statutes Section 202.24. Moreover, state law has limited the City's zoning authority relating to distance requirements, height, and other design elements with respect to

small wireless facilities occupying the rights-of-way but has not precluded all zoning authority of the City. Although the state legislature has limited the City's authority as to the placement of telecommunications equipment and poles (street furniture) in the public rights-of-way, the City needs to modify its code in order to comply with state law, ensure the demand for telecommunications services is satisfied, but, to also protect the health, safety and welfare of all who drive over, or walk over the City's public rights-of-way, to prevent possible tampering or other interference with City police and transportation equipment located on utility poles, and to avoid sidewalk obstructions, ADA compliance issues, and visibility issues, etc., due to obstruction of the public rights-of-way by street furniture (boxes, poles, etc.).

Applicable Laws Guiding Drafting of Ordinance:

(1) Federal laws relating to telecommunications:

47 USC Section 332(c)(7) – 1996 Federal Telecommunications Act (FTA): creates the Federal Shot clocks and FCC regulation of New Towers/Antennas/DAS nodes.

The FTA provides that local zoning principles are generally not affected and allows a City to regulate aesthetics. It allows a City to control the number of, height, safety issues, and concerns relating to historic areas. The FTA precludes unreasonable discrimination and precludes a city ordinance from prohibiting service (from creating a gap in service) by providers. Please note the FTA also provides for additional height for poles. For example, if the City's height limit on poles is 40 feet, federal law authorizes, by right, up to an additional 10 feet.

Health Risks cannot be considered: The 1996 FTA provides that local governments are precluded from regulation radio frequency (RF) emissions of a telecommunications facility – provided the facility complies with FCC regulations. The FCC exempts telecommunications facilities from having to demonstrate compliance with the standards if located 10 meters above ground level. The FCC does not conduct measurements of RF radiation from conventional cellular antennas sites. The FCC could reverse a zoning decision if there is any evidence showing concern over radiation as the basis, in part, for the decisions.

Shot Clocks: The FCC provides a City with (1) 90 days to review a completed application for collocation; and (2) 180 days for other completed applications. Failure to meet these "shot clock" deadlines create a legal presumption that the zoning agency "failed to act" under federal law and will give an applicant the ability to bring legal action, in an expedited process, within 30 days of the deadline having passed.

State law, as indicated above, has further limited the City's review time, which may limit the applicability of the federal shot clocks.

47 USC Section 1455(a) – a/k/a Section 6409(a) of the Middle Class Tax Relief Act: Regulates existing facilities and specifically provides: “Notwithstanding [the FTA], a local government (1) may not deny, and shall approve, any (2) eligible facilities request for a modification of an (3) existing wireless tower or base station that does not (4) substantially change the physical dimensions of such tower or base station.”

FCC Oder 14-183 (10-17-2014): This FCC order provides “clarification” on the application of the FRA and the Middle Class Tax Relief Act. The order streamlines rules on collocation and provides “categorical exclusion” from review for collocations. The order specifies that the same shot clocks for DAS ecrrinology as for towers. It provides more flexibility for DAS in Historic Districts. Further, collocation is defined broadly to allow collocation on poles and in utility/communications rights-of-way.

Florida Statues applicable to Telecommunications;

Section 337.401, Florida Statutes provides: “Local governmental entities that have jurisdiction and control of public roads are authorized to prescribe and enforce reasonable rules or regulations as to the placement and maintenance (in, under, across or over) utility or communications services lines.”

Section 337.401(3)(a), Florida Statutes provides: “In order to foster competition federal and state law require municipalities to treat providers in a nondiscriminatory and competitively neutral manner in imposing rules or regulations governing placement or maintenance of utilities in the right-of-way.” (emphasis added).

Section 337.401(3)(b), Florida Statutes provides: “Cities still retain their police power to regulate and manage municipal rights-of-way. However, the rules as to communication services “must be related to the placement and maintenance of facilities in the right-of-way, must be reasonable and nondiscriminatory, and may include only those matters necessary to manage the right-of-way.”

Section 202.20, Florida Statutes: Communications Services Tax. The City cannot charge a franchise fee and the state regulates the amount of fees for review of an application. The City can collect very nominal fees. However, the City does share in the state’s communications service tax, and obtains its proportionate share of the State tax.

Draft Ordinance:

Below is a synopsis of the material modifications proposed to the telecommunications ordinance. The intent of the ordinance specifies that anyone seeking to place or maintain communications facilities in the right-of-way must comply with the ordinance.

The definitions section of the Code is updated. Definitions are added for various roadways, communication facility providers, pass-through providers, repurposed structures, stealth design and wireless service. The draft ordinance contemplates a one-to-one swap out of light poles so that the City does not experience any additional street furniture being placed in the right-of-

way. In 2018, the State began requiring, if a city has allowed a communications box in the right-of-way, (usually a 6' by 6' by 5' box) that often holds the electrical connections, a generator, and the brain of a telecommunications facility will be required to allow up to an additional four boxes, without a public hearing or any ability to object to the boxes installation. To avoid all these additional boxes and clutter on the street, the one-to one swap should alleviate the problem. The draft ordinance includes all the fee limits, and timetables required under Florida Law (Section 337.401, Florida Statutes).

All providers are required to register to place or maintain communications facilities in the public right-of-way and they are to annually update the City on all equipment in the City's right-of-way. All providers are to provide notice to the City of any transfer, sale or assignment of assets that are located in the City's rights-of-way.

The City requires specific information to be provided as part of the application process, including the proposed location of the equipment, the size of the equipment to be installed, proof that collocation cannot occur (although state law no longer requires collocation, so, it is more difficult to require collocation), and safeguards for the city as to aesthetics, safety, and efficient management of the City's rights-of-way. In 2018, the state changed the law to preclude the ability for a City to require a distance separation between communication facilities. All providers must comply with the Americans with Disabilities Act and the Florida Building Code. Additionally, the state precluded a City from requiring a public for small cell communications facilities. Small cells are the smaller equipment installed on poles that support cellular services.

The ordinance also includes provisions relating to the suspension of permits, appeal processes, involuntary termination of registration, existing communication facilities in the rights-of-way, insurance, indemnification, construction bonds, and enforcement of remedies, abandonment of a communications facility, force majeure, reservation of rights and remedies, removal of obsolete equipment, establishment of the rate of the communications services tax.

The ordinance establishes a maximum of 25 feet of height for street furniture (poles), so that a telecommunications provers does not attempt to put in a 60 foot or higher pole, in the City's right -of-way.

The City's regulations within the Land Development Code relating to the installation of large towers or antennas remains predominantly intact. The modifications relate to – changing the section numbers due to all the new provisions in the code; removing lattice construction as it is not aesthetically pleasing; requiring annual review of the structure to make sure they are safe and not a danger; and enhanced landscaping requirements.

Budgetary Impact

There is no budgetary impact to this item.

Recommendation

It is recommended that the City Commission approve this Ordinance on first reading and schedule second reading.

EAB/la

cc: Ana M. Garcia, ICMA-CM, City Manager
Candido Sosa-Cruz, Deputy City Manager
Thomas Schneider, City Clerk

ORDINANCE NO. 2022-008

AN ORDINANCE OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED THE “LAND DEVELOPMENT CODE”, PART 8 ENTITLED “TECHNICAL APPENDIX, ARTICLE 835, ENTITLED “TELECOMMUNICATION TOWERS AND ANTENNAS”, OF THE CITY’S CODE OF ORDINANCES, TO UPDATE THE CITY’S TELECOMMUNICATIONS ORDINANCES TO BE CONSISTENT WITH STATE AND FEDERAL LAW; CREATING STANDARDS FOR COMMUNICATIONS FACILITIES’ DESIGN, LOCATION AND COLLOCATION; ADDING CRITERIA FOR REVIEW OF TELECOMMUNICATIONS EQUIPMENT AND FACILITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to update its ordinance relating to telecommunications to ensure compliance with state and federal law; and

WHEREAS, the City Commission wishes to amend the existing sections of the Code of Ordinances to ensure compliance; and

WHEREAS, the provision of telecommunications services to residents of and visitors to the City of Dania Beach (“City”) is both an important amenity and often a necessity of public and private life in the City; and

WHEREAS, the demand for telecommunications services has grown exponentially in recent years, requiring the continual upgrading of telecommunications equipment and services to satisfy such demand; and

WHEREAS, in 2019, the Florida State Legislature modified Florida Statutes Section 337.401, entitled “Use of right-of-way for utilities subject to regulation; permit; fees;” and

WHEREAS, the state legislature has preempted municipal authority, to a great extent, as it relates to the telecommunication industry’s use of municipal rights-of-way, by, amongst other things: allowing communications services providers, pass through providers and wireless infrastructure providers to be permitted in municipal rights-of-way; limiting municipal review time for most wireless facility proposals to a fourteen (14) day application completeness review; a 60 day application compliance review; authorizing antennas located on utility poles to extend ten (10) feet higher than utility pole height authorized by a municipality (Note, however, that the FCC’s interpretation of the Federal Communications Act may authorize further modification up to an

additional 10 feet); and limiting the permitting requirements and fees a municipality may charge (\$100.00);ⁱ and

WHEREAS, the state has precluded the City from negotiating and entering into franchise agreements, soliciting or requiring in-kind contributions, or obtaining certain other consideration as a condition of communications services providers' use of the public rights-of-way, all as more fully set out in Florida Statutes Section 202.24;ⁱⁱ and

WHEREAS, state law has limited the City's zoning authority relating to distance requirements,ⁱⁱⁱ height,^{iv} and other design elements with respect to small wireless facilities occupying the rights-of-way, but has not precluded all zoning authority of the City; and

WHEREAS, the City categorizes utility poles, the equipment enclosures, and other structures placed in the rights-of-way for telecommunications and other utility uses as "street furniture;"

WHEREAS, although the state legislature has limited the City's authority as to the placement of telecommunications equipment and poles (street furniture) in the public rights-of-way, the City needs to modify its code in order to comply with state law, ensure the demand for telecommunications services is satisfied, but, to also protect the health, safety and welfare of all who drive over, or walk over the City's public rights-of-way, to prevent possible tampering or other interference with City police and transportation equipment located on utility poles, and to avoid sidewalk obstructions, ADA compliance issues, and visibility issues, etc., due to obstruction of the public rights-of-way by street furniture; and

WHEREAS, the City desires to continue to regulate towers placed on private property, consistent with the requirements of the City's Land Development Regulations; and

WHEREAS, the City has reviewed its ordinances and has concluded that the Code of Ordinances must be updated to be consistent with state law; and

WHEREAS, the City Planning and Zoning Board, sitting as the Local Planning Agency, held a duly advertised public hearing on November 17, 2021, and recommended approval of the ordinance (TX-091-21); and

WHEREAS, adoption of the following amendments to Article 835 of the LDC are necessary to satisfy the above objectives;

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 28, entitled “Land Development Code” (“LDC”), Part 8 entitled “Technical Appendix, at Article 835, entitled “Telecommunication Towers and Antennas”, of the City’s Code of Ordinances regulates telecommunication towers and antennas is amended to read as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 8 – TECHNICAL APPENDIX

ARTICLE 835. – TELECOMMUNICATIONS TOWERS, WIRELESS SUPPORT STRUCTURES, AND ANTENNAS

Sec. 835-10. - Intent.

It is the intent of the City to promote the public health, safety and general welfare by: providing for the placement and maintenance of communications facilities in the public rights-of-way within the City; adopting and administering reasonable regulations not inconsistent with state and federal law, including, but not limited to, Florida Statutes § 337.401, 47 USC § 1455(a) and Orders issued by the FCC, as they may be amended from time to time, the City's home-rule authority, and in accordance with the provisions of the Communications Act of 1934, as amended, and other federal and state law; establishing reasonable rules and regulations necessary to manage the placement or maintenance of communications facilities in the public rights-of-way by communications services providers; and minimizing disruption to the public rights-of-way. In regulating its public rights-of-way, the City shall be governed by and shall comply with all applicable federal and state laws.

Persons seeking to place or maintain communications facilities on private property or property owned, leased, or controlled by the City, including rights-of-way shall comply with the provisions of the LDC. Persons seeking to place or maintain communications facilities in the public rights-of-way also shall comply with the provisions of this Article.

The regulation of towers and antennas in this Article is intended to:

- (a) Promote the health, safety and general welfare of the citizens and residents, the traveling public, and other persons by regulating the siting of ~~telecommunication~~ towers;
- (b) Provide for the appropriate location and use of ~~telecommunication~~-towers and antennas within the City;
- (c) Minimize adverse visual effects of ~~telecommunication~~-towers and antennas through careful design, siting, landscape screening and innovative camouflaging techniques;

- (d) Avoid potential damage to adjacent properties from tower failure through engineering and careful siting of tower structures;
- (e) Protect residential areas and land uses from potential adverse impacts of ~~telecommunication~~ towers and antennas by maximizing use of any new or existing ~~telecommunication~~ towers through shared use (i.e., collocation) to reduce the number of towers needed;
- (f) ~~Recognize that telecommunication services are a nonessential public service and telecommunication towers and antennas will only be permitted where there is a demonstrated need;~~
- (g)G) Use of public property shall be given the highest priority in siting ~~telecommunication~~ towers and antennas; and
- (h) Authorize collocation, when authorized under state and federal law.
- (H) ~~Co-location shall be fully considered and treated as an important factor included in the consideration of applications to locate new telecommunication towers or antennas.~~

Sec. 835-20. - Definitions.

For purposes of this Article, the following terms, phrases, words and their derivations shall have the meanings given. Where not inconsistent with the context, 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 words "shall" and "will" are mandatory, and "may" is permissive. Words not otherwise defined shall be construed to mean the common and ordinary meaning.

Abandonment shall mean the permanent cessation of the use of a communications facility, provided that this term shall not include cessation of all use of a facility within a physical structure where the physical structure continues to be used. By way of example, and not limitation, cessation of all use of a cable within a conduit, where the conduit continues to be used, shall not be "abandonment" of a facility in public rights-of-way. It may also mean the discontinued use of obsolete technology in favor of new technology, which would require the removal of the discontinued, abandoned technology.

Antenna. A transmitting or receiving device used for wireless communication services that radiates or captures electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunication signals or other communication signals, including directional antennas, such as panel and microwave dish antennas, and omni-directional antennas and satellite earth stations. An antenna shall include communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.^v

Applicable codes have its ordinary meaning; provided however that the definition of applicable codes set out in this Article shall apply to applications for small wireless facilities made pursuant to Section 835-60.^{vi}

Applicant shall mean any person filing an application; provided however that the definition of applicant set out in Section 835-60(a)(2) of this Article shall apply to applications for small wireless facilities made pursuant to Section 835-60.

Application shall mean any request by a person for issuance of a registration, permit or other authorization from the City; provided however that the definition of application set out in Section 835-60(a)(3) of this Article shall apply to requests for authorizations for small wireless facilities made pursuant to Section 835-60.

Arterial roadway shall mean any street or roadway that constitutes the highest degree of mobility at the highest speed, for long, uninterrupted travel, and constitutes the largest proportion of total travel as per the Federal Functional Classification Map maintained by the State of Florida Department of Transportation District Four Office, as amended.

Authority shall mean the county or City having jurisdiction and control of the rights-of way of any public road, in this case, the City of Dania Beach, Florida. The term does not include the Florida Department of Transportation, which is excluded from the requirements of Florida Statutes Section 337.401(7).^{vii}

Authority utility pole shall mean a utility pole owned by the City in the right-of-way. The term does not include a utility pole owned by a City electric utility, or a utility pole used to support municipally owned or operated electric distribution facilities.^{viii}

City shall mean the City of Dania Beach, Florida.

Collector roadway shall mean any street or roadway that provides a mix of mobility and land access functions, linking major land uses to each other or to the arterial highway system as per the Federal Functional Classification Map maintained by the State of Florida Department of Transportation District Four Office, as amended.

Collocation or collocate shall mean to install, mount, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does not include the installation of a new utility pole or wireless support structure in the public rights-of-way.^{ix}

Communications facility shall mean a facility that may be used to provide communications services, as per Florida Statutes Section 337.401, as amended. Multiple cables, conduits, strands, or fibers located within the same conduit shall be considered one communications facility.^x For avoidance of doubt, the utility poles, wireless support structures, wireline backhaul facilities, cables and other structures and equipment explicitly excluded from the definition of “wireless facility” are communications facilities which require either a permit or a specific exemption from permitting before they may be placed or maintained in the public rights-of-way.

Communications services shall mean the transmission, conveyance or routing of voice, data, audio, video, or any other information or signals, including video services, to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance, as per Florida Statutes § 202.11, as amended. The term includes such transmission, conveyance, or routing in which computer processing applications are used to act on the form, code, or protocol of the content for purposes of transmission, conveyance, or routing

without regard to whether such service is referred to as voice-over-Internet-protocol services or is classified by the Federal Communications Commission as enhanced or value-added. The term does not include:

- (1) Information services.
- (2) Installation or maintenance of wiring or equipment on a customer's premises.
- (3) The sale or rental of tangible personal property.
- (4) The sale of advertising, including, but not limited to, directory advertising.
- (5) Bad check charges.
- (6) Late payment charges.
- (7) Billing and collection services.
- (8) Internet access service, electronic mail service, electronic bulletin board service, or similar on-line computer services.

Communications services provider shall mean a person (other than a communications facility provider or a pass-through provider) as that term is used in Florida Statutes § 337.401, as amended.

Communications services tax shall mean the local communications services tax authorized to be levied and collected by counties and municipalities, upon charges for communications services, pursuant to Florida Statutes § 202.20, as amended.

Existing structure shall mean a structure that exists at the time an application for permission to place antennas on the structure is filed with the City. The term includes any structure that can structurally support the attachment of antennas in compliance with the applicable codes.

FCC shall mean the Federal Communications Commission.

Guyed tower. A telecommunication tower that is supported, in whole or in part, by guy wires and ground anchors.

In public rights-of-way or in the public rights-of-way shall mean in, on, over, under or across the public rights-of-way.

Make-ready work means a process by which existing attachments on a utility pole must be rearranged so that the utility pole can be made ready to accommodate new attachments, which may include replacing a pole with a repurposed structure.^{xi}

Micro wireless facility shall mean a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.^{xii}

Microwave. A dish-like antenna used to link wireless communication services sites together by wireless transmission of voice or data.

Monopole tower. A telecommunication tower consisting of a single pole or spire self-supported by a permanent foundation and constructed without guy wires and ground anchors.

Panel antenna. An array of antennas designed to concentrate a radio signal in a particular area.

Pass-through provider shall mean any person who places or maintains a communications facility in the roads or rights-of-way of a municipality or county that levies a tax pursuant to Florida Statutes Chapter 202 and who does not remit taxes imposed by that municipality or county pursuant to Florida Statutes Chapter 202 and Section 337.401.^{xiii}

Permit shall include, but not be limited to, Dania Beach public right-of-way permits whether issued by the City Commission, the Planning & Zoning Board or staff issued.

Person shall include any individual, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, organization or legal entity of any kind, successor, assignee, transferee, personal representative, and all other groups or combinations, and shall include the City to the extent the City acts as a communications services provider.

Place or maintain or placement or maintenance or placing or maintaining shall mean to erect, construct, install, maintain, place, repair, extend, expand, remove, occupy, locate or relocate an item. A person that owns or exercises physical control over a communications facility in public rights-of-way, such as the physical control to install, remove, maintain or repair, is "placing or maintaining" that communications facility. Additionally, when a communications facility in the public rights-of-way uses FCC licensed spectrum to provide communications services, the FCC licensee [or, in the case of licenses subject to long term de facto spectrum leases, the lessee of the licensed spectrum] of the communications facility is "placing or maintaining" that communications facility.^{xiv}

Public rights-of-way shall mean a public right-of-way, highway, street, bridge, tunnel or alley for which the City is the authority that has jurisdiction and control and may lawfully grant access to pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface. "Public rights-of-way" shall not include private property or easements over private property. "Public rights-of-way" shall not include any real or personal City property except as described above and shall not include City buildings, fixtures, poles, conduits, facilities or other structures or improvements, regardless of whether they are situated in the public rights-of-way.

Registrant shall mean a communications services provider that has registered with the City in accordance with the provisions of Section 835-40 of this Article and holds an effective registration.

Registration or register shall mean the process described in this Article by which a communication services provider, communications facility provider or pass-through provider provides certain information to the City.

Repurposed Structure shall mean an Existing Structure owned by the City that has been renovated, reconfigured, or replaced with a similar structure so as to continue serving its existing

purpose while also supporting the attachment of communication facilities or antennas through Stealth Design that is approximately in the same location as the Existing Structure and in such a manner that does not result in a net increase in the number of structures located within the public right-of-way, which be installed as directed by the City Public Services Department Director and does not interfere with pedestrian or vehicular access, is compliant with the Americans with Disabilities Act, Florida Building Code, and Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, as same may be amended from time to time. By way of illustration only, where a light pole existing within the public right of way is removed and is replaced with a new light pole that is substantially similar to the old light pole but now supports the attachment or integration of communication facilities, the new light pole shall be considered a "repurposed structure."

Unless stated otherwise, all references to "communications facilities" or "wireless facilities" shall also apply to repurposed structures. To "repurpose an existing structure" shall mean the act of renovating, reconfiguring, or replacing an Existing Structure as described above. The provider that later removes a repurposed structure shall reinstall a new light pole, utility pole or other applicable structure in the rights-of-way, at the direction of the City. During the life of the use of the repurposed structure (a) the City shall hold title to the repurposed structure, (b) the City shall pay all costs associated with the maintenance and operation of City facilities located on the repurposed structure, and (c) the communications services provider or wireless infrastructure provider proposing the repurposed structure shall pay all costs associated with the maintenance and operation of its facilities located on the repurposed structure, including without limitation the cost of electric power for its facilities. A communications services provider or wireless infrastructure provider proposing to repurpose an Existing Structure owned by the City may propose to own and operate the repurposed structure and to pay all costs associated with the ownership and operation of the repurposed structure, including the costs associated with the City's equipment located on the repurposed structure and, if such a proposal is accepted by the City, title to the repurposed structure shall be conveyed to the communications services provider or wireless infrastructure provider; provided however no such conveyance shall convey any right, title, or interest in any portion of the public rights-of-way.

Small wireless facility shall mean a wireless facility that meets the following qualifications:

- (a) Each antenna associated with the facility is located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than six (6) cubic feet in volume; and
- (b) All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.^{xv}

Smart City technology shall mean the use of various types of electronic data collection sensors to supply information to manage City assets and resources efficiently. This includes data from citizens, devices and assets that is processed and analyzed to monitor and manage traffic and transportation systems, power plants, water supply networks, waste management, law enforcement, information systems, schools, libraries, hospitals, and other community services. “Smart City” technology integrates information and communication technology and various physical devices into a network to optimize the efficiency of City operations and services and to connect to citizens.

Smart City initiative means the present and future plans of the City of Dania Beach to implement smart City technology through equipment installed in the rights-of-way.

Stealth design shall mean a method of camouflaging any tower, antenna or other communications facility, including, but not limited to, supporting electrical or mechanical equipment, which is designed to enhance compatibility with adjacent land uses and be as visually unobtrusive as possible. Stealth design may include a repurposed structure, or portion of a repurposed structure (i.e.: repurposed light pole, or repurposed light on a pole).

~~Self-support/lattice tower. A communication telecommunication tower that is constructed without guy wires and ground anchors.~~

Tower shall mean any structure designed solely or primarily to support a communications facility’s antennas.^{xvi}

Utility pole shall mean a pole or similar structure that is used in whole or in part to provide communications services or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure fifteen (15) feet in height or less unless the City grants a waiver for such pole. The term does not include a “wireless support structure,” such as a tower or monopole.^{xvii}

Wireless facility shall mean a type of communications facility comprised of equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities. The term does not include:

- (a) The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;
- (b) Wireline backhaul facilities; or
- (c) Coaxial or fiber optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.^{xviii}

Wireless infrastructure provider shall mean a person who has been certified to provide telecommunications service in the state and who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless services provider.^{xix}

Wireless provider shall mean a wireless infrastructure provider or a wireless services provider.^{xx}

Wireless services shall mean any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.^{xxi}

Wireless services provider shall mean a person who provides wireless services.^{xxii} A wireless services provider is a type of communications services provider.

Wireless support structure shall mean a freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a utility pole.^{xxiii}

~~Antenna. A transmitting or receiving device used for wireless communication services that radiates or captures electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunication signals or other communication signals, including directional antennas, such as panel and microwave dish antennas, and omni-directional antennas and satellite earth stations.~~

~~FAA. The Federal Aviation Administration.~~

~~FCC. The Federal Communications Commission.~~

~~Guyed tower. A telecommunication tower that is supported, in whole or in part, by guy wires and ground anchors.~~

~~Microwave. A dish-like antenna used to link wireless communication services sites together by wireless transmission of voice or data.~~

~~Monopole tower. A telecommunication tower consisting of a single pole or spire self-supported by a permanent foundation, and constructed without guy wires and ground anchors.~~

~~Panel antenna. An array of antennas designed to concentrate a radio signal in a particular area.~~

~~Self-support/lattice tower. A telecommunication tower that is constructed without guy wires and ground anchors.~~

~~Stealth facility. Any telecommunication facility which is designed to blend into the surrounding environment. Examples of stealth facilities include architecturally screened roof-mounted antennas, antennas integrated into architectural elements, and telecommunication towers designed to look like light poles, power poles or trees.~~

~~Telecommunication tower. A guyed, monopole or self-support/lattice tower, constructed as a freestanding structure, containing one or more antennas intended to be used for personal wireless services, telephone, radio or a similar communication service. The term includes, but is not limited~~

~~to, radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers and stealth towers. The term does not include a tower that provides only open video services.~~

Sec. 835-30. – Registration for placing or maintaining communications facilities in public rights-of-way.

Proof of a current valid registration under this Section shall be included in any administratively reviewed application.^{xxiv}

(a) A communications services provider, wireless infrastructure provider, or pass-through provider that desires to place or maintain a communications facility in public rights-of-way in the City shall first register with the City in accordance with this Article. This Article provides no right of access to the public rights-of-way for persons other than communications services providers or wireless infrastructure providers. Subject to the terms, conditions and limitations prescribed in this Article, a registrant may place or maintain a communications facility in public rights-of-way after registration, review and permitting, and as may be subject to the exemptions as set forth in Florida Statutes Section 337.401(7)(e).^{xxv}

(b) A registration shall not convey any title, equitable or legal, to the registrant in the public rights-of-way.^{xxvi} Tangible personal property placed in the public rights-of-way pursuant to this Article shall retain its character as tangible personal property and shall not be regarded as real property, fixtures or mixed property. Registration under this Article governs only the placement or maintenance of communications facilities in public rights-of-way. Other ordinances, codes or regulations may apply to the placement or maintenance in the public rights-of-way of facilities that are not communications facilities. A registrant seeking to place or maintain facilities in the public rights-of-way for the purpose of providing services other than communications service must obtain all additional and separate authorizations from the City as may be required by applicable law. Registration does not excuse a registrant from obtaining appropriate access or pole attachment agreements before locating its facilities on the City's or another person's facilities. Registration does not excuse a registrant from complying with all applicable City ordinances, codes or regulations, including this Article.

(c) Each communications services provider, wireless infrastructure provider, or pass-through provider that desires to place or maintain a communications facility in public rights-of-way in the City shall file a single application for registration with the City which shall include the following information:^{xxvii}

- (1) Name of the registrant;
- (2) Name, address and telephone number of the registrant's primary contact person in connection with the registration, and the person to contact in case of an emergency;
- (3) The type of communications services that the registrant provides or intends to provide within the City (if more than one, state all that apply), or, if none, indicate that the registrant is a wireless infrastructure provider or a pass-through provider, as the case may be, and whether the registrant currently remits or intends to remit the communications service tax authorized in Florida Statutes Chapter 202.

(4) Evidence of the insurance coverage required under this Article; or proof of self-insured status adequate to defend and cover claims;

(5) An acknowledgment that registrant has received and reviewed a copy of this Article, which acknowledgment shall not be deemed an agreement;

(6) Proof of authority to do business in the State of Florida, including the corporate certification identification number; and

(7) The number of the registrant's certificate of authorization or license to provide communications services issued by the Florida Public Service Commission, or the FCC. A registrant proposing to place or maintain a wireless facility operating on spectrum licensed by the FCC shall supply the file number of the FCC license authorizing such wireless service within ten (10) days of a request from the City Manager or the City Manager's designee.

(d) Registration application fees: no registration application fees shall be imposed for registration under this Article.

(e) The City shall review the information submitted by the registrant. Such review shall be by the City Manager, or his or her designee. If the application provides all information in accordance with subsection (c) above and is otherwise in compliance with the requirements of this Article, the registration shall be effective and the City shall notify the registrant of the effectiveness of registration in writing. If the City determines that the application omits information required by subsection (c) above or that the application otherwise fails to comply with the requirements of this Article, the City shall notify the registrant of the non-effectiveness of registration, and reasons for the non-effectiveness, in writing. The City shall so reply to a registrant within 30 days after receipt of the registration application from the registrant. Non-effectiveness of registration shall not preclude a registrant from filing subsequent applications for registration under the provisions of this Section. A registrant has thirty (30) days after receipt of a notice of non-effectiveness of registration to appeal the decision as provided in Section 835-80 of this Article.

(f) A registrant may cancel a registration upon written notice to the City stating that it will no longer place or maintain any communications facilities in public rights-of-way within the City and will no longer need to obtain permits to perform work in public rights-of-way. A registrant is precluded from cancelling a registration if the registrant continues to place or maintain any communications facilities in public rights-of-way.

(g) Registration does not in and of itself establish a right to place or maintain or priority for the placement or maintenance of a communications facility in public rights-of-way within the City but shall establish for the registrant a right to apply for a permit.^{xxviii} To the extent that any person or registrant (a "third -party beneficiary") leases or otherwise uses communications facilities which a different person or registrant (a "third party") places or maintains in the public rights-of-way, such third-party beneficiary shall make no claim nor assert any right which will impede the lawful exercise of the City's rights vis-à-vis the third-party or the third-party's facilities, including the City's right to require removal of such third-party's facilities from the public rights-of-way. This limitation on the rights of third-party beneficiaries shall apply regardless of the effect on the third-party beneficiary's ability to place or maintain its own communications facilities in the public rights-of-way. Registrations are expressly subject to any future amendment to or replacement of

this Article and further subject to any additional City ordinances, as well as any state or federal laws that may be enacted from time to time.

(h) Registrant shall apply to renew its registration with the City each year, on or before October 1st. Any such registration renewal application shall be governed by the requirements of Subsections (c) and (e), above. Within thirty (30) days of any change in the information required to be submitted pursuant to subsection (c) above, registrant shall provide updated information to the City. Failure to renew a registration may result in the City restricting the issuance of additional permits until the lapsed registrant has complied with the registration requirements of this Article.

(i) In accordance with applicable City ordinances, codes or regulations, and subject to applicable statutory limitations, a permit is required of a registrant that desires to place, maintain or modify a communications facility in public rights-of-way.^{xxix} An effective registration shall be a condition precedent obtaining approval of a permit. Notwithstanding an effective registration, all permitting requirements of the City shall apply. A permit may be obtained by or on behalf of a registrant having an effective registration if all permitting requirements are met.

(j) All applications filed pursuant to this Article, including without limitation applications for registration and applications for permits, shall be filed in the name of the real party in interest. Applications, amendments to applications, and responses to written inquiries from the City pertaining to applications shall all be in writing and shall be signed by the applicant. The signature of a person on an application, amendment or response to a City inquiry constitutes a certification to the effect that the person has read the document and that it is true, correct and complete to the best of the signatory's knowledge after reasonable inquiry. If the City adopts a written or electronic form for an application, the application shall be submitted on that form and shall include all applicable information and exhibits required by that form. Failure to prosecute an application shall be cause for dismissal of that application, without further consideration. Batch-filed requests for permitting multiple communications facilities which are bundled into a single application are subject to dismissal if a registrant fails to prosecute any individual request for a communications facility included in the application. For avoidance of doubt, failure of an applicant to respond in a timely fashion to official correspondence or to any official request for additional information, will be cause for dismissal of its application for failure to prosecute.^{xxx}

(k) In any matter pertaining to an application, neither the applicant, nor any person acting on behalf of the applicant, shall:

- (1) In any written or oral statement of fact, intentionally provide material factual information that is incorrect or intentionally omit material information that is necessary to prevent any material factual statement that is made from being incorrect or misleading; and
- (2) In any written statement of fact, provide material factual information that is incorrect or omit material information that is necessary to prevent any material factual statement that is made from being incorrect or misleading without a reasonable basis for believing that any such material factual statement is correct and not misleading.^{xxxi}

Sec. 835-40 Transfer, sale, or assignment or hypothecation of assets in public rights-of-way.

(a) A registrant shall not transfer, sell or assign all or any portion of its assets located in public rights-of-way except to a person holding a valid registration issued pursuant to Section 835-30. A registrant placing or maintaining in the public rights-of-way a facility operating on spectrum licensed by the FCC shall deliver a copy of any filing with respect to the FCC license pursuant to 47 U.S.C. §310(d) to the City Manager, with a copy to the City Attorney, within ten (10) days of tendering the filing with the FCC. Written notice of the consummation of any such transfer, sale or assignment of assets, along with assignee/transferee's signed and sworn certification of its compliance with the requirements of this Article, shall be provided by such registrant to the City within 30 days after the effective closing date of the transfer, sale or assignment. If permit applications are pending in the name of the transferor/assignor, the transferee/assignee shall notify the City Manager that the transferee/assignee is the new registrant.

(b) Subject to this Article and applicable law, pledges in trust or mortgages of the registrant may be made to any person with notice to the City. No security interests, liens, pledges, hypothecations or encumbrances of any kind shall apply to public rights-of-way or City property as a result of the placement or maintenance of a registrant's facilities in the public rights-of-way or upon an authorized utility pole. Any mortgage, pledge, hypothecation, lease, lien or other encumbrance on a registrant's facilities placed or maintained in the public rights-of-way shall be subject and subordinate to the rights of the City under this Article and applicable law. In the event any security interests, liens, pledges, hypothecations or other encumbrances are created which violate the requirements of this subsection, the registrant shall discharge all such interests, liens and encumbrances at its expense within ten (10) days of receiving notice, or the City may discharge such interests, liens and encumbrances, and charge the costs, plus reasonable attorney's fees to the registrant.

(c) Violation of the requirements of this Section 835-40 will subject the registrant to a fine of up to \$500.00. Each day the registrant fails to comply shall constitute a separate violation. The City does not claim the right to approve or deny registrants' asset transfers or assignments to communications services providers or wireless infrastructure providers authorized to place or maintain at least one communications facility within the public rights-of-way, and the failure to comply with this Section does not void any such asset transfer or assignment. The City reserves the right to exclude persons other than communications services providers and wireless infrastructure providers from its rights of way. Transfers or assignments of a communications facility to persons other than a communications services provider or a wireless infrastructure provider who will place or maintain at least one communications facility within the public rights-of-way require compliance with this Section to ensure continued use of the public rights-of-way.

Sec. 835-50. Placement or maintenance of a communications facility in public rights-of-way.

Unless included in Section 835-60(a)(1), the provisions of this Section do not apply to small wireless facilities.

(a) A registrant shall at all times comply with and abide by all applicable provisions of the state and federal law and City ordinances, codes and regulations in placing, maintaining or modifying a communications facility in public rights-of-way.

(b) A registrant shall not commence to place, maintain or modify a communications facility, including without limitation a wireless facility, in public rights-of-way until all applicable permits, if any, have been issued by the City or other appropriate authority; provided, however, in the case of an emergency, a registrant may restore its damaged facilities in the right-of-way to their pre-emergency condition or replace its destroyed facilities in the rights-of-way with facilities of the same size, character and quality, all without first applying for or receiving a permit. The term "emergency" shall mean a condition that affects the public's health, safety or welfare, which includes an unplanned out-of-service condition of a pre-existing service. The registrant shall provide prompt notice to the City of the repair or replacement of a communications facility in public rights-of-way in the event of an emergency and shall be required to obtain an after-the-fact permit if a permit would have originally been required to perform the work undertaken in the public rights-of-way in connection with the emergency. Registrant acknowledges that as a condition of granting permits, the City may impose reasonable rules or regulations governing the placement or maintenance of a communications facility, including without limitation, a wireless facility, in public rights-of-way. Permits shall apply only to the areas of public rights-of-way specifically identified in the permit. The City may issue a blanket permit to cover certain activities, such as routine maintenance and repair activities, that may otherwise require individual permits. The City may not require approval or require fees or other charges for (1) routine maintenance; (2) replacement of existing wireless facilities with wireless facilities that are substantially similar or of the same or smaller size; or (3) installation, placement maintenance or replacement of micro wireless facilities that are suspended on cables strung between existing utility poles in compliance with applicable codes by or for a communications services provider authorized to occupy the rights-of-way and who is remitting taxes under Florida Statutes Chapter 202; provided however that prior to engaging in any such activity, a registrant shall provide the City written notification (via email to the Director of the Pubic Services Department) of its intention to engage in specific permit-exempt activities including: (x) a description of any equipment to be installed in or removed from the public rights-of-way and (y) the equipment's location in a format required for inclusion in the City's GIS database and (z) a demonstration that each proposed activity is exempt from the requirement of obtaining a permit; and provided further that the City shall require a right-of-way permit for any otherwise-permit-exempt activity that involves excavation, closure of a sidewalk or closure of a vehicle lane.^{xxxii}

Occupation of the right-of-way by registrants is subject to City policies strongly favoring the strengthening of utility infrastructure, in particular as it relates to flooding and hurricane related events. Subject to any applicable regulatory approval and to the extent allowable under applicable law, registrants shall be required to periodically propose and implement an infrastructure hardening plan for registrant's communications facilities within the City's rights of way.

(c) As part of any permit application to place a new, or to modify or replace an existing, communications facility in public rights-of-way, the registrant shall provide the following:

(1) The location of the proposed facilities, including a description of the facilities to be installed, where the facilities are to be located, and the approximate size of the facilities that will be located in public rights-of-way in compliance with the dimension requirements set out in this Article.^{xxxiii} The location specified in the application must be the actual location where registrant intends to construct the proposed communications facility and shall not include contingent or alternative locations. Applications containing contingent or alternative locations will be denied or dismissed and returned to registrant without further consideration.

(2) With respect to proposals to locate a new utility pole or wireless support structure or to replace an existing utility pole or wireless support structure in the right-of-way, engineering documentation demonstrating: (i) how the proposed utility pole or wireless support structure can accommodate multiple jointly-located wireless facilities;^{xxxiv} (ii) why the City's interest in safe, aesthetic, efficient and effective management of the public rights-of-way is better served by the proposed utility pole or wireless support structure than by a communications facility that could accommodate multiple jointly-located wireless facilities; (iii) why a repurposed structure is not better suited to or feasible for the site or (iv) why the proposed construction is exempt from the requirements of subsections (i)-(iii), above.

(3) A description of the manner in which the facility will be installed (i.e., anticipated construction methods or techniques). The City shall require a construction bond to cover the cost of the proper repair of the right-of-way due to any digging, dredging, paving, laying of cable or fiber-optics in the rights-of-way. All registrants shall comply with Broward County's Manual standards for repair of the sidewalks, or streets, and shall refrain from any activity causing a risk to pedestrians and vehicles due to improper repair. The City shall determine the amount of the bond and the City shall be named the beneficiary of the bond should the scope of the work covered by the bond not be properly completed. All work shall require either a construction bond or escrow agreement (for work after the fact) to cover the scope of work relating to restoration or replacement of the City's sidewalks, electrical connections, and paving. The specifics for the construction bond are located in Section 835.130, of this Article.^{xxxv}

(4) A maintenance of traffic plan for any disruption of the public rights-of-way.

(5) For purposes of assessing impact on right of way resources, the following will be evaluated: what are the effects on historic contributing structures or residential structures; what is the potential for the applicant to include multiple wireless facilities or repurposed structures; what information is provided by the applicant on the ability of the public rights-of-way to accommodate the proposed

facility, including both information that identifies all above-ground ground structures (including light poles, power poles, equipment boxes and antennas), currently existing in the public rights-of-way in the City within a fifty (50) foot radius of the proposed facility and information that identifies all below-ground structures currently existing in the public rights-of-way in the City within a fifty foot (50') radius of the proposed facility, if available (such information may be provided without certification as to correctness, to the extent obtained from other registrants with facilities in the public rights-of-way). However, if the City administrative staff determines that it (1) better serves the City's interests in safe, aesthetic, efficient and effective management of the public rights-of-way; (2) is necessary to address a documented lack of capacity for one or more carriers; or (3) will help minimize the total number of communication facilities necessary to serve a particular area, then either, or both of the fifty (50) foot distance requirements, may be modified. The registrant shall provide competent substantial evidence to reflect that the above conditions are met, in order to waive either of these distance requirements, and ensure compliance with all the other requirements of this Article.

Note that applications for collocation of small wireless facilities under Section 835-60 are not subject to a mandatory distance separation, but, are subject to the site relocation procedures set out in Florida Statutes Section 337.401(7)(d)4.

(6) If appropriate given the communications facility proposed, an estimate of the cost of restoration to the public rights-of-way (also see: subsection (3), above).

(7) The timetable for construction of the facility project or each phase of a project, and the areas of the City which will be affected.

(8) Whether all or any portion of the proposed communications facility will be rented, hired, leased, sublet or licensed from or to any other person.

(9) Prior to installation of any new or additional equipment in the rights-of-way at a specific site, the registrant shall be required to remove any and all unutilized or abandoned equipment. Any application to install new or additional equipment shall identify the abandoned, or unutilized equipment that shall be removed prior to the installation of any new or additional technology or equipment in the rights-of-way.

(10) If there exists a communications facility by the same registrant within the right-of-way that is adjacent to or within fifteen (15) feet of the proposed new communications facility location, the registrant shall be required to remove and consolidate the equipment into one facility, so as to not create a second location for street furniture within such a minimal distance.

(11) A certification that the communications facility complies with all OSHA requirements for radio frequency exposure of workers accessing the areas adjacent to the communications facility or, if power levels prevent registrant from making this certification, a plan, acceptable to the City, for turning off or reducing power to the communications facility when workers are present in the vicinity of the communications facility.

(12) Such additional information as the City finds reasonably necessary with respect to the placement or maintenance of the communications facility that is the subject of the permit application to review such permit application.

(d) To the extent not otherwise prohibited by state or federal law, the City shall have the power to prohibit or limit the placement of new or additional communications facilities within a particular area of public rights-of-way and may consider, among other things and without limitation, the sufficiency of space to accommodate all of the present communications facilities and pending applications to place and maintain communications facilities in that area of the public rights-of-way, the sufficiency of space to accommodate City announced plans for public improvements or projects that the City determines are in the public interest (including without limitation any smart City initiatives), the impact on traffic and traffic safety, and the impact upon existing facilities in the rights-of-way. The City Manager or designee may impose additional reasonable regulations and conditions on permits to ensure the public health, safety and welfare of City residents and businesses is protected.

(e) All communications facilities shall be placed or maintained so as not to unreasonably interfere with the use of the public rights-of-way by the City and the public, and with the rights and safety of property owners who adjoin any of the public rights-of-way. The use of trenchless technology (i.e., directional bore method) for the installation of facilities in the public rights-of-way as well as joint trenching or the joint-location of facilities in existing conduit is strongly encouraged and should be employed wherever feasible. To the extent not prohibited by federal and state law, the City shall require any registrant that does not have communications facilities in the City as of the date of adoption of this Article to place any new cables, wires, fiber optics, splice boxes and similar communications facilities underground, unless such communications facilities can be collocated on existing poles. The City Manager may promulgate reasonable rules and regulations concerning the placement or maintenance of a communications facility in public rights-of-way consistent with this Article and other applicable law.

(f) All safety practices required by applicable law and all accepted industry practices and standards shall be used during the placement or maintenance of communications facilities.

(g) After the completion of any placement or maintenance of a communications facility in public rights-of-way or each phase of a project, a registrant shall, at its own expense, restore the public rights-of-way to its original condition before such work. If the registrant fails to make such restoration within thirty (30) days, or such longer period of time as may be reasonably required under the circumstances, following the completion of such placement or maintenance, the City may perform restoration and charge the costs of the restoration against the registrant in accordance

with Florida Statutes Section 337.402, as it may be amended. For twelve (12) months following the original completion of the work, the registrant shall guarantee its restoration work and shall correct any restoration work that does not satisfy the requirements of this Article at its own expense. This Section shall be adhered to in conjunction with subsection (c)(3), above.

(h) Removal or relocation at the direction of the City of a registrant's communications facility in public rights-of-way shall be governed by the provisions of Florida Statutes Section 337.403 and 337.404, as they may be amended from time to time. Subject to the aforementioned Florida Statutes Section 337.403 and 337.404 and other provisions of law, whenever existing overhead utility distribution facilities are converted to underground facilities pursuant to Chapters 12, 27 and Article 405 of the City's Code of Ordinances, any registrant having communications facilities on poles that are to be removed shall arrange for the conversion to underground facilities on the same terms and conditions as the other utilities that are being converted to underground facilities; provided however this underground conversion requirement shall be waived pursuant to Florida Statutes Section 337.401(7)(i) to allow service from small wireless facilities, all of which are designed to operate with antennas above ground.^{xxxvi}

(i) A permit from the City constitutes authorization to undertake only certain activities in public rights-of-way in accordance with this Article and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the public rights-of-way.

(j) A registrant shall maintain its communications facilities in public rights-of-way in a manner consistent with accepted industry practice and applicable law.

(k) In connection with excavation in the public rights-of-way, a registrant shall, where applicable, comply with the underground facility damage prevention and safety act set forth in Florida Statutes, Chapter 556, as it may be amended from time to time.

(l) Registrant shall use and exercise due caution, care and skill in performing work in the public rights-of-way and shall take all reasonable steps to safeguard work site areas. Registrant shall be liable to the City for the acts of registrant's employees, agents, invitees and independent contractors in the public rights-of-way, including but not limited to any losses, damages, injuries or costs incurred by the City arising out of or related to their negligence, misfeasance, malfeasance or non-performance of any obligation of the registrant.

(m) Upon request of the City, and as notified by the City of the other work, construction, installation or repairs referenced below, a registrant may be required to coordinate placement or maintenance activities under a permit with any other work, construction, installation or repairs that may be occurring or scheduled to occur within a reasonable timeframe in the subject public rights-of-way, and registrant may be required to reasonably alter its placement or maintenance schedule as necessary so as to minimize disruptions and disturbance in the public rights-of-way.

(n) A registrant shall not place or maintain its communications facilities so as to interfere with, impede, obstruct, displace, degrade, damage or destroy any facilities of the City or of any person lawfully occupying the public rights-of-way, including without limitation sewers, gas mains, water

mains, fire hydrants, storm drains, pipes, cables or conduits, emergency communications equipment, public safety equipment and smart City technology within the public rights-of-way. By way of illustration and not limitation, a registrant's facilities shall neither obstruct line-of-sight of law enforcement monitoring or surveillance facilities in the public rights-of-way nor obstruct line of sight of emergency radio communications facilities in the public rights-or-way.

(o) The City makes no warranties or representations regarding the fitness, suitability, or availability of the City's public rights-of-way, or of any authority utility pole, for the registrant's communications facilities and any performance of work, costs incurred or services provided by registrant shall be at registrant's sole risk. Nothing in this Article shall affect the City's authority to add, vacate, modify, abandon or otherwise dispose of public rights-of-way, and the City makes no warranties or representations regarding the availability of any added, vacated, modified or abandoned public rights-of-way for communications facilities.

(p) The City shall have the right to make such inspections of communications facilities placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this Article. Whenever practicable inspections shall be conducted by non-intrusive means.

(q) A permit application to place a new or to modify an existing communications facility in public rights-of-way shall include plans showing the location of the proposed installation of facilities in the public rights-of-way. If the plans so provided require revision based upon actual installation, the registrant shall promptly provide revised plans. The plans shall be in a hard copy format or an electronic format specified by the City, provided such electronic format is maintained by the registrant. Such plans in a format maintained by the registrant shall be provided at no cost to the City. Upon completion of any new or modified communications facilities, the registrant shall furnish to the City, at no cost to the City, one complete set of sealed "as built" plans, or in the case of any underground communications facilities, a sealed survey showing the exact location of such communications facilities, including their depth; or in either case, such other documentation describing the location (including height or depth, as the case may be), of communications facilities as the City Manager, or designee, may approve. This requirement shall be in addition to, and not in lieu of, any filings the registrant is required to make under the Underground Facility Damage Prevention and Safety Act set forth in Florida Statutes Chapter 556, as amended from time to time. The fact that such plans or survey is on file with the City shall in no way abrogate the duty of any person to comply with the aforesaid Underground Facility Damage Prevention and Safety Act when performing work in the public rights-of-way. Any proprietary confidential business information obtained from a registrant in connection with a permit application or a permit shall be held confidential by the City to the extent provided in Florida Statutes Section 202.195, as amended from time to time.

(r) Registrants are required to locate communications facilities within rights-of-way in a manner that minimizes their impact in the City on or adjacent to historic properties. In this connection, Historic Preservation review fees are fees of general applicability unrelated to placement of facilities in the public rights-of-way and may be charged pursuant to Florida Statutes Section 202.24(2)(c)6. The City reserves the right to condition the grant of any permit to locate a communications facility within the right-of-way upon the registrant taking such reasonable measures, consistent with the City's jurisdiction, as the City may determine are necessary to

mitigate the impact of the communications facility on a historic property. Installation of a communications facility under this Article shall not interfere with a clear pedestrian path, at a minimum the width required by the Americans with Disabilities Act and Florida Building Code.

(s) Whenever communications facilities must be placed in a right-of-way with residential uses on one or both sides, neither wireless support structures, utility poles, equipment, antennas nor other structures shall be placed directly in front of a residential structure. If a right- of-way has residential structures on only one side, the communications facilities shall be located on the opposite side of the right-of-way, whenever possible. All communications facilities shall be located such that views from residential structures are not unreasonably impaired. Newly installed utility poles and wireless support structures for communications facilities should be located in areas with existing foliage or other aesthetic features in order to obscure the view of the utility pole or wireless support structure. The requirements of this subparagraph shall not apply to repurposed structures when there is a one-to-one repurposing of an existing structure (e.g.: an existing light pole).

(t) The City reserves the right to place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, smart City technology and other types of facilities, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the City in public rights-of-way occupied by the registrant, and the City also reserves the right to reserve any portion of the public rights-of-way for its own present or future use pursuant to its capital improvement plans. The City further reserves without limitation the right to alter, change, or cause to be changed, the grading, installation, relocation, or width of the public rights-of-way within the limits of the City and within the limits as they may from time to time be altered.

(u) A registrant shall promptly, at the request of any person holding a permit issued by the City, temporarily raise or lower its communications facilities to permit the work authorized by the permit. The expense of such temporary raising or lowering of facilities shall be paid by the person requesting the same, and the registrant shall have the authority to require such payment in advance. The registrant shall be given not less than thirty (30) days advance written notice to arrange for such temporary relocation.

(v) Subject to any applicable limitations set out in Section 835-60, the following additional requirements apply when a registrant seeks authority to locate a wireless facility in the public rights-of-way:

(1) Registrants seeking to locate wireless facilities within the City are encouraged to locate on private property or government-owned property outside of the rights-of-way. An application for a permit to locate wireless communications facilities within the rights-of-way shall explain either why the registrant is unable to locate the proposed facilities on private property or government owned property or why the registrant is exempt from this requirement. The City may not deny an application based solely on the fact that the registrant is proposing to place a wireless telecommunications facility in the rights-of-way.

(2) Registrants seeking to place, construct or modify a wireless facility in the right-of-way shall:

- a. Jointly locate proposed wireless facilities with the wireless facilities of other wireless providers, as set out in Florida Statutes Section 365.172, as amended, or
- b. Install their wireless facilities on existing structures within the right-of-way, including without limitation existing utility poles, in a stealth design-or
- c. repurposes an existing structure.

(3) Registrants seeking to construct wireless facilities within the rights-of-way shall locate their wireless facilities in the rights-of-way of arterial or collector roadways, whenever possible. An application for a permit to place wireless facilities in rights-of-way other than those of arterial or collector roadways shall either explain why the registrant is unable to locate the wireless facilities in the rights-of-way of an arterial or collector roadway (in which case the application shall include an engineering analysis from the registrant demonstrating to the satisfaction of the City engineer the need to locate the wireless facilities in the areas proposed in the application) or explain why the proposed wireless facilities are exempt from the requirements of this subsection.

(4) Stealth design shall be utilized wherever possible in order to minimize the visual impact of wireless facilities and associated utility poles and wireless support structures. Each application for a permit to place a utility pole, wireless support structure or a wireless facility in the right-of-way shall include:

- a. photographs clearly showing the nature and location of the site where each communications facility is proposed to be located,
- b. photographs showing the location and condition of properties adjacent to the site of each proposed communications facility, and
- c. a description of the stealth design techniques proposed to minimize the visual impact of the communications facility and shall include graphic depictions accurately representing the visual impact of the communications facility when viewed from the street and from adjacent properties.

(5) (a) Stealth design of communications facilities to be located on new utility poles or on wireless support structures in the rights-of-way shall eliminate the need to locate any ground or elevated equipment (other than antennas) on the exterior of a utility pole or wireless support structure. Stealth design of

communications facilities to be located on existing structures other than wireless support structures shall minimize the need to locate any ground equipment or elevated equipment (other than antennas) on the exterior of the structure. The use of foliage and vegetation around any approved ground equipment may be required by the City based on conditions of the specific area where the ground equipment is to be located and in accordance with the City's LDC 307-10. The landscaping must be maintained by the registrant. The City may require replacement of the landscaping to ensure that the area is properly maintained.

(b) Each application to locate equipment at ground level on or adjacent to the exterior of a utility pole or wireless support structure and each proposal to locate elevated equipment (other than antennas) on or adjacent to the exterior of a wireless support structure or utility pole shall include engineering documentation demonstrating to the satisfaction of the City engineer that the facility cannot employ stealth design. In order to avoid the clustering of multiple items of approved ground equipment or elevated equipment in a single area, only one equipment box may be located in any single location.

(c) Where a registrant demonstrates that stealth design cannot be employed, the approved exterior equipment boxes shall not exceed 28 cubic feet in aggregate volume.

(6) Stealth design of communications facilities to be located on structures in the rights-of-way shall (a) top mount antennas within enclosures that do not extend the diameter of the supporting structure at the level of antenna attachment and (b) shall side mount antennas within enclosures that do not extend more than two (2) feet beyond the exterior dimensions of the supporting structure at the level of antenna attachment. Under no circumstances shall antennas be mounted less than fifteen (15) feet above ground level.

(7) Wireless facilities in the rights-of-way must be spaced a minimum of 500 linear feet of right-of-way apart from each other except that no distance requirement shall apply to repurposed structures. This subsection may be waived upon a factual showing, supported by sworn testimony or matters subject to official notice, demonstrating to the satisfaction of the City, as determined by staff for all historic properties so designated prior to April 1, 2017, depending upon which has jurisdiction, that locating a specific wireless facility less than 500 feet from other wireless facilities: (1) better serves the City's interests in safe, aesthetic, efficient and effective management of the public rights-of-way than application of the 500 feet limitation; (2) is necessary to address a documented lack of coverage or capacity for one or more carriers;^{xxxvii} or (3) will help minimize the total number of wireless facilities necessary to serve a particular area.

(8) All construction of wireless facilities in the public rights-of-way, including associated towers, utility poles, repurposed structures and any other wireless support structures, shall meet the wind velocity standards for risk category III and IV buildings and structures set out in Section 1620 of the 2017 Florida Building Code, as amended. If construction of wireless facilities requires the replacement of City lighting located in the public rights-of-way, any replacement lighting shall employ City-approved light emitting diode lights. The size and height of new wireless support structures and utility poles in the rights-of-way shall be no greater than the maximum size and height of any other utility or light poles located in the same portion of the right-of-way within the City; provided however that registrants proposing wireless facilities with antennas to be located on existing poles or repurposed structures may increase the overall height of the antenna(s) plus the existing pole or the repurposed structure up to ten (10) feet, if necessary, to avoid adversely affecting existing pole attachments. All utility poles in the City are twenty - five (25) feet in height.

(9) Wireless facilities installed on utility poles or wireless support structures that are not light poles, and repurposed structures that were not originally light poles, shall not be lit unless lighting is required to comply with FAA requirements.

(10) Registrants shall not place advertising on utility poles, wireless support structures or wireless facilities installed in the rights-of-way, provided, however, that repurposed structures that lawfully supported advertising before being repurposed may continue to support advertising as otherwise permitted by law.

(11) The City's action on proposals to place, construct or modify wireless communications facilities shall be subject to the standards and time frames^{xxxviii} set out in this ordinance, as modified to comply with Florida Statutes Section 337.401;^{xxxix} Florida Statutes Section 365.172;^{xl} 47 USC Section 1455(a);^{xli} and the applicable rules and policies^{xlii} issued by the FCC, as they may be amended or otherwise modified.

835-60. Collocation of a small wireless facility in public rights-of-way.

In addition to the applicable provisions of this Article, the following requirements shall apply to proposals to collocate a small wireless facility in the public rights-of-way:

(a) As used in this Section 835-60, the following additional defined terms have the meanings stated:

(1) “Applicable codes,” when used with respect to a small wireless facility, shall mean uniform building, fire, electrical, plumbing or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, or local codes or ordinances adopted to implement the requirements of Florida Statutes Section 337.401(7) relating to the “Advanced Wireless Infrastructure Deployment Act.” The term includes objective design standards

adopted by ordinance that may require a new utility pole that replaces an existing utility pole to be substantially similar in design, material and color, or that may require reasonable spacing requirements concerning the location of ground-mounted equipment. The term includes objective design standards adopted by the City that may require a small wireless facility to meet reasonable location context, color, stealth and concealment requirements; however, such design standards may be waived by the City upon a showing that the design standards are not reasonably compatible for the particular location of a small wireless facility or that the design standards impose an excessive expense. The waiver shall be granted or denied with 45 days after the date of the request.^{xliv} For avoidance of doubt, all existing local codes and ordinances applicable to a communications facility located in the public rights-of-way are re-adopted and confirmed as applying to any small wireless facility, to the full extent application of the existing local codes and ordinances to a small wireless facility is consistent with the provisions of the local codes and ordinances and is not prohibited by Florida Statutes Section 337.401(7). In this connection, applicable codes include, without limitation, the following provisions of this Article: Sections 835-20 through 104-5; Section 835-50 Subsections (a), (b), (c)(1) through (c)(4), (c)(5) [but only with respect to identifying all above-ground and below ground structures currently existing in the public rights of way], (c)(6) through (c)(12), (d) through (u), (v)(4) through (v)(6), and (v)(8) through (v)(11); and Sections 835-60 through 835-200.

(2) “Applicant” means a person who submits an application and is a wireless provider.^{xlv}

(3) “Application” means a request submitted by an applicant to the City for a permit to collocate small wireless facilities.^{xlv}

(4) “Mutually-exclusive,” when used with respect to two (2) or more applications, means that the grant of one application will require dismissal or denial of the other application(s), when reviewed under the applicable codes.

(b) An applicant is not required to provide more information to obtain a permit than is necessary to demonstrate compliance with applicable codes for the placement of small wireless facilities in the locations identified in the application.^{xlvi}

(c) The City may not limit the placement of small wireless facilities on any specific utility pole or category of poles or require multiple antenna systems on a single utility pole.^{xlvii}

(d) The City may not limit the placement of small wireless facilities by minimum separation distances,^{xlviii} but may request that the proposed location of a small wireless facility be moved to another location pursuant to the procedures set out in Florida Statutes Section 337.401(7)(d)4.

(e) The City shall limit the height of a small wireless facility to ten (10) feet above the utility pole or structure upon which the small wireless facility is to be collocated. Unless waived by the City, the height for a new utility pole is limited to the tallest existing utility pole (25 feet) as of the

date of enactment of this ordinance located in the same right of way measured from grade in place within 500 feet of the proposed location of the small wireless facility. If there is no utility pole within 500 feet, the City shall limit the height of the utility pole to thirty-five (35) feet (including all small cell technology).^{xlix}

(f) Except as provided in subparagraphs (d) and (e), above, the installation of a utility pole in the public rights-of-way designed to support a small wireless facility shall be subject to City rules or regulations governing the placement of utility poles in the public rights of way and shall be subject to the application review timeframes of Florida Statutes Section 337.401(7).^l

(g) A wireless infrastructure provider may apply to the City to place utility poles in the public rights-of-way to support the collocation of small wireless facilities. The application must include an attestation that small wireless facilities will be collocated on the utility pole or structure and will be used by a wireless services provider to provide service within nine (9) months after the date the application is approved.^{li}

(h) Registrants may be authorized to collocate small wireless facilities on City utility poles in the public rights-of-way pursuant to this Article upon terms and conditions consistent with the requirements of Florida Statutes Section 337.401(7). Make-ready work performed with respect to any such collocation shall conform to the following requirements:

(1) For a City utility pole that supports an aerial facility used to provide communications services or electric service, registrant shall comply with the process for make-ready work under 47 U.S.C. Section 224 and implementing regulations. The City shall not be responsible for any make-ready work costs. The good-faith estimate of the person owning or controlling the pole for any make-ready work necessary to enable the pole to support the requested collocation must include a repurposed structure, if necessary.^{lii}

(2) For a City utility pole that does not support an aerial facility used to provide communications services or electric service, the City shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested collocation, including any necessary repurposed structure, within sixty (60) days after receipt of a complete application. Make-ready work, including construction of any repurposed structure, must be completed by applicant within sixty (60) days after written acceptance of the good faith estimate by the applicant. Alternatively, the City may require the applicant seeking to collocate a small wireless facility to provide a make-ready estimate at the applicant's expense for the work necessary to support the small wireless facility, including a repurposed structure, and perform the make-ready work.^{liii}

(3) The City may not require more make-ready work than is required to meet applicable codes and industry standards. Fees for make-ready work may not include costs related to preexisting damage or prior noncompliance. Fees for make-ready work, including the cost of any repurposed structure, may not exceed actual costs or the amount charged to communications services providers other

than wireless services providers for similar work and may not include any consultant fee or expense.^{liv}

(i) The City reserves up to one-third of the usable space on the City's utility poles for future public safety uses, including without limitation for future smart City initiatives^{lv}; provided however, this reservation of space shall be implemented so as not preclude collocation of a small wireless facility. If replacement of a City utility pole is necessary to accommodate the collocation of the small wireless facility and the future public safety use, the pole replacement is subject to make-ready provisions and the replaced pole shall accommodate the future public safety use.^{lvi}

(j) Registrants collocating small wireless facilities on City utility poles shall be responsible for all costs of placing, maintaining and operating those small wireless facilities, including without limitation, costs of electrical power for those facilities. In this connection registrants are cautioned that unauthorized use of City facilities and resources, including without limitation electric power, is theft, a crime punishable under Florida Statutes Section 812.014 and that any such criminal activity will disqualify a registrant from placing or maintaining facilities in the public rights-of-way.

(k) Registrants are further cautioned that tampering with emergency or public safety communications equipment, or interfering with emergency or public safety communications, is a serious criminal offense that would disqualify a registrant from placing or maintaining facilities in the public rights of way.^{lvii} Prior to a registrant or its employees, agents or independent contractors, performing any work on a City utility pole supporting a governmental authority's emergency or public safety communications equipment, the registrant shall apply for and obtain a security clearance from the City's police department for each person performing the work on that City utility pole. Registrants shall keep accurate records identifying the date, time, location and identity of personnel accessing facilities collocated on any City utility pole. Registrants shall maintain the records to be kept pursuant to this subsection for a period of at least four (4) years and shall make the records available to the City for inspection and copying promptly upon request.

(l) A structure for which a permit is issued and installed pursuant to this Section 835-60 shall comply with Florida Statutes Chapter 333 and federal regulations pertaining to airport airspace protections.^{lviii}

(m) The City shall act on each application in a manner consistent with the procedures and standards set out in Florida Statutes Section 337.401(7).

(n) A permit issued to an applicant shall expire in one year unless extended by the City.

(o) At no time shall a registrant hold unconstructed permits or incomplete work for more than thirty (30) small wireless facilities or for more than thirty (30) utility poles for the collocation of small wireless facilities at any one time. An application will not be accepted (or if inadvertently accepted will be dismissed) if grant of the proffered application, together with grant of all other pending applications of the applicant, would cause the applicant to exceed this limit on unconstructed permits or incomplete work.

(p) Applications shall be processed and granted (or dismissed or denied) on a first-come, first served basis. If mutually exclusive applications are filed with the City, the first-filed grantable application shall be granted and the remaining mutually exclusive application(s) shall be dismissed.

Sec. 835-70. Stop Work Order and Suspension of permits.

(a) The City Manager may cause an immediate stop work order to be issued where any permitted or unpermitted construction or other work in the public rights-of- way poses a serious threat to the health, safety, or welfare of the public or City property until such serious threat has been abated. Failure to comply with such order may subject a registrant, and its agents, employees, and contractors as applicable to appropriate enforcement remedies and prosecution as set forth in this Ordinance and applicable law. Any person who actively continues any work after having been served with a stop work order, except such work as that person is directed by the City to perform to remove a violation or unsafe condition, shall be subject to penalties, as provided under the City Code.

(b) The City may suspend a permit for work in the public rights-of-way for one or more of the following reasons:

(1) Violation of any permit conditions, including conditions set forth in the permit, this Article or other applicable City ordinances, codes or regulations governing placement or maintenance of communications facilities in public rights-of-way;

(2) Misrepresentation or fraud by registrant in a registration or permit application to the City;

(3) Failure to properly renew or ineffectiveness of registration; or

(4) Failure to relocate or remove facilities as may be lawfully required by the City.

The City Manager shall provide notice and an opportunity to cure any violation of (b)(1) through (b)(4) above, each of which shall be reasonable under the circumstances.

Sec. 835-80. Appeals.

Any person aggrieved by any action or decision of the City Manager, or designee, with regard to any aspect of registration under this Article may appeal to the special magistrate appointed pursuant to Section 2-71 of the City's Code of Ordinances by filing with the special magistrate, within 30 days after receipt a written decision of the City Manager, or designee, a notice of appeal, which shall set forth concisely the action or decision appealed from and the reasons or grounds for the appeal. No requests for extension of time for filing an appeal will be permitted. The only appeals that shall be considered are those appeals that allege that there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this Article. The special magistrate shall set such appeal for hearing on the very next available date

following such notice of appeal and cause notice to be given to the appellant and the City Manager, or designee shall present the case on behalf of the City. The special magistrate shall hear and consider all facts material to the appeal and render a decision within twenty (20) calendar days of the date of the hearing. The special magistrate may affirm, reverse or modify the action or decision appealed from; provided, however, that the special magistrate shall not take any action which conflicts with or nullifies any of the provisions of this Article. Any person aggrieved by any decision of the special magistrate on an appeal shall be entitled to apply to the state court for a review thereof by Petition for Writ of Certiorari in accordance with the applicable court rules.

Sec. 835-90. Involuntary termination of registration.

(a) The City may terminate a registration if:

(1) A federal or state authority suspends, denies, revokes or otherwise fails to grant a registrant any certification or license required to provide communications services;

(2) The registrant's placement or maintenance of a communications facility in the public rights-of-way presents an extraordinary danger to the general public or other users of the public rights-of-way and the registrant fails to remedy the danger promptly after receipt of written notice;

(3) The registrant violates Florida Statutes Section 843.025, as amended;

(4) The registrant violates Florida Statutes Section 843.165, as amended;

(5) The registrant violates Title 18 United States Code Section 1362, as amended;

(6) The registrant violates Florida Statutes Section 812.014, as amended;

(7) The abandonment by the registrant of all of its communications facilities in public rights-of-way and noncompliance with Section 104-16 hereof; or

(8) The registrant commits substantial and material violations of any provision of applicable codes, including without limitation any provisions of this Article;

(9) Failure to supply information required by this Article, and more specifically, failure to disclose providers as required under Section 104-4(c)(8) hereof.

(b) Prior to termination, the registrant shall be notified by the City Manager, or designee, with a written notice setting forth all matters pertinent to the proposed termination action, including the applicable reason, and describing the proposed action of the City with respect to it. Except in the

case of failure to remedy an extraordinary danger within the time required by the City pursuant to this Article, the registrant shall have thirty (30) days after receipt of such notice within which to address or eliminate the reason or within which to present a plan, satisfactory to the City Manager to accomplish the same. If the plan is rejected, the City Manager shall provide written notice of such rejection to the registrant and shall make a recommendation to the Mayor and City Commission regarding a decision as to termination of registration. The City Manager, or designee, shall provide notice to registrant of any resolution or other action to be taken up at any meeting of the Mayor and City Commission and registrant shall be granted the opportunity to be heard at such meeting. A decision by the City to terminate a registration may only be accomplished by an action of the Mayor and City Commission. A registrant shall be notified by written notice of any decision by the Mayor and City Commission to terminate its registration. Such written notice shall be sent to the registrant within seven (7) days of the decision.

(c) In the event of termination, the former registrant shall: (1) notify the City of the assumption or anticipated assumption by another registrant of ownership of the registrant's communications facilities in public rights-of-way; or (2) provide the City with an acceptable plan for disposition of its communications facilities in public rights-of-way and restoration of the rights-of-way to their original condition, ordinary wear and tear excepted. If a registrant fails to comply with this subsection (c), which determination of noncompliance is subject to appeal as provided in Section 835-80 above, the registrant's communications facilities are deemed to be abandoned and the City may exercise any remedies or rights it has at law or in equity as well as the City's remedies under this Article, including but not limited to, utilizing or allowing other persons to utilize the registrant's facilities. The obligations of the registrant shall survive the termination of a registration. A registrant that has its registration terminated by the City under this Article may reapply for registration one (1) year after the termination date of the prior registration, unless otherwise stated in the order terminating its registration. In this connection the City's order terminating registration may ban a former registrant from reapplying for registration if its registration was terminated for dishonesty, criminality, gross incompetence or any similar reason which, in the context of an FCC licensing proceeding, would result in denial of an application on character grounds.

(d) In any event, a terminated registrant shall take such steps as are necessary to render safe every portion of the communications facilities remaining in the public rights-of-way of the City.

(e) In the event of termination of a registration, this Section does not authorize the City to cause the removal of communications facilities used to provide another service for which the registrant or another person who owns or exercises physical control over the facilities holds a valid certification or license with the governing federal or state agency, if required for provision of such service, and is registered with the City, if required.

Sec. 835-100. Existing communications facilities in public rights-of-way.

A person with an existing communications facility in the public rights-of-way of the City has sixty (60) days from the effective date of this Article to comply with the terms of this Article, including, but not limited to, registration, or be in violation of it; provided, however, that no new permits shall be issued to unregistered persons with communications facilities within the public rights-of-way; and provided further that a communications services provider, wireless infrastructure provider or pass-through provider that is otherwise lawfully occupying the public rights-of-way of the City shall not be required to obtain consent to continue its existing, lawful occupation of those public rights-of-way. Nothing in this Section shall be interpreted to limit the power of the City to adopt or enforce reasonable rules and regulations pursuant to Florida Statutes Section 337.401.^{lx}

Sec .835-110. Insurance.^{lx}

(a) A registrant shall provide, pay for and maintain satisfactory to the City the types of insurance described in this Article. All insurance shall be issued by responsible companies duly authorized to do business in the State of Florida and having a rating reasonably acceptable to the City. All liability policies shall provide that the City is named as an additional insured as to the activities under this Article. The required coverages must be evidenced by properly executed certificates of insurance forms. The certificates must be signed by the authorized representative of the insurance company and shall be filed and maintained with the City annually. Thirty (30) days' advance written notice by registered, certified or regular mail or facsimile as determined by the City must be given to the City of any cancellation, intent not to renew or reduction in the policy coverages. The insurance requirements may be satisfied by evidence of self-insurance or other types of insurance acceptable to the City, as provided in subsection (d), below.

(b) The limits of coverage of insurance required shall be not less than the following:

(1) Workers' Compensation and employer's liability insurance.

Workers' Compensation—Florida statutory requirements.

(2) Comprehensive general liability. Bodily injury and property damage: \$3,000,000.00 combined single limit each occurrence.

(3) Automobile liability. Bodily injury and property damage: \$3,000,000.00 combined single limit each accident.

(c) Umbrella or excess liability. Registrant may satisfy the minimum limits required above for either commercial general liability, business auto liability, and employer's liability coverage under umbrella or excess liability. The umbrella or excess liability shall have an aggregate limit not less than the highest "each occurrence" limit for commercial general liability, business auto liability, or employer's liability. The City shall be specifically named or endorsed as an "additional insured" on the umbrella or excess liability, unless the certificate of insurance states the umbrella or excess liability provides coverage on a "follow-form" basis.

(d) Self-insurance. A registrant may satisfy the insurance requirements and conditions of this section, utilizing a self-insurance plan, if acceptable to the City, in its sole discretion based on the City's evaluation of the registrant's financial condition and its ability to comply with the CityCode.

Registrant agrees to notify the City and indicate on the certificate(s) of insurance when self-insurance is relied upon or when a self-insured retention meets or exceeds \$100,000.00. The City reserves the right, but not the obligation, to request and review a copy of the registrant's most recent annual report or audited financial statement, which the registrant agrees to furnish for the purpose of determining the registrant's financial capacity to self-insure.

Sec. 835-120. Indemnification and Cooperation.^{lxi}

(a) A registrant shall, at its sole cost and expense, indemnify, hold harmless, and defend the City, its officials, boards, members, agents, and employees, against any and all claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses incurred by the City arising out of the placement or maintenance of registrant's communications facilities in public rights-of-way, regardless of whether the act or omission complained of is authorized, allowed or prohibited by this Article, provided, however, that a registrant's obligation shall not extend to any claims caused by the negligence, gross negligence or wanton or willful acts of the City. This provision includes, but is not limited to, the City's reasonable attorneys' fees incurred in defending against any such claim, suit or proceedings. The City agrees to notify the registrant, in writing, within a reasonable time of the City receiving notice, of any issue it determines may require indemnification. Nothing in this Section shall prohibit the City from participating in the defense of any litigation by its own counsel and at its own cost. If in the City's reasonable belief there exists or may exist a conflict, potential conflict or appearance of a conflict, the registrant shall afford the City choice of counsel or, alternatively, pay for the City to engage counsel for defense, to the extent not inconsistent with applicable law. Nothing contained in this Section shall be construed or interpreted: (1) as denying to either party any remedy or defense available to such party under the laws of the State of Florida; or (2) as consent by the City to be sued; or (3) as a waiver of sovereign immunity beyond the waiver provided in Florida Statutes Section 768.28, as it may be amended from time to time.

(b) Upon request of the City Manager or designee, a registrant shall cooperate with the City in any investigation of a claim or potential claim against the City or the registrant arising out of or related to registrant's activities in the public rights of way, including without limitation, registrant's placement or maintenance of a communications facility. A registrant shall supply information requested by the City in a prompt manner, within 48 hours if possible. Registrant's duty to cooperate with such a City investigation includes, if requested, providing the identity of any third-party beneficiary of registrant's communications facilities located in the public rights-of-way and providing information on insurance coverage potentially available from each such third-party beneficiary.

(c) The indemnification and cooperation requirements of this section shall survive and be in effect after the termination or cancellation of a registration.

Sec. 835-130. Construction Bonds.^{lxii}

(a) Construction Bond. Prior to issuing a permit where the work under the permit will require restoration of public rights-of-way. The City shall require a construction bond to secure proper

performance under the requirements of any permits and the restoration of the public rights-of-way. Twelve months after the completion of the restoration in public rights-of-way in accordance with the bond, the registrant may eliminate the bond. However, the City may subsequently require a new bond for any subsequent work in the public rights-of-way. The construction bond shall be issued by a surety having a rating reasonably acceptable to the City, shall be subject to the approval of the City's risk manager; and shall provide that: "For twelve (12) months after issuance of this bond, this bond may not be canceled, or allowed to lapse, until sixty (60) days after receipt by the City, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

(b) The rights reserved by the City with respect to any construction bond established pursuant to this Section are in addition to all other rights and remedies the City may have under this Article, or at law or equity.

(c) The rights reserved to the City under this Section are in addition to all other rights of the City, whether reserved in this Article, or authorized by other law, and no action, proceeding or exercise of a right with respect to the construction bond will affect any other right the City may have.

(d) Either a surety bond or standby letter of credit, acceptable to the City attorney as to form and financial condition of the issuer, securing the obligations of the applicant to remove the wireless support structure, tower, accessory buildings and equipment [Cross-reference with subsection 835-220(u), for towers, and section 835-50(c)(9) and (10), 835-70, and 835-160 relating to utility poles]. The bond or letter of credit shall be payable to the City and shall provide to the City funds equal to the lesser of fifty-thousand dollars (\$50,000.00) or one hundred fifty (150) percent of the estimated cost of dismantling and disposing of the facilities, as evidenced by a certificate of a professional engineer licensed in the State of Florida, or other evidence reasonably satisfactory to the City Manager. Each such bond or letter of credit shall be maintained in force for the term of any lease with the City, or for a minimum of fifteen (15) years and thereafter for additional periods designated by the City Manager if the wireless support structure remains in place at the end of the original fifteen-year term. The security shall be payable to the City if the applicant is in default of its obligation to dismantle the wireless support structure and funds shall be used to pay the cost of dismantling and disposing of the facilities.

Sec. 835-140. Enforcement remedies.

(a) A registrant's failure to comply with provisions of this Article shall constitute a violation of this Article and shall subject the registrant to the code enforcement provisions and procedures as provided in Chapter 2 of the City's Code of Ordinances, including the provisions of Chapter 2 that allow the City to seek relief as otherwise provided by law.^{lxiii}

(b) Failure of the City to enforce any requirements of this Article shall not constitute a waiver of the City's right to enforce that requirement for a violation or subsequent violations of the same type or to seek appropriate enforcement remedies.

Sec. 835-150. Abandonment of a communications facility.^{lxiv}

(a) Registrants shall comply with the provisions of Subsections 835-50(c)(9) and (10), relating to abandoned equipment and the addition of equipment. Further, upon abandonment of a communications facility owned by a registrant in public rights-of-way, the registrant shall notify the City, in writing, within ninety (90) days. This written notification shall (1) identify each item of abandoned equipment, (2) identify the location (or in the case of removed equipment, the former location) of each item of abandoned equipment in a format required for inclusion in the City's GIS database and (3) state with respect to each item of abandoned equipment, whether it has been removed from the public rights-of-way. The level of detail in the written notification shall be sufficient to enable the City to maintain an accurate GIS database with respect to the identity and location or former location of each item of equipment abandoned in or removed from the public rights-of-way. Note, a utility pole placed in the public rights-of-way by a wireless infrastructure provider will not be considered abandoned pursuant to this Section (i) during the nine-month period following the approval of the request for a permit to locate the utility pole in the public rights-of-way or (ii) during any period a wireless services provider is using a small wireless facility collocated on the pole to provide wireless service.^{lxv}

(b) The City shall direct the registrant by written notice to remove all or any portion of such abandoned facility at the registrant's sole expense if the City determines that the abandoned facility's presence interferes with the public health, safety or welfare, which shall include, but shall not be limited to, a determination that such facility: (1) compromises safety at any time for any public rights-of-way user or during construction or maintenance in public rights-of-way; (2) prevents another person from locating facilities in the area of public rights-of-way where the abandoned facility is located when other alternative locations are not reasonably available; or (3) creates a maintenance condition that is disruptive to the public rights-of-way's use. In the event the provisions of subsection (b)(2), above being applicable, the City may require the other person to coordinate with the registrant that owns the existing facility for joint removal and placement, where agreed to by the registrant.

(c) In the event that the City does not direct the removal of the abandoned facility, the registrant, by its notice of abandonment to the City, shall be deemed to consent to the alteration or removal of all or any portion of the facility by the City or another person at such other person's cost.

(d) If the registrant fails to remove all or any portion of an abandoned facility as directed by the City within a reasonable time period, not to exceed sixty (60) days, as may be required by the City under the circumstances, the City may perform such removal and charge the cost of the removal against the registrant and utilize any bond required pursuant to Section 835-130.

Sec. 835-160. Force majeure.^{lxvi}

In the event a registrant's performance of or compliance with any of the provisions of this Article is prevented by a cause or event not within the registrant's control, such inability to perform or

comply shall be deemed excused and no penalties or sanctions shall be imposed as a result, provided, however, that such registrant uses all practicable means to expeditiously cure or correct any such inability to perform or comply. For purposes of this Article, causes or events not within a registrant's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires, pandemics, and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court. Causes or events within registrant's control, and thus not falling within this Section, shall include, without limitation, registrant's financial inability to perform or comply, economic hardship, and misfeasance, malfeasance or nonfeasance by any of registrant's directors, officers, employees, contractors or agents.

Sec. 835-170. Reservation of rights and remedies.

- (a) The City reserves the right to amend this Article as it shall find necessary in the lawful exercise of its police powers.
- (b) This Article shall be applicable to all communications facilities placed in the public rights-of-way on or after the effective date of this Article.
- (c) The adoption of this Article is not intended to affect any rights or defenses of the City or a communications service provider under any existing franchise, license or other agreements with a communications services provider.
- (d) Nothing in this Article shall affect the remedies the City or the registrant has available under applicable law.
- (e) Any person who uses the communications facilities of a registrant, other than the registrant that owns the facilities, shall not be entitled to any rights to place or maintain such facilities in excess of the rights of the registrant that places or maintains the facilities.

Sec. 835-180. Establishment of the rate of the communications services tax.

- (a) For the fiscal year of the City commencing on October 1, 2022, and ending on September 30, 2023, the City establishes the rate of the communications services tax as the base rate of 5.10 percent established by Florida Statutes Sections 202.19 and 202.20, plus 0.40 percent, as permitted by Section 13 of Chapter 2001-140 of the Laws of Florida, plus 0.12 percent, as permitted by Florida Statutes Section 337.401, for a total of 5.62 percent.
- (b) On and after October 1, 2022, the City establishes the rate of the communications services tax as the base rate of 5.10 percent established by Florida Statutes Section 202.20, plus 0.12 percent, as permitted by Florida Statutes Section 337.401, for a total of 5.22 percent.
- (c) The City instructs the Florida Department of Revenue to collect the communications services tax at the rates set forth in Subsections (a) and (b) of this Section.

Sec. 835-190. Compensation for Use of Rights-of-way.^{lxvii}

(a) A registrant that places or maintains communications facilities, utility poles, or wireless support structures in the public rights-of-way that provides communications services, as defined in Florida Statutes Section 202.11, within the City shall comply with communications services tax regulations as required by state and other applicable law. If a registrant does not remit communications services taxes in accordance with Florida Statutes Section 202.11, then a registrant must remit fees to the City in accordance with subsections (b) and (c) below.

(b) A registrant who places or maintains in the public rights-of-way any communications facility (other than a small wireless facility on an authority utility pole), utility pole, wireless support structure, cable fiber optic or other pathway shall pay to the City annually no less than \$500.00 per linear mile, or portion of a mile, up to the maximum amount allowed under Florida Statutes Section 337.401, whichever is greater, to the extent that Section 337.401 is applicable, as follows:

(1) Annual payments shall be due and payable on April 1st of each year. Fees not paid within ten (10) days after the due date shall bear interest at the rate of one (1) percent, per month, from the date due until paid. The acceptance of any payment required by the City shall not be construed as an acknowledgement that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release of any claim which the City may have for additional sums due and payable. All fee payments shall be subject to audit by the City, and assessment or refund if any payment is found to be in error. If such audit results in an assessment by and an additional payment to the City, such additional payment shall be subject to interest at the rate of one (1) percent, per month until the date payment is made; and

(2) If the payments required by this Section are not made within ninety (90) days after the due date, the City may withhold the issuance of any permits to the registrant until the amount past due is paid in full.

(c) Except to the extent prohibited by applicable law: (1) any fee payments made pursuant to this Section shall not be deemed to be a tax; (2) any fee payments shall be in addition to any and all taxes of a general applicability; and (3) a registrant shall not have or make any claim for any deduction or other credit of all or any part of the amount of the fee payments from or against any of the City taxes or other fees or charges of general applicability which registrant is required to pay to the City, except as required by law.

(d) The fee specified in this section is the minimum consideration for use of the public rights-of-way, including all public easements, for the purpose of installing and maintaining a communications facility, utility pole or wireless support structure.

Sec. 835-200. Reports and records.

Upon reasonable request, a registrant shall provide at its cost the following documents to the City, as received or filed:

(a) Any pleadings, petitions, notices, and documents, which may directly impact the obligations of registrant or City under this Article and which are reasonably necessary for the City to protect its interests under this Article;

(b) Any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy; and

(c) A copy of updated maps depicting the locations and descriptions of all of the registrant's facilities in the public rights-of-way by longitude and latitude. Such maps shall be provided in a digitized format in compliance with the City's GIS standards, at the registrant's expense.

Sec. 835-30—Applicability.

~~All new towers or antennas, and modifications to existing towers and antennas, in the City shall be subject to these regulations, except as provided for in paragraphs (1) through (3) [(A) through (C)], below:~~

- ~~(A) These regulations shall not apply to any tower, or installation of any antenna, that is for the use of an open video broadcast-only facility, or is owned and operated by a federally-licensed amateur radio station operator, or is used exclusively for receive-only antennas.~~
- ~~(B) Preexisting towers and preexisting antennas shall not be required to meet the requirements of these regulations, except to comply with the requirements of the nonconforming provisions of the zoning ordinance.~~
- ~~(C) An AM array consisting of one (1) or more tower units and supporting ground system which functions as one AM broadcasting antenna, shall be considered one (1) tower. Measurements for setbacks and separation distances shall be measured from the outer perimeter of the towers included in the AM array. Additional tower units may be added within the perimeter of the AM array by right.~~

Sec. 835-40.—General requirements.

~~Every new telecommunication tower and antenna, and modifications to existing towers and antennas, shall be subject to the following minimum standards:~~

- ~~(A) Towers and antennas may be considered either principal or accessory uses. A different existing use of an existing structure on the same lot shall not preclude the installation of a tower or antenna on the same lot.~~
- ~~(B) The City may require, as a condition of entering into a lease agreement with a telecommunication provider, the dedication of space on the facility for public health and safety purposes, as well as property improvement on the leased space. Any dedications and improvements shall be negotiated prior to execution of the lease.~~

- (C) ~~For purposes of determining whether the installation of a tower or antenna complies with district development regulations, the dimensions of the entire lot shall control, even though the towers or antennas are proposed to be located on leased parcels within such lot.~~
- (D) ~~Each application for a tower or antenna shall include a review of the City's inventory of existing towers, antennas and approved sites. All requests for locations other than a site on the inventory shall include specific information about the alternative location, height and design of the proposed tower or antenna, and an explanation regarding why the inventory sites are not appropriate. The information is a public record. The City may share the information with other applicants. The City does not warrant or represent that the information is accurate, or that sites on the inventory are available or suitable.~~
- (E) ~~All applicants for new towers and antennas, or for towers and antennas which are to be modified or reconstructed to accommodate additional antennas, or for which a variance is required, must present a certified report by a professional engineer licensed to practice in the State of Florida, which shall include the following:~~
- ~~(1) A site development plan which includes, without limitation, a photo-digitization of the tower with all attachments.~~
 - ~~(2) An analysis of the impacts on adjacent property sites.~~
 - ~~(3) Specifics of design.~~
 - ~~(4) A narrative discussing the type of tower or antenna, current wind loading capacity and a projection of wind loading capacity using different types of antennas as models.~~
 - ~~(5) A statement of noninterference, which states that the construction and operation of the tower, including reception and transmission functions, will not interfere with public safety communication, or with the visual and customary transmission or reception of radio, television, or similar services, as well as other wireless services enjoyed by adjacent properties.~~
 - ~~(6) If the applicant proposes to not use a facility or site on the City's inventory, an explanation of the technological reasons why the use of the facility or site is unfeasible.~~
- (F) ~~Towers and antennas shall meet the following appearance requirements:~~
- ~~(1) Towers shall either maintain a galvanized steel finish or, if allowed by FAA standards, shall be painted a neutral color to reduce visual obtrusiveness.~~
 - ~~(2) The design of accessory buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings to minimize visual impact.~~
 - ~~(3) If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a color that is neutral, identical to, or compatible with the color of the supporting structure, as determined by the City, to make the antenna and related equipment as visually unobtrusive as possible.~~

- (G) ~~No signals, artificial lights or illumination shall be permitted on any tower or antenna unless required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views. To the maximum extent possible, lighting shall be oriented away from residential districts.~~
- (H) ~~The construction, operation, maintenance and repair of towers and antennas are subject to the regulatory supervision of the City, and shall be performed in compliance with all laws and practices affecting the subject, including, but not limited to, this Land Development Code, the building code and safety codes. The construction, operation and repair shall be performed in a manner consistent with high applicable industry standards. All towers and antennas must meet or exceed current standards and regulations of the FAA and the FCC, including emission standards. They must meet the requirements of all federal, state and local government agencies with the authority to regulate towers and antennas prior to issuance of a building permit by the City. If the standards and regulations are changed, then the owners of the towers and antennas governed by this Article shall bring the facilities into compliance with the revised standards and regulations within six (6) months of their effective date, unless the facilities are grandfathered under the applicable regulation. The compliance date may be waived by the City manager if a different compliance schedule is mandated by the controlling federal, state and local agency. Failure to bring towers and antennas into compliance with the revised standards and regulations shall constitute grounds for removal of the tower or antenna at the owner's expense.~~
- (I) ~~The owner shall additionally maintain a tower in compliance with the applicable standards for towers that are published by the Electronics Industries Association.~~
- (J) ~~The tower must comply with all applicable requirements in the building code and industry construction standards. If, upon inspection, the City concludes that a tower fails to comply with the building code and industry construction standards, and constitutes a danger to persons or property, then upon notice, the owner of the tower shall have thirty (30) days to bring the tower into compliance. Failure to bring the tower into compliance within thirty (30) days from receipt of notice shall constitute grounds for removal of the tower or antenna at the owner's expense.~~
- (K) ~~To ensure the structural integrity of towers, a statement shall be submitted, prepared by a professional registered engineer licensed to practice in the State of Florida, which, through engineering analysis, certifies the tower complies with all applicable building requirements in applicable building codes and with applicable industry construction standards. The statement shall describe the tower's capacity, including the number and types of antennas it can accommodate. For all towers and antennas attached to existing structures, the statement shall include certification that the structure can support the load superimposed from the tower or antenna. All new towers shall have the capacity to accept multiple users; at a minimum, monopole towers shall be able to accommodate two (2) users and at a minimum, self-support/lattice or guyed towers shall be able to accommodate three (3) users.~~
- (L) ~~Telecommunication towers shall comply with current radio frequency emissions standards of the FCC.~~

- (M) ~~Accessory buildings or structures shall meet all building design standards as listed in the Code and shall be constructed in accordance with the provisions of the building code. All accessory buildings or structures shall require a building permit issued by the Building Division.~~
- (N) ~~Mobile or immobile equipment not used in direct support of a tower or an antenna facility shall not be stored or parked on the site of the telecommunication tower, unless repairs to the tower are being made.~~
- (O) ~~For purposes of measurement, tower setbacks and separation distances shall be calculated and applied to facilities located in the City irrespective of municipal boundary lines.~~
- (P) ~~Towers and antennas shall be regulated and permitted pursuant to this Article and shall not be regulated or permitted as essential services, public utilities or private utilities.~~
- (Q) ~~Owners or operators of towers or antennas shall certify that all franchises required by law for the construction or operation of a wireless telecommunication system in the City have been obtained and shall file a copy of all such franchises with the City.~~
- (R) ~~No signs, including commercial advertising or logo and political signs, flyers, flags or banners shall be allowed on any part of a tower or antenna.~~
- (S) ~~All towers shall meet the following buffering requirements:~~
- ~~(1) An eight foot fence or wall constructed in accordance with Article 235, "Walls, fences and hedges", as measured from the finished grade of the site, shall be required around the base of any tower and may be required around any accessory building or structures.~~
 - ~~(2) Landscaping, consistent with the requirements of Article 275, shall be installed around the entire perimeter of any fence or wall. Additional landscaping may be required around the perimeter of a fence or wall and around any or all anchors or supports if deemed necessary to buffer adjacent properties. The City may require landscaping in excess of the requirements of the City code in order to enhance compatibility with adjacent residential and nonresidential land uses. Landscaping shall be installed on the outside of the perimeter fence or wall.~~
 - ~~(3) Landscaping consistent with perimeter and on-site requirements in Article 275 shall be installed around any accessory buildings or structures.~~
- (T) ~~"High voltage" and "No Trespassing" warning signs shall be provided as follows:~~
- ~~(1) If high voltage is necessary for the operation of the telecommunication tower or any accessory structures, "HIGH VOLTAGE DANGER" warning signs shall be permanently attached to the fence or wall and shall be spaced no more than forty (40) feet apart.~~
 - ~~(2) "NO TRESPASSING" warning signs shall be permanently attached to the fence or wall and shall be spaced no more than forty (40) feet apart.~~
 - ~~(3) The letters for the "HIGH VOLTAGE DANGER" and "NO TRESPASSING" warning signs shall be at least six (6) inches in height. The two (2) warning signs~~

may be combined into one (1) sign. The warning signs shall be installed at least five (5) feet above the finished grade of the fence.

(4) ~~The warning signs may be attached to freestanding poles if the content of the signs is not obstructed by landscaping.~~

(U) ~~All abandoned or unused telecommunication tower facilities shall be removed by the tower owner or operator within ninety (90) days of the cessation of use. A tower shall be considered abandoned if use has been discontinued for one hundred eighty (180) consecutive days. The City may require reasonable security to secure compliance with the requirements of this paragraph. Telecommunication towers being utilized for other purposes, including but not limited to light standards and power poles, may be exempt from this provision.~~

~~Sec. 835-50. -- Zoning districts, height and setback requirements, etc.~~

(A) ~~[Towers and antennas on City property.] Telecommunication towers and antennas shall be permitted on property owned, leased or otherwise controlled by the City (referred to as City property), provided a license or lease authorizing the antenna or tower has been approved by the City. Height and setback requirements shall be those that are provided in any lease agreed to by the City. The City shall have no obligation to execute a lease even if the applicant can meet all criteria contained in this Article.~~

(B) ~~[Monopole or self-support/lattice equipment.] Monopole towers and antennas and guyed or self-support/lattice towers shall be permitted as a special exception, in the following zoning districts:~~

(1) ~~(IROM), (IROM-AA) Industrial Research, Office and Marine District and Industrial Research, Office and Marine Airport Approach District~~

(2) ~~(IROC) Industrial Research, Office and Commercial District.~~

(C) ~~[Stealth equipment as special exceptions.] Stealth towers or stealth rooftop and building mounted antennas shall be allowed as special exceptions in the following zoning districts:~~

(1) ~~(C-4) General Commercial District.~~

(2) ~~(C-3) General Business District.~~

(3) ~~(C-2) Commercial Business District.~~

(4) ~~(CC) City Center District.~~

(5) ~~(SFED-MU) South Federal Highway Mixed-Use District.~~

(6) ~~(EDBB-MU) East Dania Beach Boulevard Mixed-Use District.~~

(7) ~~(IRO) Industrial Research Office District.~~

(8) ~~(IROM), (IROM-AA) Industrial Research, Office and Marine District and Industrial Research, Office and Marine Airport Approach District~~

(9) ~~(IROC) Industrial Research, Office and Commercial District.~~

(10) ~~(IR) Restricted Industrial District.~~

- (11) — ~~(IG) Industrial General District.~~
- (12) — ~~Up to eight (8) stealth rooftop or building-mounted antennas from one (1) provider shall be allowed as special exceptions in the RM, RM-1 and RM-2 multifamily zoning districts, subject to the following additional conditions:~~
- ~~(a) — Such antennas shall be located at least five hundred (500) feet from E-1, RS, RD, and NBHD-RES zoning districts.~~
 - ~~(b) — Such antennas shall not be located closer than one thousand (1,000) feet to any other such antennas in an RM, RM-1, and RM-2 multifamily zoning district.~~
 - ~~(c) — The supporting equipment for such antennas must be located on the rooftop, must be enclosed in an equipment shelter painted to blend in with the rooftop, and must not extend more than nine (9) feet above the roofline.~~
 - ~~(d) — Such antennas may only be placed on those structures at least sixty (60) feet or six (6) stories in height and with rooftops measuring at least five thousand (5,000) square feet in area.~~
 - ~~(e) — Such antennas and the related equipment shall meet all applicable building and safety codes.~~
- (D) — ~~[Stealth guyed towers, antennas.] Stealth guyed towers and antennas shall be permitted as a special exception only in the following zoning districts:~~
- ~~(1) — (C-4) Community Business.~~
 - ~~(2) — (C-3) General Business.~~
 - ~~(3) — (IRO) Industrial Research Office.~~
 - ~~(4) — (IR) Restricted Industrial.~~
 - ~~(5) — (IG) Industrial General.~~
 - ~~(6) — (IROM), (IROM-AA) Industrial Research, Office and Marine District and Industrial Research, Office and Marine Airport Approach District~~
- (E) — ~~[Setbacks, height.] Towers and antennas must meet the following setback and height requirements:~~
- ~~(1) — Tower height shall be measured from the crown of the road of the nearest street.~~
 - ~~(2) — Telecommunication towers shall conform with the setbacks established for the district except when more restrictive requirements are contained within this Section.~~
 - ~~(3) — Towers shall not be permitted within two hundred fifty (250) feet of any residential district.~~
 - ~~(4) — All buildings and other structures to be located on the same property as a tower shall conform with the setbacks established for the zoning district.~~
 - ~~(5) — Unless provided for elsewhere in this Article, the City commission may allow a maximum height of ninety (90) feet for a single user, up to one hundred twenty (120) feet for two (2) users and up to one hundred fifty (150) feet for three (3) or more users.~~
- (F) — ~~Inspections.~~

- (1) ~~Telecommunication tower owners shall submit a report to the Building Division certifying structural and electrical integrity on the following schedule:~~
 - (a) ~~Monopole towers once every five (5) years.~~
 - (b) ~~Self-support/lattice towers once every two (2) years.~~
 - (c) ~~Freestanding and guyed towers once every two (2) years.~~
 - (2) ~~Inspections shall be conducted by an engineer licensed to practice in the State of Florida. The results of inspections shall be provided to the Building Division. The building official may require repair or removal of a telecommunication tower based upon the results of an inspection.~~
 - (3) ~~The Building Division may conduct periodic inspections of towers to ensure structural and electrical integrity. The owner of the tower may be required by the City to have more frequent inspections should there be reason to believe that the structural and electrical integrity of the tower is jeopardized.~~
- (G) ~~Existing towers:~~
- (1) ~~Antennas may be placed on existing towers with sufficient loading capacity after approval by the Building Division. The capacity shall be certified by an engineer licensed to practice in the State of Florida.~~
 - (2) ~~Towers in existence as of October 1, 1996, may be replaced with a tower of equal or less visual impact after approval by the City manager. However, if the proposed new tower would not be consistent with the minimum standards under this Section, replacement must be approved by the City commission.~~

Sec. 835-60. -- Shared use of communication towers; collocation of antennas.

- (A) ~~Co-location of telecommunication antennas by more than one (1) provider on existing, new, or modified towers shall take precedence over the construction of new single-use towers. Accordingly, each application for a telecommunication tower shall include a certified written evaluation, prepared by a professional engineer licensed to practice in the State of Florida, of the feasibility of sharing a telecommunication tower, if a telecommunication tower is located within five (5) miles of the proposed site, which examines the following:~~
- (1) ~~Structural capacity of the tower or towers.~~
 - (2) ~~Radio frequency interference.~~
 - (3) ~~Geographical service area requirements.~~
 - (4) ~~Mechanical or electrical compatibility.~~
 - (5) ~~Ability to locate equipment on the tower or towers.~~
 - (6) ~~Availability of towers for relocation.~~
 - (7) ~~Any restrictions or limitations of the FCC that would preclude the shared use of the tower.~~
 - (8) ~~Additional information requested in writing by the City.~~

- (B) ~~Each application for an antenna shall include a certified written evaluation, prepared by a professional engineer licensed to practice in the State of Florida, of the feasibility of co-locating its antenna on an existing tower. Evidence submitted to demonstrate that no existing tower can accommodate the proposed antenna may consist of any of the following:~~
- ~~(1) No existing towers or structures are located within the geographic area required to meet the applicant's engineering requirements.~~
 - ~~(2) Existing towers or structures are not of sufficient height to meet applicant's engineering requirements.~~
 - ~~(3) Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.~~
 - ~~(4) The applicant's proposed antenna would cause impermissible electromagnetic interference, as determined by the FCC, with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause impermissible interference, as determined by the FCC, with the applicant's proposed antenna.~~
 - ~~(5) The fees or costs required to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed unreasonable.~~
 - ~~(6) Property owners or owners of existing towers or structures are unwilling to accommodate the applicant's needs.~~
 - ~~(7) The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.~~
- (C) ~~All applicants shall demonstrate reasonable efforts in developing a collocation alternative for a proposed new telecommunication tower or antenna. An applicant for a permit to construct a tower or antenna shall cooperate with other telecommunication service providers in co-locating additional antennas on existing authorized towers. An applicant and an owner, or operator, of an existing authorized tower shall exercise good faith in co-locating the facilities. Good faith shall include sharing nonpropriety [nonproprietary] technical information to evaluate the feasibility of collocation. In the event a dispute arises whether an applicant, or an owner or operator of an existing facility has exercised good faith in accommodating other facilities, the City may require a technical study by a third party at the expense of either or both of the parties to the proposed collocation.~~
- (D) ~~Applications submitted by tenants seeking to co-locate on a preexisting tower, or to rent space on a proposed tower, shall receive an expedited review process by the City. Such review shall be completed thirty (30) days following the filing of a completed application.~~
- (E) ~~The owner of any telecommunication tower approved for shared use shall provide a written notice of collocation, by certified mail, return receipt requested, of the location of the tower and the load capacity of the tower to all other providers of telecommunication services in Broward County, Florida.~~
- (F) ~~Failure to comply with the collocation requirements of this Section may result in the denial of a permit request or revocation of an existing permit for the specific tower.~~

- (G) ~~Applicants seeking to co-locate antennas shall not pay rent to the owner or operator of the tower in excess of the fair market value for the space, as determined at the time of execution of an agreement.~~

Sec. 835-70. ~~Applications.~~

- (A) ~~Prior to the issuance of a building permit, a site development plan shall be presented for approval to the community development department. Each application for a proposed telecommunication tower shall include all requirements for site development plan approval, as required in Article 635. The director of community development may waive all or some of these provisions for stealth towers which are designed to emulate existing structures already on the site. Where a request is made to use a pre-existing structure, including light and power poles, as a stealth facility, the facility and all modifications, shall comply with all requirements as provided in this Article unless waived by the City.~~
- (B) ~~A statement shall be submitted with the application, prepared by a professional registered engineer licensed to practice in the State of Florida, which, through engineering analysis, certifies compliance of the tower with applicable building requirements of the building code, and any applicable industry standards, including, but not limited to, Electronic Industry Association/Telecommunications Industry Association standard for wind load; and describes the tower capacity, including an example of the number and type of antennas it can accommodate. No tower shall be permitted to exceed its loading capacity. For all towers and antennas attached to existing structures, the statement shall include certification that the structure can support the superimposed load. All towers shall have the capacity to accept multiple users; at a minimum, monopole towers shall be able to accommodate two (2) users, and self-support/lattice, or guyed, towers shall be able to accommodate at least three (3) users.~~
- (C) ~~The following supplemental information shall be included with all applications for special exceptions and variances:~~
- ~~(1) A scaled site plan clearly indicating the tower site, type and height of the proposed tower, the location of the accessory building, on-site land uses and zoning, adjacent land uses and zoning, adjacent roadways, proposed means of access, distances from property lines, elevation drawings of the proposed tower, and any other proposed structures.~~
 - ~~(2) A current zoning or aerial photograph showing the location of the proposed tower.~~
 - ~~(3) A legal description of the parent tract and tower site (if applicable).~~
 - ~~(4) If the proposed tower site meets the required minimum distance from residentially zoned lands, the approximate distance between the proposed tower and the nearest residential dwelling and residentially zoned properties. If the proposed tower site does not meet the minimum distance requirements, then exact distances, locations and identifications of the residential properties shall be shown on an updated zoning map.~~
 - ~~(5) A landscape plan showing specific landscape materials.~~
 - ~~(6) The method of fencing, finished color if applicable, the method of aesthetic mitigation and illumination.~~
- (D) ~~The City shall act promptly on any application submitted in accordance with the provisions of sections 835-10 to 835-40. The reasons for rejecting any application filed under this Section~~

do not prevent a person from filing an application for a special exception in accordance with applicable law.

(E) — Fees for tower placement and use, including antenna installation, will be determined by a separate resolution.

(F) — Public land and right-of-way lease agreements will be established by separate instruments.

Sec. 835-80. — Reserved.

Sec. 835-90. — Security, access easements, removal of facilities.

The approval by the City of a building permit for a telecommunication tower shall be conditioned upon receipt by the City manager of the following:

- (A) — Either a surety bond or standby letter of credit, acceptable to the City attorney as to form and financial condition of the issuer, securing the obligations of the applicant to remove the communication tower, accessory buildings and equipment, as required by subsection 835-40(U). The bond or letter of credit shall be payable to the City and shall provide to the City funds equal to the lesser of twenty-five thousand dollars (\$25,000.00) or one hundred fifty (150) percent of the estimated cost of dismantling and disposing of the facilities, as evidenced by a certificate of a professional engineer licensed in the State of Florida, or other evidence reasonably satisfactory to the City manager. Each such bond or letter of credit shall be maintained in force [for] the term of any lease with the City, or for a minimum of fifteen (15) years and thereafter for additional periods designated by the City manager if the tower remains in place at the end of the original fifteen-year term. The security shall be payable to the City if the applicant is in default of its obligation to dismantle the tower and funds shall be used to pay the cost of dismantling and disposing of the facilities.
- (B) — An easement granted by the fee owner of the land under the tower, and between the tower and the nearest public right-of-way, in favor of the City, to provide access to the tower site.
- (C) — Written permission from all record owners, beneficial owners, and leaseholders of the tower in a form acceptable to the City attorney to enter upon the site and to remove and dispose of the tower.

Sec. 835-210 Wireless support structure; applicability.

All new towers or antennas, and modifications to existing towers and antennas, in the City shall be subject to these regulations, except as provided for in paragraphs (A) through (C), below:

- (a) These regulations shall not apply to any tower, or installation of any antenna associated with a tower, that is for the use of an open video broadcast-only facility or is owned and operated by a federally-licensed amateur radio station operator, or is used exclusively for receive-only antennas.
- (b) Preexisting towers and preexisting associated antennas shall not be required to meet the requirements of these regulations, except to comply with the requirements of the nonconforming provisions of the City's LDC.

- (c) An AM array consisting of one (1) or more tower units and supporting ground system which functions as one AM broadcasting antenna, shall be considered one (1) tower. Measurements for setbacks and separation distances shall be measured from the outer perimeter of the towers included in the AM array. Additional tower units may be added within the perimeter of the AM array by right.

Sec. 835-220. - General requirements for towers on private property.

Every new tower and associated antenna, and modifications to existing towers and antennas, shall be subject to the following minimum standards:

- (a) Towers and antennas may be considered either a principal or an accessory use. A different existing use of an existing structure on the same lot shall not preclude the installation of a tower or antenna on the same lot.
- (b) The City may require, as a condition of entering into a lease agreement with a telecommunication provider, the dedication of space on the facility for public health and safety purposes, as well as property improvement on the leased space. Any dedications and improvements shall be negotiated prior to execution of the lease.
- (c) For purposes of determining whether the installation of a tower or antenna complies with zoning district development regulations, as contained in the LDC, the dimensions of the entire lot shall control, even though the towers or antennas are proposed to be located on leased portions of parcels within such lot.
- (d) Each application for a tower or antenna shall include a review of the City's inventory of existing towers, antennas and approved sites. All requests for locations other than a site on the inventory shall include specific information about the alternative location, height and design of the proposed tower or antenna, and an explanation regarding why the inventory sites are not appropriate. The information is a public record. The City may share the information with other applicants. The City does not warrant or represent that the information is accurate, or that sites on the inventory are available or suitable.
- (e) All applicants for new towers and antennas, or for towers and antennas which are to be modified or reconstructed to accommodate additional antennas, or for which a variance is required, must present a certified report by a professional engineer licensed to practice in the State of Florida, which shall include the following:
- (1) A site development plan which includes, without limitation, a photo digitization of the tower with all attachments.
 - (2) An analysis of the impacts on adjacent property sites.
 - (3) Specifics of design.
 - (4) A narrative discussing the type of tower-~~or~~ and antenna, current wind loading capacity and a projection of wind loading capacity using different types of towers and antennas as models.
 - (5) A statement of noninterference, which states that the construction and operation of the tower, including reception and transmission functions, will not interfere with public safety communication, or with the visual and customary transmission or

reception of radio, television, or similar services, as well as other wireless services enjoyed by adjacent properties.

- (6) If the applicant proposes to not use a facility or site on the City's inventory, an explanation of the technological reasons why the use of the facility or site is unfeasible.

- (f) Towers and antennas shall meet the following appearance requirements:

- (1) Towers shall either maintain a galvanized steel finish or, if allowed by FAA standards, shall be painted a neutral color to reduce visual obtrusiveness.
- (2) The design of accessory buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings to minimize visual impact.
- (3) If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a color that is neutral, identical to, or compatible with the color of the supporting structure, as determined by the City, to make the antenna and related equipment as visually unobtrusive as possible.
- (4) The antenna or tower must be of a stealth design. Rather than a lattice type tower, the City recommends and encourages the use of pole technology to disguise the tower as a flag pole.

- (g) No signals, artificial lights or illumination shall be permitted on any tower or antenna unless required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views. To the maximum extent possible, lighting shall be oriented away from residential districts.

- (h) The construction, operation, maintenance and repair of towers and antennas are subject to the regulatory supervision of the City and shall be performed in compliance with all laws and practices affecting the subject, including, but not limited to, the City's LDC, the Florida Building Code and all safety codes. The construction, operation and repair shall be performed in a manner consistent with high applicable industry standards. All towers and antennas must meet or exceed current standards and regulations of the FAA and the FCC, including emission standards. They must meet the requirements of all federal, state and local government agencies with the authority to regulate towers and antennas prior to issuance of a building permit by the City. If the standards and regulations are changed, then the owners of the towers and antennas governed by this Article shall bring the facilities into compliance with the revised standards and regulations within six (6) months of their effective date, unless the facilities are grandfathered under the applicable regulation. The compliance date may be waived by the City Manager if a different compliance schedule is mandated by the controlling federal, state and local agency. Failure to bring towers and antennas into compliance with the revised standards and regulations shall constitute grounds for removal of the tower, antenna, or both at the owner's expense.

- (i) The owner shall additionally maintain a tower in compliance with the applicable standards for towers that are published by the Electronics Industries Association.
- (j) The tower must comply with all applicable requirements in the Florida Building Code and industry construction standards. If, upon inspection, the City concludes that a tower fails to comply with the Florida Building Code, industry construction standards, and constitutes a danger to persons or property, then upon notice, the owner of the tower shall have thirty (30) days to bring the tower into compliance. Failure to bring the tower into compliance within thirty (30) days from receipt of notice shall constitute grounds for removal of the tower or antenna at the owner's expense.
- (k) To ensure the structural integrity of towers, a statement shall be submitted, prepared by a professional registered engineer licensed to practice in the State of Florida, which, through engineering analysis, certifies that tower complies with all applicable building requirements in applicable building codes and with applicable industry construction standards. The statement shall describe the tower's capacity, including the number and types of antennas it can accommodate. For all towers and antennas attached to existing structures, the statement shall include certification that the structure can support the load superimposed from the tower or antenna. All new towers shall have the capacity to accept multiple users; at a minimum, monopole towers shall be able to accommodate two (2) users.
- (l) Telecommunication towers shall comply with current radio frequency emissions standards of the FCC.
- (m) Accessory buildings or structures shall meet all building design standards as listed in the Florida Building Code and shall be constructed in accordance with the provisions of the Florida Building Code. All accessory buildings or structures shall require a building permit issued by the City's Building Division.
- (n) Mobile or immobile equipment not used in direct support of a tower, or an antenna facility shall not be stored or parked on the site of the tower, unless repairs to the tower are being made.
- (o) For purposes of measurement, tower setbacks and separation distances shall be calculated and applied to facilities located in the City irrespective of municipal boundary lines.
- (p) Towers and antennas shall be regulated and permitted pursuant to this Article and shall not be regulated or permitted as essential services, public utilities or private utilities.
- (q) No signs, including commercial advertising or logo and political signs, flyers, flags or banners shall be allowed on any part of a tower or antenna.
- (r) All towers shall meet the following buffering requirements:
 - (1) An eight-foot fence or wall constructed in accordance with Article 235, "Walls, fences and hedges", as measured from the finished grade of the site, shall be required around the base of any tower and may be required around any accessory building or structures.
 - (2) Landscaping, consistent with the requirements of Article 275 and 307-10, shall be installed around the entire perimeter of any fence or wall. Additional landscaping

may be required around the perimeter of a fence or wall and around any or all anchors or supports if deemed necessary to buffer adjacent properties. The City may require landscaping in excess of the requirements of the City Code in order to enhance compatibility with adjacent residential and nonresidential land uses. Landscaping shall be installed on the outside of the perimeter fence or wall. The landscaping must be maintained. The City may require replacement of the landscaping to ensure that the area is properly maintained.

(3) Landscaping consistent with perimeter and on-site requirements in Article 275 and Section 307-10, shall be installed around any accessory buildings or structures.

(s) "High voltage" and "No Trespassing" warning signs shall be provided as follows:

(1) If high voltage is necessary for the operation of the tower or any accessory structures, "HIGH VOLTAGE—DANGER" warning signs shall be permanently attached to the fence or wall and shall be spaced no more than forty (40) feet apart.

(2) "NO TRESPASSING" warning signs shall be permanently attached to the fence or wall and shall be spaced no more than forty (40) feet apart.

(3) The letters for the "HIGH VOLTAGE—DANGER" and "NO TRESPASSING" warning signs shall be at least six (6) inches in height. The two (2) warning signs may be combined into one (1) sign. The warning signs shall be installed at least five (5) feet above the finished grade of the fence.

(4) The warning signs may be attached to freestanding poles if the content of the signs is not obstructed by landscaping.

(t) All abandoned or unused tower facilities shall be removed by the tower owner or operator within ninety (90) days of the cessation of use. A tower shall be considered abandoned if its use has been discontinued for one hundred eighty (180) consecutive days. The City may require reasonable security to secure compliance with the requirements of this paragraph.

Sec. 835-230. - Zoning districts, height and setback requirements for towers, etc.

(a) *Towers and antennas on City property.*-Towers and antennas shall be permitted on property owned, leased or otherwise controlled by the City (referred to as City property), provided a license or lease authorizing the antenna or tower has been approved by the City. Height and setback requirements shall be those that are provided in any lease agreed to by the City. The City shall have no obligation to execute a lease even if the applicant can meet all criteria contained in this Article. Towers on City property do not require a public hearing.

(b) *Monopole or self-support/lattice equipment.* Monopole towers and antennas [monopole towers are preferred by the City] and guyed or self-support/lattice towers shall be permitted as a special exception, in the following zoning districts:

(1) (IROM), (IROM-AA) Industrial Research, Office and Marine District and Industrial Research, Office and Marine Airport Approach District

(2) (IROC) Industrial Research, Office and Commercial District.

(c) *Stealth equipment as special exceptions.* Stealth towers or stealth rooftop and building mounted antennas shall be allowed as special exceptions in the following zoning districts:

- (1) (C-4) General Commercial District.
- (2) (C-3) General Business District.
- (3) (C-2) Commercial Business District.
- (4) (CC) City Center District.
- (5) (SFED-MU) South Federal Highway Mixed-Use District.
- (6) (EDBB-MU) East Dania Beach Boulevard Mixed-Use District.
- (7) (IRO) Industrial Research Office District.
- (8) (IROM), (IROM-AA) Industrial Research, Office and Marine District and Industrial Research, Office and Marine Airport Approach District
- (9) (IROC) Industrial Research, Office and Commercial District.
- (10) (IR) Restricted Industrial District.
- (11) (IG) Industrial General District.
- (12) Up to eight (8) stealth rooftop or building-mounted antennas from one (1) provider shall be allowed as special exceptions in the RM, RM-1 and RM-2 multifamily zoning districts, subject to the following additional conditions:
 - (a) Such antennas shall be located at least five hundred (500) feet from E-1, RS, RD, and NBHD-RES zoning districts.
 - (b) Such antennas shall not be located closer than one thousand (1,000) feet to any other such antennas in an RM, RM-1, and RM-2 multifamily zoning district.
 - (c) The supporting equipment for such antennas must be located on the rooftop, must be enclosed in an equipment shelter painted to blend in with the rooftop, and must not extend more than nine (9) feet above the roofline.
 - (d) Such antennas may only be placed on those structures at least sixty (60) feet or six (6) stories in height and with rooftops measuring at least five thousand (5,000) square feet in area.
 - (e) Such antennas and the related equipment shall meet all applicable building and safety codes.

(d) *Stealth guyed towers, antennas.* Stealth guyed towers and antennas shall be permitted as a special exception only in the following zoning districts:

- (1) (C-4) Community Business.
- (2) (C-3) General Business.
- (3) (IRO) Industrial Research Office.
- (4) (IR) Restricted Industrial.
- (5) (IG) Industrial General.

- (6) (IROM), (IROM-AA) Industrial Research, Office and Marine District and Industrial Research, Office and Marine Airport Approach District
- (e) Setbacks, height. Towers and antennas must meet the following setback and height requirements:
- (1) Tower height shall be measured from the crown of the road of the nearest street.
 - (2) Telecommunication towers shall conform with the setbacks established for the district except when more restrictive requirements are contained within this Section.
 - (3) Towers shall not be permitted within two hundred fifty (250) feet of any residential district.
 - (4) All buildings and other structures to be located on the same property as a tower shall conform with the setbacks established for the zoning district.
 - (5) Unless provided for elsewhere in this Article, the City Commission may allow a maximum height of ninety (90) feet for a single user, up to one hundred twenty (120) feet for two (2) users and up to one hundred fifty (150) feet for three (3) or more users.
- (f) Tower Inspections.
- (1) Tower owners shall submit a report to the City Building Division certifying structural and electrical integrity on the following schedule:
 - (a) Monopole towers once a year.
 - (b) Self-support/lattice towers every year.
 - (c) Freestanding and guyed towers once every two (2) years.
 - (2) Inspections shall be conducted by an engineer licensed to practice in the State of Florida. The results of inspections shall be provided to the City Building Division. The City's Building Official may require repair or removal of a tower based upon the results of an inspection. The cost of utilizing the City's contract engineer (\$265.00, per hour, as may change from time to time) shall be passed on to the tower owner or registrant.
 - (3) The City Building Division may conduct periodic inspections of towers to ensure structural and electrical integrity. The owner of the tower may be required by the City to have more frequent inspections should there be reason to believe that the structural and electrical integrity of the tower is jeopardized.
- (g) Existing towers.
- (1) Antennas may be placed on existing towers with sufficient loading capacity after approval by the City Building Division. The capacity shall be certified by an engineer licensed to practice in the State of Florida.
 - (2) Towers in existence as of October 1, 1996, may be replaced with a tower of equal or less visual impact after approval by the City Manager. However, if the proposed new tower would not be consistent with the minimum standards under this Section, replacement must be approved by the City Commission.

Sec. 835-240. - Shared use of communication towers; collocation of antennas

- (a) Co-location of telecommunication antennas by more than one (1) provider on existing, new, or modified towers shall take precedence over the construction of new single-use towers. Accordingly, each application for a tower shall include a certified written evaluation, prepared by a professional engineer licensed to practice in the State of Florida, of the feasibility of sharing a tower, if a tower is located within five (5) miles of the proposed site, which examines the following:
- (1) Structural capacity of the tower or towers.
 - (2) Radio frequency interference.
 - (3) Geographical service area requirements.
 - (4) Mechanical or electrical compatibility.
 - (5) Ability to locate equipment on the tower or towers.
 - (6) Availability of towers for relocation.
 - (7) Any restrictions or limitations of the FCC that would preclude the shared use of the tower.
 - (8) Additional information requested in writing by the City.
- (b) Each application for antennas shall include a certified written evaluation, prepared by a professional engineer licensed to practice in the State of Florida, of the feasibility of co-locating its antenna on an existing tower. Evidence submitted to demonstrate that no existing tower can accommodate the proposed antenna may consist of any of the following:
- (1) No existing towers or structures are located within the geographic area required to meet the applicant's engineering requirements.
 - (2) Existing towers or structures are not of sufficient height to meet applicant's engineering requirements.
 - (3) Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.
 - (4) The applicant's proposed antenna would cause impermissible electromagnetic interference, as determined by the FCC, with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause impermissible interference, as determined by the FCC, with the applicant's proposed antenna.
 - (5) The fees or costs required to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed unreasonable.
 - (6) Property owners or owners of existing towers or structures are unwilling to accommodate the applicant's needs.
 - (7) The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.

- (c) All applicants shall demonstrate reasonable efforts in developing a collocation alternative for a proposed new tower or antenna. An applicant for a permit to construct a tower or antenna shall cooperate with other service providers in collocating additional antennas on existing authorized towers. An applicant and an owner, or operator, of an existing authorized tower shall exercise good faith in co-locating the facilities. Good faith shall include sharing nonproprietary technical information to evaluate the feasibility of collocation. In the event a dispute arises whether an applicant, or an owner or operator of an existing tower facility has exercised good faith in accommodating other facilities, the City may require a technical study by a third-party at the expense of either or both of the parties to the proposed collocation.
- (d) Applications submitted by tenants seeking to co-locate on a preexisting tower, or to rent space on a proposed tower, shall receive an expedited review process by the City. Such review shall be completed thirty (30) days following the filing of a completed application.
- (e) The owner of any tower approved for shared use shall provide a written notice of collocation, by certified mail, return receipt requested, of the location of the tower and the load capacity of the tower to all other providers of telecommunication services in Broward County, Florida.
- (f) Failure to comply with the collocation requirements of this Section may result in the denial of a permit request or revocation of an existing permit for the specific tower.
- (g) Applicants seeking to co-locate antennas shall not pay rent to the owner or operator of the tower in excess of the fair market value for the space, as determined at the time of execution of an agreement.

Sec. 835-250. – Applications for towers.

- (a) Prior to the issuance of a building permit, a site development plan shall be presented for approval to the Community Development Department. Each application for a proposed tower shall include all requirements for site development plan approval, as required in Article 635. The director Of Community Development may waive all or some of these provisions for stealth towers which are designed to emulate existing structures already on the site. Where a request is made to use a pre-existing structure, including light and power poles, as a stealth facility, the facility and all modifications, shall comply with all requirements as provided in this Article unless waived by the City.
- (b) A statement shall be submitted with the application, prepared by a professional registered engineer licensed to practice in the State of Florida, which, through engineering analysis, certifies compliance of the tower with applicable building requirements of the building code, and any applicable industry standards, including, but not limited to, Electronic Industry Association/Telecommunications Industry Association standard for wind load; and describes the tower capacity, including an example of the number and type of antennas it can accommodate. No tower shall be permitted to exceed its loading capacity. For all wireless towers and antennas attached to existing structures, the statement shall include certification that the structure can support the superimposed load. All towers shall have the capacity to accept multiple users; at a minimum, monopole towers shall be able to accommodate two (2) users.
- (c) The following supplemental information shall be included with all applications for special exceptions and variances:

- (1) A scaled site plan clearly indicating the tower site, type and height of the proposed tower, the location of the accessory building, on-site land uses and zoning, adjacent land uses and zoning, adjacent roadways, proposed means of access, distances from property lines, elevation drawings of the proposed tower, and any other proposed structures.
 - (2) A current zoning or aerial photograph showing the location of the tower.
 - (3) A legal description of the parent tract and tower site (if applicable).
 - (4) If the proposed tower site meets the required minimum distance from residentially zoned lands, the approximate distance between the proposed tower and the nearest residential dwelling and residentially zoned properties. If the proposed tower site does not meet the minimum distance requirements, then exact distances, locations and identifications of the residential properties shall be shown on an updated zoning map.
 - (5) A landscape plan showing specific landscape materials.
 - (6) The method of fencing, finished color if applicable, the method of aesthetic mitigation and illumination.
 - (7) The use of foliage and vegetation around any approved ground equipment may be required by the City based on conditions of the specific area where the ground equipment is to be located and in accordance with the City's Landscaping Regulations, found at Article 275, and Section 307-10.
- (d) The City shall act promptly on any application submitted in accordance with the provisions of sections 835-10 to 835-40. The reasons for rejecting any application filed under this Section do not prevent a person from filing an application for a special exception in accordance with applicable law.
 - (e) Fees for tower placement and use, including antenna installation, will be determined by a separate resolution.
 - (f) Public land and right-of-way lease agreements will be established by separate instruments.
 - (g) Towers and antennas shall comply with the following provisions of the Code; Sections 835-110 through 835-130; 835-150 through 835-180, and 835-210.

Sec. 835-260. - Security, access easements, removal of towers.

The approval by the City of a building permit for a tower shall be conditioned upon receipt by the City Manager of the following:

- An easement granted by the fee owner of the land under the tower, and between the tower and the nearest public right-of-way, in favor of the City, to provide access to the tower site.
- (b) Written permission from all record owners, beneficial owners, and leaseholders of the tower in a form acceptable to the City attorney to enter upon the site and to remove and dispose of the tower.

Sec. 835-270. - Reserved.

That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

* * *

Section 3. Pursuant to the requirements of Florida Statutes Section 337.401, the City has provided the Secretary of State: (a) at least 15 days prior to consideration on first reading, notice of this ordinance governing a telecommunications company placing or maintaining telecommunications facilities or communications services providers in its roads or rights-of-way. Failure to do so does not invalidate the City's Ordinance.

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 January 11, 2022.

PASSED AND ADOPTED on second reading on _____, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

ⁱ The City's challenge in adopting an ordinance governing telecommunications use of its rights-of-way is reconciling its general legislative power under both Article VIII, Section 2 of the

Constitution of the State of Florida and Florida Statutes Section 166.021 with numerous, sometimes conflicting, statutes, administrative rules and regulatory pronouncements addressing the process of approving the location and construction of telecommunication facilities. The City's task is further complicated by (a) the inconsistent meanings used in definitions of terms used in common by the various statutes, rules and pronouncements and (b) the inconsistent deadlines for administrative action created by the various statutes and rules, which are further complicated by inconsistent methods of counting days in the calculation of deadlines. To a large extent these problems are addressed in this ordinance by reliance, wherever possible, on the provisions of Florida Statutes Section 337.401, "Use of right-of-way for utilities subject to regulation; permit; fees."

ii Florida Statutes Section 202.24 largely prevents municipalities from receiving the compensation for use of public rights-of-way granted under Florida Statutes Section 337.401, by prohibiting municipalities from "levying on or collecting from dealers or purchasers of communications services any tax, charge, fee, or other imposition on or with respect to the provision or purchase of communications services." This prohibition encompasses "any amount or in-kind payment of property or services which is required by ordinance or agreement to be paid or furnished to a public body by or through a dealer of communications services in its capacity as a dealer of communications services." Prohibited charges include any sales tax, subscriber charge, franchise fee, user fee, privilege fee, occupancy fee, rental fee, license fee, pole fee, tower fee, base-station fee, security fund or other tax or fee measured by amounts charged or received for services or intended as compensation for the use of public roads or rights-of-way, for the right to conduct business or for other purposes.

Notable exceptions to the restrictions of Florida Statutes Section 202.24 include (a) local communications services taxes levied under Chapter 202 of the Florida Statutes, (b) ad valorem taxes levied under Chapter 200 of the Florida Statutes, (c) business taxes levied under Chapter 205 of the Florida Statutes, (d) 911 service charges levied under Chapter 365 of the Florida Statutes, (e) rental fees for use of property which is not located in the public rights-of-way, (f) permit fees of general applicability which are not related to placing or maintaining facilities in or on public roads or rights-of-way and (g) utility service fees or other similar user fees for utility services.

iii *See* Florida Statutes Section 337.401(7)(d)4.

iv *See* Florida Statutes Section 337.401(7)(d)5.

v *See* Florida Statutes Section 337.401(7)(b)1.

vi *See* Florida Statutes Section 337.401(7)(b)2.

vii *See* Florida Statutes Section 337.401(7)(b)5.

viii *See* Florida Statutes Section 337.401(7)(b)6.

^{ix} This definition is taken from Florida Statutes Section 337.401(7)(b)7. It contrasts with the definition of collocation used in Florida Statutes Section 365.172(3)(f), which was the basis of the previous definition in the ordinance.

^x See Florida Statutes Section 337.401(6)(a)2.

^{xi} Cf. *Implementation of Section 224 of the Act*, 25 FCC Rcd. 11864, 11943, n.37 (2010) (“Make-ready” is any rearrangement of equipment and attachments in order to make room on either an existing pole or a new, different pole for a new attacher.)

^{xii} See Florida Statutes Section 337.401(7)(b)9.

^{xiii} See Florida Statutes Section 337.401((6)(a)1.

^{xiv} Each FCC licensee is obligated to maintain control over its stations. See 47 U.S.C. Section 310(d), which provides, in pertinent part, that “No construction permit or station license, or any rights thereunder, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any corporation holding such permit or license, to any person except upon application to the Commission and upon finding by the Commission that the public interest, convenience and necessity will be served thereby.”

^{xv} See Florida Statutes Section 337.401(7)(b)10.

^{xvi} See Florida Statutes Section 365.172(bb); and 47 C.F.R. Section 1.4001(b)(9).

^{xvii} See Florida Statutes Sections 337.401(7)(b)11 and 337.401(7)(b)17.

^{xviii} See Florida Statutes Section 337.401(7)(b)12.

^{xix} See Florida Statutes Section 337.401(7)(b)13.

^{xx} See Florida Statutes Section 337.401(7)(b)14.

^{xxi} See Florida Statutes Section 337.401(7)(b)15.

^{xxii} See Florida Statutes Section 337.401(7)(b)16.

^{xxiii} See Florida Statutes Section 337.401(7)(b)17.

^{xxiv} The City has legislative authority to require each provider of communications services that places or seeks to place facilities in its roads or rights-of-way to register with the City. See Florida Statutes Section 337.401(3)(a).

^{xxv} The limitations of Section 337.401(7)(e) are incorporated into Section 104-6(b) of this Ordinance.

^{xxvi} Registration does not establish a right to place or maintain, or priority for the placement or maintenance of, a communications facility in the public roads or rights-of-way. *See* Florida Statutes Section 337.401(3)(b).

^{xxvii} Florida Statutes Section 337.401(3)(a) states, in pertinent part, “In addition to other reasonable rules or regulations that a municipality or county may adopt relating to the placement or maintenance of communications facilities in its roads or rights-of-way under this subsection, a municipality or county may require a provider of communications services that places or seeks to place facilities in its roads or rights-of-way to register with the municipality or county and to provide the name of the registrant; the name, address, and telephone number of a contact person for the registrant; the number of the registrant’s current certificate of authorization issued by the Florida Public Service Commission, the Federal Communications Commission, or the Department of State; and proof of insurance or self-insuring status adequate to defend and cover claims.”[emphasis added.]

^{xxviii} *See* Florida Statutes Section 337.401(3)(b).

^{xxix} In this connection there are limited exemptions from right-of-way permitting for routine maintenance, replacement of existing wireless facilities with wireless facilities that are substantially similar or of the same or smaller size, and certain micro wireless facilities; provided however that permits are required when work requires excavation, closure of a sidewalk, or closure of a vehicle lane. *See* Florida Statutes Section 337.401(7)(e).

^{xxx} *Compare* 47 C.F.R. Sections 1.934 and 73.3568.

^{xxxi} *Compare* 47 C.F.R. Section 1.17 and 18 U.S.C. Section 1001.

^{xxxii} *See* Florida Statutes Section 337.401(7)(e).

^{xxxiii} Proper description of location and proposed facilities allows the City to determine whether the registrant’s proposal can be accommodated in the right-of-way in a manner consistent with the requirements of this Article. Where two pending permit requests propose facilities that cannot be simultaneously accommodated in the right-of-way, in a manner consistent with the criteria set out in this Article, they are said to be “mutually-exclusive.” *See* Article 104-6A(a)(4).

^{xxxiv} Public policy generally favors common siting of wireless facilities. *See* Florida Statutes Section 365.172(13)(a). Despite this policy, the City is statutorily prohibited from requiring common siting of small wireless facilities. *See* Florida Statutes Section 337.401(7)(d)3.

^{xxxv} The City’s power to adopt reasonable, nondiscriminatory ordinances governing performance bonds for work in the public rights-of-way is confirmed at Florida Statutes Section 337.401(7)(d)12.

^{xxxvi} This waiver provision is important to insuring the City’s ability to comply with 47 U.S.C. Section 253(a) [“No State or local statute or regulation , or other State or local legal requirement,

shall have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service.”] and 47 U.S.C. Section 332(c)(7)(B)(i) [“The regulation of the placement, construction and modification of personal wireless service facilities by any State or local government...(I) shall not unreasonably discriminate among providers of functionally equivalent services; and (II) shall not prohibit or have the effect of prohibiting the provision of personal wireless services.”]

xxxvii *See* 47 U.S.C Section 253(a) and 47 U.S.C. Section 332(c)(7)(B)(i).

xxxviii These time frames are often referred to as “shot clocks” and are established by various state and federal statutes, FCC rules and FCC declaratory rulings. The shot clocks vary significantly from each other, depending upon (a) the size of the wireless facility proposed [tower, utility pole, small wireless, micro wireless, etc.], (b) the type of installation [new facility; modification of existing facility with significant changes to dimensions; modification of existing facility without significant changes to dimensions; modification of existing facility to add additional antennas; construction requires excavation; lane closures or sidewalk closures], and (c) the legal issues presented [is the permit filing complete; does the permit filing require a waiver of applicable codes; has the permit filing been amended]. The shot clocks also use various processes for computing deadlines [Do you count calendar days or business days; does the computation involve tolling the running of time] Remedies for municipal inaction on right-of-way permit requests vary, as well, with the most severe being that the permit is “deemed granted” by the running of time.

xxxix *See* Florida Statutes Section 337.401(7), which establishes deadlines for municipal action on right-of-way permit requests for small wireless facilities and for certain utility poles used to support small wireless facilities. Under Subsection 337.401(7)(d)7, the City has 14 days to determine the completeness of a permit request and to notify the registrant via email whether the request is complete. During this same 14 day period, Subsection 337.401(7)(d)4 allows the City to request that the registrant relocate a proposed small wireless facility to a different site in the right-of-way.

A relocation request under Subsection 337.401(7)(d)4 triggers a 30 day negotiation period. At the end of this period, if the registrant accepts the relocation proposal, the permit request is deemed granted for the new location and for all other locations in the application. Subsection 337.401(7)(d)10 allows registrants to specify up to 30 small wireless facilities in a single consolidated right-of-way permit application and allows, but does not require, the City to consider individual facilities separately for purposes of assessing completeness. Apparently Subsection 337.401(7)(d)4 requires consolidated grant of multi-location applications where a single site is subject to relocation negotiation.

Under Subsection 337.401(7)(b)2, a registrant’s request for waiver of design standards must be acted upon within 45 days of the request. Subsection 337.401(7)(d)(8) requires City action on a complete right-of-way permit request within 60 days after receipt of the application. Otherwise, the right-of-way permit is deemed granted. This time frame for action is altered if the City requests to negotiate relocation of a small wireless facility under Subsection 337.401(7)(d)4. In that case the City must grant or deny the original application within 90 days after the date the application

was filed. Regardless of the applicable timeframe for action, if a request for a right-of-way permit application is denied, Subsection 337.401(7)(d)9 affords the registrant 30 days after notice of denial to resubmit the application and cure deficiencies identified in the denial. The City then has 30 days to act on the resubmitted permit request, or it is deemed granted.

Subsection 337.401(7)(f)5.c. imposes an additional deadline on the City in cases where (a) an applicant files to collocate a small wireless facility on a City utility pole that does not support an aerial facility used to provide communications services or electric services and (b) make-ready work or pole replacement is needed to support the proposed collocation. Under those circumstances, the City has 60 days from receipt of a complete application to provide the applicant with a good faith estimate of the costs of make-ready work or the costs of any pole replacement needed to enable the pole to support the collocation.

^{xi} Florida Statutes Section 365.172(13) establishes criteria and procedures streamlining approval of proposals for joint location of multiple wireless facilities on a tower. Section 365.172 applies to approving construction of wireless facilities in commercial mobile radio service that provide wireless 911 or E911 services, whether or not they are located in the public right-of-way.

The shot clock established by Section 365.172 distinguishes between applications proposing joint location of wireless facilities (which joint location is called a “collocation” in this statute) and applications for “any other wireless communications facility.” Under Subsection 365.172(13)(d)1, an application proposing a “collocation” must be acted upon within 45 business days after the application is determined to be properly completed. Subsection 365.172(13)(d)2 requires action on all applications for a wireless communications facility, i.e. action on applications that are not a “collocation”, be completed no later than 90 business days after the application is determined to be properly completed. Applications which are not acted upon within the time frames of Subsections 365.172(13)(d)1 and 2 are deemed granted.

In calculating dates for completeness, an application is submitted or resubmitted on the date it is received by the City. Subsection 365.172(13)(d)3a, gives the City 20 business days to notify an applicant that its application is incomplete. Otherwise, the application is deemed complete. An incomplete application may be resubmitted within reasonable timeframes established by the City, and the City again has 20 business days to rule on its completeness (or the application is deemed complete).

^{xli} Under 47 U.S.C. Section 1455, the City is required to approve “any eligible facilities request for a modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station.” This statute includes, but is not limited to, modification of existing towers and base stations in the public rights-of-way.

In response to 47 U.S.C. Section 1455, the FCC adopted a regulation, 47 C.F.R. Section 1.6100, which defined the types of insubstantial changes to towers and base stations that can be made through an eligible facilities request. This rule also established a 60-day shot clock for processing eligible facilities requests. This 60-day period begins when a permit request is filed and is subject to tolling if the request is incomplete.

In this connection, the information to be provided in request for right-of-way permit for an eligible facilities request is limited to documentation or information “reasonably related to determining whether the request meets the requirements [of 47 C.F.R. Section 1.6100.]” The City has 30 days to provide the registrant written notice of the permit request’s incompleteness, delineating all missing documents and information. When this written notice is issued, the running of the 60-day period stops until the registrant files a supplemental submission. Thereafter, the City has ten days to provide a second or subsequent notice of incompleteness, which halts the running of the 60 day period until a second or subsequent supplemental submission is submitted.

The remedy for a failure to act on an eligible facilities request within the 60 day period is that the request is deemed granted. However the remedy is not effective until the registrant notifies the City in writing that the request is deemed granted and the City may bring claims related to the request in any court of competent jurisdiction.

^{xlii} The FCC’s original foray into shot clocks for the processing of siting proposals for wireless facilities was a declaratory ruling interpreting the following provision of 47 U.S.C. Section 332(c)(7)(B)(ii): “A State or local government or instrumentality thereof shall act on any request for authorization to place, construct, or modify personal wireless service facilities within a reasonable period of time after the request is duly filed with such government or instrumentality, taking into account the nature and scope of such request.” *See Declaratory Ruling to Clarify Provisions of Section 332(c)(7)(B) to Ensure Timely siting Review and to Preempt Under Section 253 State and Local Ordinances that Classify All Wireless siting Proposals as Requiring a Variance*, 22 FCC Rcd. 13994 (2009); *recon. denied*, 25 FCC Rcd. 11157 (2010).

The problem addressed in the declaratory ruling was the question of when is the correct time to institute litigation with a governmental authority that fails to act on a siting request. The answer given in the declaratory ruling was 90 days for proposals to jointly locate wireless facilities at the site of existing wireless facilities and 150 days for all other siting requests. The declaratory ruling also allowed for tolling of these periods when the governmental authority notifies the siting request’s proponent of incompleteness of the request, within 30 days of the proposal’s filing.

^{xliii} This definition, up to placement of the endnote, generally tracks the definition in Florida Statutes 337.401(7)(b)2. Thereafter it seeks to describe the provisions of local codes and ordinances applying to small wireless facilities.

^{xliv} This is the definition found at Florida Statutes Section 337.401(7)(b)3.

^{xlv} This is the definition found at Florida Statutes Section 337.401(7)(b)4.

^{xlvi} *See* Florida Statutes Section 337.401(7)(d)2.

^{xlvi} *See* Florida Statutes Section 337.401(7)(d)3.

xlvi *See* Florida Statutes Section 337.401(7)(d)4.

xlix *See* Florida Statutes Section 337.401(7)(d)5.

¹ *See* Florida Statutes Section 337.401(7)(d)6.

li *See* Florida Statutes Section 337.401(7)(j)

lii *See* Florida Statutes Section 337.401(7)(f)5.b.

liii *See* Florida Statutes Section 337.401(7)(f)5.c

liv *See* Florida Statutes Section 337.401(7)(f)5.d.

lv *See* Florida Statutes Section 337.401(d)(14).

lvi *See* Florida Statutes Section 337.401(7)(d)14.

lvii *See* Florida Statutes Sections 843.025 and 843.165. *See also* 18 U.S.C. Section 1362.

lviii *See* Florida Statutes Section 337.401(7)(d)15.

lix *See* Florida Statutes Section 337.401(3)(h).

lx The City's power to adopt reasonable, nondiscriminatory ordinances requiring insurance as a condition of placing or maintaining communications facilities in the public rights-of-way is confirmed at Florida Statutes Section 337.401(7)(d)12.

lxi The City's power to adopt reasonable, nondiscriminatory ordinances requiring indemnification as a condition of placing or maintaining communications facilities in the public rights-of-way is confirmed at Florida Statutes Section 337.401(7)(d)12.

lxii The City's power to adopt reasonable, nondiscriminatory ordinances governing performance bonds with respect to placement or maintenance of communications facilities in the public rights-of-way is confirmed at Florida Statutes Section 337.401(7)(d)12.

lxiii These remedies include injunctive proceedings as provided by Florida Statutes Section 120.69 to enforce the provisions of this ordinance. *See* Florida Statutes Section 337.401(2).

lxiv The City's power to adopt reasonable, nondiscriminatory ordinances governing abandonment of communications facilities in the public rights-of-way is confirmed at Florida Statutes Section 337.401(7)(d)12.

lxv *See* Florida Statutes Section 337.401(7)(j).

^{lxvi} See Florida Statutes Section 337.401(7)(d)12.

^{lxvii} The compensation structure set out in this Section reflects the fact that Florida Statutes Section 202.24 prevents the City from obtaining compensation for the use of City facilities in the rights-of-way from entities paying the Communications Services Tax. The municipal compensation provisions found in Florida Statutes Section 337.401 is \$150 per pole, per year.

**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, January 11, 2022
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE: Please call a week ahead at 954-924-6805 Ext.3792 to confirm meeting location:
IF VIRTUAL: 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.
IF IN PERSON: City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: **TX-091-21:** Revisions to the City's Telecommunications ordinance (First Reading).

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY OF DANIA BEACH, FLORIDA AMENDING CHAPTER 28, ENTITLED THE "LAND DEVELOPMENT CODE", PART 8 ENTITLED "TECHNICAL APPENDIX, ARTICLE 835, ENTITLED "TELECOMMUNICATION TOWERS AND ANTENNAS", OF THE CITY'S CODE OF ORDINANCES, TO UPDATE THE CITY'S TELECOMMUNICATIONS ORDINANCES TO BE CONSISTENT WITH STATE AND FEDERAL LAW; CREATING STANDARDS FOR COMMUNICATIONS FACILITIES' DESIGN, LOCATION AND COLLOCATION; ADDING CRITERIA FOR REVIEW OF TELECOMMUNICATIONS EQUIPMENT AND FACILITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; 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: City Wide

Project: Text amendment

Request: To amend and update, consistent with changes in Federal and State Law, the City's Telecommunications ordinance.

Applicant: City of Dania Beach

Hearing Date & Time: January 11, 2022 at 7:00 PM

Hearing Location: Please call a week ahead at 954-924-6805 Ext. 3792 to confirm meeting location:

If Virtual: 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.

If in person: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd

Contact Information: Corinne Lajoie, Assistant Director, AICP (954) 924-6805 Ext. 3704

**EDUCATION ADVISORY BOARD
MEMBERSHIP
Friday, November 19, 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
Mary Jane Guerra 245 Southwest 5th Street Dania Beach, FL 33004 917-426-6636 janieguerra@gmail.com	November 9, 2021	November 2018 through November 2022	Odman
Amy Urdaneta 261 SW 4th Street Dania Beach, FL 33004 954-558-7408 amyurdanetadv@gmail.com	January 28, 2020	November 2018 through November 2022	Lewellen
Liliana Garrido 826 NW 13th Avenue, Apt. B Dania Beach, FL 33004 954-470-3274 lilianagarrido.frp@gmail.com	October 26, 2021	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
Friday, November 19, 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

MARINE ADVISORY BOARD
MEMBERSHIP
Tuesday, December 21, 2021

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
John Fitzgerald 715 NW 7 th Street Dania Beach, FL 33004 954-662-6625 john@Johnfitzgeraldre.com	May 25, 2021	November 2020 through November 2024	Salvino
Thomas G. Angelos 218 SW 13th Street Dania Beach, FL 33004 954-670-6099 T_Angelos@yahoo.com	February 9, 2021	November 2020 through November 2024	Salvino
Bryan Cunningham 180 E. Dania Beach Boulevard Apt. 701 Dania Beach, FL 33004 305-707-1131 businessbriefings@gmail.com	November 9, 2021	November 2020 through November 2024	James
Neil Kutchera P.O. Box 1181 Dania Beach, FL 33004 954-609-1800 neil.kutchera@gmail.com	May 11, 2021	November 2020 through November 2024	James
Clive Taylor 642 NE 3 rd Street Dania Beach, FL 33004 954-923-4439 (Home) 954-830-8855 (Cell) cetriumph@aol.com	December 11, 2018	November 2018 through November 2022	Lewellen
		November 2018 through November 2022	Lewellen

**MARINE ADVISORY BOARD
MEMBERSHIP
Tuesday, December 21, 2021**

Name/Address Phone Number	Date Appointed	Term	Commission Appointment
Dean Grant 503 N 2 nd Place Dania Beach, FL 33004 954-868-6247 deanggrant@bellsouth.net	December 11, 2018	November 2018 through November 2022	Odman
Craig Valentine 1982 Tigertail Boulevard, Bldg. #9 Dania Beach, FL 33004 954-505-3201 954-258-4848 (Cell) craig@gwaflorida.com	September 10, 2019	November 2018 through November 2022	Odman
Martin Proulx 195 NE 2 nd St. Dania Beach, FL 33004 954-321-0200 martina@aprecast.com	February 23, 2021	November 2020 through November 2024	Davis
Stacy Brown 621 NE 2nd Street Dania Beach, FL 33004 813-598-7127 tridentbizsolutions@gmail.com	June 8, 2021	November 2020 through November 2024	Davis



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: January 11, 2022

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

PARKS AND RECREATION DEPARTMENT UPDATES

The Department of Parks and Recreation is excited to show off the new lifeguard tower installed at the beach last month as we continue to beautify our beach area. The new tower looks great! The second new tower should be arriving and installed sometime in February. The department has funding to purchase two additional new towers this year which are the final two towers that need to be replaced.



The Department is actively working to get the CW Thomas Project on the ground and running. In December the Department brought before the City Commission the Construction Manager at Risk top ranked firms to start negotiating pricing and a contract with the top ranked firm. The top ranked firm, Burkhardt Construction, has been notified of their ranking. Before Burkhardt Construction can start negotiating pricing, the design concept must be established. The Department is working with procurement to have the Design Services RFQ out January 7th. Once the RFQ closes, staff will select the Design Services company to begin the conceptual design. In the meantime, staff will be working with Burkhardt Construction and legal to establish an umbrella contract that will be ready for execution once the conceptual plan is where it needs to be in order for Burkhardt Construction to provide the pricing.

Finally, the department is excited to see the continued success and growth of our new Dania Beach Rising Stars after care program at all three of our community centers. Our numbers continue to increase each month with CW Thomas at 18 program participants, Frost Park at 12 participants and PJ Meli at 4 participants. Thus far the program has brought in \$10,655 since beginning in August 2021.

PUBLIC SERVICES PROJECTS UPDATE

SE DRAINAGE IMPROVEMENT PROJECT - \$14M - \$16M

The project's complex design is 60% complete and moving towards 90 percent. It is projected that the County will grant the permit by the end of June. After obtaining the permit, additional steps will be required prior to the construction phase, including further approvals and execution of agreements required by the County to satisfy the grant application. This will be followed by the bidding process which is projected to result in the start of construction before the end of 2022.

FUNDING

In the past week Public Services had a very positive meeting with the MPO where the agency notified us that it would recommend that the SE Drainage Project be moved significantly "up" in the list of overall project funding priorities. This will substantially increase the likelihood that the Project will benefit from \$8M in funding. The final determination of this funding will be made by the time permit is approved.

OCEAN PARK DRAINAGE PROJECT - \$250,000

This project addresses the problematic and frequent flooding on the north end of the large parking lot near the pier and Quarterdeck Restaurant. Work is substantially complete, with the restoration of the area currently under way (pavement, striping, and landscaping). Nearly 1600 linear feet of drainage pipe, two drain inlets, and two tidal valves were installed. The tidal valves, set up at the outfalls to the water body west of the lot, will prevent tide water to enter (or "backflow into") the area via the drainage pipes. The valves will be particularly beneficial during very high tides and "King tide" periods.

This project has already proven to be effective in minimizing flooding instances and will be a welcome improvement impacting the many visitors to the beach, pier, as well as patrons and employees of the adjacent restaurant.

SE 2ND AVENUE WATER MAIN REPLACEMENT - \$2.5M

The water quality and service reliability improvements that will result from this project will greatly benefit the area residents. Nearly 9,000 linear feet of water line were replaced with a larger capacity, pipe of upgraded material. In addition, 100 service “lateral” connections and 50 valves were replaced. Roughly 500 residences (including several businesses) will be positively impacted by this project. The project is substantially complete, with the restoration of the NE 2nd Avenue roadway and sections of adjacent streets under way and scheduled for completion by the end of January.

REPAIR OF DRAINAGE PIPE ON NW 1ST STREET (NEAR BRYAN ROAD) - \$67,000

The partial collapse of an underground 36-inch drainage pipe led to a “sunken road” condition along the eastbound lane of NW 1st Street. While a previous repair was helpful for a limited period, it was determined that in order to maximize driver safety and maintain optimal drainage a full and complete repair was required. This work was started towards the end of 2021 and completed during the first week of the new year.

1st ANNUAL RISE RECOGNITION AND APPRECIATION LUNCHEON

After much thought and for the safety of all, the 1st Annual RISE recognition and appreciation luncheon event is being postponed due to the current Covid concerns. We will reschedule this exciting recognition event as soon as it is practical and safe for all to attend.